



# RESIDENTS' HANDBOOK



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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. 1188450) and Registered Social Landlord (reg no, A1855) regulated by the Charity Commission and Homes and Communities Agency. The Association owns over 1,590 homes for rent, lease and shared ownership, located in 24 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:

**Maple House,  
11 Tillage Green,  
Westpark Village,  
Darlington,  
DL2 2GL**

**Telephone: 01325 482125**

**Freephone Number: 0800 0287428**

**Website: [www.railwayha.co.uk](http://www.railwayha.co.uk)**

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

The office is open from 8.30 am to 4.30 pm Monday to Friday (except Bank Holidays).

## **Board**

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

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



# SECTION 2 - Your New Home

## 2.1 - Important Documents

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### Tenancy Agreement

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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.

## 2.2 - Checklist of Things to Do

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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.

## 2.3 - Housing Benefit

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You can apply to your local council, or job centre if you are in receipt of Universal Credit, for housing benefit.

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.

## 2.4 - Insurance

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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 you insure your belongings, details are available from any insurance company or agent.

There are specialist schemes available for over 50s 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 0345 4507288.

## **SECTION 2 - Your New Home**

### **2.5 - Keys**

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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.

### **2.6 - Rotary Driers**

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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.

### **2.7 - Your Housing Officer**

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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.

### **2.8 - How Your Rent is Set**

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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?**

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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**

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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**

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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**

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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**

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

Your rent is reviewed annually and is set in accordance with guidelines issued by the Government.

## **Notifying Increase**

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

## **Objections**

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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**

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

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 at your local council, or job centre if you receive Universal Credit.

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

## **2.9 - Service Charges**

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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.

## SECTION 2 - Your New Home

### 2.10 - Paying Your Rent

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

**Direct Debit:** If you wish to pay your rent or charges by direct debit please contact us on 0800 028 7428 or speak to your housing officer.

**Via the internet:** (for debit card payments only): Please go to the Allpay: [www.allpay.net](http://www.allpay.net) and have your Allpay rent payment card or charges payment card handy.

**Telephone:** You can also payments via an automated telephone line using your debit card on 0844 557 8321. This service is available 24 hours a day, 365 days a year. Please have your Allpay rent payment card or charges payment card handy.

**Online banking:** You can do this by quoting your rent account number as the reference, and using our bank details as follows: Sort Code: 30-92-52 Account number: 00416181

**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 Point:** You can pay your rent at any store with a PayPoint facility using your Allpay rent payment card or charges payment card (cash payments only). To find your nearest PayPoint outlet visit the PayPoint website: [www.paypoint.com](http://www.paypoint.com)

**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

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If you get help from your local council, you can ask them to pay your housing benefit direct to us

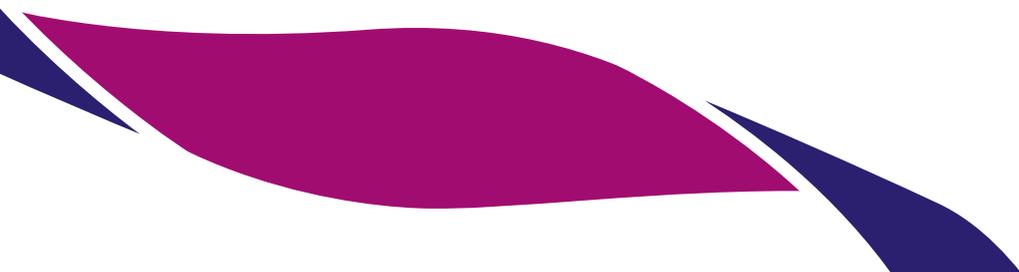
If you get housing benefit included in your Universal Credit payments you may be able to have it paid direct to the association - please ask at your local job centre or your Housing Officer for help with this.

If your housing benefit is paid direct to the association but you still need to pay an amount yourself, please remember it is your responsibility to make sure that the association receives the full amount of rent.

### Rent Statement

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



## 2.11 - Difficulty in Paying Your Rent

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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.

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.

## 3.1 - What the Association Expects from you

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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.

## 3.2 - What You Can Expect from the Association

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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.

# 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.

## 4.1 - Ways To Get Involved

**Residents Forum:** made up of residents who are prepared to complete surveys and questionnaires from the comfort of their own home, 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.

**Residents 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 three focus groups covering the following areas:

- North East
- North & South Yorkshire and Hereford
- Hull & East Riding

**Residents' Scrutiny Panel:** a small number of residents provide an independent check on, and if necessary, challenge to the association.

**Board members:** residents are eligible to apply to become a member of the Association's Board of Directors and help to decide on key issues of policy, strategy and areas of business.

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

For more information on resident participation please contact your Housing Officer or call our freephone number 0800 028 7428.

# SECTION 5 - Repairs and Maintenance

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

## 5.1 - The Association's Responsibilities

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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

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If a resident's local council does not provide a free service then 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, flies, wasps and bees. 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.

## 5.2 - Your Responsibilities

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You are responsible for:

- Repairs caused by faulty electrical appliances
- Light bulbs, light tubes, starters, fuses and fuse wires including bulbs for electric fires.
- 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, moles, 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
- Wireless doorbells
- Battery operated smoke detectors

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
- Any blockage to drains found to be caused by nappies, sanitary/ incontinence pads, fat or wipes

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

### **Door Entry Systems - Additional Keys**

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

### **5.3 - Reporting Repairs**

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You may report a repair by telephoning our free phone number 0800 0287428, in writing, in person or via our website ([www.railwayha.co.uk](http://www.railwayha.co.uk)).

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.

## SECTION 5 - Repairs and Maintenance

### 5.4 - How long will repairs take?

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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:**

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##### **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.

### 5.5 - Emergency Repairs

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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 on the next page)

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

## **TO REPORT AN EMERGENCY REPAIR**

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### **During office hours**

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Please telephone these repairs to our head office on the freephone number: **0800 0287428**

### **Outside of office hours**

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Please telephone the emergency repairs service on: **0300 373 2803**

### **GAS**

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

**Turn off the main supply immediately.**

**Call: 0800 111 999**

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**

## **5.6 - Service Contracts**

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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

## **5.7 - Planned Maintenance and Major Repairs**

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

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**

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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.

## **5.8 - Right to Repair**

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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 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.

### 6.1 - Noise and Nuisance

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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 some cases, these complaints are 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

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- 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.

### 6.2 - Harassment & Hate Crime

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If you feel that you are being harassed because of your ethnic origin, religion, disability, gender, transgender, age, sexual orientation or any other reason then you should contact the Association without delay.

All complaints will be dealt with in accordance with our Harassment & Hate Crime Policy.

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

### 6.3 - Pets

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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.

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.

## 6.4 - Communal Areas

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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.

## 6.5 - Rubbish

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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.

## 6.6 - Gardens

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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.**

## 6.7 - Car Parking

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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.

## 7.1 - Asbestos

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### What is asbestos?

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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?

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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?

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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?

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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.

## **7.2 - Improvements**

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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 if the alteration will affect the safety of your home, cause additional expense to the Association or reduce the value of the property.

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.

## **7.3 - Satellite Dishes/TV Aerials**

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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**

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

Permission will be granted subject to local planning regulations.

## **Cable TV**

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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.

## **7.4 - Adaptations**

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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 by contacting our head office.

## SECTION 7 - Care of Your Home

### 7.5 - Condensation

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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.

### 7.6 - Decoration

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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.

## 7.7 - Gas Safety

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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.

## 7.8 - Water Leaks

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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.

## 7.9 - Electricity Failure

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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.

## 7.10 - Frost Precautions

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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.**

## SECTION 7 - Care of Your Home

### 7.11 - Fire Precautions

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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

### 7.12 - Security

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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**

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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.

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

# SECTION 8 - Ending Your Tenancy

## 8.1 - Notice of Termination

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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

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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.

## 8.2 - Ending Tenancy on Death

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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.

## 8.3 - Passing on a Tenancy

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### Succession

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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.



## **SECTION 8 - Ending Your Tenancy**

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**

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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**

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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

## 9.1 - Transfers

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As a 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.

## 9.2 - Mutual Exchange

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

The Association subscribes to HomeSwapper.co.uk which is the UK's largest home swap (mutual exchange) service.

It is free to all residents of Railway Housing Association.

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

A number of key policies have been referred to from time to time in this handbook. A list of all of the Association's policies that are relevant to residents is shown below. A full copy of any of these policies is available on our website or on request.

Adult safeguarding

Alternative accommodation

Anti-social behaviour

Asbestos management

Asset management

Complaints

Customer services

Data protection

Debt recovery

Decent homes plus standard

Disabled adaptations

Disturbance & compensation

Domestic abuse

Equality & diversity

Financial inclusion

Fire safety

Gas safety

Harassment & hate crime

Health & safety

Lettable standard

Lettings

Mobility scooters

Pets

Privacy notice

Recharges

Rent setting

Repairs and maintenance

Resident involvement

Service charges

Smoke free

Succession/assignment

Value for money strategy

Violence against staff

Water safety



Your guide to  
**HEATING  
YOUR HOME**  
Money saving tips



Your guide to our  
**POINTS  
SYSTEM**



Your guide to our  
**PETS  
POLICY**



Your Request Form for  
**DATA SUBJECT  
RIGHTS**



Information can be made available in other languages, or other formats such as Braille or Audio Tape, on request. Please ask a member of our staff for more information, or if you need any other help or advice. (They can arrange to speak to you in your own language if you need them to.)

L'information peut être rendue disponible dans d'autres langues, ou en d'autres formats tels que braille ou bande magnétique audio, sur demande. Veuillez demander à un membre de notre personnel pour plus d'information, ou si vous avez besoin de tout autre aide ou conseil. (ils peuvent organiser de vous parler en votre propre langue si vous avez besoin qu'ils le fassent.)

Bilgiler istenildi inde di\_er dillerde de temin edilebilir ayrıca görme özürülerin kullanabilece\_i kabartma alfabesiyle veya Teyp kaseti \_eklinde de hazırlanabilir. Daha fazla bilgi için veya herhangi bir konuda yardım ve tavsiye ye ihtiyacınız varsa lütfen görevli personelden birisiyle konu\_unuz. (E\_er ihtiyacınız varsa personelimiz sizinle kendi dilinizde konu\_abilmek için bir tercüman ayarlayabilir).

نستطيع توفير المعلومات بلغات اخرى وصيغ اخرى مثل البريل (لفاقدي البصر) والشرائط الصوتية، حسب الطلب. يرجى الاستفسار من احد موظفينا للحصول على المزيد من المعلومات او للحصول على المساعدة او الارشاد. (يستطيع موظفونا توفير وسائل اخرى للتحدث معكم بلغتكم اذا احتجتكم الى ذلك.)

该资料已被翻译为其它的语言，也有诸如盲文或录音磁带的其它形式供选。请询问我们的职员以便获得进一步的资料、其它帮助或建议。(如果你有需要，他们可以安排用你自己的语言来和你交谈。)

در صورت درخواست ، اطلاعات به زبانهای دیگر در دسترس قرار خواهد گرفت و یا به هر شکل دیگر از قبیل خط برجسته و یا صدا. جهت دریافت اطلاعات بیشتر و یا دریافت راهنمایی و کمک، لطفاً از یک کارمند سوال کنید. ( آنها میتوانند ترتیبی بدهند که در صورت لزوم با زبان خودتان با شما صحبت کنند.)

ز انبار پانہ بہ زمانی خواتن ده ست ده کہ ویت، و یا بہ شیوہ کانی دیکہ، لہ وانہ بہ خہ تی گہ ورہ و یا بہ دہ نگ. نہ گہ ر پیویسنت بہ ز انباری زورتر، یارمہ تی و یا ناموزگار ی ہہ یہ، تکایہ پرسیار بکہ لہ بہ کیک لہ کارمہ نده کان. ( نہ وان کاریکی و ادہ کہ ن کہ بہ زمانی خوت لہ گہ لتا قسہ بکہ ن.)

ਬੇਨਤੀ ਕਰਨ ਤੇ, ਜਾਣਕਾਰੀ ਦੂਸਰੀਆਂ ਬੋਲੀਆਂ, ਜਾਂ ਹੋਰ ਰੂਪਾਂ ਜਿਵੇਂ ਕਿ ਬਰੇਲ ਜਾਂ ਆਡੀਓ ਟੇਪ ਤੇ ਵੀ ਦਿੱਤੀ ਜਾ ਸਕਦੀ ਹੈ। ਹੋਰ ਜਾਣਕਾਰੀ ਵਾਸਤੇ, ਜਾਂ ਜੇਕਰ ਤੁਹਾਨੂੰ ਹੋਰ ਸਹਾਇਤਾ ਜਾਂ ਸਲਾਹ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕ੍ਰਿਪਾ ਕਰਕੇ ਸਾਡੇ ਸਟਾਫ਼ ਦੇ ਕਿਸੇ ਮੈਂਬਰ ਨੂੰ ਪੁੱਛੋ। (ਜੇਕਰ ਤੁਸੀਂ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਉਹ ਤੁਹਾਡੇ ਨਾਲ ਤੁਹਾਡੀ ਆਪਣੀ ਬੋਲੀ ਵਿਚ ਗੱਲਬਾਤ ਕਰਨ ਦਾ ਪ੍ਰਬੰਧ ਕਰ ਸਕਦੇ ਹਨ।)

یہ معلومات گنڈارش کرنے پر دیگر زبانوں یا دیگر صورتوں، جیسا کہ، بریل (بھری ہوئی کھائی، ہینڈا اخصاص کے پڑنے کی کھائی) کی ای ڈی اور پیپ پر بھی فراہم کی جاسکتی ہیں۔ مزید معلومات یا اگر آپ کو کسی مدد یا مشورے کی ضرورت ہو، تو براہ مہربانی ہمارے عملہ کے ممبر سے بات کریں۔ (اگر آپ کو ضرورت ہو تو وہ آپ سے اپنی زبان میں بات کرانے کا انتظام کر سکتے ہیں۔)

## Contact us

Our office in Darlington, Maple House, 11 Tillage Green, Westpark Village, DL2 2GL is open between 8.30 am and 4.30pm Monday to Friday.

Free phone: 0800 0287428 | Email: info@railwayha.co.uk

[www.railwayha.co.uk](http://www.railwayha.co.uk)

[/railwayha](https://twitter.com/railwayha) [/railwayhousingassociation](https://facebook.com/railwayhousingassociation)

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