

# TENANTS' HANDBOOK

### A guide to your home



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# Welcome

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This handbook sets out what we expect from you and what standards of service you should receive from us. Please remember, you are responsible for everyone who lives in, or visits, your home.

This handbook should be read in line with your Tenancy Agreement.

#### **Contacting Babergh**

On our website: <u>www.babergh.gov.uk</u>

By telephone: 0300 123 4000. Our phone lines are open from 8.45am to 5pm, Monday to Friday. On Tuesdays, our phone lines open at the slightly later time of 10am. Our phone lines are closed on weekends and public holidays.

When you call us, you will be given options from our automated phone system. It is designed to help residents reach the council department that can help with your enquiry. If you want to speak to us about your home, rent account, or tenancy, you should press option 3.

# Our Team

We are committed to customer care and ensuring the safety and well-being of our staff. It is therefore a condition of your tenancy

that you do not threaten or abuse our staff or contractors in any way, physically or verbally. This includes bad language.

For the safety and comfort of all parties involved, we request that tenants refrain from smoking inside their homes while our staff and contractors are present, as well as for two to three hours prior to their arrival. This precaution is necessary to ensure that our staff and contractors can perform their duties in a healthy environment.

Please be advised that our repairs operatives and contractors reserve the right to decline or to stop work in your property if they deem the environment to be detrimental to their health. We suggest smoking outside in open spaces, such as your garden, whist employees and contractors are present in your home.

We appreciate your cooperation and understanding in maintaining a safe and healthy atmosphere for everyone.

# Tenant Portal

MyHome is a secure online area to aid and support you regarding your home.

With access to MyHome, you can:

- View your rent account information.
- Manage and update your household information.
- Review and print rent statements.
- Make payments and set up direct debits.
- Learn who your housing officer is and how to contact them.

You will also be able to:

- Stay informed with news about your home and council.
- Find additional resources for council functions.

You can download the app from our website.

# USEFUL INFORMATION

- <u>Tenant engagement</u>
- Keeping in the know
- <u>Help to get online</u>
- <u>Compliments, comments and complaints</u>
- How we deal with complaints

- Domestic abuse
- <u>Safeguarding</u>
- Equality and diversity
- <u>Vulnerabilities</u>
- <u>Data protection</u>
- Freedom of Information

# **Tenant Engagement**

We encourage tenants to help us shape the services you receive from us.

This means we will tell you about anything that affects your home or the service you receive and give you opportunities to express your views and opinions.

We believe there are many benefits to being involved, which include:

- You have the opportunity to tell us what works well - and not so well.
- Hold us accountable for the service you receive.
- You can help us make positive changes.
- Free training is available.
- You can develop new, transferable skills.
- You can make new friends.
- You will be empowered to make changes you'd like to see in your neighbourhood or local area.

We provide a range of ways for you to get involved, at a level that suits you and the time you have spare. You will never be left out of pocket for your involvement as we will reimburse transport costs where necessary.

Find all our Tenant Engagement opportunities on our website.



#### Satisfaction surveys

We carry out regular surveys to get views about the services we provide. If you are contacted by our survey company, Acuity, to take part in a survey, please do take part. Your feedback really helps us to improve.

You can view results from our surveys, and what we are changing, on our website.

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# Keeping in the know

#### My Home Bulletin

We send our tenants a monthly email bulletin, called My Home. This is full of news and information about our services.

To ensure you receive this, please make sure we have an email address for you.

#### **MyHome Tenant Portal**

MyHome is a secure online area to aid and support you regarding your home.

With access to MyHome, you can:

- View your rent account information
- Manage and update your household information
- Review and print rent statements
- Make payments and set up direct debits
- Learn who your housing officer is and how to contact them

You will also be able to:

- Stay informed with news about your home and council
- Find additional resources for council functions

To find out how to set up an account, visit our website.

#### **Annual report**

We publish our Annual Report, which contains details of our performance and how we spend rent, on our websites and send it through our My Home Bulletin. If you would like a printed version, please contact our Tenant Engagement Team on 0300 123 4000, option 3 to request one.

#### Our policies and procedures

You can <u>view all our policies and procedures on our website</u>. We have policies on things such as repairs and maintenance, tenancies and keeping pets.



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# Help to get online

We appreciate that many aspects of your tenancy are managed online.



Our in-person digital skills sessions can help you feel more confident completing tasks such as raising a repair, using the MyHome app, and joining the housing register. They can also help you learn other skills such as sending emails and messages, online shopping and using the NHS app.

You can <u>find all the dates for our digital skills sessions on our</u> <u>website</u>, as well as details of quick online courses you can do yourself to boost your digital skills.

If you would prefer to speak to someone, you can call customer services on 0300 123 4000, option 7 and request a call back from the Digital Skills Team to discuss the support available in your area.

All libraries in Suffolk have computers that are available to use - with staff on hand to offer support. All libraries also have free Wi-Fi available. In partnership with Suffolk Libraries, you can borrow an iPad from libraries in the district. Visit <u>Suffolk Libraries website</u> or pop to your local library to find out more about borrowing an iPad.

If you're struggling to get online, you can get a free SIM card from Suffolk Libraries which are preloaded with data, calls and texts to help reduce digital exclusion. You can visit your local library during opening hours to be referred for the scheme. The SIM card will then be sent to your selected library to collect within a week.

### Compliments, comments and complaints

Compliments, comments, and complaints help us to improve the services we provide as your landlord.

You can do this using our online form. This is the quickest and easiest way to register a compliment, comment, or complaint with us. You can <u>find the online form on our website</u>.

If you do not have access to our website, you can make a complaint by calling us on 0300 123 4000, option 7.

#### Housing Ombudsman

The Housing Ombudsman Service is a fair and impartial service which was set up by law to look at complaints about Social Housing. You can bring a complaint to the Housing Ombudsman for investigation if issues have not been resolved after using our complaint's procedure. You can <u>find out more on the Housing</u> <u>Ombudsman's website</u>.

You can contact the Housing Ombudsman via their website or by <u>emailing them</u> or call 0300 111 3000. Phone lines are open Monday to Friday, 9am to 5pm. Lines are closed for staff training every Thursday from 3.30pm to 5pm.

You can write to: Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 OET.

Please note, the Ombudsman strongly encourage customers to use email or their website rather than sending post to the PO Box address in Preston as there will be delays. Please do not send original documents by post as they are unable to post them back to you.

#### How we deal with complaints

When you make a complaint about our service, we handle it in line with our Compliments, Comments and Complaints policy. <u>This can be found on our website.</u>

#### Stage One

Your complaint will automatically be triaged to the Manager of the service that you have complained about.



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They will contact you, to acknowledge your complaint, within five working days. From the day you submit your complaint, we have ten working days to provide a full response to you.

If we do not agree with your complaint, we will provide you with a full explanation.

#### Stage Two

If you do not agree with the response you receive from us in Stage One, and you are unhappy with it, you can ask that it is reinvestigated as a Stage Two complaint.

You will need to let us know what you think we did not consider, or what you were unhappy with.

At Stage Two, your complaint will be investigated by our Complaints and Feedback Officer (who is independent from the service you have complained about). They will re-examine all the information, and they will then provide you with an impartial response.

They will contact you within five working days, to acknowledge your complaint. From the day your complaint is submitted, we have 20 days to provide a response to you.



# **Domestic Abuse**

#### If you are in immediate danger, please call 999.

Babergh and Mid Suffolk District Council's Domestic Abuse Link Worker provides support, as appropriate, and in addition help and guidance around housing circumstances. Our Officer can be contacted by:

- Emailing them
- Calling: 0300 123 4000, option 3 and ask for Domestic Abuse Support.

If you wish to discuss your situation in confidence or access refuge accommodation, please contact:

Suffolk Domestic Abuse Helpline -0800 977 5690 (available 24/7) National Domestic Abuse Helpline -0808 2000 247 (available 24/7)

# Safeguarding

Safeguarding is a term used to describe the function of protecting people's health, well-being and right to live free from harm, abuse, or neglect. Safeguarding is everyone's responsibility.

Anyone can refer a safeguarding concern. If you are worried that someone is at risk of abuse, neglect, or harm, please report it to Suffolk County Council using the links below.

- <u>Report abuse of an adult</u>
- Report a child at risk of harm, abuse, or neglect

You can also call on 0808 800 4005 (free from landlines and most mobiles).

#### **Equality and Diversity**

We are committed to promoting equality, community cohesion and social, digital, and financial inclusion.

We seek to eliminate discrimination, harassment and victimisation and advance equality of opportunity, foster good relations, tackle prejudice, and promote understanding.



Babergh will comply with all the legal and regulatory requirements placed on us by the Equality Act 2010, the Human Rights Act 1998, the Regulatory Framework for Social Housing in England, and the Care Quality Commission regulations.

#### Vulnerabilities and reasonable adjustments

It is a requirement of the Regulator for Social Housing's Consumer Standards that we provide fair and equitable services and outcomes for our tenants.

If you make us aware of any vulnerabilities or disabilities you have, whether permanent or temporary, we will record this information on our systems along with what reasonable adjustments we need to consider when delivering landlord services to you.

This could also include if you would like to nominate a representative to act on your behalf in your interactions with us.

To make us aware of a vulnerability, a specific requirement to consider or to nominate a person to act on your behalf, call us on 0300 123 4000, option 3.

#### **Data Protection**

We believe in being open and transparent with everyone about how we use personal data. We will always collect and process personal data for a specific purpose, linked to a lawful basis, adequate and limited to that purpose.



We will endeavour to maintain data accurately and where the purpose is no longer relevant, data will be deleted or, in some cases, pseudonymised so that it cannot readily be linked to the data subject.

You can <u>view our Privacy Notice on our website for further</u> <u>information</u>.

#### **Freedom of Information**

The Freedom of Information Act provides public access to information held by public authorities.

You can find out more and how to make a request on our website.

#### **Fair Processing Notice**

This authority is under a duty to protect the public funds it administers, and to this end may use any information you have provided for prevention and detection of fraud.

It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. For <u>further information visit our website.</u>

# MY TENANCY

- Your tenancy agreement
- <u>Moving in</u>
- Your rights as a tenant
- Lodgers and subletting
- <u>Joint tenancy</u>
- <u>Mutual exchange</u>
- <u>Covenants</u>
- <u>Transfer</u>

- <u>Assignment</u>
- Succession to the tenancy
- <u>Moving out</u>
- <u>Renting a garage</u>
- <u>Right to buy</u>
- <u>Apply for permission</u>

# My Tenancy

#### **Tenancy Agreement**

Your tenancy agreement is a legal contract. It sets out the terms and conditions required by you (as the tenant) and us (as your landlord). It is an important document so you should read it carefully and keep it safe. This handbook gives further advice and guidance on what the tenancy agreement means and how to make sure you do not break any of its conditions.

Your Babergh home must be your permanent home and you cannot live elsewhere. If you do, you may lose your rights as a tenant, and we can serve a Notice to Quit to bring your tenancy to an end.

#### Living in sheltered?

If you live in one of our Sheltered Schemes, please also refer to your Sheltered Booklet for scheme specific information. If you are unsure about anything, please speak to your Sheltered Housing Officer.

#### **Introductory Tenancy**



An introductory tenancy is initially held for 12 months and may be awarded to someone who has not held a tenancy before.

During this time, as an introductory tenant, you will have less security and fewer rights:

- You are at greater risk of losing your home if you do not keep to this agreement.
- You do not have the right to sublet a room, or assign or exchange, with another tenant.
- You cannot buy your home.
- You cannot make any improvements or alterations to your home.

You must show that you are responsible enough to obtain a secure tenancy.

#### To do this you must:

- Not behave in a manner which is likely to cause nuisance or annoyance to other people.
- Pay your rent on time.
- Look after your property and garden.

If you break any of the conditions of this agreement whilst you are an introductory tenant, we may decide to end your tenancy. We must serve you with a notice of seeking possession proceedings, giving you reasons why we are doing so. You may ask for a review within 14 days of the date the notice was served.



### What if I break my Tenancy Agreement?

If you break any conditions of the tenancy, we can take action to remove you from your home.

We may also do this if you, or anyone acting for you, have knowingly given false information to us to get your tenancy. In most circumstances we will contact you to resolve the problem. Our first aim is to reach an agreed solution. However, on some serious occasions, we will go to court to resolve the issue.

We can also take action if you break conditions laid out in the relevant Housing Acts, and we may also take out injunctions (court orders) requiring you to do, or not to do, something.

If we take you to court, the judge will decide if they think it is reasonable to give us possession of your home. This will be based on the evidence presented and the seriousness of the tenancy breach. We will also ask the court to make an order for you to pay the costs of any such action.

# Moving in welcome to your new home

Now you're in your new home, here are just some hints and tips to help you settle in.

#### **Utility readings**

Please take utility readings and contact your utility providers as soon as possible.

Please see your welcome letter for further information.

#### Flooring

We only provide floor coverings within kitchens and bathrooms. It is your responsibility to provide floor coverings for other rooms within your home.

There are a range of charities available to help with the cost of these, should you need it. <u>See our Help with Furniture section for further details</u>.

#### Furniture

All our properties are let unfurnished meaning you will need to furnish these yourself.

There are a range of organisations that can support, <u>see our Help with Furniture section</u> <u>for further details.</u>

#### **Repairs**

Ensure you know what repairs you are responsible for, and what repairs you must report to us. <u>See our My Home section for</u> <u>more information</u>.



# Your rights and responsibilities

If you are a new tenant, we will go through your tenancy agreement and explain it to you when you are about to sign up for your new home. You will be responsible for keeping to the conditions as soon as the tenancy starts.

#### Your rights as a secure tenant:

- Right to buy
- Right to exchange
- Right to carry out improvements
- Right to Repair

#### Lodgers and subletting

- Right to compensation for improvement.
- Right to be consulted
- Right to take in lodgers
- Right of succession

You have the right to take in lodgers, but you must ensure that your home does not become overcrowded. If you receive Housing Benefit or Universal Credit, you must notify us, or the Department for Work and Pensions, as soon as you take in a lodger, as it may affect your rent and benefit. <u>To apply, visit our website.</u> If you live in sheltered accommodation, you do not have the right to take in lodgers.

Subletting means renting out some of your home. You must <u>apply for our</u> <u>permission</u>. You must not sublet the whole of the home as this will affect your rights as a tenant. Subletting may also affect any benefit you receive.

#### **Joint Tenancy**

The tenancy agreement for joint tenants is the same as the one for sole tenants. Both joint tenants must sign the tenancy agreement. A joint tenancy means that each joint tenant is equally responsible for meeting the conditions of the tenancy and paying the rent. You can <u>apply on our website to add a joint tenant</u>.

If you leave your home and don't formally end the joint tenancy, you are still responsible for looking after the property and paying the rent. If you wish to leave a tenancy, <u>complete our online form</u>, or call 0300 123 4000, option 3.

# **Mutual Exchange**

Mutual exchanges are a way to help you to swap your home with another social housing tenant. Exchanges are often a quick way for you to move.

Unless you are an introductory tenant, you have a right to exchange, but approval will depend on:

- Both parties having a clear rent account.
- Both homes passing an inspection.
- Both homes being suitable for their new tenants, for example, not being too big or too small; or adapted or built for special needs such as people with disabilities or sheltered accommodation.

If you rent a garage this must not be advertised as part of the exchange. If you wish to keep it, you must update your new address details with us. If you wish to surrender the garage, you need to <u>complete a termination</u> <u>form on our website</u>.

You can advertise your wish to exchange locally but you should not make any financial arrangements with a possible exchange tenant.

#### If you move into a home through a mutual exchange:

- The property is taken as seen. All responsibilities of the outgoing tenant will be inherited by the incoming tenant.
- Repairs and maintenance responsibility of items installed by the outgoing tenant will be inherited by the incoming tenant.
- You will still be responsible for such things as internal decoration.
- Read more about repair responsibilities in the mutual exchange section of our <u>Repairs and Maintenance Policy on our website</u>.

There are schemes available that will put you in contact with tenants who want to also move.

#### To <u>find out more and apply online for mutual exchange, visit our</u> <u>website</u>.

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### Covenants

If you are moving into a new build home, in addition to the terms and conditions of your tenancy agreement, you and your home may be subject to planning covenants and conditions. These are things you are allowed to do or not allowed to do, as per the original planning application.

These will be sent to you when you take on your tenancy.

#### Transfer

A transfer is where we move you to an empty home. If you want to transfer, for example if your home has become too big or too small for your needs, you must <u>update your Housing Application via the</u> <u>Gateway to Homechoice website</u>.

Before you can transfer, we will inspect your home, which must be to a good standard. You must also have a clear rent account. Any other tenancy problems should also have been resolved.



# **Assignment and Succession**

#### Assignment

#### Assignment means passing your tenancy onto someone else.

You can only do this if:

- A court has made an order in connection with divorce or childcare proceedings.
- You exchange your home with another tenant of a local authority or Registered Provider, and we have approved the exchange in writing.

See the section on 'Succession to the tenancy' in your Tenancy Agreement. We may take action if you want to assign your home to someone, but the property is unsuitable for their needs. If you want to assign your tenancy, you must contact us first on 0300 123 4000, option 3.

The person who takes over the tenancy is called a successor. A succession can only take place once.

#### Succession to a Tenancy

If a joint tenant dies, the tenancy automatically continues (as a sole tenancy) for the surviving joint tenant. It is important that you let us know if this happens. You can do this by <u>completing our online form</u> or by calling us on 0300 123 4000, option 3.

If your tenancy is a sole tenancy, on your death it may be possible for your partner or other family member to succeed to the tenancy, but only if they have been living with you for the last 12 months, have no other home and the property is suitable for their needs.

# Moving out

If you want to end your tenancy you must give us at least four weeks' written notice to quit, ending on a Sunday.

The four week notice period starts from the date we receive your form. The only exception to this is where a tenant has died and there is an Executor of the Will, or a person who receives administration to administer the estate of a sole tenant who has died. In these cases, we require at least two full weeks' notice, ending on a Sunday.

You can <u>complete an End of Tenancy form on our website</u> or call us on 0300 123 4000, option 3, and request an ending a tenancy form.

If you are a joint tenant, the tenancy can end if one tenant gives notice to quit. If this happens you should seek housing advice immediately from us.

During the notice period, we will arrange to visit your home and carry out an inspection. If you have damaged the home or carried out work that we did not give permission for, you will be given a chance to put the work right.

If you do not, you will be charged for the cost of us fixing this work. You may also be charged if we have to clear, or clean, your property. This may include lost rent from not being able to let the property more quickly to another tenant.

If you are an older person or a person with a disability and need some practical help with moving, please contact us and we may be able to give you details of any help available in your area.

# Moving out checklist

Before you move out you must make sure you have done the following:

- Cleared your rent account. You are liable for the rent until the end of the tenancy and the keys have been returned.
- Removed all your possessions and property from the home, garden and outhouses.
- Left everywhere clean and tidy.
- Notified your water, gas, electricity, and telephone companies.
- Reinstated any of our fixtures and fittings, making good any damage and any unapproved alterations.
- Given us a forwarding address (in case we have to send on post or make further contact).
- Left the internal decoration in a good condition.



On the day you move out, you will place a key in the key safe box that we have provided. The remaining keys (including window locks, shed keys and door entry fobs, where applicable) are to be left in the kitchen.



# **Renting a Garage**

We have a number of garages available to rent across the district.

Many of our garage sites are in high demand and there may be a waiting list.

You must have a clear rent account on your home to be able to rent a garage. We may give priority to applicants who are registered disabled and require a garage.

Garages should be used for parking vehicles. Storage is also permitted, however we accept no liability for damage or loss and recommend <u>contents insurance</u> is obtained.

You can find garages in your area, and apply on our website.

# **Right to Buy**

As a tenant of Babergh, you may be able to purchase your home from us, at a discounted price.

Some homes cannot be bought under the Right to Buy scheme. They include:

- Sheltered housing
- Housing used for temporary housing
- Housing let for employment purposes (for example, a caretaker's house)
- Housing particularly suitable for elderly tenants

To <u>find out more and apply, visit our website</u> or call 0300 123 4000, option 3 and ask to speak to the Right to Buy Team.

#### **Apply for Permission**

You will need to apply for permission for the following:

- Alterations.
- Keeping a pet.
- Keeping a caravan, boat or trailer at your home.
- Taking in a lodger or subletting part of your home.
- Running a business from home.



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To <u>find out more, visit our website</u> or call us on 0300 123 4000, option 3.

# MY ACCOUNT

- <u>Rent and service charges</u>
- <u>Under-occupation</u>
- <u>Ways to pay your rent</u>
- <u>Rent account advice and support</u>
- <u>Problems with paying your rent</u>
- <u>Benefits to help you pay your rent</u>

- Action for rent arrears
- <u>53-week year</u>
- <u>Benefits and support</u>
- <u>Cost of living support</u>
- <u>Help with furniture</u>

### **Rent and service**

#### charges

Rent is our main source of income, and we need it to carry out repairs and maintenance to your home and to provide you with services. Service charges, where



applicable, are paid at the same time as your rent and include such things as grounds maintenance, emergency and communal lighting, communal cleaning, and window cleaning.

Council tax, gas, electricity, water, and other charges are payable direct to the relevant organisations.

The amount of rent you pay will depend on things such as the size of your home, its location, the month, and year it was let, any local services and the type of tenancy you have with us. This may mean that you are paying more or less than your neighbours for the same property type.

If you are in a joint tenancy, you are both responsible for any payments that have been missed. If you leave the property, we can still claim any rent owed from either tenant, whilst your name is on the tenancy agreement.

The rent for each new financial year will be effective from the first Monday in April and we will provide 28 days' written notice of any changes to your rent and service charges, where applicable. Please remember, if you are paying monthly, your payment covers the rent charges for the month ahead. This should ensure that your account never goes into arrears.

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# Paying your rent

#### **Under-occupation**

If someone is assessed as having more bedrooms in their home than is necessary, they will be under-occupying that property.

This means they will get a reduction on their Housing Benefit. Under-occupying is also known as 'Bedroom Tax'.

You can find out more about under-occupation and the impacts on benefits on our website.

#### Ways to pay your rent

Your rent is due every Monday.

There are several different ways you can pay. The easiest way to pay your rent is via a monthly direct debit.

When new tenants sign a tenancy agreement with us, we expect that you will pay rent by direct debit. Currently, we are only able to offer monthly direct debits.

Please remember, if you are paying monthly, your payment covers the rent charges for the month ahead. You can pay your rent weekly, every two weeks or monthly, always making sure you are paying ahead.

# **Direct Debit**

We strongly encourage you to pay your rent by direct debit and offer a variety of collection dates for your convenience.

You can <u>set one up straight away on our</u> <u>website</u> or call us on 0300 123 4000, option 3.

- We collect direct debit payments monthly, either on the 1st, 6th, 15th, 20th, 21st or 28th of the month. Rent is always collected for the month ahead, so your account should never go into arrears. We will write to you before payments start to confirm the arrangements.
- We will give you 28 days' written notice when rents or service charges change and will amend your direct debit accordingly. The direct debit contains a direct debit guarantee which gives you protection and ensures you are in control of your money.



# The benefits to you for paying by direct debit:

- No worries about remembering to pay at the right time.
- Your bank or building society does all the work and you stay in control.
- Saves time.
- We re-calculate your payments for rent and charges at the start of each financial year.
- You can cancel the arrangement at any time.
- An immediate money-back guarantee from the bank or building society if any error is made.

# Other ways to pay

# Pay online

You can pay your rent securely online. This option is available to you 24 hours a day, seven days a week.

You will need a debit card to hand, and your rent account number. This can be found in any rent letters that we have sent you.

You can pay your rent on our website.





### Pay by phone

You can pay your rent by telephone, via our automated service. This option is available to you 24 hours a day, seven days a week. Please call 0300 123 4000, option 1.

You will need a debit card to hand, and your rent account number. This can be found in any rent letters that we have sent you.

#### Bank transfer or standing order

You can pay your rent by bank transfer, or by setting up a standing order. Please include your rent account number as a reference. This number can be found in any rent letters that we have sent you.

#### Our bank details are:

Babergh District Council Sort code: 30-98-31 (Lloyds Bank PLC) Account number: 01217347

If you need to transfer your rent payment from overseas, our IBAN is: GB10 LOYD 3098 3101 2173 47

# Rent account - advice and support

You can check the balance of your rent account, at any time, if you have a MyHome account. MyHome is a secure online area to aid and support tenants regarding their home.

For more information, please see section on <u>MyHome Tenant App in our</u> <u>Welcome Section.</u>

#### Advice

**Pay on time** - remember payments can take between two and seven days to reach us depending on how you pay.

**Stay in touch** - if you have any questions about your account, please contact us. If something changes, or you are struggling to pay your rent, do not ignore the problem.

**Get a receipt** - if you are paying by any method other than direct debit or telephone, you should always ask for a receipt. Please keep this in case there is a query. This will help us to trace any missing payments.

#### **Financial support**

You might be able to claim other benefits to help you with your living costs. What you can get will depend on your circumstances, such as how much you earn, your savings, who is in your household and whether you have a disability.

If you have access to the internet, you can <u>check your benefit entitlement easily online</u> <u>using one of the benefit calculators listed on the Gov.uk website</u>.

Citizens Advice can also complete a benefit check for you and help you to apply. They can also review your income and expenditure to help identify ways of making your money go further:

> Sudbury & South Suffolk Citizens Advice 01787 321400 / <u>www.sudburycab.org.uk</u>

We can also refer you to our Financial Inclusion Team for benefits and budgeting guidance, as well as help to access local charitable support. If you would like a referral, please call us on 0300 123 4000, option 3.

# **Problems with paying**

#### your rent



We understand people can have money problems so if you have difficulty paying your rent, you should contact us immediately on 0300 123 4000, option 3. Rent arrears can become a serious issue if help is not sought early enough.

We can work out a payment plan with you for an agreed regular amount. If you follow this agreement, we will take no further action. We can also advise you of benefits to which you may be entitled.

We may be able to:

- Provide you with advice about money or debt management, via our Financial Inclusion Team.
- Help you claim any benefits that you may be entitled to.
- Signpost you to independent advice about your arrears and other debts you may have:
  - <u>Citizens Advice</u>
  - <u>National Debtline</u> / 0800 808 4000
  - Money Advice Service
  - <u>StepChange</u> / 0800 138 1111

We recognise that there are more difficult times of the year where rent payments are a challenge, such as school summer holidays and Christmas.

Not paying rent during these times is unacceptable and paying your rental charge is a priority. To avoid future problems with rent payments, you may wish to overpay each week or a month, to take a break from paying for a set period. For more information call us on 0300 123 4000, option 3.

# Benefits to help you pay your rent



Housing Benefit and Universal Credit can help you with the cost of your rent and some service charges, if you are on a low income.

You can <u>check your entitlement on the GOV.UK website</u> and use the benefit calculator. If you are not online you can contact the Citizens Advice for free benefits advice.

In some cases, Housing Benefit and Universal Credit will not cover all of your rent, this might be because you have a spare bedroom, or subject to a benefit cap.

If this applies to you, you may be able to access extra financial help through a Discretionary Housing Payment (DHP) if you are finding it difficult to pay your rent. You can <u>find out more and make an application on our website</u> or by calling us on 0300 123 4000, option 2.

If you are not eligible for a Discretionary Housing Payment but are finding it difficult to pay your rent, you may be able to access financial support through the Household Support Fund. You do not need to be in receipt of Housing Benefit or Universal Credit to apply to the Household Support Fund, however you will need to show that you are finding it difficult to pay your rent. You can <u>find out more and make an application on our website</u>.

As part of an application for Discretionary Housing Payment or Household Support Fund, you will need to provide evidence such as bank statements and an income and expenditure form. It is really important that you send information quickly so that your application can be assessed. If you need assistance, please call us on 0300 123 4000, option 3.

# **Action for Rent Arrears**

We will take action against you for rent arrears. This may result in you losing your home if you do not engage with us or you fail to pay as agreed. We will contact you about your rent arrears, but if you fail to pay, we will take the following action:

#### **Notice of Seeking Possession**

We will serve you with a notice seeking possession (or a notice requiring possession if you have an introductory tenancy). This is the beginning of a legal process to repossess your home and to obtain a county court judgement to recover the debt.

#### **Possession Proceedings**

We will start court proceedings if you still have arrears on your rent account at the end of the four weeks' notice period or you are not reducing your arrears by making regular payments.

You will be liable for our legal costs. You will be notified of your court date, and we advise you to attend the hearing. We may ask the court to postpone a possession order if you agree to pay a set amount each week to reduce the arrears. We will apply to the court for a date to take possession of your home if you do not keep to the terms of the court order.

#### **Eviction Proceedings**

We will apply to the court for a warrant to evict you from your home if you still have arrears on your account after the date fixed by the court. If we obtain a warrant, we may consider not evicting you from your home if you pay all outstanding rent arrears and court costs. Any payments made at this stage must be by cash or banker's draft. We will continue to recover any arrears owed by you if you have been evicted from your home.
# Action for Rent Arrears continued

### **Introductory Tenancy**

Introductory tenants who are taken to court for non-payment of rent will lose their home.

The court has no discretion and must give us an immediate order for possession if we have followed our procedures correctly.

The council and other registered social landlords may not have an obligation to provide you with permanent housing if you are evicted from your home for non-payment of rent. You may be found to be intentionally homeless.

If you are threatened with eviction or have been made homeless, you should contact our Housing Solutions Team urgently for advice on 0300 123 4000, option 3.

We understand people can have money problems so if you have difficulty paying your rent, you should contact us immediately by calling 0300 123 4000, option 3. Rent arrears can become a serious issue if help is not sought early enough.

# 53-week year

There are 52 weeks in a normal year, which means that you are charged 52 weeks of rent. Occasionally (about every five to six years) the rent year has 53 weeks instead of 52, to keep in line with the calendar year. This is known as a 53-week rent year, which means your rent will be charged 53 times instead of 52.

You can work out what you will need to pay by multiplying your weekly rent by 53. Divide that number by 12. This will give you your monthly rent payment for this year.

#### How to calculate your rent payments for a 53-week year

- If you pay your rent weekly there will be no change.
- If you pay your rent monthly (not by direct debit) you will need to calculate the payments you make to us by multiplying your weekly rent by 53 and dividing by 12.
- If you pay every four weeks you'll need to multiply your weekly rent by 53 and then divide by 13.
- If you pay by direct debit we will automatically adjust your payments to account for 53 weeks.

If you receive Universal Credit - it will only pay the rent for 52 weeks, so you will need to budget for the extra week that year.

If you receive Housing Benefit - you do not need to do anything, this will be paid automatically.



# **Benefits and Support**

### Help with Council Tax

Council Tax Reduction can help reduce the cost of your council tax if you are on a low income. You may also be eligible for a discount if you are the only adult in your household, or in some cases where someone in your household has a disability.

For more information <u>visit our website</u> or call Customer Services on 0300 123 4000, option 2.

### **Other benefits**

Universal Credit and Pension Credit can help with other daily costs for households on low incomes. You might get extra help if you're a carer, disabled, or responsible for a child or young person.

Disability Benefits are available for people who have a disability or health condition which affects their day-to-day care or mobility. You be may able to claim Personal Independence Payment or Attendance Allowance if you meet the criteria. If you have a child under 16 with a disability or health condition who needs additional care, they may be able to get Disability Living Allowance.

For more information and advice regarding your benefits entitlement, you can <u>visit the Citizens Advice website</u> or call 01787 321400.

Social tariffs can help to bring down the cost of your internet and water bills. You can <u>find out more about social broadband tariffs on the Ofcom website</u> and searching for 'social tariff'.

More <u>information about social water tariffs is available on the Anglian Water</u> <u>website</u>, or you can call them on 0800 169 3630. They also offer discounted tariffs, assistance schemes and affordable payment plans.

# Extra help if you are struggling with the cost of living

Our website has lots of information on help with the cost of food and essentials, energy, and housing. It also has a range of advice on how you can help your money go further.

For <u>more information visit our website</u> or call Customer Services on 0300 123 4 000, option 7.

#### Food Bank support

If you need urgent food support, please call us on **0300 123 4000**, option 7 for a referral to your nearest foodbank. Alternatively you can also contact Sudbury & South Citizens Advice on 01787 321400.

You can also find a breakdown of all foodbanks and pantries in Suffolk by <u>visiting the Suffolk Infolink website</u> search for 'foodbank' and select 'Accessing Food in Suffolk'.

#### **Grants and loans**

If you are falling behind you may be able to get Local Welfare Assistance, a Suffolk-wide grant to help with the cost of essentials. <u>Find</u> <u>out more and apply on the Suffolk</u> <u>County Council website</u> or contact Sudbury & South Citizens Advice on 01787 321400.

You can also <u>complete this online</u> form to get advice and support.

If you can't **heat your home**, contact your local Citizens Advice as soon as possible. They can offer you money advice and tell you about any grants or charitable support you may be able to get:

Sudbury & South Citizens Advice website



# Help with furniture



All our properties come unfurnished, so you'll need to provide your own furniture, carpets and appliances. If you're on a tight budget there are many free or cheap items available, or you may be able to get help through a local charity by contacting your local Citizens Advice.

Your home is unlikely to have carpet when you move in. If you are unable to afford the upfront cost of flooring, your local Citizens Advice can look at any charitable support you may be able to apply for.

You can find many second-hand items online for free. Try <u>Freecycle</u> and <u>Freegle</u>, or by searching on social media.

Several local furniture projects refurbish and recycle furniture and electrical goods, selling them at reduced prices:

- <u>St Nicholas Hospice Bury St Edmunds</u>
- Gatehouse Bury St Edmunds
- Ipswich Furniture Project
- <u>Sudbury Community Depot</u>



# **MY HOME**

- <u>Right to Repair Legislation</u>
- <u>Reporting a repair</u>
- <u>Emergency / out of hours repairs</u>
- <u>Repair timescales</u>
- <u>Repair responsibilities</u>
- <u>Contractors</u>
- <u>Health hazards</u>
- <u>Rechargeable repairs</u>

- <u>Aids and adaptations</u>
- Improvements and alterations
- Solar Panels
- <u>Neglect</u>
- <u>Loft spaces</u>
- <u>Fencing</u>
- <u>Gardens</u>
- <u>Pests and infestations</u>
- Insurance

# My Home

Both you (as the tenant) and we (as the landlord) have responsibilities and



obligations towards repairs. We want to maintain our properties as well as we can, and we rely on you to help us by reporting repairs that might need to be done and allowing us reasonable access to do them.

We use several Contractors to carry out some repairs and safety checks. This means they may require access to your home to carry out a repair or a safety inspection. They always carry ID, so please ensure you ask to see this before allowing them into your home. If you are unsure about allowing someone access, you can call us on 0300 123 4000, option 3 to discuss.

### **Right to Repair Regulations 1994**

Local authority tenants are eligible for compensation under the Right to Repair regulations. You can make a claim if we fail to carry out a repair within the specified timescale, and after a second request again if we fail to complete the works within the specified time.

A maximum of £50 compensation can be claimed if a repair is not completed within the specified time. The actual amount will be £10, plus a daily rate of £2.

Find out more about the legislation: <u>The Secure Tenants of Local</u> <u>Housing Authorities (Right to Repair) Regulations 1994</u>.

# **Reporting a Repair**

You can <u>report a repair on our website</u> or call us on 0300 123 4000, option 3.

To assist, please have the following information available:

- As much detail of the problem as possible.
- When you would like the appointment for the repair, based on your availability to provide access (where necessary).
- Any restrictions on times when we could attend, for example, school runs.
- Any other access issues.
- Up-to-date contact details including mobile phone numbers and email addresses.
- Information on vulnerabilities that we need to be aware of.

### **Emergency/Out of Hours Repairs**

Emergency repairs must be reported to us immediately <u>(in office hours)</u> by calling 0300 123 4000, option 3. See <u>'What is an emergency repair'</u> for details.

If you have an emergency repair outside our office hours, then please call 0808 168 7794.

**Urgent advice for gas leaks** - immediately call the free National Gas Emergency Services on 0800 111 999 and

- Open all your doors and windows.
- Do not turn on or off any electrical switches.
- Put out all flames, do not smoke, strike matches, or do anything which could cause ignition.
- If there are any electrical security entry phones or locks to your home, open them manually.



## **Repair Timescales**

When you report a repair to us, we will advise you of the priority. This is so you know when you can expect the repair to be attended by. Our repair priorities are in line with the <u>Right to Repair Legislation</u>.

Repair Priority	Example	Response Time
Emergency	<ul> <li>Gas leaks</li> <li>Electricity power cuts (please check with UK Power Networks in first instance)</li> <li>Bare electrical wiring</li> <li>Electrical fittings coming into contact with water</li> <li>No heating or hot water between 1 November and 30 April</li> <li>Burst pipes</li> <li>Burst storage tanks</li> <li>Overflowing sewage</li> <li>Broken external doors</li> <li>Broken lifts</li> <li>Damp and mould if tenant has chronic medical condition</li> </ul>	CC 24 Hours
Urgent	<ul> <li>Emergency repairs that we have already made safe</li> <li>Partial loss of electric power</li> <li>Partial loss of water supply</li> <li>Heating or hot water not working between 1 May and 31 October</li> <li>Blocked external drains</li> <li>Tap or stop valve that cannot be turned</li> <li>Leaking roof that is containable</li> <li>Door entry phone not working</li> <li>Mechanical extractor fan not working</li> <li>Loose or detached banister or handrail</li> <li>Rotten timber flooring or stair tread</li> </ul>	5 days

Repair Priority	Example	<b>Response Time</b> (working days)
Routine	<ul> <li>Non urgent work where the repair does not cause immediate inconvenience or pose any danger to occupants or the public, for example:</li> <li>Renewing tiles</li> <li>Sealant to bathtubs and sinks</li> <li>Repairs to plaster</li> <li>Toilet not flushing (when there is another toilet in the property)</li> </ul>	20 Days
Planned Repairs	We plan to do work that doesn't fit into the other categories as this is the most efficient way of working, examples include: • Fitting windows/doors • Roofing repair work	90 Days
Out of Hours Repairs	Out of hours repair times are 4pm to 8am Mon-Fri, all day Saturday, Sunday and Bank Holidays. Only issues that pose an immediate risk to health will be dealt with by the out of hours emergency repairs service. That is issues which present a serious risk to tenant safety or to the property itself, for example: • Serious leaks and burst pipes • Unsafe wiring • Unsecured doors or windows that require boarding up In all cases, the primary objective is to 'make safe' therefore it may be necessary for a follow-up visit to complete the repair fully.	CC 24 hours or 4 hours if the issue presents a serious risk to tenant safety or to property

### **Repair Responsibilities**

Although we are responsible for carrying out most repairs to your home, there are certain repairs which you are responsible for. The table below provides guidance on the responsibilities when repairing and maintaining homes.

We may be able to complete some of the 'your responsibility' jobs on your behalf as rechargable works, we will provide you with a quote if you wish to do this.

	Repair	Our responsibility	Your responsibility
	Bathroom	<ul> <li>Bath and bath panel</li> <li>Taps</li> <li>Sinks and wash basins</li> <li>Toilets</li> <li>Shower unit</li> <li>Floor covering</li> <li>Wall tiles</li> </ul>	<ul> <li>Toilet seat</li> <li>Plugs and chains</li> <li>Shower curtains and rails</li> <li>Fittings that you have installed or accepted at the start of your tenancy</li> <li>Replacement shower head and hose</li> <li>Blocked sinks, toilets and drains</li> </ul>
-	Kitchen	<ul> <li>Units including worktop, door and draw fronts, carcase plinth (kick boards) and handles</li> <li>Taps</li> <li>Sinks</li> <li>Floor covering</li> <li>Wall tiles</li> <li>Appliance repairs (Sheltered and Homeless schemes only) where Babergh has provided these</li> </ul>	<ul> <li>Plugs and chains</li> <li>Washing machine connections and fittings</li> <li>Repairs/replacement of tenant owned ovens/hobs and white goods</li> <li>Fittings that you have installed or accepted at the start of your tenancy</li> <li>Blocked sinks and drains</li> </ul>

#### Repair

Heating

#### Our responsibility

#### Your responsibility

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- Gas-fired systems with radiators
- Solid fuel system
- Electric storage heating system
- Any other system fitted by Babergh
- If you have an air source heat pump, we have <u>user guides on our</u> <u>website</u>
- Oil storage tanks ensure tank lid is fitted and secured at all times. You must report damage, or if condition has deteriorated
- Any heating system supplied and fitted by you
- Providing adequate fuel and power to service or repair the appliance
- Purchase and topping up of salt for water softener

Internal and external d
caused by tenant or te

- Doors
- damage)Outside locks (where a fault or defect has been identified)
- Fire doors
- Door ironmongery (handles and locks)

hant visitor

- Internal and external doors, repair / replace including glass or any components damaged by tenant or visitor, or forced entry by council or other agencies
- Doorbells, chains and name plates
- Keys including communal keys and fobs (lost or damaged)
- Replacement locks if keys are lost
- Bleeding radiators
- Resetting time clocks and programmers (assistance available, if required)
- Keep grates, grids and drains clear and clean
- Turn the water main stopcock off and back on every 6 months to maintain correct operations in emergencies (if accessible and able to)

Plumbing

- Drainage systems, excluding blockages caused by misuse
- Hot and cold-water supply
- Clearing gutters and down pipes
- Clearing gullies

### Repair

### Our responsibility

### Your responsibility

Electrical	<ul> <li>Immersion heater</li> <li>Light fittings, switches, and sockets</li> <li>Wiring and circuits</li> <li>Smoke detectors, fire alarms or CO2 sensors fitted by Babergh</li> <li>Door entry systems</li> <li>Solar PV service of invertor and panels and review of metering connections</li> </ul>	<ul> <li>Plugs and battery-operated smoke detectors fitted by you</li> <li>Light bulbs including fluorescent tubes and starters</li> <li>Loss of power due to faulty electrical appliances</li> <li>Replacement batteries for battery operated smoke detectors and sensors</li> <li>Test smoke and CO2 detectors weekly</li> <li>Test the circuit breaker quarterly (located at fuse board)</li> <li>PV cleaning panels, where possible</li> </ul>
Structure	<ul> <li>Roof</li> <li>Structural ceilings, floors, and walls over 4mm wide</li> <li>Damp proof course</li> <li>Stairs and steps</li> <li>Brick sheds</li> </ul>	• Cracks in ceilings and walls less than 4mm wide
Chimney and fireplaces	<ul> <li>Chimney and flue (enclosed)</li> <li>Chimney sweeping if there is an open fire</li> </ul>	<ul><li>Coal bunker</li><li>Fireplace tiles</li></ul>

#### Repair

#### **Our responsibility**

#### Your responsibility

#### Fencing, gates, and decking

• Repair, maintain or replace fence or gate that divides a home from a public area e.g. if fence forms a boundary to an amenity green, service road or an alleyway, which would allow access to the back garden. <u>Refer to Fencing section</u>.

#### Repair, maintain or replace fence or gate that divides home from neighbour

- Gates and fencing installed by tenant
- Decking either installed by tenant or accepted when tenancy started
- Fence will not be installed to separate front and rear gardens, or to keep pets, animals, children or persons in or out of gardens. Tenants are to ensure their belongings are adequately protected.
- Fence painting
- Alterations to fences and gates erected by the Council is subject to a Tenant Alteration Request
- No new gate openings are to be created
- Dustbins
- Wooden sheds
- Trees
- Shrubs
- Lawn maintenance
- Side and rear garden paths, patios and hard standings
- Drives (if installed by the tenant under an alteration request)
- Personal washing lines, clothes posts (fixed and rotary dryers)

Garden, Footpaths and Walls

- Brick walls
- Footpaths front access path edging around the building (apron) and manholes
- Drives (only if one is installed with the property)
- Communal washing lines

Repair	Our responsibility	Your responsibility
Pest Control	• Communal areas	• Pest control or pest infestation within the property
General		<section-header><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></section-header>
Customer Alterations		• Repairs and replacement (alterations to be authorised and inspected by Babergh prior to installation). <u>See Alterations</u> <u>section</u> .

Repair	Our responsibility	Your responsibility
Aids and Adaptations	<ul> <li>On referrals from Occupational Therapist – <u>See Aids and</u> <u>Adaptation section</u>.</li> </ul>	
Damp and Mould	<ul> <li>Responsible for responding and investigating reports of Damp and Mould to establish cause and remedy any building defects</li> <li>Following investigation, to undertake reasonable works to improve property performance where possible (Homes Fit for Habitation)</li> </ul>	<ul> <li>Ensure natural ventilation, and use extractor fans in kitchen and bathroom</li> <li>Maintain consistent heating temperature</li> <li>Clean condensation from windows regularly</li> <li>see Damp and Mould section for more top tips</li> </ul>
Garages and outbuildings	<ul><li>Garage roofs</li><li>Garage doors (excluding locks)</li></ul>	<ul> <li>Locks to garages, sheds, and outbuildings</li> </ul>
Windows	• Window glass, sills, frames, catches and handles where not damaged by tenant or visitor	<ul> <li>Window glass, sills, frames, catches and handles where damage caused by tenant or visitor</li> <li>Window cleaning</li> </ul>
Decoration	<ul> <li>External decoration (part of a planned programme)</li> </ul>	<ul> <li>Internal decoration in line with tenant obligations</li> <li>Replacing fittings discoloured by smoking</li> </ul>

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# Contractors



We use external contractors to perform repairs, maintenance, and routine safety checks to ensure your home remains safe and well-maintained.

Our contractors will contact you to arrange a convenient date and time to visit your home and complete any work. Please ensure that you only allow entry to individuals with a prearranged appointment.

All our contractors carry identification, and we strongly advise you to check this upon their arrival. If you have any concerns, please ask them to wait outside and call us on 0300 123 4000, option 3.

You can find a list of our current Contractors, and a brief description of what we use them for, <u>on our</u> <u>website</u>.

# Health Hazards

We have a legal requirement to promptly address reported health hazards by our tenants.

This means that if you report a hazard to us (such as damp, mould, or asbestos) we are obligated to take swift action to rectify these issues within specific Government timeframes. This means:

- Begin investigating known or reported hazards within 14 calendar days.
- Provide a report in writing within the 14-day timeframe that includes information about the hazard, the solution to address the hazard, and a clear timeframe to remedy the issue.
- Repair work should begin within 7 calendar days if the hazard is defined as a significant risk to the health or safety of the tenants with consideration about the vulnerability and age of tenants.
- Repair work should be completed within a 'reasonable time period' as defined in the Landlord and Tenant Act 1985.
- 24 hours is the timeframe for emergency repairs.
- Alternative accommodation should be offered if repairs cannot be completed in the above timeframes

All assessment actions will be assigned one of the following priorities, these will take into account any vulnerabilities and urgency of the works in line with Housing Health and Safety Rating System categories:

- Intolerable to be completed within 24 hours. This will be to either make safe, or move the tenants out of the property.
- Significant risk works to begin within 7 calendar days.
- Other risks to be complete within a 'reasonable time period' as defined within the Landlord and Tenant Act 1985

If you spot a health hazard in your home, please report it to us straight away on 0300 123 4000, option 3.

# Rechargable Repairs

We are committed to providing a responsive and effective Housing repairs and maintenance service. We want to ensure our properties are maintained to acceptable standards and meet the legal minimum Decent Homes standards.



As a tenant, you have a responsibility to look after your home. We will charge for damage to the property which is **not** the result of normal wear and tear, or where you have missed a booked appointment or safety check. We may also recharge you for any legal costs incurred for things such as injunctions to carry out safety checks.

You have a shared responsibility for the repair and maintenance of your home as set out in your Tenancy Agreement. If you fail to adequately repair any damage that you, a member of your household, a visitor, or your pets cause, and then we must carry out repairs, we will recharge you.

It is our policy to reclaim the cost of a repair, if damaged deliberately, maliciously or through neglect. We can invoice you for these costs and any failure to pay will be treated as a breach of the Tenancy Agreement.

You must replace locks or lost keys, or reimburse us for such costs if you ask us to do this for you.

You can find out more in our Repairs Recharge Policy on our website.

### **Aids and Adaptations**

We can help with installing aids and adaptations for people who need changes to their home to help them live there independently.

For some adaptations we will need to gain advice from occupational therapists, but in some cases, we can make smaller changes based on individual circumstances.



Please call our Customer Services Team on 0300 123 4000, option 3 for further advice.

### Improvements and Alterations

You have the right to carry out improvements and alterations, but you must seek our written permission. Introductory tenants cannot apply for an alteration, however some exceptions will be made based on need and vulnerabilities.

We can refuse permission if we consider the work to be dangerous, unsightly, if it reduces the value of the property or gives us an obligation to repair it.

If you carry out works without our written approval, we may give you notice to put it back the way it was. If you do not comply, we can carry out the work and charge the cost to you.

To <u>apply for permission to make an alteration to your home, you can find</u> <u>a form on our website</u>.

# **Solar Panels**

Some of our homes are installed with Solar Panels. If your home has panels, here are some tips to help you get the most out of them.

### **Use in the Summer**

During the day your solar panels will be generating electricity, even on cloudy days. This means you have an immediate and steady supply of free energy.

By changing your energy use habits from night to day, you're relying less on your local grid, and saving money on your bills.

You should make the most of the free electricity by using it – run your washing machine, charge your electronics, and take your daily shower (if electric) while the sun is shining.

Take advantage of your solar panels as much as you can, but if you've got several appliances running at once, your home will need more energy than your solar panels can provide, and you will end up importing electricity from the grid anyway. Run one appliance at a time to avoid this and wait until each finishes its cycle before you move onto the next one.

### Solar Panels continued...

### Use in the winter

For a few hours on a winter day your solar panels will generate electricity, mainly on very clear sunny days. Take advantage of the free electricity at these times. If you have the same price of electricity during the day as at night, then it won't matter what time of the day you run your washing machines or dishwashers.

BUT, if you have different night and day rates, in the winter you should consider running your washing machines and dishwashers at night to make use of cheaper electricity. Electricity at night can be half the price of electricity during the day.

Modern appliances are much more energy efficient, and some also can come with eco settings, so you can really reduce your electricity consumption. By upgrading your appliances, your solar panels won't have to work so hard.

### Need to report a fault in your panels?

If the Imp light isn't flashing on a sunny day, either the meter is broken, or the solar panels aren't generating any electricity.

Please report this to BMS Solar on 01473 372616 / 01473 372662 or <u>email them</u>.

### Netting for nesting birds

It is the tenants responsibility to install netting for nesting birds. We can assist, however there will be a cost.



### Neglect

You must not allow your home to be damaged or neglected. If you do, we will charge you for putting it right. In extreme cases we may also take legal action which could include you losing your home. You are responsible for keeping your home and garden clean, tidy, and free of pests and the interior reasonably decorated.

### Loft spaces and electrical cupboards

For health, safety and fire reasons, loft spaces in communal areas are not to be used to store any personal items. Loft spaces in residents homes should be kept clean and tidy. Storage of items should be kept to a minimum. Access into the loft area may be needed by council staff or contractors.

Electrical cupboards should be kept clear at all times, storage is not permitted.

### Fencing

We have no statutory responsibility to provide or repair fencing.

We will only repair (or renew if it is beyond repair) a rear boundary fence bordering a public area. For example, if the fence forms a boundary to an amenity green, service road or an alleyway which would allow access to the back garden, as this would be deemed a security risk



- If the fence divides your home from your neighbour's, then you are responsible for maintaining it.
- If it divides your home from a public area, then we are responsible for maintaining it.

We will repair these items when they are damaged on a like-for-like basis. We will also replace sections of fencing if we are unable to repair it.

You can <u>find out more, including details on height restrictions and requirements,</u> in our Fencing Policy.

# Gardens

You must keep your garden, hedges, and trees in a tidy and manageable state. You must get our written permission to remove any fence, hedge, or tree.



You should not park a vehicle or caravan on your garden unless there is a properly constructed hard standing and dropped kerb.

Trees and hedges should not obstruct public footpaths or interfere with a neighbour's property and fencing. You will be responsible for any trees, shrubs, or hedges within the boundary of your property even if you did not plant them originally. If a tree becomes unsafe, we may arrange for work to be carried out, and you will be expected to pay for these works.

### Pests and infestations

If you have rats, mice, fleas, wasps, cockroaches, or other household pests in your home, you should contact a reputable pest controller to deal with the problem.

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For bees, please contact a local beekeeper's association for information and advice.

For advice on nesting birds in Solar Panels, see our Solar PV section.

If the pests have entered your home through a defect in the structure such as damaged external walls, please <u>report this as a repair</u> and we will fix this. Unfortunately, we cannot assist with the cost of dealing with pests.

# Insurance

### Building insurance is our responsibility.

Our insurance policy covers the structure of the

property. We are also insured against injury and damage caused by our own negligence. If you feel that you have a claim against us or our contractors, you must put it in writing to us stating why you are making a claim, the damage caused and the cost involved, which we will pass to our insurers for a decision.

#### Contents insurance is your responsibility.

You must insure the contents of your home and garage. Contents insurance is designed to help protect your belongings. No matter how careful you are, there's always a risk that your belongings could be broken, damaged or stolen.

Did you know that there is a home contents insurance scheme specifically designed for residents in social housing? It protects your household goods and contents while they are in your home against fire, flood, theft, storm damage, malicious damage, and more. You can also receive cover for replacement and installation of locks for outside doors or windows and alarms for your home, if keys are lost or stolen.

The Crystal Insurance Scheme offers the facility to pay premiums by cash fortnightly or monthly, by direct debit monthly or annually. (Fortnightly and monthly premiums include a transaction charge).

You can find out more about contents insurance on our website.



# SAFETY IN YOUR HOME

- Electrical safety
- <u>Gas safety</u>
- Your gas appliances
- <u>Heating your home</u>
- <u>Damp, mould and condensation</u>

- Oxygen storage
- Living aids maintenance
- Fire safety
- <u>Asbestos</u>
- <u>Legionella</u>

### Keeping you safe in your home

We take health and safety seriously as your landlord. We have a programme of regular visits, inspections and compliance requirements such as safety checks and servicing, to ensure your home remains safe. Please allow our contractors access to your home.

Failure to do so is a breach of your Tenancy Agreement and could lead to legal action being taken. Any costs incurred may also be recovered from you.

This section has a range of safety advice and guidance. You can <u>see further</u> <u>information and other guides on our website</u>.

### **Electrical safety**

Electricity is an everyday part of our lives, and it is easy to forget how powerful and dangerous it can be.

To keep safe:

- Allow our electrical contractor access to your home to inspect and allow access for any additional works.
- Do not remove, install, or repair any electrical fixtures and fittings unless you are using a qualified electrician. You must also seek our written permission first.
- Once permitted work has been completed, we will require a relevant certificate completed by a PART P approved Electrical installer. Certificates, which must be provided by you at your own cost, must be <u>emailed to our</u> <u>Compliance Team</u>, within one week of works being completed.

We have a policy to carry out an Electrical Condition Report to all property's at least once every five years, or at change of tenancy. This work is vital to everyone's safety.

### Gas safety

If you think you can smell gas or fumes, turn off the gas at the meter, open windows, put out naked flames, don't use electrical switches, evacuate the property, and call National Gas Emergency Service on 0800 111 999 **IMMEDIATELY**.

When we visit your home to carry out an annual gas service this will include a visual check on your own gas appliances.

### Our duty as your Landlord

### We will ensure that:

- Gas fittings, appliances, pipe work and flues installed by us are maintained in a safe condition and serviced at least once a year.
- All installations, maintenance safety checks and gas servicing are carried out by a Gas Safe Registered engineer.
- Gas appliance and flues will be checked by our contractors when you move into a Babergh home.
- We keep a record of each annual gas service, and our contractors will send you a copy of the current gas safety certificate.
- A visual inspection is completed on your own appliances e.g., cookers and gas fires.

We are required, by law, to carry out an annual gas safety check at all our properties. You will be contacted by our gas contractor when it is due, to arrange a suitable date and time.

You must allow access for these important safety inspections – failure to do so is a breach of your Tenancy Agreement and could lead to legal action being taken. Any costs incurred may also be recovered from you.

## Gas safety - your duty as a Tenant

- You allow us access to your home to carry out maintenance and safety checks on gas appliances. If you do not allow us access, you will be in breach of your tenancy, and we can take legal action to gain entry.
- If you want to replace a gas appliance (owned by you) always seek permission from us first. You should always use a Gas Safe Registered engineer to carry out any work to a gas installation in your home.
- If you have any doubt about the safety of gas equipment, it should be turned off and you should contact us immediately on 0300 123 4000, option 3.
- If, for any reason, you begin to use a room with a gas appliance in as a bedroom,(such as a lounge), you must contact us immediately for further safety advice.
- Never try DIY with gas appliances.
- Always follow manufacturer's instructions when using a gas appliance
- Make sure your gas meter is clear of obstructions.
- Always keep your gas meter cupboard clear of any items.
- Never use a gas appliance if you think it's not working properly. Contact us if you need advice.
- Whenever draught exclusion, double glazing or a conservatory extension is fitted to a room containing a gas appliance, the appliance should subsequently be checked for safety.
- Be cautious if buying second hand gas appliances and make sure they are safe.



# Your gas appliances

If it comes to our attention that your own gas appliance is unsafe, it is our practice to condemn the appliance.

This means it cannot be used until it is repaired or replaced, and any repair should be completed by a Gas Safe Registered engineer and would be at your expense.

If National Gas tells you there is a problem with a Babergh appliance or supply, contact us immediately on 0300 123 4000, option 3, to arrange a repair. Do not contact your gas supplier or you may incur a charge.



# Heating your home

Heating your home is important for your health, safety, and comfort. Cold homes can become damp, which can lead to respiratory illnesses.

**Health** - Cold temperatures can cause or worsen many health problems, including respiratory infections, heart attacks, high blood pressure, and pneumonia. Cold homes can also lead to stress, anxiety, and depression.

**Safety -** Hypothermia is a potentially life-threatening condition that can occur when your body loses heat faster than it can produce it.

**Comfort** - A warm home is more comfortable to live in.

If you **can't heat your home**, contact your local Citizens Advice as soon as possible. They can offer you money advice and tell you about any grants or charitable support you may be able to get:

> Sudbury & South Citizens Advice website 01787 321400

Don't forget - **a daily standing charge is a fixed fee** that's added to your energy bill each day, regardless of how much energy you use. Standing charges are separate for electricity and gas, and vary by location, tariff, and supplier. Standing charges apply even if you don't use any energy.

# Damp, mould and condensation

We are committed to maintaining our homes to a high standard and to make sure our residents stay safe, healthy, and well in their homes. Damp and mould are issues which can have a serious impact on the health and well-being of our residents and cause damage to homes and items stored within them.



Damp and mould are common issues in the home. They can appear for a variety of reasons, which include:

- water leaks
- poor ventilation
- excessive moisture, which can lead to condensation

Good ventilation helps to remove moisture. You can also reduce moisture by keeping your home warm. <u>Read more top tips in our guide</u> to condensation, damp and mould.

### **Report it**

If you think you have an issue with damp and mould in your home, call us on 0300 123 4000, option 3 as soon as possible after noticing a problem.

When we receive a report, we will attend your property to determine the cause and seek to resolve the immediate issue. In some cases, we may need to further diagnose underlying problems. Where damp is a result of condensation, we will work with you to take appropriate measures to prevent damp and mould occurring.

There are a few, simple things you can do to help prevent damp and mould in your home:

- Pull wardrobes, beds and furniture away from walls especially outside walls, and keep tops of wardrobes clear, to allow air to circulate.
- When cooking, keep lids on saucepans, close kitchen doors and use the extractor fan.
- Extractor fans are effective and cheap to run and use less energy than a standard light bulb.
- Keep the property moderately heated (with ventilation) above 15°C and ideally at 20°C, if possible.
- Open windows when possible to allow air to circulate and keep window trickle vents open for background ventilation.
- If possible, try to avoid drying clothes on radiators unless ventilation is increased.
- Avoid condensing tumble dryers and open fish tanks.

You can <u>find a range of information and advice on how to prevent</u> <u>Damp and Mould in your home on our website</u>.

### Oxygen Storage



Oxygen safety is important for individuals who require supplemental oxygen therapy. While oxygen therapy can be lifesaving and beneficial, it also presents certain safety considerations due to the potential risk.

If you do use and/or store oxygen in your home, please let us know and we will send you oxygen stickers with a letter providing guidance on the best place to put these, to keep you and your neighbours safe.

You can <u>email us</u> or call 0300 123 4000, option 3.

### Living aids maintenance

We are responsible for managing homes that have been adapted with living aids such as stair lifts, through floor lifts and hoists to enable our tenants to continue to live independently. We take responsibility for these items if we have installed them, or if they have been installed by others.



We will need access to homes that have these adaptations to ensure they remain safe for use. Please allow us access when we contact you.

If you have an issue you need to report, please call 0300 123 4000, option 3.



### We are required by law to carry out fire risk assessments in buildings with two or more sets of domestic premises.

**Fire Safety** 

We must also take action to identify, manage and mitigate risks associated with fire within the common areas of buildings we own and manage. <u>See our section on Fire Inspections</u>.

A copy of the fire risk assessments for your building is available. An easy-read version is also available. You can request a copy of either of these by <u>emailing us</u>.

### Ensure you know what to do in the event of a fire:

- Ensure you know the evacuation procedures for your home, so you know what to do in the event of a fire.
- Evacuation procedures for flats, blocks and buildings are explained on the fire action notices displayed in communal areas.
- If you have a fire in your home, (unit, flat or apartment) you must evacuate immediately and call 999.

For more information and guides on keeping safe in your home, visit the <u>Suffolk Fire and Rescue Service website</u>.

Did you know you may be eligible for a home fire safety visit? To see if you are eligible, <u>visit the Suffolk Fire Website</u>.

### Asbestos

Asbestos is a naturally occurring mineral fibre. It was once commonly used in various building materials and products due to its strength, durability and resistance to heat and chemicals.

We maintain an Asbestos Register which includes details of the properties, the type of asbestos, locations, and condition. This register is used to monitor and manage any asbestos containing materials. Where required we will carry out specialist surveys to make sure our records are kept continuously up to date.

### You can find out more in our Asbestos Guide.

If you find damaged asbestos in your home, let us know immediately, or if you are unsure if something contains asbestos, call us on 0300 123 4000, option 3 or <u>email us</u>.

# Legionella

We are required by law to deal with the risks associated with legionella bacteria within the properties we own or manage. We do this by carrying out risk assessments and implementing control measures such as water temperature checks, flushing, descaling, water sampling and tank cleaning.



To <u>read advice on how you can keep your</u> <u>water clean and safe, visit our website</u>.
# **Decent Homes**



The Government has set out what minimum standard they expect our homes to be, this is called the <u>Decent Homes</u> <u>Standard.</u>

To be decent, properties should be free of category 1 hazards. Category 1 hazards are those where the most serious harm outcome is identified. You can <u>read more on the Government</u> <u>website</u>.

We conduct regular Stock Condition Surveys to ensure homes remain free from hazards. We will require access to your home to conduct the survey.

We will contact you when a survey is needed.

If you need to report a repair, which is a category 1 hazard, please <u>report this</u> immediately to us.



- Parking
- Grounds maintenance schedules
- <u>Communal areas</u>
- Fire safety inspections

- Fire Door safety
- Bins and Recycling
- Nuisance and anti-social behaviour

# Parking

If you park a vehicle on your premises, you must have a properly constructed hard standing and dropped kerb.

Communal parking areas are generally not specifically allocated to individual properties and are provided for the parking of taxed and roadworthy vehicles only.

Caravans, trailers, or lorries must not be parked in communal parking areas without our prior permission. <u>See Apply for Permission</u>, in the My Tenancy section for more details.

## Grounds Maintenance Schedules





Most communal land near your home is managed by us.

Grass is cut on approximately a four-week schedule during grass cutting season (normally April to September). Planted areas are tended, and hedges cut, once or twice per year depending on need.

Hard surface areas, garage and parking areas are tended once per year. All of these are mostly part of winter works programme which takes place between October and March.

# **Communal Areas**

A communal area is anywhere that is outside of your front door, which is shared by other residents. It is not a part of your tenancy.

Under the Building Safety Act 2022, communal areas must be kept free from obstruction, fire, or trip hazards at all times. This ensures that in the event of a fire or other emergency, the common stairwells, hallways, walkways etc are free from any obstruction likely to delay exit of any of the residents, or the emergency services gaining access.

Please also note:

- External shared/communal walkways must be kept free from obstructions and trip hazards.
- Shared/communal gardens are for the use of all residents.
- Paddling pools must not be left unattended and must be put away after use. Ponds, swimming pools and trampolines are not permitted in a communal garden.
- Barbecues must not be left unattended and kept away from the main building, shrubs, trees etc. and must be extinguished fully after use. If using a gas cylinder with the barbecue, this must be stored in your property when not in use. When in use, these should be a minimum of 2 metres away from the main building.



• Sheds and storage boxes are not allowed in communal gardens.

If you need to report a repair in the communal area, please <u>see</u> the 'Reporting a Repair' section.

# **Fire Safety Inspections**

Your Neighbourhood Officer carries out a quarterly fire safety inspection and will contact you if there are any issues. Fire door keep shut

### **Fire Door Safety**

Fire doors are a very important life saving measure. They are made from materials that work together to slow down, or stop, the spread of fire and will hold back a fire for at least 30 minutes.

#### Do...

- Keep fire doors shut when not in use.
- Keep fire doors free from obstructions. The space in front and behind a fire door should always be kept clear.
- Report any fault or damage immediately to us on 0300 123 4000, option 3 this is for your safety and others.

### Don't...

- Wedge open fire doors at any time or disconnect or tamper with selfclosing devices.
- Change or alter fire doors in any way, this includes decorating doors with signs or wreaths as well as adding coat hooks.

If you suspect a fire door is damaged or faulty there are a few simple checks you can carry out to ensure your door provides the appropriate protection.

- Does the door fully close? Open the door halfway, let it go and allow it to close. It should close onto the latch without sticking to the frame.
- Are there large gaps around the door? Gaps around the top and side of the door should be consistently less then 4mm when the door is closed. The gap under the door can be slightly larger, but ideally you shouldn't be able to see light under the door.
- Are there any damaged seals around the door or the frame? These will be plastic or brushed strips imbedded in the door or the frame.

If you notice a fire door is damaged, not closing properly, has a defect or you are simply unsure it is in good working condition, report it immediately to 0300 123 4000, option 3.

## **Bins and Recycling**

Bins (general waste and recycling) are provided when you move into your home. If they are not there, please contact us so we can order new bins for you.

Find your refuse, recycling or garden waste collection day, or report an uncollected bin, on our website.

# Bins stores and waste

Bin stores should be used correctly. Contamination of the recycling bin will result in a missed collection and



a separate collection may result in a recharge to all residents.

Bulky waste items should not be left in a bin store but disposed of correctly. You can <u>request a bulky item collection online</u>.

Unauthorised items found in a bin store will be removed and the cost of this will be recharged to residents.

You can take bulky items to a recycling centre, <u>visit Suffolk County Council's</u> website for locations and to book a slot.

## **Street lights**

Suffolk County Council is responsible for most street lights.

You can <u>report a fault or</u> obscured street light quickly and easily on their website.

## Nuisance and Anti-Social Behaviour

You are responsible for your behaviour, and that of anyone else living in or visiting your home, at all times.

You are breaking your tenancy conditions if you are creating a nuisance for other residents in your neighbourhood. If you are a joint tenant, you are jointly responsible for the actions of the other tenant(s).



Anti-social behaviour has been defined as conduct which:

- Is capable of causing nuisance and annoyance to any person and directly, or indirectly, relates to/or affects the housing management functions of Babergh.
- Consists of, or involves using, or threatening to, use housing accommodation owned by Babergh for an unlawful purpose.
- Is likely to cause harassment, alarm, or distress.

Babergh is committed to tackling anti-social behaviour as we recognise that, if we effectively tackle the problems, we can improve the quality of life in our local communities.

We are not an emergency response service. Incidents where there is an immediate risk of harm to person or property must be reported to the police or other appropriate emergency services. Incidents of a criminal nature such as drug dealing or hate crime, must be reported to the police. The police are the lead response and investigatory service for criminal offences.

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### Harassment

We want to prevent any forms of harassment. If you experience harassment of any type, contact the police immediately and notify Babergh.

We will support victims of harassment and will be proactive in acting against perpetrators.

### Noise

Noise, especially loud music, can be distressing for your neighbours. Environmental Health may operate an out of hours service to monitor noise and can take legal action if necessary to deal with the problem. We do not deal with normal household noise. To <u>find out more, and how to report a noise complaint</u>, <u>visit our website</u>.

### Hate crime

A hate crime is any criminal offence which is perceived, by the victim or any other person, to be motivated by hostility or prejudice based on a person's actual or perceived:

- Race or ethnicity
- Religion or belief
- Sexual orientation
- Disability
- Gender identity

A hate crime can include physical abuse, verbal abuse, intimidation, threats, harassment, and damage to property.

A hate incident is behaviour which isn't a crime but is perceived by the victim, or any other person, to be motivated by hostility or prejudice because of their characteristics.

Everyone is responsible for challenging attitudes and behaviours that foster hatred.

If you, or someone you know has been a victim of hate crime and you want to report it, you can <u>report hate crime online at Suffolk Police</u> or call them on 101. In an emergency, you should always dial 999. <u>For more information, visit our website</u>.

We work closely with the police and will consider criminal behaviours when investigating an anti-social behaviour case.

We may on occasion accept anonymous reports of anti-social behaviour and may investigate/take action where possible. However, anonymous reports are difficult to investigate, and they can limit the action we can take.



Successful resolution of anti-social behaviour occurs before the behaviour escalates. We encourage our residents and businesses to communicate safely with each other to try and resolve their differences at the earliest opportunity, without the need for the involvement of other agencies. We will encourage this course of action, whenever appropriate.

## How to report anti-social behaviour

Before making a report of anti-social behaviour, you should try to talk to the person causing the problem, if it is safe to do so. This can often solve the problem.

You can <u>report anti-social behaviour to us by using our online form</u> or by calling 0300 123 4000, option 3.







### **Useful information**

This page has been left blank for you to store information that is useful for you.

## Something missing or want to give feedback?

If you have any suggestions on what else could be included within this handbook, please get in touch



(S) 0300 123 4000, option 3

tenant.engagement@baberghmidsuffolk.gov.uk

This handbook will be reviewed regularly. For the latest version, please visit <u>www.babergh.gov.uk</u> or call 0300 123 4000.

English	If you would like this document translated or require an accessible format
	such as large print or braille, please call 0300 123 4000, and select option 3.
Kurdish	ئەگەر دەتەونىت ئەم بەلگەنامەيە وەربگېږدرنىت يان پېويستىت بە شنيوازنيكى دەستگەيشتن ھەيە وەك چاپى
	گهور ه یان نووسینی نابینایان braille، تکایه پهیوهندی بکه به 4000 123 0300، و بژ اردهی 3
	ھەلبر ير ہ.
Polish	Jeśli chcesz, aby ten dokument został przetłumaczony lub potrzebujesz
	innego dostępnego formatu, takiego jak duży druk lub alfabet Braille'a,
	zadzwoń pod numer: 0300 123 4000
	i wybierz wewnętrzny 3.
Portuguese	Caso pretenda esta informação traduzida, ou em formato acessível como
	impressão grande ou braille, por favor ligue para o número 0300 123 4000 e
	selecione a opção 3.
Pashto	که چيري ددغه سند ژباړه غواړئ يا يې لويې چاپې يا بريل بڼې ته اړتيا ولرئ، مهرباڼې وکړئ 123 0300
	4000 ته زنګ ووهئ او 3 اپشن يا غوراوي وټاکئ.
Romanian	Dacă doriți ca acest document să fie tradus sau dacă aveți nevoie de un
	format accesibil, cum ar fi caractere mari de tipar sau Braille, vă rugăm să
	apelați 0300 123 4000 și să selectați opțiunea 3.



