



**SHROPSHIRE
RURAL HOUSING
ASSOCIATION LTD**

SHROPSHIRE'S RURAL HOUSING CHARITY

TENANTS' HANDBOOK

INTRODUCTION

The Association's address is:

Shropshire Rural Housing Association Ltd.,
The Maltings,
59, Lythwood Road,
Bayston Hill,
SHREWSBURY,
Shropshire, SY3 0NA

Telephone: 01743 874848

Fax: 01743 874003

We hope that all tenants of Shropshire Rural Housing Association (SRHA) will enjoy living in and looking after their homes. This Handbook tells you something about us, about your home and about the services that are available to you. There is no need to read them all at once but do keep them safe for future reference. To make future reference quick and easy, there is an index of sections at the front of the book.

The handbook is for information and guidance; the Tenancy Agreement you have signed is the formal agreement between the Association and yourself.

In the handbook you will find information relating to the following topics:-

1. Tenancy Agreement
2. Your home - Living in it and looking after it.
3. Rent and Service Charges
4. Repairs and Maintenance
5. Complaints
6. Moving Home

Shropshire Rural Housing Association

The Association was formed in 1984 to provide good accommodation for rent to people in housing need in the rural areas of Shropshire. The Association has property in the Districts of Bridgnorth, Shrewsbury and Atcham, South Shropshire and North Shropshire. We provide accommodation for families, couples, the elderly and some single people. We are committed to providing rented housing to all sections of the community regardless of their race, colour ethnic or national origin, religion, sex, (sexual orientation) physical disability or marital status.

We are a small association the staff of which work to a Committee of Management made up of volunteers who meet regularly to oversee the activities of the Association. The Association is a registered charity which does not make a profit.

INFORMATION ABOUT YOUR TENANCY

Your Tenancy Agreement

The Tenancy Agreement you have signed sets out the terms of your tenancy to either a single person (a sole tenancy) or to a number of people (a joint tenancy). The name of each person is on the front page of your Tenancy Agreement.

If you are a sole tenant and you wish to put another person on the tenancy, we may create a joint tenancy between you and the other person. There might be legal and other implications of creating a joint tenancy which we will be able to advise you on.

If both parties are agreeable, the Association will consider removing one party from the Agreement. However, there are legal implications in making such a change and again we will be able to advise you on these.

You will have either a secure tenancy under the Housing Act 1985, or an assured tenancy under the Housing Act 1988. The type of tenancy you have is described on the front page of your Tenancy Agreement.

We can only end your tenancy by serving you with a notice and getting a court order. We only do that if, for example, you have not paid your rent or you have seriously misused the property. Contact us if you receive a notice. We will always try to resolve the problem without going to court.

Lodgers and Sub-letting

You can take in lodgers (allowing other people to live as part of your family) without our permission. However you should notify us of the name, age and sex of any intended lodgers. You should not allow your home to become overcrowded.

If you wish to sub-let part of your home, you will need our written permission. Sub-letting means allowing someone to use one or more rooms in your home just for themselves. We will not refuse permission without good reason.

If you are eligible for Income Support and Housing Benefit, then taking in lodgers or sub-letting may mean that the amount of those benefits payable to you will be reduced. Ask your local Housing Benefit office for advice.

You can neither move out and let someone else live in your home, nor sell your tenancy to another person.

Home Purchase

You do not have the right to buy your Shropshire Rural Housing Association home. We are a charitable organisation and want to keep our homes for rent to people who need them.

Sometimes the government introduces schemes giving housing association tenants a discount or cash incentive to buy a home on the open market. We can give you details of any current schemes.

Succession Of Tenancy

Handing on your tenancy to another person

If your spouse, partner or someone who holds a joint tenancy with you is living in the house at the time of your death, they can automatically take over the tenancy. This is known as succession.

Another member of your family may take over the tenancy, but they must have lived with you for at least 12 months before your death.

Anyone claiming the right to succeed to the tenancy should contact us. If more than one person claims this right, we will decide who is to succeed. ***The Tenancy Agreement gives the right of one succession only.***

If there is no-one who is entitled to succeed, but there are still people living in the house or flat, they should contact us immediately. We may consider offering them the tenancy of the current property or another one. Alternatively, we can help them find another home. We will look at each case individually.

Harassment

Shropshire Rural Housing Association is completely opposed to all forms of harassment, racial discrimination and prejudice against minority groups. We have procedures for dealing with harassment which are incorporated in the Association's Equal Opportunities Policy, a copy of which has been provided to you separately.

If you are being harassed at all where you live, contact us immediately. We will investigate your complaint and may take any of the following action:

- * Get advice from the police, support groups and others.
- * Take action against the tenants who are carrying out the harassment.

- * Offer you a transfer to another home.

Wherever it is appropriate, the Association will take steps to deal with those who commit acts of harassment.

Nuisance and Noise

It is a condition of your tenancy that you must act in a reasonable manner and do not do things that are likely to cause the following to neighbours or other people:

- * Danger
- * Nuisance
- * Discrimination or harassment

You are also responsible for the actions of your family, people who live with you, your visitors and your pets.

Anti-social Behaviour

Serious or repeated acts of harassment or nuisance may be classified as anti-social behaviour and the Association has a statutory obligation to deal with such behaviour in an effective way. Again, the Association's procedures for dealing with anti-social behaviour are incorporated in its Equal Opportunities Policy and these tell you what to do if you believe you are a victim of such behaviour as well as what to expect if you are guilty of committing an anti-social act.

YOUR HOME - LIVING IN IT AND LOOKING AFTER IT

We hope it goes without saying that your home is yours to live in and enjoy. Under the terms of your Tenancy Agreement you have Assured/Secure tenure for so long as you abide by that agreement and you have the right to "quiet enjoyment". However it is always important to remember that your neighbours also have the same right to quiet enjoyment. Similarly just as, under the terms of your Tenancy Agreement, SRHA as your landlord has responsibilities to you; you have responsibilities to us.

We hope that the following tips will help you to gain the maximum amount of pleasure from your home while at the same time allowing others to do the same.

Noise

Noisy neighbours are frequent causes of complaints from residents. Some people are more sensitive to noise than others and not all complaints about noise are necessarily reasonable. However, so that you will not be thought of as a noisy neighbour it is always as well to ask yourself the following questions:-

- Do I/we make a noise? (the answer in most cases will be "Yes")
- If "Yes", is the noise I/we make reasonable? Or, to put it another way, could I/we comfortably tolerate such noise if it were being made by others?
- Even if the level of noise I make is reasonable, do I make it for too long or at the wrong time of day or night? (For example, the muffled sound of a radio or television heard through a partition wall during the day or evening may not be felt unreasonable but it may be so if heard at 2 a.m.
- Even if I might answer yes to the first two questions are there any special factors affecting my neighbours that I am aware of that might nevertheless cause them to be distressed by my noise? (e.g. are they in poor health and/or elderly?).

Pets

You must request, in writing, the Association's permission to keep a dog or any other animal which may cause a nuisance to neighbours. ALL pets must be kept under proper control at all times. The breeding of pets for commercial purposes in an association property is forbidden.

Running A Business From Your Home

You must not run a business from your home without the Association's written permission. We will only give this permission if we are satisfied that the main use of your home remains as your sole place of residence and that the nature of that business will not cause a nuisance or danger to neighbours or breach any condition of the planning permission to build the property.

Car & Other Vehicle Parking

Parking for up to two cars per property is normally provided in most of the Association's housing schemes. (Schemes designed solely for the elderly may not have quite as many). If parking spaces have been specifically allocated to your home then please use those and those alone for parking either your car(s) or those of your visitors. If no specific places have been allocated to you then please do not use more than two places at any one time. Please do not park on the street unless you can be sure that you are not causing an obstruction or nuisance to other residents.

Neither large commercial vehicles nor caravans may be parked at any of the Association's schemes without the Association's written permission nor should you leave any vehicle which is derelict or is un-roadworthy on the Association's premises.

Gardens

If you have been allocated a private garden or yard area then you are responsible for keeping it clean and tidy. Please ensure that all lawns are cut regularly and that all flower and shrub beds are kept tidy and free of weeds. In particular please do not allow any

part of your garden to overgrow into that of a neighbour's. You must not erect a shed or any other structure in your garden without first seeking the Association's written permission.

Chimneys

If your home has a chimney to ventilate a solid fuel heating appliance (i.e. an open coal fire or a coke/anthracite boiler) then you must ensure that it is swept at least once a year and inform the Association that it has been done. If you do not then you are placing yourself in real danger from fire and or suffocation. None of the Association's homes has fireplaces designed especially for burning wood. Therefore you are advised not to burn wood or if you do, do so only sparingly and only use wood that has not previously been used for another purpose. Burning wood in coal grates is potentially dangerous and will in due course damage the grate. You will be required to pay for the cost of replacing a grate damaged in this way

Heating Systems

Whether your heating system is gas-fired or electrical it is very important that you operate it according to the instructions left by the manufacturer and installer. Modern heating systems are perfectly safe if used properly but misuse, particularly of gas systems, can place you in danger. If you do not have a set of instructions for your heating system or you cannot understand some part of it or, if for any other reason you need advice on the safe operation of your system then please get in touch with us immediately.

The Association will make arrangements for the proper annual servicing of all gas-fired heating appliances.

Smoke Alarms

Smoke alarms have been fitted to your property for your safety. These are connected to the property's lighting circuit and are mains powered and so they are generally more reliable and have a longer life than battery only powered alarms. However these

alarms do have a "back up" battery which will operate the alarm should there be a fire and a mains electrical failure at the same time. These batteries will need changing from time to time and when they do they will emit a blipping sound. Please ensure that you change the battery as soon as you hear that sound. Otherwise it is important that you check that your alarm is working at regular intervals; every six months is usually the recommended period. The procedure for checking your alarm is shown in the accompanying instructions. *If you do not have the instructions or, you are unable to follow them, then please contact us.*

Landlord's Fixtures & Fittings

Your Tenancy Agreement obliges you to take good care of the Association's property and the landlord's fixtures and fittings. If you or a member of your household damages the property or any of the fixtures or fittings you may be required to pay for the cost of repair.

At the same time, you must not make any unauthorised alterations to the property (see section on Repairs and Alterations) nor to the landlords fixtures and fittings.

In particular, you must not alter any heating systems, including open fires, and you must not alter or, in any way tamper with electrical circuits or electrical equipment. If you wish to connect an additional piece of electrical equipment to the main circuits, you must first obtain the Association's permission.

Community Alarm Systems

If your home has a community alarm system connected to it you will be given instructions on how to use it when you first move in.

Condensation

Any dwelling can suffer from condensation but newly built homes are particularly susceptible to it while they are drying out during the first twelve months or so. Preventing and getting rid of condensation can sometimes be difficult. You have to get the right

balance between the level and type of heating you use, the standard of insulation and the level of ventilation for each room. A good "rule of thumb" however particularly in new houses and in colder weather is to keep your home well heated but also well ventilated at all times.

Most condensation and mould growth problems are caused by the way we use our homes. We can all help to reduce the amount of condensation within our homes helping our families to live in a better healthier home.

Tips To Remember In Reducing Condensation

- * Keep the house warm, generally 5-7°C warmer than the outside is recommended. A little heat constantly throughout the day is more effective than a lot of heat in the evenings.
- * Space heaters, open fires or electric heaters are best to provide warmth. Gas or oil heaters give off moisture as they provide heat, thereby contributing to the amount of moisture in the air.
- * It is better to have many windows slightly open for long periods than a few wide open for short bursts, as this prevents the home from losing too much heat as well as providing a more constant level of ventilation. However there are times when opening windows wide helps to remove large quantities of moisture rapidly, the most obvious times being during cooking or using a shower or bath.
- * Keep doors closed when using the bathroom or kitchen to prevent the steam spreading through your home. Extract fans over a shower or cooker for example, will assist to remove air moisture from the room and should not be turned off.
- * Where possible use heavy curtains that cover the windows completely so they 'seal off' the cooler surface from the warmer air.
- * Wipe any moisture off glass or cold surfaces when condensation has occurred. This will avoid it evaporating back

into the air.

* Avoid hanging wet clothes indoors to dry out.

* Limit the number and size of houseplants as the plants themselves, along with watering, can add to the level of moisture in the air.

Should you experience a persistent problem with condensation then please contact the office.

Spare Key Holding

Please note that the Association does not hold spare keys to your home. You are therefore solely responsible for your keys so please keep them safe at all times and please ensure that you do not lock yourself out. If for any reason the Association has to pay to have locks opened or changed, the cost will be charged to you.

If you should have spare keys cut for keeping by someone not living in your dwelling, you must inform the Association and tell us who holds these spare keys.

PASTORAL VISITOR SYSTEM

The System

The Association's Pastoral Visitor system exists principally to afford additional care and support to the Association's tenants. The Pastoral Visitor system is used as an integral part of our tenant consultation and participation policies to obtain tenants opinions on the management of the Association and channel those through to the Committee of Management and staff.

Details of your Pastoral visitor will be given to you when you first move in and will subsequently be up-dated as necessary. He or she will aim to visit you at least twice a year. One visit should be by prior arrangement if possible, the other will be unscheduled.

The Role of the Pastoral Visitor

- a) To discuss with each tenant, their general welfare and to assess if there are any problems with which the Association can be of help.
- b) To establish in general terms if the tenant is happy with the service provided by the Association and to note any general complaints and suggestions for improvement.
- c) To consult with tenants on current and forthcoming issues and activities.

Action following pastoral visits

Completed visit reports with tenants' comments or complaints are submitted to the Housing Manager for action.

The Housing Manager will take action on items raised. Any items requiring further discussion will be placed on the agenda for the next scheduled meeting of the Housing Management Committee.

Following discussion of the report and action taken, a response prepared by the Housing Manager and approved by the

Committee will be submitted to the tenants.

Other Ways Of Involving Tenants

Shropshire Rural Housing Association is always keen to involve its tenants in its business as much as possible and to seek their views on its services, procedures and policies. In an attempt to ensure it does this as comprehensively and effectively as possible it has drawn up a Tenant Involvement Action Plan a copy of which has been supplied to you separately.

Continuous Improvement

In common with other housing associations, this Association has a policy of continuously improving its performance and services. A copy of its Continuous improvement Policy has been supplied to you separately.

RENT AND SERVICE CHARGES AND OTHER PAYMENTS

Your Rent

When you first move into your new home, the amount of rent you have to pay will be shown on your Tenancy Agreement. If there is a service charge payable that should also be shown separately. It is a prime obligation of yours, under the terms of your Tenancy Agreement, to pay that rent in full and to keep your rent account up to date at all times. ***If at any time you find that you cannot pay your rent in full you are advised to contact the Association immediately!***

Your rent will be shown either as a weekly figure or a monthly one depending on the type of Tenancy Agreement. However, it is your choice as to how you pay it (e.g. monthly, weekly, two weekly) as long as at the end of every month your rent account is up to date.

Service Charges

Service charges are additional charges you may have to pay as well as your rent. These charges are to cover the cost of any additional service the Association may provide for you over and above the basic one of providing a home and maintaining it in a good state of repair and external decoration. Such additional charges cover the cost of such things as:

- * The maintenance of communal landscaping.
- * Community Alarms
- * Warden care
- * The maintenance and care of any additional equipment which may have been provided by and remains the property of the Association.

As mentioned above, service charges are shown separately on your Tenancy Agreement but the amount you pay the Association must be the total of the rent plus the service charge.

How To Pay Your Rent

As stated above, you have the choice of paying your rent at whatever intervals most suit you. There are several ways in which you can make that payment: -

- * By Electronic payment card. Shortly after you move into your home you will be given an electronic payment or "swipe" card. You can use this to pay your rent by cash or cheque at any post office. The post office will give you a receipt for your payment, it is important that you keep this safe.

- * By post. You can send your rent to us through the post. If you choose to use this method it is important that you remember to enclose a note of your name and address with your **cheque** or **postal order** for the rent. **DO NOT SEND CASH BY POST.**

- * By bank Standing Order. If you wish to use this method please ask us for the details of our bank account so that your bank can make out the Standing Order. We regret that we are not able to collect rents by Direct Debit.

- * By cash. We do not encourage the payment of rent in cash and will normally only agree to it in exceptional circumstances. Likewise, we will not usually agree to make rent collections in cash.

Rent Reviews

In the case of Assured tenants, the Association will review their rents every 12 months; (for Secure tenants, every two years). If as a result of that review, the Association decides to increase your rent we will send you a notice at least one month before the new rent comes into effect. The notice will tell what your new rent is and where appropriate the level of service charge. It will also tell you how you can appeal against the new rent should you think it is unfair.

Rent Arrears

You should not allow yourself to fall into arrears of rent. Indeed, it is not in your own interests to do so. The Association has a policy and procedure for dealing with rent arrears which can in the most extreme cases lead to legal action and even the loss of your home. A copy of this policy can be made available to you on request.

Housing Benefit and Supporting People Grant

Housing Benefit may be available to those on low incomes. However, Housing Benefit is not available to meet the cost of those elements of a service charge which are regarded as care elements of the total service provided (e.g. the costs of warden care or a community alarm). Such costs though may be met by a supporting people grant paid directly to the Association on behalf of a tenant if that tenant receives such care and qualifies for a grant. If you think you need Housing Benefit then you should contact the Housing Benefits section of your local district council or come to us for advice.

We will always be willing to help with making claims for Housing Benefit wherever possible.

If you need a supporting people grant then you should contact us and we will submit a claim for you.

Council Tax and Other Payments

You are responsible for paying your own Council Tax and other payments such as Water Rates, Electricity, Gas and Telephone Bills. When you move into your new home you should notify the District Council and the public utilities that you are now the resident. They will ensure that all future bills will be sent to you.

Pensioners and people on Income Support may be eligible for help with their Council Tax. Your local District Council will be able to advise you on this.

Repairs and Alterations

We aim to carry out repairs as quickly and efficiently as possible, but depend upon you to report the need for a repair to the Association's office and allow access for our contractors to carry out the repair. Some repairs are your responsibility and some are the Association's!

The Association is responsible for:-

- a) Repairs to the structure and exterior of the buildings such as the roof, walls, window frames and doors.
- b) The repair of gutters, pipes and drains.
- c) Electrical wiring including sockets and switches, gas piping fitted heaters, radiators and water tanks.
- d) Repairs to baths, toilets, sinks and basins.

Your tenancy agreement lists the Association's responsibilities in full.

You are responsible for:-

- a) Interior decoration
- b) Replacement of lost keys.
- c) Glazing.
- d) Renewing or repairing everyday items such as light bulbs, fuses, curtain rails and tap washers etc.
- e) Anything belonging to you.
- f) Replacing batteries (as required) where the Association has provided and fitted battery back up smoke detectors.
- g) Upkeep of private garden area.

You are also responsible for repairing any damage caused by your neglect or such damage by a member of your family or visitors. ***If the Association has to repair such damage it will recharge the cost to you.***

Decoration

The Association will decorate the outside of your home at least

once every 4 years. It is your responsibility to decorate the inside of your home. Please do not paint or paper newly plastered walls for six months or until the plaster has dried out completely. Otherwise the salts in the plaster will damage your new decorations.

Gloss paint must not be applied to internal plastered walls or ceilings. It encourages condensation to form and is impossible to remove without damaging the plaster. For similar reasons, do not use strong gloss colours on internal woodwork.

How To Report A Repair

Report any repairs needed to the Association's office. If the office is closed leave a message on the answer phone.

- a) Give your name, address and telephone number.
- b) Describe, as fully as possible, what you think is wrong.
- c) Tell us when you will be at home, or where we can find a key. The telephone number to use is **01743 874848**.

Reporting Emergency Repairs

It is impossible to list every emergency that might occur, therefore, the following points should be used as a guide to assess whether the repair is an emergency or not.

- a) Will any delay in carrying out repairs mean that you will be unable to use one of the essential services such as gas, electricity or water?
- b) Will any delay in carrying out repairs endanger you or your family?
- c) Will any delay in carrying out repairs cause further damage to your home?

If the answer to any of these questions is "YES" you should contact the Association's office immediately. If the emergency occurs outside normal office hours, you should contact the emergency out of hours service on **0800 592418**.

If the out of hours service is used and the work is shown not to be urgent, you may have to pay for the additional cost of the repair. In any case the Association must be told of such action as soon as possible.

Repair Categories

When a fault is reported a repair notice will be issued, classifying the seriousness of the fault, describing the fault and naming the contractor who will be doing the work and by when it should be finished. You should co-operate with the contractor in providing access.

The classification will be into one of the following categories:-

Category 1 - Emergency

Repairs in this category will meet the criteria described in the section "Reporting Emergency Repairs" at the paragraph above. Such repairs should be carried out within 24 hours from the time they are reported. In some cases only temporary repairs will be possible to make safe a property or to prevent further deterioration.

Category 2 - Urgent

This involves repairs where there is considerable inconvenience but no danger to the Tenant. Most urgent repairs will be completed within 48 hours. The less urgent ones may take up to 5 working days.

Category 3 - Routine Repairs

These will be completed within 20 working days.

Meeting the above time limits for repairs is dependent upon you providing access for an inspection and for the repair work to be carried out.

Response time will be reconsidered to take account of vulnerable

Tenants who have special needs such as the elderly and those with very young children.

If Repairs Are Not Done

We plan to complete most repairs within the time we set; however, occasionally repairs are not finished on time because of such things as waiting for a spare part or bad weather. If you have been waiting longer than the time stated on the repair notice without a satisfactory explanation, contact the Association's office. They will chase up the request for repairs and if necessary issue a further repair notice.

Right To Repair

If you have reported to the Association, in writing, the need for a repair which is the Association's responsibility and where the Association has, without good reason, failed to carry out the repair within 28 days of having received such a report, then the tenant may in certain circumstances have the right to carry out the repair and claim reimbursement from the Association. You are however strongly advised to contact the Association before exercising this right as costs may not be paid if the correct procedures are not followed. As an Assured tenant you should also refer to clause 5. (3) of your Tenancy Agreement.

Compensation For Failure To Repair

You may be entitled to compensation if the Association twice fails to carry out a reported repair or maintenance problem which affects the health, safety or security of you or your family.

When a repair is reported the Association will issue a repair notice describing the repair and naming the contractor who will be doing the work and stating when it should be finished. You must co-operate with the contractor in providing access.

If the Association fails to carry out the repair within the set timescale, then you should inform the Association that the repair has not been done. The Association will then, where it is

reasonably practicable, issue a further repair notice and give you a copy.

If the Association again fails in its duty to have a qualifying repair carried out within the second specified period and you wish to claim compensation you must do so either verbally (for example by telephone) or in writing, setting out in as much detail as possible, the grounds for your claim and the justification for the amount you are claiming. The amount of compensation will not normally exceed £100 and will depend on the circumstances surrounding the failure to carry out the repair and the consequences of that failure; and will be decided by the Association in consultation with you.

Longer Term Maintenance and Major Repairs and Improvements

Apart from the day-to-day repairs mentioned above (sometimes referred to as "response repairs"); the Association may from time to time decide to undertake work on your home even though you have not requested it.

Such work will usually be to ensure that your home remains in good condition over many years and most typically will be external redecoration every four years or such other period as may be specified in your tenancy agreement ("cyclical maintenance").

However, at other times it may be considered necessary to carry out more major works to the structure of the property such as the replacement of window frames and other items of external woodwork or even re-roofing the dwelling ("major repairs").

When cyclical maintenance works or major repairs are planned you will be consulted about these and given good notice of when they will be carried out. If the work is of a nature that requires the Association's contractors to be given access to your home or for someone to be in attendance while the work is being carried out then you must make arrangements to do so. (Again, a typical example is someone being in attendance at property to open and

close windows and external doors while the house is being redecorated).

The Right To Improve Your Home And Receive Compensation

You may make certain improvements to your home that do not damage, disfigure or devalue the property and do not pose a risk to your health and safety or the health and safety of others.

However, you must have written permission from the Association prior to making any improvement.

The Association has prepared a list of pre-determined improvements that Tenants can make to their home at their own cost. If you decide to make an improvement you should submit the name and qualifications of your chosen contractor for the work to the Association and state the reason for choosing that particular contractor. Only when the Association has agreed to your proposals can you then instruct the contractor to start work.

Please note that the Association will not normally give permission for "do it yourself" (D.I.Y) improvements to be carried out.

Compensation for authorised improvements may be paid at the end of your tenancy and the amount agreed will be set against any sums that may be owed to the Association by you. The full amount paid to the contractor will not be paid in compensation as a factor for depreciation will be deducted. Where the tenancy is terminated through a possession claim based on a breach of obligation, you will not normally be entitled to compensation.

COMPLAINTS PROCEDURE

Introduction

Shropshire Rural Housing Association aims to provide a high quality of service to all its tenants and applicants. In particular, through its Pastoral Visitor system it seeks to identify and deal with causes of any discontent at an early stage. However, should there be complaints, these are taken seriously and play a positive part in improving future service delivery. Complainants may not pursue issues through other channels until and unless they have first exhausted the Association's own complaints procedure.

What Is A Complaint

A complaint is an expression of dissatisfaction with the Association by either a tenant, applicant or member of the public where an initial response to their problem has not proven satisfactory.

How To Complain

The procedure is designed to allow complainants to choose how to complain. If a tenant, applicant or member of the public wishes to express their dissatisfaction about the action or lack of action by the Association or about the action or actions of a member of the Association's staff, then they may do so by whatever method they choose. The most common ways of making a complaint are:-

- * By letter or fax to: **Shropshire Rural Housing Association, The Maltings, 59 Lythwood Road, Bayston Hill, Shrewsbury, Shropshire, SY3 0NA (fax no: 01743 874003)**
- * By telephone on **01743-874848**
- * In person, or by
- * Using the internet (e-mail) to:
enquiries@shropshirerural.co.uk

Initial Complaint

Where you feel that you wish to draw a matter to the attention of

the Association, that some explanation of the Association's performance, or lack of it, is warranted, but do not feel that a formal investigation is necessary then an initial complaint should be raised. Initial complaints should be made to: -

- * To the appropriate person¹ at the Association's office.
- * Verbally, in person, by telephone, in writing or by using the Internet.
- * As soon as is reasonably practicable after the cause for complaint has arisen.
- * In as much detail as possible.
- * In confidence if the complainant requests this.

¹ *The appropriate person in the first instance may be the Housing Manager, the Housing Officer, the Administrative Officer or, in a sheltered scheme, the scheme warden. If a complainant is unsure as to who may be the appropriate person they should ask at the reception/switchboard.*

You will be asked what you wish the Association to do to rectify the problem or improve matters. These views are extremely important if satisfaction is to be provided. The views will be taken into account when the matter is being investigated. The person to whom the complaint was addressed will either take remedial action as soon as possible or reply in writing within fourteen days of receiving the complaint giving the reason(s) why no such action has been taken. Both the complaint and the response will be recorded on the appropriate file. Initial complaints should normally be capable of being dealt with in a relatively short time scale and on a fairly informal basis. If you are unhappy with the outcome of the initial complaint you may raise the issue as a second stage complaint.

Second Stage Complaint

If the result of an initial complaint is unacceptable to you, or if the complaint is about the action(s) of a member of the Association's staff, a further or second stage complaint should be made to the Chief Executive at the Association's office. Such a complaint should be:

- * In as much detail as possible.
- * Made as soon as is reasonably practicable after the cause for complaint has arisen.
- * In confidence if you request this.

Again, second stage complaints can be made: -

- * By letter or fax
- * By telephone
- * In person, or by
- * Using the internet (e-mail)

This will be: -

- * Recorded in a complaints book at the Association's office.
- * Drawn to the attention of the Chairman of the Housing Management Committee.
- * Replied to within fourteen days by the Chief Executive.

If for reasons beyond his/her control, the Chief Executive is unable to reply to the complaint within fourteen days (e.g. because he/she is away from the office for an extended period of time) then the complainant will be advised of this fact by another member of the Association's staff who will also tell the complainant when the Chief Executive is likely to be available next.

Prior to replying to a second stage complaint, the Chief Executive may ask to discuss the complaint in person with the complainant. In any event, a complainant has the right to require a meeting with the Chief Executive at any stage of the complaints procedure.

Third Stage Complaint

If you remain dissatisfied with the response from the Chief Executive, you may ask for a response from the Chairman of the Housing Management Committee. Once again, such a request may be made: -

- * By letter or fax
- * By telephone
- * In person, or by
- * Using the internet (e-mail)

Where the matter clearly requires a formal investigation by senior management, you will be advised within fourteen days, that the matter is being looked into and that the Chairman of the Housing Management Committee will respond within twenty-eight days. Again, the Chairman of Housing Management may decide to discuss the complaint with the complainant in person before making his/her response and again the complainant has the right to require a meeting with the Chairman of Housing Management during this stage of the proceedings.

If the complainant is still not satisfied then he/she may make a Final Complaint to the Chairman of the Association who will refer the matter to a Complaints Panel formed from members of the Association's Governing Body

Final Complaint

A Final Complaint should be made to the Chairman of the Association, care of the Associations' office. The Chairman will respond within fourteen days advising the complainant of the day on which he/she proposes to convene a Complaints Panel and inviting the complainant to put their case before that panel in person. If either the date or location proposed for the Panel is not convenient for the complainant then he/she has the right to ask for a revised date or location. In addition the complainant will have the right to be accompanied or represented by another person of their choice in putting their case to the Panel. Once the Complaints Panel has considered the details and causes of the complaint including such responses given and any remedial taken prior to this stage and taken into account any personal representations made by the complainant, whether in person or not; it will decide what further action, if any, it will direct the Association to take. The Complaints Panel will convey its decision to the complainant within twenty-eight days of its meeting. The Complaints Panel's decision will represent the Association's final

response to the matter raised, within the framework of this complaints procedure.

The Independent Housing Ombudsman

If a complainant remains dissatisfied the Association's response to the complaint after completing all these procedures he/she may refer the matter to the Independent Housing Ombudsman. (It is important that the Association Complaints Procedure has been exhausted before contacting the Ombudsman).

The address is: -

Independent Housing Ombudsman,
Norman House,
105-109 The Strand,
LONDON, WC2 OAA

Telephone: 020 7836 3630

An explanatory leaflet and complaint form is supplied to each tenant. Further forms are available from the Association's office.

Other Agencies

Complainants are of course; free to pursue complaints through Citizens Advice Bureau, Law Centres, Housing Aid Centre and similar agencies that will offer advice and support, free of charge. Firms of solicitors will also assist with complaints against the Association but may charge for their services.

MOVING HOME

Moving In

Ensure that you have:-

Your Keys

Electricity

- Inform Electricity Board

Gas

- Inform Gas Board

Telephone

- Ask BT to change the number to your name

Water

- Inform Water Company

Read All Meters First!

* Ask about mains switches, heating operations, extractor fans, stopcocks etc.

* Report any faults or breakages you may find.

* Read your Tenancy Agreement - make sure you understand it and that you know what your rights and obligations are - if in doubt ask us!

* Make sure that you know what your rent is, how to pay it and when.

* Ask your District Council about your Council Tax

* If applicable, ask your District Council or us about Housing Benefit or Supporting People Grant.

* We will come and visit you within two weeks of the property being handed over to you to answer any questions you may have.

Moving Out

* Once you have given us notice of your intention to surrender

the tenancy we will come and carry out an inspection of the property and make a note of its condition. Any damage which you are responsible for repairing will be notified to you during that visit. If you fail to make that repair before you leave the Association will do it and charge the cost back to you.

* Make sure all your possessions have been cleared - check roof spaces and out buildings.

* Please leave the house clean.

* Report any faults or breakages.

* **READ AND RECORD ALL YOUR METERS!**

* Advise the District Council and all the relevant public utilities (electricity, gas, water, telephone) that you are leaving.

* Make sure that you do not owe any rent and that all your other bills are paid up to date.

* Advise the Post Office of your new address and ask them to forward your mail. Leave us your forwarding address.

* Make sure that you have made clear arrangements with us for handing over the keys. **PLEASE DO NOT SEND KEYS THROUGH THE POST!**

* Try to avoid leaving keys with neighbours.

For your notes

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**SHROPSHIRE
RURAL HOUSING
ASSOCIATION LTD**

SHROPSHIRE'S RURAL HOUSING CHARITY

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