TENANTS' HANDBOOK

OAK TREE
HOUSING ASSOCIATION LTD

BASIC INFORMATION SHEET

Your main contacts in OTHA will be:

Housing Officer

Assistant Housing Officer

Housing Admin Assistant

They will deal with most aspects of your tenancy including rent collection, arrears action and estate management issues.

To report a repair, please call the dedicated repair line on (01475) 807001.

You will be very likely to meet other members of our staff team and may wish to keep a note of their names and job titles below. We will keep you informed of any changes that directly affect you either by letter, or in the Oak Tree Newsletter.

Name	Job Title
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

If you would like any part of this handbook in a different format including large print, please let us know.

The handbook is available on our website and can be read by web enabled software.

If you find it easier to talk in another language, we will arrange an interpreter.

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INTRODUCTION AND GENERAL INFORMATION

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Welcome Message

If you are a new tenant with OTHA, we would like to welcome you to your new home. This handbook is provided to give you information about your rights and responsibilities under the terms of your tenancy agreement. It also tells you about the services we provide and the main policies and procedures which will affect you.

About Us

OTHA was formed in 2001, when three housing associations (James Watt, Bow Farm and Victoria Housing Associations) decided to merge. We are a Registered Social Landlord (RSL) with the Scottish Housing Regulator, (who oversees the activities of RSL's in Scotland) as well as with the Financial Services Authority. Full contact addresses are provided in the Useful Contacts Page.

Our main role is to act as a landlord to provide good quality affordable rented housing to people in housing need in Inverclyde. We receive money from the Scottish Government to develop new property. We are also involved in Wider Role projects to support local communities and initiatives.

Equalities

We are committed to embracing diversity, promoting equal opportunity for all and the elimination of discrimination in all areas of the association's work.

We will not treat any person less favourably because of their gender, marital status, age, race, ethnic origin, nationality, colour, religion or similar philosophical belief, sexuality, disability, health status (including HIV or AIDS), or personal attributes including appearance.

OTHA aims to develop a practical plan of action to ensure the different needs of our customers are met and which is sensitive to the diverse concerns of the local community in Inverclyde. Our office is suitable for use by people with impaired mobility or who use a wheelchair.

We will make clear, full and accurate information on all aspects of our activities available to all existing and potential service users in an accessible format. The availability of information in different formats including large print and translated into different languages will be clearly promoted.

We will have access to telephone interpretation services as required, including Next Generation Text Service (for people who have a hearing impairment) and will clearly promote the availability of these services.

If you wish to have a copy of our Equalities Policy, please contact your Housing Officer.

How we operate

OTHA is controlled by a voluntary Management Committee that is elected annually from amongst share members. You can become a shareholder of the association for life by purchasing a share for a small fee of £1.00 if you are a resident of Inverclyde.

The Committee and Sub-Committees agree on the policy for all aspects of our work. The Management Committee employs a team of staff to carry out the day to day running of the Association who carry out OTHA's policies as approved by the committee. The staff team is accountable to the Committee and reports to them.

The Services We Provide

Housing Services – this section provides your housing management service and is your main point of contact. The team comprises of the East and West Team, with a Housing Officer, Housing Assistant and Housing Admin Assistant allocated to each geographical area. The Allocations Team manages all new and re-let properties and all re-housing registrations through Inverclyde Common Housing Register with a Housing Officer and Housing Assistants. The teams are managed by the Senior Housing Officer and Director of Housing.

Property – The repairs team take repairs and issue orders to contractors through a dedicated repairs line. They deliver factoring services, arrange planned and cyclical maintenance and deal with requests for alterations and adaptations. This section also deals with the development of new housing.

Finance – this section provides internal services such as paying salaries, preparing the accounts, issuing invoices, paying bills and managing the OTHA's finances.

Admin – this section provides admin support to the other sections and is the section you will speak to first when you call into, or telephone the office.

Customer Service Standards

We aim to give all our customers the highest possible standard of service. We will:

- put our customers first by respecting their rights, needs and views
- treat our customers with dignity
- find out what our customers want and respond to these wishes
- set standards in relation to customer care and monitor progress against these standards.
- provide relevant, accurate and accessible information
- be open, honest and truthful at all times
- ensure equality in the relationship between Oak Tree Housing Association and its customers at all times.

- To accept that mistakes can be made and to deal positively with constructive criticism.

Oak Tree Housing Association's offices will be open at hours to suit our customers. We have consulted on opening times. Where necessary, an appointment out with normal office hours can be arranged.

Our offices have a friendly and customer-focused atmosphere. The reception and private interview room(s) are accessible to customers with pushchairs/prams, in wheelchairs or with mobility problems. There is adequate and comfortable seating available in the reception area for those who need to wait for a short while, and a range of information about Oak Tree Housing Association and the services provided is also on display.

The following procedure applies where a customer calls into or rings the office:

- Telephones will be answered quickly and politely.
- If the person they require to see/speak to is available, they will be dealt with straight away.
- If the person they require to see/speak to is **not** available, they will be advised when they will be able to see/speak with them and offered an appointment. As an alternative another member of staff may be able to deal with their enquiry.

Whatever the circumstances, customers will **not** be left without

I. their enquiry being resolved, or
II. being advised of a time and date by which the appropriate member of staff will get back to them.

Whilst the office is open at lunchtimes, service is limited during these times. Oak Tree Housing Association also offers home visits where customers prefer this, and efforts will be made to achieve this within one week.

We are confident that we can achieve this standard. However, if you ever feel that we have not, please let us know. If our service is failing to meet our standard, we will certainly apologise and make sure that similar problems are avoided in the future.

Behavioural code – staff, committee and consultants/agents

All of Oak Tree Housing Association's Staff, Committee and Consultants/Agents will adhere to the following behavioural principles at all times when representing the Association.

- Be friendly, courteous and welcoming
- Treat all customers with respect and dignity
- When in a customer's home, respect this fact
- Carry and always show identification when out of the Association's office on business
- All staff members will wear a name badge and will introduce themselves by name and position in the Association.
- Respect confidentiality and privacy
- Deal with requests from customers promptly
- Deal with customers objectively and do not be judgemental or prejudiced
- Observe the organisation's equalities policy
- Be sensitive, patient and understanding when dealing with customers
- Be dependable, for example, get back to customers within the agreed timescale
- Never use foul or abusive language or speak to a customer in a raised voice.

Behavioural code – Customers

We think it is reasonable to ask our customers to:

- Be polite, courteous, non-abusive and non-threatening at all times
- Treat our staff with respect
- Come prepared and bring all necessary documentation
- Comply with all reasonable requests made by our staff
- Refrain from smoking when staff carry out home visits.
- Appreciate from time to time we may not be able to help, as some matters may be out with our control.
- Understand that in the event of unacceptable behaviour towards our

staff, service levels may be reduced to the person concerned.

If We Need to Visit You

There may be occasions when we need to visit you in your home. Whilst we would usually give prior notice, this might not be the case, especially in the event of urgent issues or emergencies. When we do visit, however, we will always carry a staff identification card. This includes the person's name, job title and picture.

If someone calls at your home claiming to work for or represent OTHA, please insist on seeing his or her identification card. If you are suspicious about the card that is offered to you as proof (for instance, the picture isn't in full colour or the card looks like a forgery), please phone us immediately.

Information

We provide information in a variety of ways

Regular newsletters are posted or emailed.

Our website www.oaktreeha.org.uk

X (formerly known as Twitter) and Facebook

Our on-line portal my.oaktreeha.org.uk which can be accessed via our website or our app (search for oak tree housing on the Apple App Store or Google Play Store).

We also produce detailed leaflets on many of our housing management policies, such as allocations, antisocial behaviour and rent arrears. The handbook refers to them briefly within relevant sections. Should you like any of the leaflets, simply contact your housing services officer.

Scottish Social Housing Charter

The Scottish Social Housing Charter came into effect in April 2012. The Charter was developed as a result of the Housing (Scotland) Act 2010, which supports the Scottish Government's long-term strategy for a Safer, Stronger Scotland. It promotes continuous improvement in the quality and value of the services we deliver to our customers. It puts you at the heart of what we do by encouraging you to get involved in the shaping of our services.

From April 2013, all Scottish Registered Social Landlords (RSLs) must meet the outcomes and standards set by the Charter. These are outlined at the start of each part of this handbook. We also need to meet new reporting requirements.

At the heart of our approach to the Charter, we need to use your feedback to measure how well we are doing and to drive improvements as we go forward. For this reason, we are working hard to look at how we engage with you and other customers. Our Customer Engagement Strategy lays out our ideas for this and we are working with a group of customers to jointly develop our customer focussed approach including:

- Development of a tenant focus group – this group will look at many areas of our business and services and decide how and when they will do this for themselves. Their focus will be on things that matter to them as customers.

- Working parties – we have some working parties made up of tenants and staff looking at key issues from the tenant survey and reporting back to the tenant focus group.

- Communication – we are developing our approach to using social media with the help of some of our tenant experts. This will encourage more contact with the younger tenants and those silver surfers that live in the digital age. We are on X (formerly known as Twitter) @OakTreeHA.

Service surveys – we use lots of different types of surveys to get tenant feedback. Our tenant focus group will look at the best ways of doing this and help us respond to the feedback.

Complaint Handling Procedure – our new way of handling complaints allows a faster response and review. The feedback from complaints and the action to address them is reviewed and reported to tenants via our newsletter. The streamlined process is already leading to significant improvements in service.

Reporting on the Charter

The Charter places reporting requirements on the Association. At the end of each financial year, OTHA will complete an Annual Return on the Charter (ARC) to the Scottish Housing Regulator. In August each year, the Regulator will publish its 'Regulator's Report to Tenants' based on the Charter comparing performance of all associations. In October each year we publish our report to tenants on how well we have met the Charter requirements.

SECTION 2: YOU AND YOUR HOME

Scottish Social Housing Charter Outcomes

Outcome 6 - Estate Management, anti-social behaviour, neighbour nuisance and tenancy disputes

Social landlords, working in partnership with other agencies, help to ensure that:

- tenants and other customers live in well-maintained neighbourhoods where they feel safe.

This outcome covers a range of actions that social landlords can take on their own and in partnership with others. It covers action to enforce tenancy conditions on estate management and neighbour nuisance, to resolve neighbour disputes, and to arrange or provide tenancy support where this is needed. It also covers the role of landlords in working with others to tackle anti-social behaviour.

Outcome 11 - Tenancy sustainment
Social landlords ensure that:

- tenants get the information they need on how to obtain support to remain in their home; and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

This outcome covers how landlords can help tenants who may need support to maintain their tenancy. This includes tenants who may be at risk of falling into arrears with their rent, and tenants who may need their home adapted to cope with age, disability, or caring responsibilities.

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- Subletting
- Assignation
- What if I am absent from my home?
- Running a Business?
- Policy on harassment

Early Days

When you accept an offer of a house and are signing the tenancy agreement, we do our best to give you as much information as possible about the property and your rights and responsibilities. You are given several important documents including your tenancy agreement. We recommend you keep them in a safe place.

We follow up the tenancy signing with a New Tenant Visit to check that you have moved in and are settling well into the property. We can then deal with any questions which you may have and take the chance to reiterate some of your most important rights and responsibilities. We will check that your rent has been paid (it is due in advance at the start of the tenancy) or that if you are to receive Housing Costs, a claim has been made. We can also refer you to external agencies to help you sustain your tenancy.

Your Tenancy

Most tenants of OTHA have a Scottish Secure Tenancy. The SST sets out in detail the rights and responsibilities of OTHA (as your landlord) and you (as the tenant).

In a very small number of cases, your tenancy could be a Short Scottish Secure Tenancy which gives less security of tenure – if this applies to you the reasons behind this decision and the implications for your security of tenure will have been made clear to you.

Advice for Moving In

Before you move into your new home, follow this checklist to make sure your move goes smoothly:

- Contact the local gas and electrical companies to arrange for meter readings and for the supply to be put in your name
- Contact Inverclyde Council and make arrangements to pay your council tax.

- Find out where the water main stop tap is (usually under the kitchen sink)
- Locate the fuse box, electricity meter and gas meter.
- Arrange contents insurance for your furniture, decorations and belongings. There are some schemes designed for housing association tenants and we should have already given you details when you signed up for your tenancy. Please ask your housing officer if you wish to find out more or need help filling in the forms.

As the occupier, you are responsible for all electricity, gas and council tax bills. We would advise that you contact your chosen company to ask about budget payment schemes where you can spread the cost over 12 monthly instalments. If you have a bank account, a number of companies give a discount if you pay by direct debit.

You can have a telephone installed at the property – at your own cost – without asking OTHA's permission.

It is usually worth forwarding your mail from your old address. This prevents confidential mail being intercepted (bank details & credit card statements can be very worthwhile to a potential fraudster). The Post Office does charge for this service.

Benefits for Tenants

Help with Rent (Housing Costs)

Depending on your circumstances, you may be entitled to help with your housing costs by claiming either Universal Credit or Housing Benefit.

A member of staff from the housing team can also help you apply online from OTHA's office.

You may ask for your Housing Benefit or Universal Credit Housing Cost element to be paid directly to us. There is more advice in the 'Your Rent' Section of this handbook.

We can offer advice about access to budgeting bank accounts to help you manage your money to ensure your rent money doesn't get used for less important debts.

Council Tax Reduction

Inverclyde Council sets the amount payable by people living in properties throughout the region to help pay for local services. You will receive one bill for the house you live in, which is based upon the relative value of your property to others in the area.

A number of discounts are applicable, for instance, a 25% reduction for a single adult living in the property. Bills are also reduced for people on low incomes or people with some disabilities. This is assessed upon your circumstances and the information you provide when you register as the Council Taxpayer.

The claim for Council Tax Benefit is part of the form you complete if you are claiming Housing Benefit.

You & Your Neighbours

You have a responsibility not to cause nuisance or annoyance to your neighbours. This duty also applies to other members of your household and visitors to your home. You should, in turn, be allowed to enjoy freedom from nuisance and annoyance caused by your neighbours, their family or visitors to their home.

Unfortunately, sometimes your neighbours may behave in a way you find unacceptable, and you may wish to make a complaint. If you do make a complaint, we will discuss the details with you and explain the process for dealing with the issue. We do not reveal the details of the person making the complaint. We need to take steps to verify the facts by speaking with other neighbours, the police or other witnesses. This helps decide if a breach of tenancy has or may have occurred. We will discuss the outcome of the investigation with you before agreeing what action we will take.

If a complaint is about a problem that we can see for ourselves, we can act without a formal complaint – for example, if rubbish is being left in a close or stairs are not being cleaned. We would then approach all those who could be responsible.

Good neighbours can usually work out differences without falling out. Where differences can't be resolved, our policy

is to work with residents to try to find a solution or to change the behaviour which is causing concern. Most problems are resolved with some co-operation from the parties involved – we can offer access to an impartial mediation service if this would be helpful. Where this is not possible, we have a range of measures which we can take to resolve a problem.

The most common reasons for neighbour disputes are:

Noise - Use of communal areas and facilities – Car Parking – Pets – Children

We cover these issues on the next few pages and give you some brief advice on what you can do when faced with a problem.

Noise

You may be affected by noise even where your neighbour is not acting unreasonably. All households make some noise and in a flat, for example, it would be very unusual not to ever hear your neighbour. They are also likely to hear you from time to time.

Disagreements about noise can often be resolved by a tactful approach to your neighbour and a bit of 'give and take'. You may need to find a compromise that works for you and your neighbour. This can only be done if you can discuss the matter with them in a reasonable and polite manner.

For more minor cases, we can get involved to help you jointly agree a solution. Mediation is often very helpful and we can arrange this if both parties agree.

Unfortunately, serious noise problems also occur. A tenant will be in breach of their tenancy agreement if the noise is unreasonable in some way. Perhaps it is particularly loud, or the noise happens at antisocial hours. There are likely to be many other people affected and evidence will be collected from witnesses including other residents, the Police and the Community Warden service.

In a serious case, we can apply to the Sheriff Court for an eviction decree if a tenant continues to be anti-social. Eviction is a very extreme remedy, however, and a court will require evidence of a serious and continuing problem. The court process is slow and can take some months.

There are a number of other agencies that you can contact who have powers to deal with a noise problem as it is happening:

- Complain to Inverclyde Council's Social Protection Team which includes the Community Warden service (Tel 0800 0131701). If they have evidence that your neighbour is creating a statutory nuisance, they have powers under the Environmental Protection Act 1990 and can issue a notice requiring your neighbours to stop. If the noise continues, they can then take your neighbours to court and have them fined.
- Complain directly to the police at the time the noise occurs. They will attend and have powers to deal with any breach of the peace and to remove equipment if necessary. They can also issue on the spot fines.

Use of Communal Areas

Communal areas, especially closes and stairways, are the main escape routes in case of fire. They must always be kept clear. All communal areas, including lifts and bin stores, are the responsibility of all residents to keep clean and tidy.

If you have large items of rubbish, contact Customer Services at Inverclyde Council (Tel. 01475 717171). If you have a cellar, please use this to store things that you intend to keep.

If you don't need or want the item anymore, please dispose of it.

Some tenants keep some play equipment in the backcourt area. Whilst we do not encourage this, as long as the equipment is not causing an obstruction or any nuisance, we would allow it to remain.

If a tenant is failing in their responsibilities to keep common areas clean, we can involve the Safer and Inclusive Communities Department at Inverclyde Council as they may be in breach of the local byelaws and be liable for a large fine. Certainly, if someone is causing a health hazard

or encouraging vermin, the Council will be able to use their statutory powers.

Car Parking

Some of our properties have parking bays for tenant and visitor use. Please park considerately, and never block access for emergency services. Spaces should only be used for cars that are in use. Please do not park the following vehicles: untaxed or unlicensed vehicles; caravans, boats or large trailers; horseboxes, mobile shop units.

Parking is in short supply in some areas and the Association cannot guarantee that there will always be a space available.

Legal action could be taken to remove unauthorised vehicles. The car parking areas should not be used for extensive or commercial car repairs.

Pets

You may keep a domestic pet, providing your home is suitable, and it does not cause a nuisance to your neighbours or damage to your home or its environs.

Most owners take very good control of their pet. Dogs and cats in particular can cause a problem so we would ask you to remember the following guidelines:

- Do not allow your dog out on its own, without a lead or to frighten neighbours
- Do not allow your pet to foul the common areas or gardens
- Do not allow it to stray into designated play areas
- Do not leave your dog alone for long periods particularly if it is likely to bark or allow it to create unreasonable noise at any time.

We will ask you to complete a Dog Registration form as we hold details of all our tenants who have dogs.

If you don't follow these guidelines, OTHA may withdraw permission for you to keep a pet and you will have to find a new home for your pet. You will also be held responsible for any costs we incur in putting right any damage caused by your pet.

Dog fouling is unacceptable, and the association is working with residents to promote responsible behaviour. Free dog waste bags are available from our office on request.

Children

Parents are responsible for the behaviour of their children. If they are carrying out acts of vandalism, creating excessive noise, harassing neighbours, etc., the parents will be held responsible.

Most children behave reasonably and can expect a reasonable level of tolerance from neighbours in return. Whilst there is no right to play in common areas, we do not ban it as long as children are behaving reasonably. This means they should take account of other residents' feelings and be polite if asked to stop doing something.

If a problem does develop in a particular area, for example because a lot of children or youths are congregating or because of unreasonable behaviour, we may choose to ban playing in the area altogether.

If there is a clear breach of your tenancy agreement due to the behaviour of your children, your tenancy may be at risk.

More Serious Problems

Unfortunately, sometimes a more serious problem develops where a neighbour indulges in serious anti-social or illegal behaviour. Due to intimidation, you may find it hard to make a complaint or you may be unwilling for us to take any action. We would still like to discuss the issues with you. There may be a way of collecting impartial evidence – we may work with the Police to increase their involvement or involve the community warden service. If the problem is severe, other people are likely to be affected or may have complained in the past.

When illegal behaviour is involved, complaints should be made to the Police. Most illegal behaviour is also a breach of tenancy, and you should also report the problem to us. We do not get information on a routine basis from the Police about criminal charges brought against our tenants.

If a breach of tenancy is severe and persistent, we have a range of legal remedies:

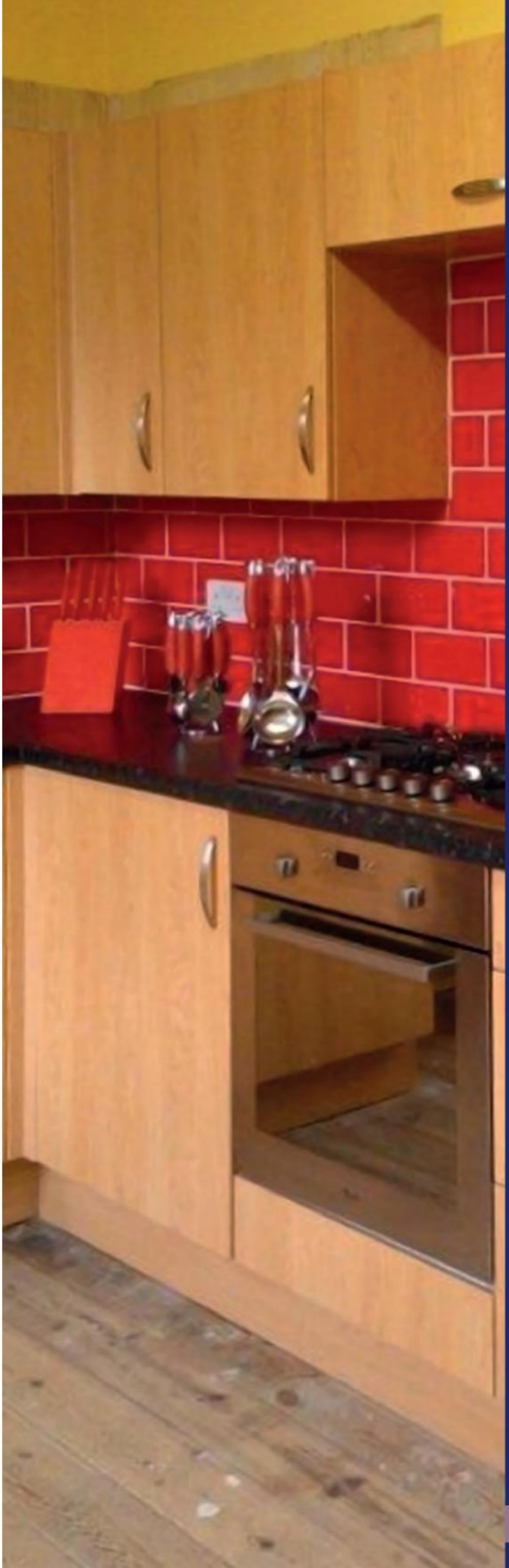
- Seeking an anti-social behaviour order to prevent anti-social behaviour
- Seeking an Acceptable Behaviour Contract if the nuisance is being caused by a young person.
- Serving a decree to evict the tenant responsible
- An action for specific implemention if a tenant needs to carry out a positive act to comply with their tenancy agreement
- A forced management transfer of the perpetrator

The Safer Communities Service of Inverclyde Council and the Police also can take a variety of legal steps to deal with problems that fall within their remit.

Inverclyde Council, in conjunction with the Scottish Government and Police Scotland have established a Problem Solving Unit and a Social Protection Team. An Anti-Social Behaviour Helpline has been set up together with Community Wardens and Anti-Social Investigation Team. **The helpline telephone number is 0800 0131701**.

You can also bring legal action for damages or apply for an interdict against the person(s) who is causing the problem to stop a particular type of behaviour. An interim interdict can be sought as an emergency measure to get a quick remedy.

Before the association considers any legal remedy, we will have to have an appropriate level of evidence to support the case. The costs of bringing any action will be weighed against the seriousness of the behaviour and the likelihood of winning any case brought.



Harassment

OTHA's Harassment Policy sets out how we will deal with a complaint of harassment. We are committed to dealing in a decisive and effective manner if a tenant becomes a victim.

The Director of Housing will deal with any case involving harassment. Where the victim's safety is a real concern, we would act to secure their safety and may provide temporary accommodation if this is necessary. We may offer a management transfer to a victim of harassment – this is done on a 'like' basis in terms of the type and demand level of the type of house they occupy.

This is part of our positive approach to tackling discrimination and harassment in our community.

Please see the section on harassment later in this section.

What happens if my circumstances change?

A number of significant changes can cause considerable difficulty to you, and we recognise the need to be sensitive and be as helpful as possible when things do change. Here are some of the most common changes:

Changes in Your Household

Your household may increase or decrease over a period of time. You do have an obligation to inform us of any change in the people who live in your home within 4 weeks of the change. Members of your family can live with you as long as this does not cause overcrowding. Whether your property is overcrowded would depend on its size and the number and age of people who are living in it.

The following rules apply when calculating if your property is the correct size for your household by allocating one bedroom for:-

- each adult couple
- any other person aged 16 or over
- two children of the same sex under the age of 16
- two children under the age of 10 regardless of their sex
- any other child
- a carer (who does not normally live with you) if you or your partner need overnight care

If your family size has increased and your home is now too small, you should apply to us for a transfer or seek a Mutual Exchange. You will not be held to be in breach of the condition on overcrowding whilst a transfer is pending.

If your home is now too big for your household, you should also apply to us for a transfer or seek a Mutual Exchange. If you claim housing benefit to help pay your rent, you may be affected by changes from April 2013. The changes may mean that some people will get less housing benefit than they did before. Please contact your housing officer for advice.

Relationship Breakdown

If you have a joint tenancy or have occupied the house as your only principal home as a spouse or partner of the tenant, and your relationship breaks down, please contact your housing officer as soon as you are able to discuss the implications for your tenancy.

You may agree with your ex-partner who is to stay in your home. We will act on any agreement reached to end a joint tenancy or sign the tenancy over to one partner's name. If you cannot reach agreement, under the Matrimonial Homes (Family Protection) (Scotland) Act 1987, either party to a 'matrimonial dispute' may apply to the Sheriff Court for an order to transfer the tenancy to their sole name. The court often gives the tenancy to the person who is given custody of the children. If you are facing such a change in your relationship, we suggest you contact your solicitor to discuss this matter.

If your ex-partner has left the property, but remains a joint tenant, we have powers to terminate their interest in the property by serving of notices.

What Happens if the Tenant Dies?

Your tenancy agreement gives a detailed account of who has the right to succeed to your tenancy if you die. The tenancy will pass to any surviving joint tenant or spouse/co-habiting partner who resides in the property as their principal home. For a cohabiting partner to succeed to your tenancy, they must also

have lived in the property for 12 months at the time of death and we must have known about it for at least 12 months.

If there is no one in the above categories who qualifies or who wishes to succeed to your tenancy another close relative may succeed on the conditions that they:

- Use the house as their only or main home.
- Are 16 years or older.
- Have lived in the property for 12 months at the time of death and OTHA knew about it for at least 12 months.

Finally, it is possible for a carer to succeed if

- He or she is aged at least 16 at the date of death.
- The house was his or her only or principal home at the date of death.
- He or she gave up another only or principal home before the death of the tenant.
- He or she is providing, or has provided, care for the tenant or a member of the tenant's family.
- Have lived in the property for 12 months at the time of death and OTHA knew about it for at least 12 months.

Anyone who wishes to succeed should notify the association within 28 days of the tenant's death. If there is a dispute as to who should succeed, the association will decide the outcome.

Joint Tenancy

If you have a partner or other household member you can apply for them to become a joint tenant, provided they have been resident for at least 12 months, and we had known that they were resident for at least 12 months. We will not unreasonably withhold our consent. Both parties will be liable for the rent and other liabilities of the tenancy.

Taking in a Lodger

When you were offered your tenancy, this was based on your family size and needs at that time. We will not unreasonably refuse your request to take in a lodger. We will also want details of all rent and other payments that you intend to charge. Any joint tenant will also have to agree.

- You need OTHA's written permission prior to taking in a lodger. You must provide a copy of the proposed agreement, which must be in writing.
- You need to let us know who the intended lodger is.
- We will not allow you to charge a level of rent, which is more than your own rent charge. You may make additional charges for services provided, however, such as heating or telephone bills.
- You may lose some or all any Universal Credit or Housing Benefit which you are currently entitled to; and you must notify the DWP or Housing Benefit section immediately of your intention to take in a lodger.
- We will not allow overcrowding.
- You will be responsible for the actions of your lodger just as if he was a member of your own household.

We suggest you discuss the issue with us at an early stage. However, if you submit a formal request we will inform you of our decision within 1 month. If we don't let you know within this timescale, your request is automatically approved.

Subletting

We will not unreasonably refuse your request to sublet your home. However, we will expect that you intend to live in your home in the future.

The property must have been your only or principal home for at least 12 months immediately before your written request. Sublets will not normally be allowed for longer than a six-month period or a year at most.

If you were going away for a longer period, we would expect that the tenancy be ended.

You need OTHA's written permission before you can sub-let your property. We will ask for a copy of the proposed agreement, which must be in writing.

You need to let us know who the intended sub tenant is.

- We will not allow you to charge a level of rent, which is more than your own rent charge. You may make additional charges for services provided, however, such as heating or telephone bills.
- You will lose all of any Universal Credit/Housing Benefit which you are currently entitled to, and you must inform the DWP/Housing Benefit section of the date you leave the property so that your claim is cancelled.
- We will not allow overcrowding.
- You will be responsible for the actions of your sub-tenant.

We suggest you discuss the issue with us at an early stage. However, if you submit a formal request we will inform you of our decision within one month. If we don't let you know within this timescale, your request is automatically approved.

Assignation

You may only assign your tenancy with our prior written consent, which will not be unreasonably withheld. You would normally be expected to end your tenancy if you were leaving the property, so we will look at the reason for you leaving. The person who you wish to assign the tenancy to must have lived in the property as their only or principal home for six months. They must agree to the assignation and that they will take on all the rights and responsibilities of the tenancy.

We will only agree to an assignation if:

It is ordered by a court, or the proposed assignation is to a person who would have otherwise been entitled to succeed to your tenancy if you died and it satisfies one of the following conditions:

- In the opinion of the Director of Housing, a valid management benefit exists from allowing the assignation or

- The assignation is proposed as a result of circumstances acting upon you and our refusal would lead to undue hardship to the person(s) involved.

We will not give approval if you voluntarily give up your tenancy without consideration of the needs of your family, except in the case of a relationship breakdown between spouses or co-habitees.

What if I am absent from my home?

Please tell your housing officer if you think you will be away for longer than 1 month (or two weeks in the winter). If you are away during colder weather, please contact the office to arrange that appropriate steps are taken to protect your water and heating systems.

If you, or a friend or relative, are able to keep your rent up to date, it should be possible to be absent for a reasonable time before we need to make a decision on ending your tenancy or not.

Please note that your benefit claim is likely to be affected by any significant period away from home. For guidance on this issue, please contact the Department of Work and Pensions who will be able to advise you on reasonable periods of absence in respect of entitlement to benefits.

Abandoned homes

If we believe your home has been abandoned, we will carry out an investigation to try and establish if you are still living there or if you are intending to come back. If we believe the house to be abandoned, we will serve a notice, which gives you 4 weeks to contact us to tell us that you intend to continue to occupy your home. If we do not hear from you, we will serve another notice and terminate your tenancy.

We will secure your belongings for 28 days and up to 6 months if the value of them exceeds the cost of storage and any debt you already owe to us. Before returning your property, we will expect you to pay the costs of storage and any delivery.

If you believe your home has been wrongly repossessed, you have 6 months in which to lodge an appeal with the Sheriff Court. If the Sheriff finds that we had acted wrongly or unreasonably in deciding your home was abandoned and taking action to terminate your tenancy, an order would be made to reinstate you in your tenancy, or if your house had been re-let, to provide you with alternative accommodation.

In the first instance you should contact us as quickly as possible as your home will be very quickly re-let. We would review the decision and if we found we had acted unreasonably or wrongly we would allow you back into your existing house. You would be liable for any rent arrears, which had accrued during the period of your absence, however.

Running a Business?

We believe that homes are meant to be lived in rather than running thriving business ventures from your back door. Some business activities that don't cause disturbance to neighbours may be acceptable, but you certainly need to get our consent first. You may also require planning approval, which requires you to submit a planning application to Inverclyde Council's Planning Department.

If you have been given agreement, and you later breach that agreement, perhaps due to an increased level of noise, or a high volume of visitors or vehicles to your home, OTHA may withdraw its consent. If you chose to continue to operate your business after we withdraw our consent, we could take action to repossess your home.

You MUST NOT display or show on the premises any advertisement relating to the trade, business or your profession.

Policy on Harassment

The Association is concerned that all our tenants, regardless of age, colour, disability, marital status, political views, race, religion, appearance, gender, sexuality or nationality should benefit from their right to enjoy their home peacefully.

We are strongly opposed to harassment. We will:

- Ensure that every tenant knows about our policy on harassment.
- Provide positive assistance and support to you, if you are a victim of harassment.
- Thoroughly investigate any complaints you have made.
- Deal promptly with any damage caused to your home and remove any graffiti.
- Interview you and agree with you what course of action you want us to take.
- Interview the person/people who are alleged to be the one(s) causing the harassment, as well as any independent witnesses.
- Take speedy action against the person(s) who are shown to be causing the harassment. This may include moves to evict the person if they are OTHA tenants or taking other legal action as appropriate.
- In severe cases, OTHA may help the victim move.
- Keep records of all our investigations, including photographic evidence where this is available and relevant.

If you are being harassed in any way, please report the matter to your housing officer without delay. The matter will be treated in strict confidence and your concerns will be given the greatest importance as we agree to the course of action to be taken. A senior member of staff will be allocated to deal with your case.

SECTION 3: YOUR RENT

Scottish Social Housing Charter

Outcome 13 - Value for money

Social landlords manage all aspects of their businesses so that:

- tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

This standard covers the efficient and effective management of services. It includes minimising the time houses are empty; managing arrears and all resources effectively; controlling costs; getting value out of contracts; and giving better value for money by increasing the quality of services with minimum extra cost to tenants, owners and other customers.

Outcomes 14 and 15 - Rents & Service Charges

Social landlords set rents and service charges in consultation with their tenants and other customers so that:

- a balance is struck between level of service provided, the costs of the services, and how far current and prospective tenants and service users can afford them
- tenants get clear information on how rents and other money is spent, including any details of individual items of expenditure above thresholds agreed between landlords and tenants.

These outcomes reflect a landlord's legal duty to consult tenants about rent setting; the importance of taking account of what current and prospective tenants and other customers are likely to be able to afford; and the importance that many tenants place on being able to find out how their money is spent. Each landlord must decide, in discussion with tenants and other customers, whether to publish information about expenditure above a particular level, and in what form and detail. What matters is that discussions take place and the decisions made reflect the views of our customers.

Contents

- How is my rent set?
- Paying your rent
- Problems with paying your rent
- Housing Benefit Overpayments
- Help with money issues

How is my rent set?

Your rent payment must cover the cost of managing and maintaining your home as well as any services that we provide.

Your rent has been set for your individual property according to the features that it has, for example how many rooms it has, whether it has a dining area or extra toilet, if it is a house or a flat. We add or take off points for the different features and end up with a total that is multiplied by a set amount to come up with the yearly rent.

For tenants who previously had a secure tenancy, the Rent Officer will continue to set your rent on a three-yearly basis.

What About the Service Charge?

The service charge is added according to the services that are provided. These are detailed in your tenancy agreement. If you live in a flat, you are likely to pay for the maintenance of the backcourt and garden area. If you live in a cottage, you may have to pay for landscaped areas to be maintained. Other examples include costs relating to lift maintenance or fire alarm servicing. In a small number of cases, we provide furniture and make a charge for this provision.

The service charge is based on the actual costs of providing the service, which are divided by all the households (including any owner occupiers) who receive them.

When does the rent increase?

Each year, between October and January we set the rent increase for the next financial year. To do this, we have to look at our projected income and what we need to spend on management and maintenance. We look at what other landlords charge locally to see if our rents are good value for money. We also look at what our tenants can afford. This is achieved by considering information taken at tenancy signings and through income surveys.

You will be kept informed of our proposals to increase rent and service charges through our newsletter. You will be asked for your comments and can obtain a copy of the rent and service charge policy if you request it. If we wish to change how we provide your service, we will consult with you in advance.

Your rent is charged every calendar month in advance on the first of the month. It will increase from the 1st of April each year and we will give you 28 days' notice of the increase.

Paying your rent

Your rent is due monthly in advance on the 28th of each month for the following month. If it suits you better to make an arrangement with us for weekly payments, this can be agreed, but we will require you to pay an agreed amount extra for an agreed period until you are one month in advance.

If you are unable to pay one month's rent in advance at the start of a tenancy, subject to our agreement, we will accept a minimum payment at the tenancy sign up of 1/12th of the monthly rent and payment of the balance owing over the next year. This normally means a payment of **£25-£30** in addition to the monthly rent payment which can be paid weekly.

You can pay your rent in a number of ways:

1. Universal Credit or Housing Benefit

If you are receiving welfare benefits or your income is low, you may be entitled to help with your rent. This will only be paid if you make a claim and comply with the rules for payment of benefit. If your circumstances change, it is your responsibility to inform the benefit department and any shortfall in benefit is due from you.

You can choose to have the Housing Benefit or Housing Cost element of Universal Credit paid direct to OTHA.

This means that your rent account is likely to be in arrears for much of the year. We will discuss this with you individually with a view to making an arrangement for the balance owing as your rent is due to be paid in advance.

2. Payment in Allpay outlets

You will be given a plastic swipe card with your tenant reference number on it. This allows you to make payments at all post offices and Allpay outlets. You can pay by cash, debit card or by cheque at the shopkeeper's discretion. We will give you a wallet to keep all your receipts in so that you have a record of your payments.

If you lose your card, we will order a new one for you. It will be sent out the next day by first class mail. Your card can only be used to pay your rent and is of no value to another person.

3. Direct Debit

We offer the facility to pay by direct debit through Allpay. Direct debit allows us to make changes to your payment at the time of the rent increase.

4. Internet payment

Our online portal my.oaktreeha.org.uk can be accessed via our website or our app (search for oak tree housing on the Apple App Store or Google Play Store) and it allows you to make online payments.

5. Debit/Credit Card Payments

You can pay by Debit or Credit Card in person at the office or by telephoning the office.

Rent Statements

We will give you a statement of your rent whenever you ask for one. You should check the statement carefully. You can also access details of your account by logging onto our web portal. If you do not agree with the details or have a query, you should contact your housing officer or assistant as soon as possible.

Problems with paying your rent

Many tenants face problems with paying their rent. If you are having difficulty, we will work with you to stop an arrear building up and to reduce the debt over time according to your financial circumstances.

Arrears most often arise due to:

- Delays in submitting claims for Housing Benefit or Universal Credit
- Failing to start paying rent directly when you start a new job
- A change in the household such as a non-dependent moving in or passing a birthday who is due to make a contribution to the rent.
- The tenant failing to pay what they are due.

Our approach is to work with you to deal with any arrears or rent payment problem at a very early stage. We will try to make personal contact with you as soon as we can after an arrear arises. This is so that we can try to find out the root cause of the problem and to jointly find a way of dealing with it before the debt gets out of hand. The rent charge is made every month and a debt can soon get out of control.

There are several positive things we can do:

- Discover if there is benefit issue, which may be causing your arrear.
- Assess your financial circumstances to discover the cause of the problem.
- Give advice about benefits, which you may be entitled to, but are not claiming.
- Put you in touch with specialist advice agencies who can deal effectively with multiple debt problems.
- Agree if you need some support to help you cope with your tenancy and try to get you the help you need.
- Agree a payment plan going forward to deal with the ongoing rent as well as the arrears.

We will certainly attempt to contact you once an arrear arises, but we would also advise you to get in touch with us as soon as you know you may have a problem. We will try all means of contacting you including calling at your home.

If we are trying to contact you and you do not respond, we have no option but to assume we will have to deal with the problem without your co-operation.

Your housing officer or housing assistant will deal with monitoring of arrears cases and chasing up payments. If you do miss a rent payment, we would aim to contact you within 7 days and to follow up with a visit if you do not contact us.

We want to speak to you face to face to discuss the problem in detail. This interview can be held in OTHA's offices or in your own home and can be at a time that suits you including out of normal office hours. The interview is confidential. You can have another person present to support you if you wish to do so.

During the interview we will discuss:

- Your income
- Who lives in the house
- What you spend money on
- The reason for the arrears
- Your employment details
- How to contact you
- If you receive support or help from a relative or support organisation
- Where to go for debt or budgeting advice if this is needed

Having discussed all the possible avenues, we can jointly take to help your situation, we will be looking to make an arrangement with you to stop the arrears increasing and to bring down the balance owed. We prefer to make an arrangement for regular payments towards the rent and arrears rather than large one-off payments. If you receive certain income benefits, a deduction can be made to contribute towards your arrears otherwise you will need to arrange to make payments yourself.

The arrangement will be confirmed in writing, so you are clear about what you have agreed. When an arrangement is made, it is important that you stick to it. We take your circumstances into account to ensure the arrangement is realistic and reasonable so that you should be able to keep to the payments schedule.

Most arrears are sorted out in this way. If we cannot work with you to resolve the arrears, we may have to take legal action against you. We can take action to recover the debt or to repossess your home or both.

Taking Legal Action to Recover Unpaid Rent

Before taking any legal action, we will serve a Notice of Proceedings for Possession on you and any other adult resident of your home, warning you of the court action. We will keep trying to make an arrangement with you to sort out the arrears problem, but if this fails, we will instruct an action to be raised.

After a date is set for the court hearing, we will still try to work with you to resolve the arrears problem. You will be informed of the court date and should take your own legal advice and be represented in court.

We will tell you what we intend to ask the court to do – this may be to seek decree for your eviction or recovery of the debt or it may have been agreed to drop the action if the arrears problem is resolved. Often, we will postpone the court action to see if you stick to the agreed repayment arrangement.

Housing Benefit Overpayments

If housing benefit is paid to OTHA for a period when you were not entitled to it, the Housing Benefit Services of Inverclyde Council will be looking to recover the overpayment in full. If you start working or fail to declare a source of income this can be fraud and you may also be criminally liable.

Overpayments can build up to a very large amount in a very short time.

We are liable, if requested, to pay overpayments back to the Council. We would then be looking to recover the debt from you in the same way as any other rent arrears. The debt can also be taken from on-going HB so that the amount paid is reduced and you need to make up the shortfall.

There are several key points to avoid overpayments:-

- If your circumstances change, such as when you start work or someone new moves into your home, you must inform the Council HB Services staff without delay. It is not sufficient to inform the DWP as you have a separate obligation in relation to your HB claim.
- Inform us as soon as there is a change in your circumstances and do not delay starting to pay rent if you think you should be due to pay it.
- Speak to us if you receive notification of an overpayment. We would want to check with you that the notification and the reasons behind it were correct.

Help with money issues

Many people have bigger debt problems than just rent arrears. The best way to deal with the problem of multiple debt is to face it head on as the longer you leave it, the worse the debt can get.

If your outgoings are bigger than your income, you will get into difficulties with keeping up to date with your bills. If this is the case, you may need outside help and advice. Some details of advice services are given below. They can give advice as well as practical help in renegotiating debt and maximising your income by claiming more benefit. The full contact details are in section 8 of the handbook.

Financial Fitness Team

Financial Fitness are a charitable company (established in 1999) providing free, independent, confidential welfare benefit information and financial support services to the residents of Inverclyde. FFT provide services from OTHA's offices.

Welfare Benefits Advice Service - independent advice on all welfare and local authority benefits including benefit checks, form filling and advocacy. Their advisers can spot any unclaimed benefits and help people to claim a wide range of means tested and non-means tested benefits, whilst also helping clients who are having difficulties with benefit problems

Better Off In Work Service - financial advice and support to help people make the transition from benefits into employment, accessing in-work and return-to-work benefits where applicable. Clients can also find out more about other services which can help them back into employment

Money Advice Service (over 50's only) - confidential advice for older clients to help them manage their money more effectively, manage their debts, prepare for their retirement and cope with major life-changing events in later life. This service is designed to help older people take control of their finances.

Join the Local Credit Union

Right Way Credit Union (formerly Tail O'The Bank Credit Union), based at 24-26 Kilblain Street, exists to give members access to convenient savings and affordable credit which can improve financial resilience and well-being.

The aim of the credit union is:

- To encourage members to save regularly
- To provide low-cost loans to members
- To encourage careful money management among members
- To develop a sense of co-operation and community

To apply for membership, either call into the Credit Union's office or telephone 01475 734655 for more information.

SECTION 4: MOVING HOME

Scottish Social Housing Charter Outcome

Outcomes 7, 8, and 9 - Housing options

Social landlords work together to ensure that:

- people looking for housing get information that helps them make informed choices and decisions about the range of housing options available to them.
- tenants and people on housing lists can review their housing options.

Social landlords ensure that:

- people at risk of losing their homes get advice on preventing homelessness.

These outcomes cover landlords' duties to provide information to people looking for housing and advice for those at risk of becoming homeless. These duties include helping tenants and people on housing lists to review their options to move within the social housing sector or to another sector.

Outcome 10 - Access to social housing Social landlords ensure that:

- people looking for housing find it easy to apply for the widest choice of social housing available and get the information they need on how the landlord allocates homes and their prospects of being housed.

This outcome covers what social landlords can do to make it easy for people to apply for the widest choice of social housing that is available and suitable and that meets their needs. It includes actions that social landlords can take on their own and in partnership with others, for example through Common Housing Registers or mutual exchange schemes, or through local information and advice schemes.

- Moving Home
- Inverclyde Common Housing Register
- Moving to another Oak Tree House
- Getting a Mutual Exchange
- Shared Ownership
- Relationship Breakdown
- Domestic Abuse
- Ending Your Tenancy

Moving Home

This section gives advice on what happens when you wish to leave your home. You may be arranging your own accommodation or be looking to get a transfer or mutual exchange with another tenant. We also discuss the grounds on which we can seek to repossess your home.

If you are looking to move, you should remember that there are costs involved such as paying for a removal van, disconnection & reconnection of cooker and washing machine, paying a month's rent in advance or paying for Sky or tv aerial. It is a good idea to plan for these costs in advance and start saving before you hear of a move.

Inverclyde Common Housing Register

A number of local associations operate a single housing list for people seeking housing and operate the same policy for deciding who is rehoused. The Inverclyde Common Housing Register accepts and processes housing applications and manages the list. Under the choice-based lettings system, available properties are advertised and applicants who are registered with the ICHR may note interest in any of the properties. Only applicants who note an interest are considered. The ICHR service is run from between the offices of Oak Tree HA and Cloch HA.

Moving to another Oak Tree House

The Association gives priority for some of its empty properties to applicants who are already tenants of OTHA. To apply for a transfer, you must fill in a registration form for the Inverclyde Common Housing Register and your tenancy must have been conducted satisfactorily, i.e.

- You must not owe us money in excess of a month's rent. This could be for rent/service charge arrears, rechargeable repairs or court expenses. Where you have an agreed arrangement to repay an outstanding debt and you keep to the arrangement for a minimum of 3 months, and continue to make payments, you may qualify for a transfer.

- Your current accommodation and any common parts must be maintained in a satisfactory manner.
- There should be no other significant breaches of tenancy such as anti-social behaviour on the part of you or your household.

Once your registration has been received, we will carry out a basic tenancy check. If you are in arrears or have committed some other significant breach of tenancy, we will contact you, letting you know what the problem is and what steps you can take to resolve the problem. We will make an arrangement with you to clear any debt owed for a previous tenancy, for example.

Any offers of housing are likely to be suspended until the problem is sorted out. If the problem is resolved, the suspension of offers will be lifted. If you disagree with the decision to suspend offers, you can appeal against it by making an appointment to speak to the Director of Housing. If there are no problems with the tenancy, your form will be assessed, and any relevant priority pass(es) awarded. You can then place bids for any suitable available properties.

The ICHR aims to process your application and inform you of the outcome within a maximum of 10 working days.

Priority is awarded according to housing need. The ICHR looks at the needs of your household and sees how your current accommodation meets those needs. A priority pass system is used to measure housing need. Passes are awarded to tenants for the following types of need: -

Overcrowding

Under-occupation

Medical need

If you require urgent re-housing as a result of a serious and urgent problem, which may include harassment, domestic violence or crime, the Association can consider your circumstances on a discretionary basis. Other solutions will be considered before a decision is taken on whether a discretionary move may be allowed. This would normally be on a 'like for like' basis i.e. to a property in an area of similar demand to the one you are currently living in.

Getting a Mutual Exchange

A mutual exchange is where two tenants agree to swap their accommodation. OTHA tries to help tenants to find an exchange as an alternative to obtaining a transfer. You can exchange with tenants of many organisations including OTHA, other associations and local authorities. For many tenants who have no housing need, a mutual exchange is a very good way of securing a move that suits them.

Both partners in any exchange must have the permission of each landlord. Please also note, you cannot pay someone to secure an exchange. If you exchange without your landlord's permission or give/receive money to secure an exchange, you could be liable to eviction.

Before you agree to an exchange, check with your new landlord what your rent and conditions of tenancy will be. Make sure you know what the terms of the tenancy will be.

If repairs are required, check that they will be carried out. Redecoration will not normally be done by the landlord.

Please note that permission to exchange can be refused. If you think permission has been unreasonably refused, you can contact your housing officer for clarification or advice. You can appeal against any refusal.

Reasons for refusal

The reasons why an exchange can be refused include:

- Where you or the other tenant is in breach of their tenancy – i.e. rent arrears, rechargeable repairs, antisocial behaviour or where the house is in poor condition
- Where one party would be moving to a house which is too big or too small for their household
- Where one property is designated for a particular need (e.g. an elderly or disabled person) and the other party does not have the need
- If there is doubt about why the tenants wish to exchange or a suspicion that money has changed hands, OTHA is likely to refuse to approve the exchange

How to Apply

To apply for an exchange, both parties must complete a set of forms which ask for basic details about your household and accommodation as well as the reason for wishing to exchange.

If the other party is a tenant of another landlord, you will be asked to fill in forms for both landlords.

Your housing officer will contact you to arrange a house inspection and will discuss any tenancy issues with you. We will either do the same for the other party or request their landlord to provide a tenancy reference.

We will give you an answer to your request to exchange within 1 month of your application.

Final Bits of Advice

Make sure you can afford the moving expenses. If you are claiming benefit, you might qualify for some help from the Scottish Welfare Fund. Try to keep your expenses to an absolute minimum before moving – there is no legal redress if your exchange does not go ahead.

If your first attempt at an exchange does not work out, don't give up. Your next try might work out better.

Relationship Breakdown

If you or your partner need to leave home because of the breakdown of your relationship, you may wish to discuss the situation with your housing officer. Either of you can apply to be re-housed by the association. We treat you as unrelated households applying to the waiting list for the purposes of awarding any priority.

If you were re-housed, you would have to relinquish any interest in your existing tenancy.

Domestic Abuse

If you are suffering domestic abuse and want to move as a result, your housing officer can advise you of your re-housing options. We would also advise you to take legal advice to explore your rights to stay in your own home free from threats of abuse and intimidation. Any advice will be confidential, and we can make special arrangements for contacting you

For help with housing out with office hours, contact Women's Aid or Inverclyde Council's Homelessness Service (see contact details at the end of this handbook).

Ending Your Tenancy

Apart from when you have abandoned your home, which is discussed elsewhere, we must go to court to end your tenancy against your will. This is something we will only do if you are in breach of your tenancy. You can defend any action brought against you and members of your household can also be represented. We would advise you to speak to a solicitor for advice if action is being brought to end your tenancy.

Grounds For Repossession

Grounds on which we can seek an eviction decree are laid down in the Housing (Scotland) Act 2001 and in summary these are what they are:

- You owe us rent or you have broken some other condition of this Agreement.
- Someone residing in your house, or anyone visiting it, has been convicted of using the house or allowing it to be used for illegal or immoral purposes or a criminal offence, punishable by imprisonment, which was committed in the house or the locality.
- the condition of the house or common parts, or furniture we have supplied, has deteriorated because of the fault of you or somebody in your household.
- you, and your spouse or co-habitee, have been absent from the house for more than six months without good reason or you have stopped living in it as your principal home.
- we gave you this tenancy as a result of false information given by you in your application for the house.
- Someone residing in your house, or anyone visiting it, has been anti-social towards (or has harassed) someone else in the locality and it is not reasonable for us to transfer you to another house.

In all the above cases, the sheriff must also be satisfied that it is reasonable to make an order for eviction.

- you or someone residing in your house has been guilty of harassment, nuisance or annoyance in or in the neighbourhood of the house or has continued to cause alarm or distress to someone in the locality and it is appropriate, in our opinion, to transfer you to another house.
- the numbers of people in the house amount to the criminal offence of overcrowding.
- we intend to demolish or carry out substantial work to your house (or the building in which it is located) within a reasonable time and that work cannot be done if you are still living there.
- the house has been designed or adapted for people with special needs and no one in your household has such special needs but we require the house for someone who has.
- the house is part of a larger group of houses which have been designed or adapted or located near facilities for people with special needs and no one in your household has those needs but we require the house for someone who has.

In the cases above, the sheriff must grant an order for eviction if we also offer you a suitable alternative house as defined by Schedule 2 (part 2) of the Housing (Scotland) Act 2001.

We want to transfer the house to your husband or wife (or ex-husband or ex-wife) or co-habitee, where one of you no longer wishes to live with the other. In this case, we will offer you a suitable alternative house as defined by Schedule 2 (Part 2) of the Housing (Scotland) Act 2001. The sheriff must also be satisfied that it is reasonable to grant the order.

If You Want to End Your Tenancy

To end your tenancy, you need to give us at least 28 days' written notice. We will need to know if you are married or living with someone in the house as husband and wife as their

agreement may also be required. If you wish to end your interest in the tenancy, but your joint tenant wishes to continue as the tenant, you can end your interest in the tenancy by giving 28 days' notice to both the association and the other joint tenant.

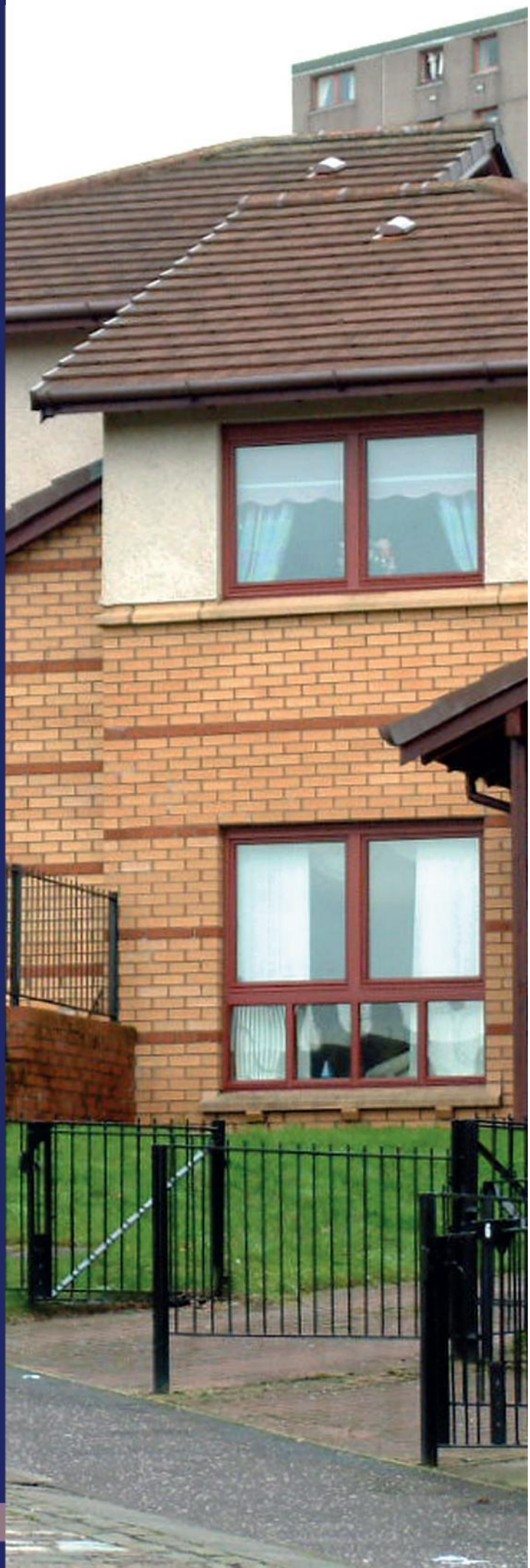
Checklist For Moving Out

Your tenancy agreement lays down a number of things you must do before moving out. These are: -

- to leave the property in a clean and tidy condition. This includes any garden, cellar or attic that you are responsible for.
- to remove all your belongings from all areas including the loft and cupboards. We do not normally ask that you remove carpets unless they are in poor condition, or an asbestos check is required.
- to make sure any lodgers or sub-tenants leave with you. They do not have the right to stay.
- to allow us access to your house before you move out, to carry out an inspection of the property to ensure that the property is in good order. We will make a suitable appointment, which is convenient with you. We can use this time to discuss in detail with you any things which need to be done to meet all your obligations.
- to remove any fixtures and fittings you have installed without our written permission and put right any damage caused. This covers things like fireplaces, showers and light fittings for example.
- check with us to make sure that you have made all payments due to us. We will tell you what you owe us up to the end of tenancy date.
- if you wish to apply for compensation for permitted alterations or improvements you should do this now.
- leave the house in good decorative order. We will expect that all decoration be to a clean and tidy standard, which would be broadly acceptable to the incoming tenant at least on a temporary basis. Although we do not prevent you expressing your own taste in your decorative style, if the décor is extreme (such as rooms which are painted black!) We will ask you to change it before you leave.
- do the repairs you are obliged to do. We will discuss these with you when we visit and confirm what is required in writing.
- give us a forwarding address unless there is a good reason for not doing so.

On or before your end of tenancy date, you should hand all your keys into the office. There should be at least two sets of keys as this is the minimum you are given at the commencement of your tenancy.

Most tenants are able to comply with all of the above without too much difficulty. We will charge you if we have to incur costs because you have not complied with the above at the end of your tenancy. For example, if we need to get a second set of keys cut or pay to clear a house.



SECTION 5: LOOKING AFTER YOUR HOME

Outcome 4 - Quality of Housing

Social landlords manage their businesses so that:

- tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
- This standard describes what landlords should be achieving in all their properties. It covers all properties that social landlords let, unless a particular property does not have to meet part of the standard. Beyond SHQS, landlords should be looking for cost-effective ways of achieving higher energy-efficiency standards for their properties, to provide warmer homes for their tenants and help to meet climate change targets.

Outcome 5 - Repairs, maintenance and improvements

Social landlords manage their businesses so that:

- tenants' homes are well maintained; with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

This outcome describes how landlords should meet their statutory duties on repairs and provide repairs, maintenance and improvement services that safeguard the value of their assets and take account of the wishes and preferences of their tenants. This could include setting repair priorities and timescales; setting repair standards such as getting repairs done right, on time, first time; and assessing tenant satisfaction with the quality of the services they receive.

- Looking After Your Home
- Our Quality of Service
- Our Responsibilities
- Your Responsibilities
- Your Rights
- Improving Your Home and Adaptations

- Words of Advice
- Precautions to Avoid Fire
- Water Bursts
- Theft
- Condensation and Damp
- Sinks and Drains
- Precautions Against Legionella
- Precautions Regarding Asbestos

Looking After Your Home

General

Responsibility for looking after your home is divided between you and OTHA. In the case of the common parts, you may also share your responsibilities with other residents. This section aims to outline these responsibilities and to provide a clear statement of the repairs service that we offer. There are also some details of important rights that you have in relation to your home.

In the first place, at the start of your tenancy, we have an obligation to hand over your home in a wind and watertight, safe and habitable condition. We may carry out some repairs after you move in, but these will be of a relatively minor nature to avoid causing you disturbance. We will give you a copy of the safety check done on the gas appliances.

Major items in your home (central heating, windows, kitchens and bathrooms) will be replaced according to a planned programme and we have set aside money to do this in the future. We also carry out a cyclical programme of repairs to deal with regular maintenance such as gutter cleaning and close painting. We will let you know about any plans which will affect you, through the newsletters and through writing to you directly.

Reactive Repairs

After the start of your tenancy, we rely on you to tell us if there is a problem in your house although we do carry out regular inspections to pick up repairs in common areas. We try to make reporting a repair as easy as possible. There are four ways you can tell us about a repair. These are:

- Call in at our office and speak to a member of our Property team
- Phone our dedicated repairs line. This takes you straight through to the repairs desk. The line can be very busy so you may find it best to avoid phoning in the morning after a weekend or holiday or at 12.00 noon on a Wednesday after the office has been closed.
- Tell your Housing Officer or Housing Assistant if you happen to see them. They will be happy to take details from you.
- Use our website, which will allow the details to be e-mailed to us.

Whichever way you choose, we try to take contact details in case any facts need to be checked and to agree an access time which is convenient to you.

Repairs should always be reported during office hours unless it is a case of emergency as described below.

It is important for us to provide an efficient repairs service to all our tenants. To achieve a cost effective service, we do the following:

- We carry out planned repairs on a cyclical basis as larger contracts are cheaper than one-off jobs.
- We share responsibilities with you, the tenant. This means our responsibilities are not completely open-ended.
- We set different time limits for different types of repairs. Obviously for the same repair, an out of hours call out is more expensive than a routine repair carried out in working hours.
- We monitor the performance of our contractors to ensure value for money, as well as quality of service.

The time limits we have set for the most common types of repairs are as follows:

Emergency repairs – Timescale 4 Hours

This is something which could cause danger to health, residents' safety, or serious damage and destruction to property. Contractors carrying out an emergency call out will normally have instructions to make safe only. This enables full and proper repairs to be undertaken during normal working hours. The types of work they attend include:

- Severe roof leaks
- Burst pipes

- Severe loss of water
- Blocked drains where the problem is very serious
- Blockage of your only toilet
- Complete loss of electrical power or lighting
- Loss of gas (this may be the responsibility of Transco)
- Loss of heating in cold weather where there is no other form of heating available
- Electrical fault which may endanger a building or resident
- Security of the property following break-in or forced entry

If you call out an emergency contractor for a less serious repair, you will be charged all costs involved.

Urgent Repairs – Timescale 2 Working Days

These are repairs, which materially affect the comfort or convenience of the tenant.

- Partial loss of electrical power or light
- Loss of hot water supply
- Partial loss of water or gas supply
- Loss or partial loss of space or water heating
- Blocked or leaking drains, or soil stack
- Toilet blocked or not flushing
- Blocked sink, bath or basin
- Leak from water or heating pipe, tank or cistern
- Leaking roof
- Insecure external window, door or lock or where the problem is less serious than in the emergency category
- Loose or detached banister or handrail
- Rotten timber floor, or stair tread which is causing a significant hazard
- Door entry phone not working
- Extractor fan not working in a kitchen or bathroom with no other venting

Routine Repairs – Timescale Up to 10 Working Days

These are less urgent repairs that can wait a short time before being dealt with and include minor problems with toilets, baths, sinks, doors or windows sticking, plaster repairs, brickwork, and other non-urgent internal and external repairs.

Our Quality Of Service

We expect our contractors to provide a high standard of service. In particular, they should:

- Keep appointment times
- Identify themselves to you and provide proof of identification
- Maintain the health and safety of you and your household whilst works are underway
- Carry out works to the industry standard and within reasonable timescales for the job
- Not smoke, eat or drink within your home without your express permission
- Clean up after themselves
- Ensure that you are kept informed when a job cannot be completed on the first visit and liaise closely with OTHA and you ensure it is done as soon as possible.

Our Responsibilities

We are responsible for most of the repairs to your home. However, there are some repairs that we will expect you to carry out. The tables below will help you decide if you are responsible or not.

There are three exceptions which are listed at the end of this section.

Bathroom			
Item	Who is responsible?		Comments
	Us	You	
Bath	√		Not including enameling
Shower unit		√	Unless we provided the unit or have accepted responsibility for it
Toilet seat and fixings		√	
Toilet pan	√		
Toilet cistern	√		
Wash basin	√		
Bathroom door lock		√	

Heating			
Item	Who is responsible?		Comments
	Us	You	
Chimney and flue	√		
Chimney sweeping		√	
Electric storage system	√		
Warm air heating system	√		Except replacement of grills
Gas fired system with radiators	√		Including gas fires if we have fitted them. Not including bleeding radiators – please note, this should not be done if you have a combination boiler, ask for advice if you are not sure!
Decorative fireplace		√	

Doors and fittings			
Item	Who is responsible?		Comments
	Us	You	
Door bell		√	Unless fitted by us
Door chain		√	Unless we provided the unit or have accepted responsibility for it
Name plate & house numbers		√	
Letterbox	√		
Glass on inside door & screen		√	
Ball catches, door handles, to internal doors	√		
Internal doors	√		Not including handles and locks and not adjusting to fit carpets. Repairs must be required due to fair wear and tear not abuse or carelessness.
Keys		√	Including replacement of lost keys and any forced entry which is required as a result
Mortice locks	√		Only if fitted by us
Night latch (Yale type) locks		√	Unless this is the only lock on the door
Outside doors	√		Including entrance doors to flats. Decoration will be carried out as part of our cyclical programme of works
Insulation to external door		√	
Fitted wardrobes and cupboards	√		

Electrical

Item	Who is responsible?		Comments
	Us	You	
Communal TV aerial system	√		
Electric fire		√	Unless we have fitted it
Immersion heater	√		
Individual TV aerial		√	
Light fittings	√		Not including table lamps
Extractor fans	√		
Satellite dish		√	Unless fitted by us
Plugs		√	Including fuses
Smoke detectors	√		Not replacement batteries in battery powered alarms
Sockets	√		
Close and stair lighting	√		
Light switches	√		
Light bulbs, fluorescent tubes and starters		√	We can help you with this, but we will have to charge you for the service
Fuse box	√		Except resetting circuit breakers and replacing blown fuse wires
Wiring and circuits	√		

Kitchens

Item	Who is responsible?		Comments
	Us	You	
Cooker		√	Unless fitted by us
Cooker socket	√		
Kitchen units	√		Fair wear and tear only
Blocked sink waste	√		We will do the work, but may charge you for it unless drains are found to be faulty
Sink bowl and drainer	√		

Plumbing

Item	Who is responsible?		Comments
	Us	You	
Blocked sink, wash basin or toilet		√	We may do the work, but will charge you for it unless drains are found to be faulty
Domestic cold water supply	√		Including storage tank, but excluding frozen pipes caused as a result of your failure to take proper precautions in cold weather
Down pipes (rain and soil)	√		
Drains	√		
Gutters	√		
Hot water supply	√		Including storage cylinder
Sink plugs and chains		√	
Replacement and resetting of tap washers	√		
Washing machine fittings		√	Unless we have fitted them

Structure

Item	Who is responsible?		Comments
	Us	You	
Ceilings	√		
Damp proof course	√		
Floors	√		Except carpets, linoleum, laminate floors or other floor coverings
Outside woodwork	√		
Roughcast plastering	√		
Skirting boards and door surrounds	√		
Stairs inside	√		
Steps to entrances	√		
Roofs	√		
Walls	√		

Windows

Item	Who is responsible?		Comments
	Us	You	
Glass in windows		√	Unless you can show that the glass was broken by vandals, or some similar cause and you reported it to the police within 24 hours of finding it and provide an incident number
Sash cords (ropes)	√		
Sills	√		
Window frames and surrounds	√		
Window handles and catches	√		
Window locks	√		Unless you have fitted them

Other areas

Item	Who is responsible?		Comments
	Us	You	
Clothes line posts	√		Excluding clothes line
Rotary dryers		√	
Fences on boundary or footpath	√		
Fences between gardens	√		
Footpaths	√		Normally only to front entrance to property
Gates		√	Except where we have specifically accepted responsibility
Inside decoration		√	Including wall tiles
Outside decoration	√		
Minor plaster defects		√	
Hat and coat hooks and rails		√	
Shed		√	
Garages	√		Where owned by us, and not including locks

Tenant alterations			
Item	Who is responsible?		Comments
	Us	You	
Heating system fitted by you		√	If you tell us about the system before you fit it we have approved it, we will normally agree to maintain it from then on
General alterations	√	√	It depends on what was agreed when approval was given. In the absence of written approval, you are responsible

General Exceptions

Sometimes the tables do not apply

I. If the repair is needed because you have not taken care of the property or have damaged it, in this case, it is up to you to get the repair done and to pay for it, even if it was an accident or caused by someone visiting you.

II. If you have applied to buy your home, we will only carry out the minimum repairs required to meet our obligations. This means, for example, to keep your property wind and watertight and keep the installations for the supply of water, heating and electricity in repair. Once you have bought your home, you are responsible for all repairs.

III. If we are planning major improvements to your home, such as new windows or a new heating system, we may avoid doing expensive repairs to that part of the building. This may mean we patch up, rather than replace an item pending the improvements at a later date.

Every year, we will inspect any gas installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days. If the inspection reveals the need for repair or replacement, we will do this within a reasonable timescale. We will give you a copy of the current inspection record before the beginning of the tenancy.

We will (together with other owners) keep the common parts and areas in good order and repair and fit for use by you and other occupiers and visitors to the property.

We maintain most landscaped areas and communal backcourts and inspect them on a quarterly basis. The exception to this is where residents have chosen to maintain these areas themselves.

Your Responsibilities

Repairs

In addition to the above, you take responsibility for the following:

- In the event of fire, storm or flood damage, you are responsible for your furnishings and redecoration. This should be covered by your contents insurance.
- Replacement keys or locks. If you lose your keys or entry is forced by the Police for any reason, you will be charged for the costs involved.
- Any fittings, appliances, or alterations supplied or carried out by you, including TV aerials, plumbing in washing machines and dishwashers.

Repairs Reporting

You should let us know about any necessary repairs immediately. We rely on you to tell us when there is a problem. We will send you a customer satisfaction survey link by text message which OTHA uses to monitor the level of satisfaction with the repairs service. Please complete the survey to let us know your thoughts on the service provided by the contractor and us.

Access

Your tenancy agreement states that you must provide access at reasonable times to allow inspections and repairs to be carried out. We try to make convenient appointments to fit in with your needs. If you do go out when a contractor is due to call, this causes an abortive trip and raises our costs. This ultimately gets passed on to you and other tenants so we would ask for your co-operation in avoiding access problems

We can insist on gaining access by forcing entry if we have given 24 hours' notice of the need to enter or in the case of an emergency no notice is required. We would only do this in circumstances where it was necessary and where we cannot arrange access.

Damage

If you or anyone you are responsible for damage to your home or the common parts, we may either ask that you arrange the repair to our standard or carry out the repair ourselves and recharge you for the costs. Normal wear and tear is exempt from this provision.

If the damage was a genuine accident, then it may be possible for us to cover some of the cost through an insurance claim, although you will have to pay the insurance excess.

Decoration and Cleanliness

The internal decoration of your property is your responsibility. We expect that the decoration should be neat and tidy. Torn wallpaper and stained walls are not the look we want. Although we do not try to limit your taste, we draw the line at decoration which is extreme. Rooms which are painted black or in fluorescent stripes would fall into this category! You can live with it during your tenancy, but we would ask you to reinstate it to a more reasonable standard when you leave.

Polystyrene ceiling tiles are not allowed for fire safety reasons. We also do not allow painting or staining of gas fires for the same reason. Although we allow laminate floors, we expect you to ask our permission before laying them. We do not take responsibility for relaying them or for damage in the event of a burst pipe or other repair needing done.

We expect you to keep your house clean. If you have difficulty in doing this, we may be able to investigate getting you a home help to assist you with the tasks. If your house is not kept in clean condition we will consider taking action against you for breach of tenancy in allowing the condition of the house to deteriorate.

Common Areas

Together with your neighbours you are responsible for cleaning any close or bin-store allocated to your home. We expect the close to be cleaned weekly. Normally each resident on a landing cleans their landing and the stairs down to the next one on a turn and turnabout basis. The ground floor residents clean the ground floor. If there is a basement, you may share responsibility for this area with all the other tenants in the close. You will be informed about any special arrangements for your close, if this is relevant, at your tenancy signing.

We are happy to let you work out your own arrangements with your neighbours. If they break down, however, we will step in and impose a rota. We will then inspect weekly to ensure it is being followed.

Under normal circumstances, we will inspect common areas quarterly, unless we have a concern about the condition, or someone complains.

Rubbish

You are responsible for putting your rubbish in your bin and putting it out for collection. Guess what! You also have to bring it back in again. We do not pay for replacement bins if someone wheels yours away, so our advice is to not let it lie out for too long.

If someone is leaving bin bags in a close or other common area, we will open them to see whose rubbish is in the bag. We will make sure it does not keep happening and will involve the Environmental Health Services of Inverclyde Council if necessary to invoke their powers as well as our own.

If there are special arrangements for recycling, you are expected to comply with these arrangements.

Your Rights

Right to Repair

If OTHA does not carry out a repair for which we are responsible you may have the right by law to get it done yourself and to deduct the amount from your rent. Several conditions have to be complied with. These are: -

- you have notified us in writing about the need for the repairs and
- we have not done those repairs within a reasonable period and
- you have made a formal complaint under our complaints procedure and
- you have finished the complaints procedure, and you are still dissatisfied or 3 months have passed since you made the formal complaint under the complaints procedure.

You are strongly advised to take legal advice before exercising your right under this paragraph. Your home is at risk if you wrongly exercise this right. All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

For certain types of repair up to the value of £350, you have the right to have work done within a given timescale. You can get compensation if this does not happen. The repairs that qualify are as follows: -

Defects	Maximum period in working days from Date immediately following the date of notification of qualifying repair or inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked Sink, bath or drain	1
Electric power -	
Loss of electric power	1
Partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss of partial loss of gas supply	1
Loss or partial loss of space or water or heating pipes, tanks, cisterns	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Water supply -	
Loss of water supply;	1
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

If you report a qualifying repair (from the list above), we will tell you the maximum time allowed to carry out the repair, explain your rights in full, give you the contact details of an alternative contractor and make arrangements for access to your home. If the work is not done on time, you can instruct another contractor from our list to do the work and claim £15 compensation. If the work remains incomplete, you can claim £3 for each day thereafter. If you have failed to provide access and this is the cause of the delay, you are not entitled to compensation, however.

We are confident that you will not have to exercise these powers, but we will inform you, each time you report a qualifying repair, of your rights in full.

Unsatisfactory Work

If you are not satisfied with any repairs we have done, please let us know by contacting the repair line and completing the customer satisfaction survey, which will be automatically sent to you after you have reported your repair.

If you feel the problem is not remedied after you have told us, you should make a complaint following the procedure contained in the Section "Getting Involved" of this handbook.

There are also a number of legal remedies concerning repairs available to you. We would advise you to get in touch with the Citizen's Advice Bureau, or a Solicitor, for advice on appropriate legal remedies.

Compensation For Damage

We may be prepared to compensate you for any loss or damage to your property caused as a result of the operation of our repairs service.

The circumstances under which we may be prepared to pay compensation to you are as follows:

1. If we fail to carry out a repair for which we are legally or contractually responsible, and the delay results in damage to your belongings, compensation for the cost of repairing or replacing the damaged item will be offered. Compensation will only be considered if you report the need for the repair as soon as possible after it became apparent.

   OR

   If we are negligent in carrying out our legal or contractual responsibilities and such negligence results in damage to your belongings. Compensation will only be considered if you report the defect as soon as possible after it became apparent.

2. If your internal decorations are damaged because of a defect to the property, or as a result of carrying out a repair, then the damage will either be made good to a reasonable standard, or an agreed sum may be paid to you by way of compensation. The standard of making good and/or the compensation will be dependent upon the condition of the decorations prior to the damage occurring.
3. If you have made firm access arrangements with us or our contractor to enable an inspection to be carried out, or a repair to be undertaken, and we fail to keep the appointment. However, it will have to be shown that a loss resulted from the failure to attend.

If you are unhappy with a decision regarding a compensation claim, then you should follow the complaints procedure detailed in Section 7 of this handbook.

Improving Your Home and Adaptations

You may carry out improvements to your home if you obtain our written permission. These may include any addition or alteration to the structure or to OTHA's fittings. The most common ones are adding patio doors, an electric shower or extra kitchen units or the erection of a satellite dish. You also may wish to put up a shed or garage and /or decorate the outside of your home.

A number of conditions will apply, for example:

- your improvements must be of a good safe and workmanlike standard carried out by competent tradesmen
- you must agree to leave them behind if you move or to remove them and reinstate as agreed
- you will be asked to obtain planning permission/building control permission if required. For example, a satellite dish requires planning permission.

To apply for our permission, you should submit your request in writing or ask your housing services officer for a copy of our application form. For more complicated work, we will ask for plans. We must reply to you within one month of receiving the application otherwise we are deemed to have accepted it.

We will only refuse permission if: -

The alteration would make the building unsafe.

The alteration would make your home less usable for the purpose for which it is provided, such as knocking two rooms into one.

You did not comply with any conditions imposed.

Compensation For Improvements

If you carry out improvements with our permission, you may be entitled to compensation at the end of your tenancy. The scheme is a statutory one with the rules laid down by the Scottish Government. More details are available from your maintenance officer.

The scheme does not apply if your home is repossessed, or you buy your home. The list of improvements for which you can get compensation is as follows:

- installing, replacing or fitting of a bath or shower
- cavity wall insulation
- sound insulation
- double glazing, replacing external windows or fitting secondary glazing
- draught proofing external doors or windows
- pipes, water tanks or cylinders
- a kitchen sink
- loft insulation
- requiring or adding other electrical fixtures such as smoke detectors
- security measures other than burglar alarms
- space or water heating
- storage cupboards in a kitchen or bathroom
- thermostatic radiator valves
- a wash hand basin
- a toilet
- a work surface for preparing food
- mechanical ventilation in bathrooms and kitchens

Decoration does not qualify for the scheme.

To make a claim you must provide us with details of the improvements you have made, including how much they cost and when they were started and finished. You must do this within the period starting 28 days before your tenancy ends and 21 days after it finished. You can receive a maximum of £4,000 for each improvement, but if the compensation were less than £100, you would get nothing.

The calculation of the value of the compensation takes into account the age of the improvement, any grants you received to carry out the work, and the condition at the time of application. Any money you owe us at the end of your tenancy will be taken from any amount to be paid. There is a right of appeal if you do not agree with our assessment.

Words of Advice

Emergency Action

Make sure you know where your cold water stop tap, gas meter and tap, and electricity meter are located in your home. Ask your housing officer if you can't find them. This allows you to take quick action if a problem develops.

We provide you with details of our emergency contractors on a regular basis through our newsletter. You can also phone the normal repairs line out of hours and listen to our answer phone message.

If You Smell Gas

Main gas is no longer poisonous, but leaks can still cause explosions and fires. Put out all cigarettes immediately. Turn off gas cookers and fires and anything else with a naked flame. Do not use any electrical equipment, including light switches, either by turning them on or off. Open all windows.

Call National Gas Emergency Service immediately on 0800 111 999

After you have carried out the above, notify our Repairs Section on 01475 807 001

Important Notice on Ceiling Fanlights

You should note that ceiling "fanlights" may cause hazardous gas fumes to build up in rooms with gas fires. You must not fit fanlights in any room with a gas appliance in it for your own safety.

Electricity

The risk of a fire or injury being caused by an electrical fault can be reduced if you: -

- Don't leave appliances plugged in and switched on unless you are using them.
- Do not run flexes below carpets.
- Do not use any electrical appliances in the bathroom. e.g. hairdryers, curling tongs, radios, and portable heaters unless, like shavers, they are made for that purpose.
- Never touch anything electric with wet hands.
- Make sure flexes are in good condition and appliances are correctly fused.
- If you ever accidentally cut through a flex that is plugged into a socket, do not pick up the ends until you have pulled the plug out.

If your electricity supply fails or has a fault, please contact us immediately for advice. We will ask you to check that an appliance has not caused the circuit breaker to trip, by switching off all appliances and resetting the circuit breaker. By switching on the appliances one by one, it is possible to tell if a faulty appliance is causing the problem.

Precautions to Avoid Fire

If your home catches fire, get everyone outside immediately, close as many doors behind the fire as possible, and call the Fire Brigade by dialing 999.

Some doors are specially made to stop fires spreading into other parts of buildings. It is important that they always close after you have passed through them. If they don't, please let us know immediately.

Frying pans and chip pans should not be left to cook by themselves; keep your eye on them. If your chip pan goes on fire, turn off the heat and cover the fire with a damp cloth or blanket. NEVER USE WATER!

Where we have fitted mains smoke detectors in your home, they are likely to have battery back-up in case of power failure. The battery, when run down, causes the alarm to 'beep' intermittently, and you should then change the battery. If you have any queries, call the Repairs Section.

Water Bursts

If you do have a burst pipe: -

- Put something under the burst to catch the water.
- Turn the water off at the stop tap.
- Turn on all your taps to empty your storage tank (if you have one).
- Tell us immediately.

Serious damage can be caused to plumbing if the water freezes. If you are going to be absent from your home for more than two weeks during the winter you should give us notice and arrange access so we can take preventative measures, such as, turning off the internal water supply and draining down the system to prevent pipes freezing.

Theft

Don't make it easy for thieves to get into your home. Always:

- Lock all doors and windows when you are out.
- Do not leave keys conveniently concealed beneath doormats or letterboxes. (It is just as convenient for thieves!).
- Do not allow strangers into your home. Ask any unknown callers for proof of identity. All OTHA staff carry identification cards. Please ensure that you ask for identification from ANY person, not only our staff, who you do not know before letting them into your home.
- Remember to cancel milk and newspapers if you are away from home.
- Do not leave cash or valuables on display.

Do not leave notes on your front door.

Neighbourhood Watch schemes are a well-established part of crime prevention. If there is no Watch scheme in your neighbourhood, then go down to the nearest Police station. Talk to them about how to get one started and ask for the Crime Prevention literature.

It can be worthwhile to make contact with the local Crime Prevention Officer. They can advise you on inexpensive security measures, such as chains, spy holes, window locks and security bolts. Some of these may be available free through a local community safety initiative.

Condensation/Damp/Mould

There are a variety of causes and easy steps that can be taken to try and prevent mould and condensation in your home. Condensation is water vapour held in the air. The problem occurs where lots of moisture is being produced, in kitchens and bathrooms, which settles on cold surfaces and may result in mould. There are some simple steps you can take to reduce condensation/mould.

DO

-Try and heat your home during colder months.
-Ventilate your home by opening windows/ vents.
-Close the kitchen door when cooking, keep lids on pots & use the extractor fan.
-Close the bathroom door when bathing/ showering & use the extractor fan

AVOID

-Using bottled gas or paraffin heaters.
-Drying clothes directly on radiators; use a clothes airer & open a window
-Placing large items of furniture at external walls
-Overfilling wardrobes and cupboards

ACTION

To prevent the spread of mould, it is important to take time to treat the affected area as soon as you can. The mould can usually be easily removed using mould removal products which can be found in a variety of shops or online. We understand that the build up of mould can pose risks to health and occasionally there may be other reasons that cause mould to appear. Please contact us and we will discuss the issue with you and arrange for an officer to visit you and discuss how we can help.

Sinks and Drains

Don't put food or fat down the sink as they will block waste pipes. Put household bleach down sinks and toilets regularly to keep them clean and maintain the passage.

In the case of a blockage through your carelessness, OTHA will charge you for unblocking sinks and drains.

Precautions Against Legionella

The risk of contracting legionella in the domestic home is minimal. There are, however, some simple steps that you should take to avoid this happening.

- You should turn your shower on at least once a week or more.
- You should make sure that you dismantle, clean and descale your showerheads and shower hoses at least once every 3 months or earlier if scaling is evident.

Precautions Regarding Asbestos

Properties built after the mid-1980's are very unlikely to contain asbestos in the fabric of the building and properties built or refurbished after the 1990's are extremely unlikely to contain asbestos anywhere in the building. Asbestos cement, however, had been widely used as a cladding material and it can still be found in garages and sheds. Asbestos fibres are often present in the air, and it is very unlikely that the levels of asbestos fibres in a domestic home will be harmful, particularly, given that asbestos materials in good condition do not usually pose a danger if they are not disturbed or damaged.

If any of our maintenance contractors suspect there is asbestos in your home they will contact the Association to seek further advice before they take any action. If you do have asbestos materials in your home, extra care will be taken to ensure the release of fibres does not present a danger to you. If asbestos is discovered, you should refrain from carrying out DIY work where drilling or disturbance of the asbestos is required. Remember asbestos is not usually dangerous if it is not disturbed or damaged.

Some small jobs can be undertaken if the right precautions are taken. Our information leaflet on asbestos gives advice on asbestos and this should be consulted before any work is undertaken. This leaflet can be obtained from our office.

SECTION 6: GETTING INVOLVED

Outcome 1- Equalities

Social landlords perform all aspects of their housing services so that:

- every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

This outcome describes what social landlords, by complying with equalities legislation, should achieve for all tenants and other customers regardless of age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex, or sexual orientation. It includes landlords' responsibility for finding ways of understanding the needs of different customers and delivering services that recognise and meet these needs.

Outcome 2 - Communication

Social landlords manage their businesses so that:

- tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services that the landlord provides.

This outcome covers all aspects of landlords' communication with tenants and other customers. It is not just about how clearly and effectively a landlord gives information to those who want it. It also covers making it easy for tenants and other customers to make complaints and provide feedback on services, using that information to improve services and performance, and letting people know what they have done in response to complaints and feedback. It does not require landlords to provide legally protected, personal or commercial information.

Outcome 3 - Participation

Social landlords manage their businesses so that:

- tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

This outcome describes what landlords should achieve by meeting their statutory duties on tenant participation. It covers how social landlords gather and take account of the views and priorities of their tenants; how they shape their services to reflect these views; and how they help tenants and other customers to become more capable of involvement.

Contents

- Scottish Social Housing Charter
- Tenant Focus Group
- Your Right to Consultation
- Information Handling

Scottish Social Housing Charter

Why do we need a Charter?

The Housing (Scotland) Act 2010 included powers to modernise the regulation of social housing. It created an independent Scottish Housing Regulator to look after the interests of tenants, homeless people and others who use the services that social landlords provide. The first Charter came into effect in April 2012.

The Act also asks Ministers to consult on and then set the outcomes that social landlords should achieve. The Scottish Social Housing Charter is the document which contains these outcomes. The Regulator will use the Charter as the starting point for assessing a landlord's performance. It will publish performance reports and will be able to set performance improvement targets.

What is an outcome?

An outcome is simply a result. The Charter has a list of outcomes, or results, that landlords should achieve. The key charter outcomes are given at the start of each section of this handbook.

The charter covers outcomes relating to:

- The customer/landlord relationship
- Housing quality and maintenance
- Neighbourhood and Community
- Access to housing and support
- Getting good value from rents and service charges
- Other customers

OTHA will be working with other local landlords and our tenants in Inverclyde to work out how to measure whether we are achieving the outcomes under the Charter. We are likely to have a range of measures including an independent tenant satisfaction survey. We will publish details of our performance towards the charter outcomes so you can see how we are doing.

Tenant Focus Group

Tenant participation and involvement has been built into our decision-making process for many years and will continue to do so in the future. The Social Housing Charter requires all housing associations to put tenants at the heart of everything they do when making decisions about the services they receive. The Association set up a new tenant focus group in October 2013 to drive our engagement with tenants. The group is still developing and more details on its role and remit, and how it will operate will be published as discussions go forward.

Who can join the Tenant Focus Group?

Membership of the Group is open to tenants of the Association. The current group has been drawn from people who told us they wanted to be involved in discussions with us during a recent tenant survey. Meetings were arranged and some of those tenants agreed to be part of the group.

At the moment, Management Committee members will not be part of the Group as it needs to represent tenants' views. The Committee are very supportive of the role of the Group however and will take the views of the Group into account when making decisions.

So, what would being a Tenant Focus Group member involve?

The role of the Group is tied into the Charter. It will give us feedback about how we are doing, help us deal with weaknesses, co-ordinate engagement activities (events, surveys, for example) and act as a sounding board for the new plans. It will decide what we need to review and how to do it. This may mean full access to our services like being involved in physical inspections, seeing how systems work in our office, mystery shopping,....

the possibilities are open ended. The group members will decide what they want to look at and how they wish to do this.

Issues we have worked on together are:

- Developing our ways of involving customers
- Planning to tackle issues that are causing concern in your community – dog fouling, maintaining standards in our closes and looking at access to allotments.
- Developing our use of social media

More details are published in our regular newsletters.

Your Right to Consultation

In accordance with our Customer Engagement Strategy and your rights under your tenancy agreement, we are committed to consulting tenants regarding possible changes in our policies or services. We will consult you about making or changing:

- Policies regarding housing management, repairs and maintenance.
- Proposals for changes in rent and service charges.
- Proposals for the sale or transfer of your house to another landlord.
- Decisions about the information to be provided relating to our standards of housing management and performance.
- Performance standards or targets in relation to housing management repairs and maintenance.
- Our customer engagement strategy.

Information Handling

Data Protection

We are a data controller in terms of the Data Protection legislation. We hold information about you and your household from your original housing application and from letters and interviews, which have taken place during the course of your tenancy.

You are entitled under the Data Protection Act legislation to inspect personal information held on you in our housing files. We will provide photocopies of this information on request. We may make a charge of up to £10 for this. We will provide you with a copy of any such information we hold within 40 days of your request in writing. You are entitled to check information in relation to your housing application free of charge. Following a request in writing, you can inspect any information about yourself that you have given to us, including any information we keep on our computer.

We are generally happy to comply with an informal request for small pieces of information or copies of information that we are holding more quickly and without charge. We are not able to discuss matters relating to your tenancy with anyone except you or an agent acting on your behalf such as a councillor or solicitor. We will not discuss any confidential matter with a family member unless you have authorised this. If you wish a person to act for you on a regular basis, then please let us know. You also have the option of giving us a password which you can quote when you phone us so that we know it is you on the phone.

Information On Performance

Each year OTHA collects facts and figures about its work. We produce an Annual Report with key statistics, which we will give to you. Information on whether we meet our internal performance targets will be published in the tenant's newsletter and will be sent to you. You can obtain copies of our policies and procedures on request. Many are posted on our website. If you want more detailed information on any matter covered in the handbook or which relates to your tenancy, contact your housing officer who will provide the information you require.

The main policies, which you may be interested in, include:

- Allocations Policy
- Rent Policy
- Rent Arrears Policy
- Estate Management Policy
- Repairs Policy
- Customer Engagement Strategy
- Equalities Policy

SECTION 7: MAKING A COMPLAINT

Oak Tree Housing Association Complaints Procedure

Oak Tree Housing Association is committed to providing high-quality customer services. **We value complaints and use information from them to help us improve our services.**

If something goes wrong or you are dissatisfied with our services, please tell us. This leaflet describes our complaints procedure and how to make a complaint. It also tells you about our service standards and what you can expect from us.

What is a complaint?

We regard a complaint as any expression of dissatisfaction about our action or lack of action, or about the standard of service provided by us or on our behalf.

What can I complain about?

You can complain about things like:

- delays in responding to your enquiries and requests
- failure to provide a service
- our standard of service
- dissatisfaction with our policy
- treatment by or attitude of a member of staff
- our failure to follow proper procedure.
- Your complaint may involve more than one of our services or be about someone working on our behalf.

What can't I complain about?

There are some things we can't deal with through our complaints procedure. These include:

- a routine first-time request for a service, for example reporting a problem that needs to be repaired or initial action on anti-social behaviour
- requests for compensation
- our policies and procedures that have a separate right of appeal, for example, if you are dissatisfied with the level of priority you have been given when applying for a house, you may have the right to appeal against the decision
- issues that are in court or have already been heard by a court or a tribunal
- an attempt to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given our **final** decision following a stage 2 investigation. If you are still not satisfied, you can ask the Scottish Public Services Ombudsman for an independent review of the complaint.

If other procedures or rights of appeal can help you resolve your concerns, we will give information and advice to help you.

Who can complain?

Anyone can make a complaint to us, including the representative of someone who is dissatisfied with our service. Please also read the section on 'Getting help to make your complaint'.

How do I complain?

You can complain in person at our office at 40 West Stewart Street, by phone, in writing, email or by using our complaints form.

It is easier for us to resolve complaints if you make them quickly and directly to the service concerned. So please talk to a member of our staff at the service you are complaining about. Then they can try to resolve any problems on the spot.

When complaining, tell us:

- your full name and address
- as much as you can about the complaint
- what has gone wrong
- how you want us to resolve the matter.

How long do I have to make a complaint?

Normally, you must make your complaint within six months of:

- the event you want to complain about, or
- finding out that you have a reason to complain, but no longer than 12 months after the event itself.

In exceptional circumstances, we may be able to accept a complaint after the time limit. If

you feel that the time limit should not apply to your complaint, please tell us why.

What happens when I have complained?

We will always tell you who is dealing with your complaint. Our complaints procedure has two stages:

Stage one – frontline resolution

We aim to resolve complaints quickly and close to where we provided the service. This could mean an on-the-spot apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem.

We will give you our decision at stage 1 in five working days or less, unless there are exceptional circumstances.

If we can't resolve your complaint at this stage, we will explain why. If you are still dissatisfied, you can ask for your complaint to be investigated further through stage 2. You may choose to do this immediately or sometime after you get our initial response. We can help you with making this request.

Stage two – investigation

Stage 2 deals with two types of complaint: those that have not been resolved at stage 1 and those that are complex and require detailed investigation.

When using stage 2 we will:

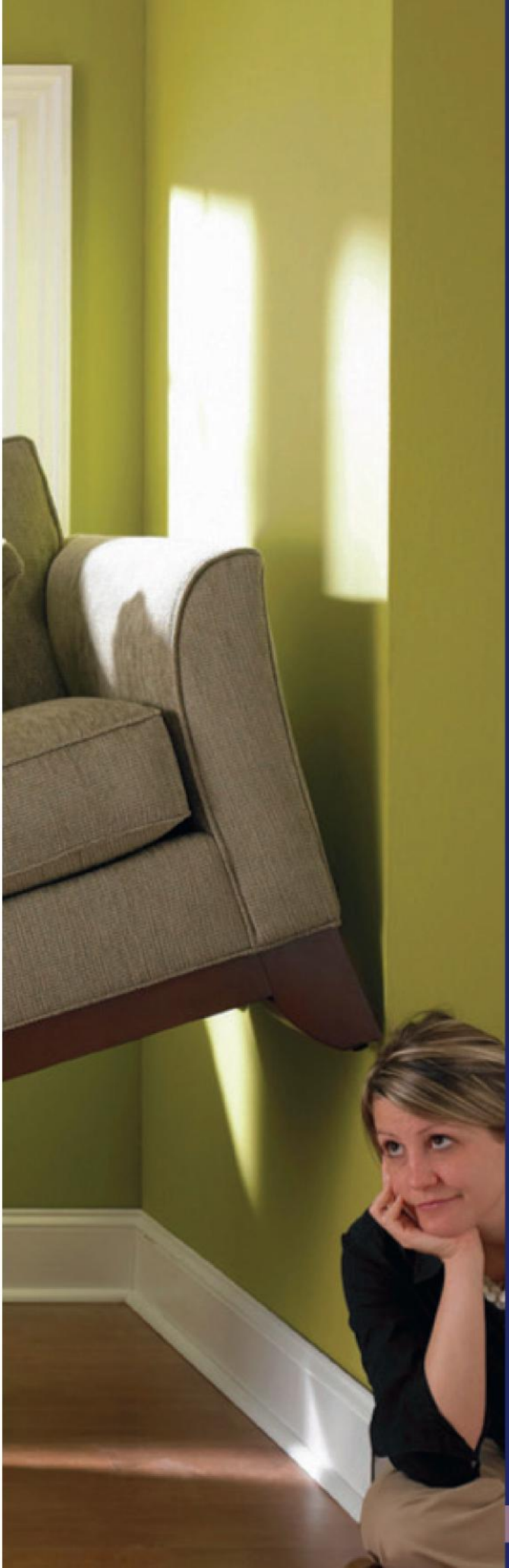
- acknowledge receipt of your complaint within three working days
- discuss your complaint with you to understand why you remain dissatisfied and what outcome you are looking for
- give you a full response to the complaint as soon as possible and within 20 working days.

If our investigation will take longer than 20 working days, we will tell you. We will agree revised time limits with you and keep you updated on progress.

What if I'm still dissatisfied?

After we have fully investigated, if you are still dissatisfied with our decision or the way we dealt with your complaint, you can ask the Scottish Public Services Ombudsman (SPSO) to look at it.

The SPSO **cannot** normally look at:



- a complaint that has not completed our complaints procedure **(so please make sure it has done so before contacting the SPSO)**
- events that happened, or that you became aware of, more than a year ago
- a matter that has been or is being considered in court.

You can contact the SPSO:

In Person/By Post:

Scottish Public Services Ombudsman
Bridgeside House
99 McDonald Road
Edinburgh
EH7 4NS

If you would like to make an appointment to visit the SPSO office in person, or would like a freepost envelope, please contact the freephone no. below.

Freephone: 0800 377 7330

Online contact: www.spso.org.uk/contact-us

Website: www.spso.org.uk

Reporting a Significant Performance Failure to the Scottish Housing Regulator

The Scottish Housing Regulator (SHR) can consider issues raised with them about 'significant performance failures'. A significant performance failure is defined by the SHR as something that a landlord does or fails to do that puts the interests of its tenants at risk, and which the landlord has not resolved. This is something that is a systematic problem that does, or could, affect all of a landlord's tenants. If you are affected by a problem like this, you should first report it to us. If you have told us about it but we have not resolved it, you can report it directly to the SHR.

A complaint between an individual tenant and a landlord is not a significant performance failure. Significant performance failures are now, therefore, dealt with through this complaints handling procedure. You can ask us for more information about significant performance failures. The SHR also has more information on their website:

Getting help to make your complaint

We understand that you may be unable, or reluctant, to make a complaint yourself. We accept complaints from the representative of a person who is dissatisfied with our service. We can take complaints from a friend or relative, if you have given them your consent to complain for you. We will be happy to accept a complaint from an agent or advocate such as a councillor or solicitor. There are local groups who may be able to offer support such as Your Voice, Inverclyde Council on Disability or the advocacy service and details are in section 8 of the handbook.

We are committed to making our service easy to use for all members of the community. In line with our statutory equalities duties, we will always ensure that reasonable adjustments are made to help customers access and use our services. If you have trouble putting your complaint in writing, please tell us.

We can also give you this information in other languages and formats (such as large print or other on request).

Appeals

You can appeal against any decision that we have made if you believe we have made a mistake or not acted in line with our policies or procedures. You can also tell us when you think our policies may be wrong as this may lead us to review them.

To make an appeal, simply raise the issue with whichever member of staff is dealing with the decision explaining why you think the decision is wrong and what you would like us to do. We will explain our reasons for the decision more fully and agree to have the line manager review it if you still wish us to do so. Depending on the type of issue involved, there may be a further appeal process to senior staff or a sub-committee of the association.

Our senior staff members have the ability to make discretionary decisions where the general policy which is applied to the case is seen to operate too harshly. However, in the main the reasons for policy decisions are to protect the interests of tenants or service users and we will only do so where there is a good case for this.

QUICK GUIDE TO OUR COMPLAINTS PROCEDURE

COMPLAINTS PROCEDURE

You can make your complaint in person, by phone, by e-mail or in writing.

We have **a two-stage complaints procedure**. We will always try to deal with your complaint quickly. But if it is clear that the matter will need a detailed investigation, we will tell you and keep you updated on our progress.

Stage 1: frontline resolution

We will always try to resolve your complaint quickly, within **five working days** if we can.

If you are dissatisfied with our response, you can ask us to consider your complaint at stage 2.

Stage 2: investigation

We will look at your complaint at this stage if you are dissatisfied with our response at stage 1. We also look at some complaints immediately at this stage, if it is clear that they are complex or need detailed investigation.

We will acknowledge your complaint within **three working days.** We will give you our decision as soon as possible. This will be after no more than **20 working days** ***unless*** there is clearly a good reason for needing more time.

The Scottish Public Services Ombudsman

If, after receiving our final decision on your complaint, you remain dissatisfied with our decision or the way we have handled your complaint, you can ask the SPSO to consider it.

We will tell you how to do this when we send you our final decision.

SECTION 8: USEFUL NUMBERS

We have listed below some contact numbers, which you may find useful.

Name of Organisation	Address	Tel Number
ASSISTANCE WITH MONEY AND TENANCY ADVICE		
Financial Fitness Team	40 West Stewart Street, Greenock	729239
Housing Benefit Department	Inverclyde Council, Municipal Buildings	0800 013 1375
Council Tax	Inverclyde Council, Municipal Buildings	0800 013 1375
Inverclyde Advice First	Hector McNeil House, Clyde Square, Greenock	715299
Right Way Credit Union	24-26 Kilblain Street, Greenock	734655
National Debt Line	www.nationaldebtline.co.uk	0808 080 4000
Inverclyde Advocacy Project	21 Grey Place, Greenock	730797
Legal Services Agency	9 Sir Michael Street, Greenock	725665
ASSISTANCE WITH NEIGHBOUR PROBLEMS, REFUSE COLLECTION, DOG FOULING ETC		
Cleansing and refuse collection	Inverclyde Council, Municipal Buildings, Greenock	717171
Anti-Social Behaviour Team	Inverclyde Council, Municipal Buildings, Greenock	0800 0131 701
Roads and Street Lighting	Inverclyde Council, Municipal Buildings, Greenock	717171
Police	Rue End Street, Greenock	101
Crimestoppers	Freephone (can be confidential)	0800 555 111
Pest Control	Inverclyde Council, Municipal Buildings, Greenock	717171
Dog Warden	Inverclyde Council, Municipal Buildings, Greenock	717171
ASSISTANCE WITH GENERAL HOUSING/HEALTH MATTERS		
Community Mental Health Resource Team	Crown House, Crown Street, Greenock	558000
Help the Aged	160 Causewayside, Edinburgh	0800 12 44 222
Inverclyde Advice and Employment Rights Centre	Westburn Centre, 175 Dalrymple Street, Greenock	888039
Inverclyde Association for Mental Health	Lynedoch House, 4 Lynedoch Street, Greenock	729196
Inverclyde Carers Centre	68-70 Cathcart Street, Greenock	735180
MindMosaic	7 Union Street, Greenock	892208
Social Work Services	Health and Social Care Partnership (HSCP)	715365 or 0800 811 505
Scottish Association for Mental Health (SAMH)	10 Broomhill Street, Greenock	784555
Victim Support	Kingston House, 3 Jamaica Street, Greenock	787300 or 08 08 16 89 111
Womens Aid	41 High Street, Greenock	888505
Youth Connections	1 Burns Square, Greenock	795727

Contact Details and Opening Times

Our office is at: 40 West Stewart Street, Greenock, PA15 1SH

Opening Times

Monday	9:00a.m. to 5:00p.m.
Tuesday	9:00a.m. to 6:00p.m.
Wednesday	12:00p.m. to 5:00p.m.
Thursday	9:00a.m. to 5:00p.m.
Friday	9:00a.m. to 4:00p.m.

Telephone

General Enquiries	(01475) 807000
Repairs Line	(01475) 807001

Email

Email us at:	info@oaktreeha.org.uk
Website address:	www.oaktreeha.org.uk

NOTES:

NOTES:

Oak Tree Housing Association

40 West Stewart Street, Greenock, PA15 1SH

(01475) 807000

info@oaktreeha.org.uk

www.oaktreeha.org.uk