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Section 1 - Introduction

This handbook tells you about your rights as a resident and the services the Association provides.

It is not possible to cover everything in this short handbook. If you have any further queries, please contact your Housing Officer who will be pleased to help.

Established in 1919, Railway Housing Association is a registered charity (reg no. 216825) and Registered Social Landlord (reg no, A1855) regulated by the Charity Commission and Tenant Services Authority. The Association owns over 1340 properties for rent, located within 30 local authority areas in the North East of England and in Hereford.

The Association provides a management service to residents from its Head Office situated at:

Bank Top House
Garbutt Square
Neasham Road
Darlington
DL1 4DR

Telephone: 01325 482125

Freephone Number: 0800 0287428

Fax: 01325 384641

The office is open from 8.30 a.m. to 4.30 p.m. Monday to Friday (except Bank Holidays).

In addition, the Association's Area Offices are staffed on a part time basis, an out of hours answer machine service is also available.

Newcastle Office 0191 267 5587
(Cowans House)

Newcastle Office 0191 460 8845
(North Eastern Court)

York Office 01904 780789

Hull Office 01482 448873

Website: www.railwayha.co.uk

Board of Trustees

The Association is governed by a Board of Trustees who determine the objectives and policies of the Association, set targets and review performance.

A full list of current members is shown on the Association's website and published annually in the Annual Report.



Section 2 - Your New Home Important Documents

- **Tenancy Agreement**

Your tenancy agreement is an important document and your signed copy should be kept in a safe place.

The agreement details the rights and obligations of you as a resident and the Association as landlord.

Further information on some of these rights and obligations is contained in Section 3.

- **Residents Charter**

This document, published by the Tenant Services Authority (the Government sponsored organisation which regulates the work of Registered Social Landlords) sets standards for Registered Social Landlords; for the way they manage their housing and treat their residents.

Checklist of Things to Do

It is your responsibility to inform the following of your new address and tenancy commencement date; and make any necessary arrangements.

Water Authority - If your rent does not include a charge for water rates you should contact your Water Authority.

Gas and Electricity - Meter readings and connection arrangements are your responsibility.

Council Tax - This is your responsibility and you should contact your local council as soon as possible.

Telephone - You must make your own arrangements for the connection and payment of your telephone line.

Contact details for all the above can be found in your local telephone directory.

Please notify the Association of your telephone number (even if ex-directory) as it may be required for emergency and/or repairs access.

Housing Benefit/Supporting People Subsidy

You may be eligible for help towards paying your rent. You can apply to your local council for Housing Benefit and/or Supporting People Subsidy.

Your Housing Officer can help you to complete the necessary forms.

It is your responsibility to ensure that any application is made immediately



before the start of your tenancy and after any change in circumstances.

Failure to submit the forms could result in arrears to your rent account.

If your rent includes water rates, hot water and central heating, these charges will not be eligible for Housing Benefit.

Insurance

The Association's insurance covers only the main structure of the property.

The Association is not responsible for your personal contents.

It is strongly recommended therefore that your contents be insured under a household policy.

Details are available from any insurance company or agent.

There are specialist schemes available for elderly people from Saga and Age Concern or your Housing Officer can give you details of 'My Home' contents insurance scheme administered on behalf of the National Housing Federation. You can telephone the 'My Home' insurance scheme on 0845 3372463.

Keys

You should ensure that you take care of your keys as the cost of any additional keys will have to be paid for by yourself, in addition lock changes and other repairs carried out in order to gain entry may be charged to yourself.

Where you have a special security key, you will need to order replacement keys via the Association.

Rotary Driers

A Rotary drier (where applicable) will be provided at the start of your tenancy.

Any subsequent replacement is your responsibility.

Please Note:

Rotary driers in communal areas will be maintained by the Association.

Your Housing Officer

Shortly after your tenancy commences, your Housing Officer will visit to ensure that you are settling into your new home.

Your Housing Officer will be your point of contact with the Association during your tenancy.



How Your Rent is Set

The Association is a charitable non-profit making organisation, but we need to collect sufficient rent to ensure that our properties are well maintained and to help us to provide a good standard of service to our residents.

A copy of the Association's Rent Setting Policy is available on request.

What Type of Tenancy?

The type of tenancy you have will determine the level of rent you pay and the frequency at which it is reviewed.

You will have either an Assured or a Secure tenancy. If your tenancy began before 15th January 1989, you will have a Secure tenancy.

Your tenancy agreement will tell you what type of tenancy you have.

1. Secure Tenancies

Secure residents have "Fair Rents" which are set every two years by the Rent Officer, who is completely independent of the Association. The rent we apply for will be determined by our Rent Setting Policy. The Association

may not necessarily charge the full rent registered by the Rent Officer.

Objections

If you have any objections, the Rent Officer will arrange for a meeting with you to discuss the rent before he makes his decision.

Notifying Increase

After the Rent Officer has told you of the new rent, you will get a letter from the Association giving you 4 weeks notice of the date you will have to start paying the new amount and what that amount will be. If the Rent Officer sets a rent higher than that applied for by the Association, you will be asked to pay the lower amount.

2. Assured Tenancies

If your first tenancy began after 15th January 1989, you will have an assured tenancy.

Your rent is reviewed annually and will be increased by a percentage agreed by the Board of Trustees.



Notifying Increase

Four weeks before your rent increase is due, we will write to you to let you know what your rent will be.

Objections

If you have any objections to the rent which we propose, you can appeal to the Rent Assessment Panel, provided you do this before the rent increase is due.

Housing Benefit / Supporting People Subsidy

If you receive help with your rent, do not forget to let your local council have a copy of your rent increase letters.

If you do not get any help at the moment and the increase in the rent may be difficult to pay - make a claim for housing benefit and/or Supporting People Subsidy at your local council.

If you have had a change of circumstances resulting in a reduction of housing benefit because your home is no longer fully occupied please contact your Housing Officer for advice and assistance.

Service Charges

The total amount of rent you pay to the Association may include an amount for services. Examples of these services include:

- Lighting and cleaning for communal areas
- Garden maintenance

Service charges for secure residents are reviewed every 2 years and for assured residents they are reviewed once a year at the same time as your rent increase.

We will give you 4 weeks notice of any increase and also consult you before making any changes in the type or quality of services provided.

Paying Your Rent

Your rent is payable every fortnight, however, this may be altered by prior arrangement with your Housing Officer.

Post Office - Soon after your tenancy starts you will be sent a rent payment card.

This can be used to pay your rent at any Post Office and is free of charge.

Bankers Order - Information on how to pay your rent in this way can be obtained from your Housing Officer.

Pay Zone - you can use your rent payment card at any Pay Zone outlet. To find your nearest Pay Zone outlet visit www.payzone.co.uk or telephone Pay Zone on 08705 134360.

Cheque - you can pay your rent by cheque made payable to Railway Housing Association and send direct to our Head Office in Darlington.



Housing Benefit Direct

If you get help from your local council, you can ask them to pay your Housing Benefit direct to us.

If you use this method, and still need to pay an amount yourself, please remember it is your responsibility to make sure the Association receives the full amount of rent.

Rent Statement

You will receive a statement of your rent account on a quarterly basis. We will be happy to provide a statement at any other time if you contact the office.

Difficulty in Paying Your Rent

If you are having problems paying your rent, you should contact your Housing Officer as soon as possible. Your problems will be dealt with sympathetically and where possible, arrangements made to help you.

It is very important to ask for help as early as possible before your debt becomes too large.

Non payment of rent or failure to make or keep to an arrangement to pay arrears could lead to you losing your home.

The Association will seek to evict only as a last resort, when all other reasonable measures have been exhausted.

Should legal action be necessary, the Association will follow the steps listed below:

- 1) A Notice of Intention to Seek Possession is served on the resident, giving details of the arrears, and is the first step towards arranging a Court hearing.
- 2) The Notice expires after 4 weeks and the Association can then ask the County Court to arrange a hearing date for possession. We will only do this if regular payments are not being maintained and the arrears are not decreasing. We can ask the Court to arrange a hearing at any time during the 12 months after the 4 weeks initial notice has expired.



- 3) At a Court hearing, the Association will normally ask for a Suspended Possession Order. This means that the resident can continue to live in the property, provided that the rent plus an additional agreed sum is paid regularly. The resident should appear in Court to put forward their side of the case.
- 4) Following the Suspended Possession Order, if the resident does not keep to the terms of the Order, the Association may ask the Court to instruct the Bailiff to evict the resident. This is only done on the authority of the Board of Trustees.

At each stage the resident will be advised by staff and kept fully informed by letter of the Association's intentions.

Any Court costs incurred will be charged to the resident.



Section 3 - Your Rights

As a resident of the Association you have rights set out by law.

The Tenancy Agreement you signed when you became a resident details your rights and what the Association has a right to expect from you in return.

What the Association Expects from You

The Association requires you to:

- occupy your home as soon as your tenancy starts and not to sublet the whole of your home to someone else.
- occupy the Association's property as your only or main home and not to run a business from it, unless you have our written permission.
- pay the full rent and other charges promptly according to the arrangements written in your tenancy agreement.
- look after your home, and to treat our property with respect. You will be expected to make good any damage caused by yourself, members of your household, or visitors.

- report to the Association any repairs that are needed to your home as soon as possible.
- not harass or cause a nuisance to your neighbours, their visitors, other residents or anyone in your locality - and not allow anyone else who lives in or visits your home to do so.
- in properties where pets are allowed, they should be kept under control.
- not allow your home to become overcrowded.
- give at least 4 weeks notice in writing if you want to end your tenancy.

It is important to remember that your tenancy agreement puts legal obligations on you as well as on the Association, and in serious cases we may take action to evict residents who fail to keep their side of the agreement.



What You Can Expect from the Association

The Association undertakes:

- to let you enjoy the use of your home without interference, for as long as you want to stay, provided you comply with the terms of your agreement.
- to give you information about, and to consult you on, things that affect the service we provide to you.
- to keep your home in good condition, carrying out repairs to the building, plumbing, heating system and electrical wiring, within prescribed time limits.
- that the rent you pay for your home will be kept as low as possible while ensuring that the Association maintains its properties and provides a good standard of service.
- that if you have any reason for dissatisfaction with our service we will treat your complaint seriously and deal with it according to our Complaints Policy (See Section 10).



Section 4 Becoming Involved in the Management of Your Home

The Association is committed to the right of residents to be involved in the management of their homes.

To do this the Association offers a choice of ways in which residents can get involved and have a say in how things are run and in planning for the future.

Ways To Get Involved

Armchair Monitors: made up of a small number of residents who are prepared to complete surveys and questionnaires, as and when required, on a wide range of subjects to provide the Association with a cross section of views on all aspects of its service.

Newsletter Editorial Panel: this panel meets to oversee the production of the Association's Newsletter and to help expand its role.

Resident Meetings: held twice a year in April and September in all sheltered housing schemes and in areas where there is a demand from residents.

Residents' Associations: the Association is committed to encouraging and supporting the

formation of residents' groups and help is available in the form of start up grants, administrative support and training.

Focus Groups: meet three times a year to look, in depth, at issues affecting the Association and its residents.

There are currently four groups covering:

Newcastle and Tyneside
Durham and Cleveland
North and South Yorkshire
Hull and East Riding

In addition, the Association will consult with all residents on:

- major aspects of service provision
- choices in planned maintenance programmes
- local issues affecting individual homes and/or neighbourhoods
- policies and procedures
- performance

For more information on Resident Participation please contact your Housing Officer, call our freephone number 0800 028 7428 or call 0300 123 0734 from a mobile telephone.

A summary of the Association's Resident Involvement policy is detailed in section 10 of this Handbook.



Section 5 - Repairs and Maintenance

This section details all you need to know about the repair and maintenance of your home.

The Association's Responsibilities

The Association has a legal responsibility for keeping the structure of your home in good repair. This includes:

- drains, gutters and external pipes
- the roof
- outside walls, outside doors, windows, sills, window catches and frames, including necessary external painting and decorating
- paths, steps and other means of access
- plasterwork
- boundary walls and fences

In addition to the above we will also keep in good working order installations for heating, sanitation, supply of water, gas and electricity including:

- basins, sinks, baths, toilets, flushing systems and waste pipes
- electric wiring, sockets and switches
- water heaters and central heating systems
- gas and water pipes
- washing machines and tumble dryers (schemes only)
- mains operated door bells

Pest Control

The Association will arrange and pay for the removal of any pest which may be a health and safety risk, e.g. - rats/mice, bedbugs, cockroaches, fleas and flies (in a living room or a bedroom but not in a bathroom, kitchen or hallway). The removal service will only be carried out for infestations in habitable rooms or if access to your home is affected. Each request will be considered on its merits taking into account the circumstances of the resident and any vulnerability due to age or ill health.

We are not responsible for repairing damage caused by nuisance or neglect by residents and their visitors.

The cost of repairing any damage caused in this way will be charged to yourself.

Your Responsibilities

You are responsible for:

- Repairs caused by faulty electrical appliances
- Light bulbs, light tubes, starters, fuses and fuse wires
- Bleeding radiators
- Curtain rails
- Ensuring that all internal waste pipes and grates are kept clear
- TV aerials and cable/satellite installations other than communal ones



- Broken windows
- Replacement of toilet seats, bathroom accessories, plugs and chains, and shower curtains
- Batteries for fire ignition switches and any fittings and appliances that belong to you
- All internal decorations including minor shrinkage cracks and plaster patching
- Any costs in gaining access to your home if keys are lost and for any other security arrangements
- Provision of extra keys to your home
- All repairs to any fixtures and fittings installed by yourself or accepted from the previous tenancy
- Garden maintenance (unless covered by a service contract)
- Pest control - the removal of pests such as ants, bees, bats, birds, cats, moles, pigeons, rabbits, slugs and spiders (ring the environmental health department at the local council offices to have the pests removed)
- Door bells operated by battery (mains operated door bells are the responsibility of the Association)
- Cleaning and general care of kitchen /bathroom extractor fans
- Ensuring that on termination of your tenancy the property is returned in the same state of repair as when the tenancy first commenced

Major disabled adaptations provided after commencement of tenancy which are installed/funded by the local authority or a similar body are to be individually assessed in order to identify responsibility for maintenance of the installation.

Please note

If a contractor is called out and finds that the problem is one of the items listed above then you may be charged for any costs incurred

You will also be recharged the cost of:

- Repairing any damage caused by accident, negligence, misuse, or criminal damage by you, members of your household or visitors to your home.
- Unsatisfactory alterations carried out to your home
- If you report an emergency response repair but are not at home to allow access when the contractor calls.

A copy of the Association's 'Recharges Policy' is available on request.



Door Entry Systems - Additional Keys

Please note that in schemes with door entry systems, duplicate keys must be authorised and ordered via Bank Top House office.

REPORTING REPAIRS

You may report a repair by telephoning our free phone number 0800 0287428, in writing, in person, via our website (www.railwayha.co.uk) or by texting the details to 07508 526708.

When reporting a repair it is important to give times when access to your home will be available. The Association's staff and contractors will call by arrangement whenever possible. Your telephone number would be useful for making arrangements.

Please note: Under no circumstances will the Association accept the cost of work carried out by a contractor on the instruction of a resident

HOW LONG WILL REPAIRS TAKE?

The Association has a system for grading repairs according to their urgency.

There may be circumstances which affect the way your repair is prioritised, for example, the urgency of a repair to a toilet may be different depending on whether there is a second toilet working in the property; and a central heating repair may be less urgent during the summer months. Please make sure that you give us all the details to help us to action your repair correctly.

Repairs are graded as follows:

1. Emergency repairs
To be completed within 24 hours
2. Urgent repairs (1)
To be completed within 3 days
3. Urgent repairs (2)
To be completed within 7 days
4. Routine repairs
To be completed within 31 days

You will receive a notification receipt for a repair. If the work is not carried out by the date shown on the receipt, please let us know as soon as possible.

On the reverse side of the receipt there are a number of questions about the completion of the repair, please answer these and return the slip to the Association so that we can monitor the performance of our contractors.



Emergency Repairs

Any problem which involves a risk to your safety or health or serious damage to the structure of the property, is in need of an emergency repair to make safe the situation. This would generally include the following:

- Water - no supply or bursts from tank, cistern or pipe work
- Blocked drains or toilet
- Toilet unusable (if it is the only one in the property)
- No heating during the winter months (October to March)
- Dangerous structures, for example, roof, gutters, stair banisters
- Repairs affecting the security of the property/residents possessions
- Loss of electrical power or serious electrical faults
- Gas escapes or lack of supply (see Gas below)

These repairs will be given priority and every effort will be made to deal with these within 24 hours.

To report an emergency repair

During office hours

Please telephone these repairs to Bank Top House on the Freephone number 0800 0287428

Outside of office hours

Use the pull cords or 'sayphone' to contact the warden service if you have this facility, otherwise telephone the emergency repairs service on 01429 298988

GAS

If you suspect a gas leak, fumes from a gas appliance or you have a gas supply failure:

Turn off the main supply immediately. Look for Gas in your telephone book and call the TRANSCO number shown. You should then open windows and doors. Do not use a naked flame; turn any lights or electrical switches on or off.

If any further repairs are necessary then please contact the Association by telephoning the freephone number 0800 0287428



Service Contracts

The Association is responsible for arranging service contracts for the following:

- Gas servicing and maintenance
- Lift servicing and maintenance
- Landscaping
- Fire detection and fire fighting equipment
- Emergency lighting
- Central Warden Call equipment

Planned Maintenance and Major Repairs

In addition to routine repairs and external decoration, the Association has a planned programme for carrying out major repairs and improvement to its properties.

You will be consulted in advance of any works to be carried out to your home, and where possible given a choice of colour scheme or design. Any disturbance will be kept to a minimum and you may qualify for a disturbance allowance.

Alternative Accommodation

Where work needs to be done to a property that cannot be done with the resident in occupation (i.e. during improvement contracts) the Association may require the resident to move to alternative accommodation.

Where this is the case, we make arrangements for the move and pay reasonable expenses. A permanent move would be offered if a suitable property were available and the resident requested it.

In any case where a resident is required to move, we take whatever steps we can to ensure that the alternative accommodation offered is not only suitable but also meets any preferences the resident might have.

Full details can be obtained from your Housing Officer.

Right to Repair

The Right to Repair is a scheme which aims to ensure that certain small urgent repairs, which might affect your health, safety or security are carried out quickly.

Full details of which repairs qualify and how the scheme operates can be obtained from your Housing Officer.



Section 6 - Consideration for your Neighbours

The Association expects its residents to show consideration towards people living in their locality.

This section gives some examples of where problems might occur and how they can be dealt with.

Noise and Nuisance

Noise and nuisance can take many forms for example playing loud music, undertaking car repairs and barking dogs.

Where complaints involving residents are made to the Association we will investigate the problem and attempt to find a solution. In a number of cases, these complaints are simply the result of a clash of lifestyles between the two parties and it may be very difficult to find an answer which is satisfactory to everybody concerned.

A certain amount of understanding and tolerance is required by neighbours. You must also remember that what is enjoyment to you may be annoyance to others. The action of one party may be contrary to the tenancy agreement and

legal proceedings may have to be considered.

It must be emphasised that reaching a successful solution in a neighbour dispute can be a long and difficult process.

Please note, you as a resident of the Association are responsible for the actions of everyone living in or visiting your home.

If you are being repeatedly disturbed by your neighbours; you may wish to try and resolve the situation by simply talking to them.

Should the nuisance continue, please contact your Housing Officer for advice.

Other Ways to Complain

- Call the Police if a neighbour is causing a disturbance
- Speak to the Environmental Health Officer at your local council. They have powers they can use to deal with certain disturbances.

A full copy of the Association's policy on dealing with neighbour disputes and anti social behaviour is available on request.



Harassment

If you feel you are being harassed because of your ethnic origin, religion, disability, gender, age or for any other reason; you should contact the Association without delay.

All complaints will be dealt with in accordance with our Harassment Policy detailed in Section 10.

HARASSMENT WILL NOT BE TOLERATED UNDER ANY CIRCUMSTANCES AND LEGAL ACTION WILL BE TAKEN AGAINST A PERPETRATOR IF NECESSARY

Pets

The Association recognises that pet ownership can bring many health and social benefits, particularly to older people. However, controls must be in place to prevent irresponsible pet ownership which can cause suffering to animals and nuisance to neighbours.

Written consent must be obtained from the Association before keeping a cat, dog or any other animal on or about the property. Permission will usually be granted for small domestic animals and birds. The number and type of pet that may be kept are: -

1. Flats, houses and bungalows with communal gardens - a maximum of two small birds; a small aquarium; two same sex rabbits, hamsters, mice, gerbils, rats or guinea pigs.

2. Houses and bungalows with individual enclosed gardens - small domestic animals and birds as listed above, up to two cats, up to two dogs, aviary birds and pigeons or doves (aviary and pigeon/dove lofts will require permission from RHA and may require planning permission)

Permission will be given for a disabled resident to keep an assistance dog, such as guide dogs for the blind, hearing dogs for the deaf or dogs for the disabled.

Pets must be kept under control at all times and not allowed to cause a nuisance or danger to others, damage the property or foul in public places. Residents will be held responsible for the control and behaviour of their pets and any pets that visit their home.

If you have permission to keep a dog or cat and then allow it to cause a nuisance, the Association may take action against you. Should you experience problems with other people's pets, please let us know.



Communal Areas

The Association is responsible for the cleaning of most communal areas but we ask for your co-operation in keeping them tidy.

The cost of cleaning communal areas is included in your Service Charge.

Rubbish

When disposing of rubbish, please ensure that it is properly wrapped.

If you share a bin area with your neighbours, help to keep it tidy and ensure the bins are not overfilled.

Any large items e.g. furniture, may be taken away by your local council. You should contact them direct.

Gardens

If your home has a private garden, not maintained by the Association, it is your responsibility to keep it tidy and free from rubbish.

Gardening carried out by the Association is paid for via your Service Charge.

The Association endeavours to give good value for money by employing landscape contractors to carry out

specific work at regular intervals.

Details of the schedule of work are available on request.

In order to keep costs to a minimum, the Association does not ask the contractor to weed, gather leaves or prune bushes planted by residents.

Please note, you should not plant areas of communal gardens as this may result in grass cutters having difficulty carrying out their jobs.

Car Parking

On some schemes, a number of car parking spaces are provided for the use of residents and their visitors.

THESE ARE NOT ALLOCATED ON AN INDIVIDUAL BASIS AND YOU SHOULD AT ALL TIMES TAKE INTO CONSIDERATION OTHER LIKELY USERS

Designated disabled persons accommodation will have allocated car parking and this should at all times be respected.



Section 7 - Care of Your Home

This section contains information about looking after and living safely in your home.

Asbestos

What is asbestos?

Asbestos is a group of naturally occurring fibrous minerals that have remarkable insulating and heat resistant properties. These were used extensively from the 1950's in a range of building materials. Any building constructed or refurbished before 1999 is likely to have some asbestos containing materials.

As long as it remains in good condition asbestos does not cause any harm. Asbestos is only a risk if it is disturbed and fibres are released into the air.

What does the Association do about asbestos?

The Control of Asbestos Regulations 2006 require the Association to manage and control any risks from asbestos within our offices and the communal areas of our dwellings.

All offices and any common parts* of the Association's properties are surveyed to locate, as far as reasonably practicable, asbestos containing materials and assess their condition. The action to be taken will be decided taking into account the type, condition and location of the asbestos. It may be re-inspected at regular intervals, repaired, sealed, encapsulated or removed.

*Common parts, as defined by the regulations, include foyers, corridors, lifts and lift shafts, staircases, boiler houses, roof spaces, vertical risers, gardens, yards, garages and outhouses. It does not include communal dining rooms and lounges in sheltered accommodation. However, the Association has surveyed these areas as well.

If any actual or suspected asbestos is identified during any type of survey in a residential property, the resident(s) will be informed. The advice given will depend on the location and condition of the material and the action that is to be taken.

Where might you find asbestos?

Some of the most common uses of asbestos were in cement products used in the construction of garages, sheds, soffit boards, roof tiles and drainpipes; textured coatings such as artex; bath panels; floor tiles and toilet cisterns. These are not harmful if they are in a good state of repair and have not been damaged.

What should I do?

It is safe to clean and re-paint as long as the surface is in good condition and not sanded.

Do not attempt to remove, sand, scrape, wire brush or drill any surface that may contain asbestos.

Do not carry out any structural repairs or improvements without permission from the Association.



If you are concerned about any material in your home that you suspect may contain asbestos, please do not hesitate to contact the Association for information and advice. A copy of the Association's Asbestos Management policy is available on request.

Improvements

Can I make improvements to my home such as fitting a shower or a burglar alarm?

Yes, but the request must be in writing and permission given before work commences.

The Association will only refuse permission where there are good reasons e.g. the work is not in keeping with the rest of the dwelling or would make the house difficult to let in the future.

You may, however, be responsible for the ongoing repair and maintenance of any improvements.

Certain improvements qualify for the Right to Compensation and details of how to qualify for compensation can be obtained on request from your Housing Officer.

Satellite Dishes/TV Aerials

The Association is not responsible for the repair or replacement of TV aerials in houses and bungalows.

In flats and sheltered schemes where there is a communal aerial, the Association is responsible for the repair and replacement.

Satellite Dishes

The Association will consider any request for the installation of satellite dishes.

Permission will be granted subject to local planning regulations.

Cable TV

Prior to the installation of Cable TV, the Association may carry out a survey of the site.

Normally, permission will be given, but there may be occasions when, due to the level of disruption involved permission will be withheld.



Adaptations

If you are experiencing difficulties in your current accommodation due to a medical problem we may be able to help.

Examples of ways in which the Association may be able to help include:

- provision of handrails and lever taps
- installation of showers and ramps
- installation of stairlifts

There may be other adaptations more suitable to your individual requirements and advice is available from the Occupational Services Department of your local Council.

If you feel that your home needs adapting in any way, you should contact your Housing Officer who will give you detailed advice on the procedure to be followed.

A copy of the Association's policy on Disabled Adaptations is available on request from your Housing Officer or Bank Top House office.

Condensation

Condensation is steam or water vapour which turns into water (condenses) on

cold surfaces. Affected areas may show signs of mould growth and it can damage clothes, bedding, floor-coverings and decorations.

The following practical measures may help prevent condensation:

The way you use your home affects the amount of condensation you get. This does not mean that you should alter your habits drastically - just bear in mind the following tips:

- Keep kitchen and bathroom doors shut, particularly when cooking, washing or bathing.
- In winter, it is advisable to open windows for a short period of time to allow some ventilation.
- Try to leave some background heat on through the day in cold weather.
- Don't allow kettles and pans to boil away any longer than is necessary.
- Try to avoid drying clothes indoors particularly on radiators.
- Tumble driers should be vented where possible.
- Don't overfill cupboards and wardrobes. Leave some space to allow air to circulate.



If you have mould growth, you can get rid of mould by washing down the affected surfaces with a bleach type solution, and you can buy special paints which help to prevent it.

The Association has installed extractor fans in most properties in order to alleviate condensation.

These fans will operate automatically where there is moisture in the air and in some properties may be connected to the light switch in the bathroom.

The fan will continue to operate until the moisture level has dropped. They are extremely cheap to run and under no circumstances should they be tampered with.

Decoration

The Association is responsible for decorating the outside of your home; and any parts of the building you share with other residents.

You are responsible for the internal decoration of your home.

Gas Safety

Gas Appliances fitted by the Association are checked every year and comply with current Regulations so you should have no problems. A copy of your safety certificate will be given to you.

However, the following are some simple guidelines:

1. **NEVER** cover an appliance or block the vents
2. **NEVER** block or obstruct any fixed ventilation grilles or air bricks
3. **NEVER** block or cover outside flues
4. **NEVER** fit draught-stripping to doors of a room containing a gas appliance

BY LAW only a competent person - someone with the right knowledge and technical experience can carry out work on gas appliances. Do-it-yourself work on gas appliances could be dangerous and is illegal.

Should you carry out any modifications to your gas appliance without the permission of the Association, the Association will re-instate the appliance and you will be charged for the work.



Water Leaks

If there is a water leak at your property, turn off the water supply at the main stop-tap immediately and telephone the Association or use your pull cord or sayphone. While you are waiting for a contractor to attend:

Turn off any water or central-heating boiler and/or immersion heaters.

Turn on all taps to drain the water in the pipes as quickly as possible.

Electricity Failure

If there is an electricity failure at your property, or if you receive a shock from any electrical fitting, turn off the electricity supply at the meter immediately and telephone the Association or use your pull cords or sayphone to report the problem.

Frost Precautions

Serious damage can be caused to pipes, sinks, basins etc. by water in them freezing during spells of extremely cold weather.

At the onset of a cold spell take these precautions:

- Keep your home as warm as you can
- Do not leave your home entirely without heating for more than a day or two in very cold weather

If you are going away during cold weather it is always best to drain down the hot and cold water system completely.

- 1) Turn off the water at the stop tap
- 2) Open all taps until they run dry
- 3) Empty the WC flushing cistern

On your return

- 1) Close all taps
- 2) Turn the stop tap back on and allow the system to fill up

IMPORTANT

UNDER NO CIRCUMSTANCES SHOULD YOUR HEATING SYSTEM BE USED IF THE WATER SUPPLY IS TURNED OFF.

IT IS DANGEROUS TO LIGHT UP A HEATING SYSTEM UNLESS IT HAS BEEN REFILLED WITH WATER.



Fire Precautions

To avoid the risk of fire, there are a number of important things to remember:

- If you have children, ensure that your fire is guarded
- Do not prop open fire doors or tamper with self-closing devices. The closers have been fitted so that the fire proof doors limit any fire to a small area
- Do not hang clothes round fires
- Never wire more than one electric appliance into one socket
- Do not run cables under carpet or rugs
- Do not take electrical appliances into the bathroom
- Never leave pans, in particular chip-pans unattended
- Remove all plugs and close all doors before going to bed

Security

You should not allow anyone into your home unless you have checked their identity and are happy with their reason for calling.

All Association staff and contractors

working for the Association carry identification.

DO NOT BE AFRAID TO ASK TO SEE IT

If you live in a building with an entrance shared by others; do not let anyone in as you leave or enter the building - it may seem rude to shut the door on them; but this is an easy way for a thief to enter the building.

IF IN DOUBT - KEEP THEM OUT

If you go away on holiday avoid the usual tell-tale signs e.g. papers and letters in letterboxes.

Where possible arrange for a friend, relative or neighbour to draw curtains and collect post from time to time.

Security Lights

A well lit property will deter unwelcome visitors. Many people switch off lights to save money; but there are security lights that do not cost a great deal to run.

The Association has provided security lighting in line with Police recommendations in areas of risk.

Security lighting is a proven method of deterring intruders, it is to protect you and is extremely cheap to run.



Section 8 - Ending Your Tenancy

This section details what you must do should you wish to end your tenancy.

Notice of Termination

You have the legal right to live in your home as long as you wish, provided that you do not breach the terms of your tenancy agreement.

The Association can only end your tenancy by obtaining a court order.

Should you wish to end your tenancy, you can do so at any time by giving 28 days notice in writing.

If you fail to give 28 days notice, the Association reserves the right to charge rent for the full 28 day period.

Keys must be returned on or before the last day of your tenancy. If you return keys after the 28 day period, you may be charged rent up to the time the keys are received.

The property should be left in good repair and decorative order. You may be charged for any repairs resulting from misuse or neglect whilst you were a resident.

Any goods or belongings left in the property following surrender of keys will be disposed of and you will be recharged for the costs incurred.

Informing Other Agencies

Do not forget to inform the following of your moving date and new address:

- Council Tax and Housing Benefit
- Water, Electrical and Gas Companies
- Telephone Company
- Post Office for re-direction of mail

It is important that you arrange gas and electric meter readings before leaving.

Ending Tenancy on Death

If you are the only person living in your home and you die, it is the responsibility of your next-of-kin or executor to inform the Association.

Rent will only be charged up until the property is cleared and the keys are returned. Any rent owed at the end of tenancy will be referred to the estate of the deceased for payment.



Passing on a Tenancy:

Succession

Your tenancy can be passed to certain members of your family if you die. A joint tenancy automatically passes to the surviving resident on death, but the Association must be notified in order to update its records.

If you do not live with a partner, the tenancy may pass to any close member of your family who has lived with you for at least twelve months before your death. If there is more than one relative, the Association will decide who will have the tenancy if they cannot decide between themselves. Relatives other than partners who succeed to a tenancy may be asked to move to another property which is more suitable to their circumstances.

A tenancy can only be passed on this way once. There will be no further right to another succession. However, whilst there is no right to succession, we will look sympathetically at applications from anyone who has lived with the resident for the twelve months immediately before their death.

Joint to Single Tenancy

If a joint tenancy exists and one party wishes to terminate their share of the tenancy, both parties must write to the Association to arrange to assign the tenancy properly.

Special circumstances apply in some divorce cases and the Association will be happy to discuss any such difficulties.

Unless you have followed the correct procedure, the tenancy and rent payments remain a joint responsibility.

Single to Joint Tenancy

If you want to add a partner or other family member to your tenancy, there is no obligation on the Association to grant this request. However, we will consider granting a joint tenancy if you are married to your partner or can provide adequate proof that your partner has lived in your home as their only home for at least 12 months.

A joint tenancy will not be granted if you have broken the obligations of your tenancy agreement, for example, if you owe rent.



Section 9 - Transfers and Exchanges:

Transfers

As an existing resident of the Association, your accommodation may no longer be suitable for your needs.

Should this be the case you may be eligible for a transfer to a more suitable property.

Transfer applications will be assessed relative to the needs of existing applicants on the waiting list. However, additional points are awarded to transfer applicants in recognition of the Association's aim to assist existing residents.

Should you wish to apply for a transfer to another property you should contact your Housing Officer or Customer Services.

Mutual Exchange

As a resident of the Association you have the legal right to exchange with the resident of another Registered Social Landlord or local authority.

This option is available in addition to a transfer application.

Permission to exchange can only be withheld in certain circumstances and your application must be processed within 42 days of receipt.

Most local authority housing departments keep a mutual exchange register on which you can be included.

Should you wish to be considered for a mutual exchange, please contact your Housing Officer who will be happy to advise you accordingly.

UNDER NO CIRCUMSTANCES SHOULD YOU MAKE REMOVAL ARRANGEMENTS BEFORE GETTING THE WRITTEN CONSENT OF THE ASSOCIATION.



Section 10 - Policies

This section outlines the key policies referred to from time to time in this handbook. There is also a list of all of the Association's policies that are relevant to residents. A full copy of any of these policies is available on our website or on request.

RESIDENT INVOLVEMENT POLICY

The Association is committed to the rights of residents to be involved in the management of their homes. Opportunities will be promoted to encourage involvement in all aspects of service delivery to a level that is appropriate to the wishes of both individuals and residents' groups.

We will consult on issues where there is a reasonable and genuine opportunity for residents to influence the outcome. Where consultation is not appropriate we will ensure that we inform individuals and groups about decisions that affect them.

We aim to -

- Inform, consult and involve our residents in making decisions about, and setting standards for services.
- Ensure equality of access for all residents to become involved, and widen participation from under represented groups.
- Give feedback to residents about the results of their involvement, the performance of the Association, and the response to complaints and any changes made as a result.
- Monitor satisfaction levels and listen to the views of residents.

We will provide support and training for staff and residents to develop their knowledge, skills, capability and confidence so that everyone involved is able to work successfully together.

We will help with things like reasonable childcare costs, travelling expenses, training and stationery.

The Association currently offers the following opportunities for residents to become involved -

Individuals and groups of residents are consulted on matters that affect their home and the services that they receive from the Association, including day to day repairs, planned maintenance, and changes to rent and service charges.

Contract monitoring - residents' views are taken into account when monitoring contractors performance.



Publications - we use plain language in publications to make it easier for residents to understand and respond. These can also be provided on audio tape, in large print, Braille or in other languages.

Newsletter - the newsletter is published at least three times a year and overseen by a small editorial group of residents.

Annual report - a copy of the annual report is sent to every resident. It includes information about the Association's performance and the results of resident involvement.

Compliments and complaints help us by letting us know what we are doing well and where we need to improve.

Annual meetings are held with leaseholders, who are consulted in accordance with the Commonhold and Leasehold Reform Act 2002.

Twice yearly meetings are held at each sheltered scheme to consult with residents and discuss issues that affect their homes and the services provided at the scheme.

Twice yearly home visits are offered to all other residents giving them an opportunity to discuss any aspect of their dealings with the Association and express their views.

'Armchair Monitors' gives the opportunity for residents to have their say from the comfort of their own home by participating by telephone, email or post.

Residents Associations - residents are encouraged and helped to set up associations that can provide a voice for people who are interested in local concerns (not just housing issues).

Focus groups offer the opportunity for residents to meet with staff, discuss and influence service standards, policies and performance.



EQUALITY & DIVERSITY POLICY

The Association recognises the importance of its role as employer, service provider and purchaser of goods and services in eliminating all forms of discrimination and harassment, and in promoting tolerance, fairness and equality.

The Association will aim to ensure that no individual or group is treated less favourably on the grounds of race, nationality or ethnic origin, gender, sexuality, age, disability, marital status or religion.

Challenging targets will be set and monitored by ethnicity, gender and disability in the following areas - lettings, tenant satisfaction, dealing with harassment, Board membership, employment, resident involvement, complaints and procurement.

This policy is supported by a Disability Equality Scheme, Gender Equality Scheme, Race Equality Scheme and an Equalities Action Plan.

The Association will ensure that the lettings policy and procedure will not discriminate directly or indirectly in relation to race, ethnic origin, nationality, religious belief, gender, sexual orientation, marital status, or disability. All tenancies will be let in an open and accountable way that prevents discrimination and gives equal access to all groups of applicants. We will maintain effective monitoring and review systems to prevent discrimination.

Through its Resident Involvement Policy the Association aims to offer a range of consultation and involvement techniques to ensure that all residents have the opportunity to participate.

Feedback from residents is used to improve and shape services. The information will be analysed by ethnicity, gender and disability to help ensure that services are being provided in appropriate ways and to the equal satisfaction of all groups.

The Association's Harassment, Racial Harassment and Domestic Violence policies clearly state that we will not tolerate harassment based on race, gender, disability, religion, age or sexual orientation.

The Association's Board will aim to have a composition with a diverse range of backgrounds, skills and experience that is broadly reflective of the communities we serve. The Board will ensure that all working practices and business activities reflect the principles of equality and diversity, and consider regular monitoring reports on the performance of the Association in relation to equal opportunity matters.

All employees, Board members and members of the Residents Focus Groups will receive training to ensure that they understand and implement all aspects of this policy. The training will ensure that they have an appropriate knowledge of equality and diversity that relates to their roles and responsibilities and help them to recognise the diverse needs of people and deliver high quality customer service.



HARASSMENT POLICY

The Association will not tolerate any form of harassment, and will take prompt and effective action.

The Association will adopt a victim centred approach. The interests of the victim are paramount and they will be treated sensitively, courteously and respectfully.

Harassment is deliberate or intentional behaviour that is targeted at individuals or distinct groups because of their particular ethnic origin, gender, sexual orientation, disability or religion. It is the interference with a person's comfort or safety. It is persistent and recurs.

Harassment can be physical or verbal abuse, intimidation, attacks on or damage to property including graffiti.

A full copy of the Association's Harassment Policy is available on request.

All complaints and information will be treated as confidential.

This policy can be made available on request in other languages, large type, Braille or in audio format.



RACIAL HARASSMENT POLICY

The Association is committed to ensuring that its residents are able to live without fear of racial harassment, intimidation or attack.

The Association will not tolerate any form of racial harassment. It is a criminal offence and all reports of racial harassment will be taken seriously.

The Association has adopted the definition of a racist incident from the McPherson Report:

"A racist incident is any incident, which is perceived to be racist by the victim, or any other person"

The Association will take a victim centred approach and the wishes of victims will be taken into account at all stages.

The McPherson definition as it applies to a housing organisation is that racial harassment is physical, verbal, non verbal or threatened conduct which is perceived to be unreasonable or offensive to the recipient and therefore interferes with their right to the use and enjoyment of their home and neighbourhood.

A full copy of the Association's Racial Harassment Policy is available on request.

All complaints and information will be treated as confidential.

This policy can be made available on request in other languages, large type, Braille or in audio format.



COMPLAINTS POLICY

The Association is committed to providing a quality service, which meets the needs of our customers. However, sometimes things go wrong and when this happens we need to know about it to help us to improve our service.

A complaint is an expression of dissatisfaction by a customer about the standard of service provided by the Association, whether justified or not.

It is the aim of the Association to resolve complaints effectively and as quickly as possible.

The Association is committed to dealing with all complaints fairly and reasonably.

The Association recognises that complaints can provide valuable information about service delivery and will use this information to continuously improve services and also to improve the procedure for dealing with complaints.

A full copy of the Association's Complaints Policy is available on request.

A 'Complaint, Comment or Compliment Form' is also available on request.

A complaint may be made verbally or in writing by a customer or someone acting on their behalf. A complaint may also be anonymous although this may limit the action that can be taken in response to the complaint.

All complaints will be treated confidentially and taken seriously.

The Association will try to resolve complaints

at the first point of contact with the customer or at the earliest possible stage of the complaints procedure.

There are three stages to the Association's complaints procedure -

1st stage - if a customer is not satisfied by the response from their first point of contact then their complaint will be considered by a Senior Manager.

2nd stage - if a customer is dissatisfied with the response from the Senior Manager then their complaint will be considered by the Head of Housing Services or the Director of Finance.

3rd stage - if a customer is still dissatisfied with the response then their complaint will be considered by the Chair of the Board of Trustees.

If a customer is dissatisfied with the outcome after exhausting the Association's complaints procedure then they have the right to complain to the Independent Housing Ombudsman. The Association will co-operate fully with any investigation carried out by the Ombudsman.

If a policy or procedure is changed because of a complaint, the complainant will be informed and thanked for their help in improving the service

The Association will consider claims for compensation from complainants who have suffered financial loss.

Details of all complaints, including the level of satisfaction of customers with the complaints procedure, will be reported to the Association's Board.

This policy can be made available on request in other languages, large type, Braille or in audio format.



ANTI SOCIAL BEHAVIOUR & NEIGHBOUR DISPUTES POLICY

The Association is committed to ensuring that all residents enjoy their right to peace, quiet and security in their homes. The Association recognises the varied and diverse nature of the communities, in which it works and respects the differences of individuals.

The Association appreciates that anyone has the right to their chosen lifestyle providing that this doesn't spoil the quality of life of others. This implies some degree of tolerance and respect for the requirements and needs of others.

The Association aims to reduce and control incidences of anti social behaviour of residents, people living with residents and their visitors by taking prompt and effective action. The Association will demonstrate by its actions that it will not tolerate anti social behaviour.

The Association aims to provide a responsive service to meet the needs of customers.

Anti social behaviour can be of a serious and criminal nature including racial and other harassment, physical violence, and drug dealing. It can also include loud music (often late at night), barking dogs, verbal abuse and vandalism, which whilst not criminal in nature can be equally detrimental to the quality of life in the community.

A full copy of the Association's Anti Social Behaviour & Neighbour Disputes Policy is available on request.

All complaints and information will be treated as confidential.

The Association will aim to resolve problems speedily and without recourse to legal action wherever possible. However, a firm approach will be taken against the perpetrators of anti social behaviour and legal action will be taken where necessary. This may include injunctions, demotion orders, anti social behaviour orders, parenting contracts and orders, and enforcement of the tenancy conditions that may ultimately lead to repossession of the perpetrator's (or their family's) home.

Advice and support will be provided to victims and witnesses of anti social behaviour.

The Association will work in partnership with the Police, the Council and other agencies to prevent and deal with anti social behaviour.

Where drug or other substance abuse, mental health and/or disability are causing a nuisance to neighbours the Association will work with relevant agencies and in accordance with the Disability Discrimination Act to find a resolution to the problem.

Residents who are responsible for deliberate damage as a result of anti social behaviour will be recharged the full cost of the damage.

This policy can be made available on request in other languages, large type, Braille or in audio format.



DOMESTIC VIOLENCE POLICY

The Association is committed to the rights of every person to live without fear of violence and abuse. Domestic violence is a serious crime and has a devastating effect on the people who suffer from it. Therefore, the Association will take prompt and effective action.

The Association will take a victim centred approach and respect the wishes of the victim at all stages. Their safety is paramount and they will be treated sensitively, courteously and respectfully.

Domestic violence is about one person having power and control over another person. It can be actual, attempted or threatened and typically involves a pattern of abuse and intimidation which escalates in frequency and severity over time. It may include physical violence, sexual violence, emotional or psychological intimidation or financial abuse.

The Association will take all reports of domestic violence very seriously. We aim to provide effective support for all victims and to take appropriate action against alleged perpetrators.

All complaints and information will be treated as confidential.

If a tenant commits domestic violence then legal action can be taken that will result in the loss of their home.

DATA PROTECTION, ACCESS TO INFORMATION & DOCUMENT RETENTION POLICY

This policy aims to protect and promote the rights of individuals and the Association, by identifying information that is to be treated as confidential, and outlining the procedures for collection, storage, handling and disclosure of such information.

The Association holds personal and confidential information about its prospective, current and former employees, board members, tenants, leaseholders, suppliers and contractors. This policy covers all records and information held by the Association in respect of these 'data subjects'.

The Association will not ask for information that is not necessary for business purposes.

Confidential information will only be accessible to staff who 'need to know' such information in order to carry out their duties.

Members of staff, applicants for housing, tenants, leaseholders and any other visitors will be offered a private place to discuss matters of a confidential nature.

When dealing with customers by telephone the Association will take steps to ensure the identity of the individual before disclosing personal information.

Employees will not discuss confidential



information with third parties who have no particular right to know about the internal business of the Association.

Personal information relating to tenants and leaseholders will be used to: -

- Assess and prioritise applications for housing
- Enable the Association to fulfil its responsibilities as a landlord, for example, passing names and telephone numbers on to contractors so that arrangements can be made to carry out repairs
- Arrange care and support services for residents
- Arrange other services such as concessionary TV licences
- Comply with the Association's legal and regulatory obligations
- Help prevent crime and deal with anti social behaviour
- Enable audit of services
- Ensure that the Association's Equality and Diversity policy is being effectively implemented

Information about ethnic origin or religion will be used to provide statistical information to organisations that regulate the Association. The information will be presented in a way that does not identify individuals.

Information will not be shared with third parties without the individual's written

consent other than in the exceptional circumstances detailed in the Data Protection Act 1998: -

- Where there is clear evidence of fraud
- To comply with the law
- In connection with legal proceedings
- To protect the health and safety of the individual, where the individual would be at risk if the information were not disclosed, or where there is a legal requirement to do so
- Anonymously for statistical purposes

The Association may use tracing agents for the collection of former tenant's arrears and other debts. Information will be passed to them as part of the debt recovery process.

Confidential items and papers that are no longer required will be disposed of by shredding or by an approved contractor who will supply a certificate of destruction of the items.

All individuals have the right to see the personal information about them that is held by the Association in electronic or 'structured' manual form (i.e. part of a file system). Any request from a prospective, current or former tenant will be processed within the provisions of the Data Protection Act 1998 and the Information Commissioner's guidance. A charge of £10 will be made per request.



The Association also has the following policies (copies are available on our website or on request):-

Alternative Accommodation

Asbestos Management

Asset Management

Customer Service Standards

Debt Recovery

Disabled Adaptations

Disturbance & Compensation

Gas Safety

Information Security

Lettable Standard

Lettings

Procurement

Recharges

Rent Setting

Repairs & Maintenance

Safeguarding Vulnerable Adults

Smoke Free