

# Papworth Trust

## Tenant Handbook



### **Contact Information**

**Housing** – for queries about your rent, tenancy or any other non-maintenance housing matter:

Email: [housing@papworthtrust.org.uk](mailto:housing@papworthtrust.org.uk)

Telephone: **0330 678 0008 Option 2**

**Maintenance** – for reporting repairs or queries on any other kind of maintenance in office hours:

Email: [repairsandmaintenance@papworthtrust.org.uk](mailto:repairsandmaintenance@papworthtrust.org.uk)

Telephone: **0330 678 0008 Option 1**

**Out of Hours Emergency Repairs** – for emergency repairs only.

Telephone: **0330 678 0008**

**Website** – you can contact us via our website - [www.papworthtrust.org.uk](http://www.papworthtrust.org.uk) - by filling out an online form. All our latest policies relating to your home are on our website for you to read. These policies will be the most up to date ones and will supersede any printed policies that you may have in your possession.

**Postal** – if you wish to contact us by post then please address your letter to either 'Housing' or 'Maintenance' as per the definitions above and send it to the address listed on the website for the Housing office.

If you do not have internet access and require a hard copy of this document please contact your Housing Officer.

# Papworth Trust

## Tenant Handbook



### **1. About us**

Papworth Trust is a leading disability charity. Our vision is a world where disabled people are seen for what they can do, and our mission is for disabled people to have equality, choice and independence.

Our work includes providing a range of high quality services for disabled and disadvantaged people and campaigning for changes that disabled people want.

We have a Board of Trustees, all unpaid people who give their services on a voluntary basis. By law our Trustees are not able to benefit financially from the charity in any way. It is their legal responsibility to make sure the charity's business is carried out properly in line with its objectives.

The Trustees delegate the day-to-day running of the Trust to a paid Executive Committee led by the Chief Executive.

### **2. What is Papworth Trust Housing?**

Papworth Trust is a Registered Provider of affordable homes, this means we are regulated by the Regulator for Social Housing (RSH).

Most of our homes are specifically adapted for disabled people, most are fully wheelchair accessible standard. We also have a small number of general needs properties that do not have any special adaptations.

Our Housing Management and Property Maintenance service looks after the management and repair of all of the Trust's properties.

### **3. Your tenancy agreement**

Before you move into your new home, you will have been required to sign a tenancy agreement.

A tenancy agreement tenancy is a legal contract between you (the tenant) and Papworth Trust (the landlord). The contract allows you to live in one of our properties and sets out what you must do and what your rights are as a tenant, and what we must do as your landlord.

# Papworth Trust

## Tenant Handbook



It also helps to ensure a good relationship between you and us, and between you and your neighbours.

In addition to what is set out in your tenancy agreement, there can be laws passed by Parliament that affect and can supplement the agreement.

When you accept your tenancy, you agree to abide by all the conditions set out in the agreement.

Papworth Trust grant different tenancy agreements depending on the type of accommodation and the circumstances of the tenant. This is explained as part of your tenancy offer.

If you are unsure about anything in your tenancy agreement, please contact your housing officer.

### **Probationary Tenancy**

It is Papworth Trust policy to offer probationary tenancies, usually for a period of one year. The purpose of this is to enable us to decide whether you are able to sustain a tenancy and fulfil your responsibilities as a tenant.

We are committed to ensuring that your home and the services we provide are of high quality.

We want you to live in a peaceful neighborhood free from anti-social and other disruptive behavior.

We expect you to look after your home and to treat your neighbors in the way you would like to be treated.

We want to ensure that adapted properties are occupied by residents that need them.

We expect you to pay your rent and any other charges on time.

If we fail to meet our responsibilities under this agreement we expect you to tell us and give us the opportunity to put things right. If you break your side of the agreement we will tell you and in most cases give you a chance to put things right.

# Papworth Trust

## Tenant Handbook



If you fail to take any opportunity provided to you to put things right then we will take legal action and you may lose your home.

We feel this firm approach is right to ensure that all our residents can live happily in their homes.

On successful completion of any probationary period, a longer term will be offered.

### **Fixed term Tenancies**

Papworth Trust generally offer a fixed term tenancy after a probationary period.

Fixed term tenancies were introduced by the Government through the passing of the Localism Act 2011 and by making changes to the regulatory framework for social housing, which removed the requirement that all social landlords offer the most secure form of tenancy.

Fixed term tenancies differ to traditional social housing tenancies in that they are for a fixed period of time as opposed to having no end date. The purpose of them is to ensure Papworth Trust is able to make best use of its housing stock, and in particular, ensure that properties designed or adapted for occupants with disabilities are occupied by those that can truly benefit from them. It also supports tenancy sustainment and independence ensuring that people are encouraged to develop the right skills to enable them to sustain a tenancy, explore and, where possible, move to a housing option outside the social sector.

Fixed term tenancies are usually for a period of five years, but this may differ in individual circumstances.

In the final year of any fixed term the Trust review the tenancy to decide how to proceed:

- i) End the tenancy;
- ii) Offer a further tenancy at the same property
- iii) Offer a tenancy at a different property

All tenants are expected to fully cooperate and engage in the final year review.

For further information on fixed term tenancies and how the review is

# Papworth Trust

## Tenant Handbook



conducted, please read the Fixed Term Tenancy Policy, available on the website.

### **4. Access requirements**

We will not interfere with your right to peacefully occupy your home, except when we need to gain access to:

- inspect the condition of the property (we aim to carry out annual inspections)
- carry out repairs, servicing or other essential work to your home or the property next to yours
- do the annual gas safety check
- carry out other inspections to fulfil our legal obligations e.g. electrical tests, LOLER inspections, fire inspections
- where we have evidence to suggest you are carrying out a business from your home or are carrying out an illegal or immoral activity, such as drug dealing or tenancy fraud.

#### **Annual service to the heating system**

We have a legal obligation to annually inspect your central heating boiler and any gas pipework plus any appliance that we own in your home (Gas Safety (Installation and Use) Amendment Regulations 2018).

We will always give you reasonable notice when access is required. But, if after making reasonable efforts to arrange access, we are still unable to do so, we may need to gain access in your absence.

We will tell you if this is going to happen, and you may be liable for costs if we have to take formal or legal action to obtain access.

If you continue to prevent access to the property for this annual service and inspection you will be breaching your tenancy agreement and risk losing your home.

# Papworth Trust

## Tenant Handbook



### **Twice yearly LOLER inspections**

We have a legal obligation to thoroughly inspect any lifting equipment that we own or that we have agreed to maintain within your home (Lifting Operations and Lifting Equipment Regulations 1998). This includes equipment like stair-lifts, through floor lifts, bath lifts, hoists.

These inspections are due every six months. We will always try to give you reasonable notice when access is required. But, if after making reasonable efforts to arrange access, we are still unable to do so, we may need to gain access in your absence. We will tell you if this is going to happen, and you may be liable for costs if we have to take formal or legal action to obtain access.

If you continue to prevent access to the property for these statutory inspections, you will be breaching your tenancy agreement and risk losing your home.

### **Servicing**

If we own equipment or components within your home that requires servicing, for example a stair-lift then we will require access to carry this out.

Servicing is carried out as part of our planned preventative maintenance programme and regular servicing should enhance the lifespan of the equipment. Servicing intervals range from 3 months to 12 months.

We will always try to give you reasonable notice when access is required. But, if after making reasonable efforts to arrange access, we are still unable to do so, we may need to gain access in your absence. We will tell you if this is going to happen, and you may be liable for costs if we have to take formal or legal action to obtain access.

If you continue to prevent access to the property for these statutory inspections you will be breaching your tenancy agreement and risk losing your home.

Other inspections or visits we will need to access your home for include:

- Stock condition surveys – these are inspections which look at the structure and components within your home and help us to plan our major works programme
- Electrical safety Inspections – these are carried out by an electrically qualified individual and check the safety of the wiring within your home

# Papworth Trust

## Tenant Handbook



- Fire checks – depending on the type of home you live in these will vary but the reason for carrying them out is to ensure all fire equipment or components within your home remain in good condition
- Legionella assessments – these are surveys to look at the water systems within your home
- Home inspections and tenancy audits – these are visits by our team to verify and update tenancy details and to look at the condition of the home in order for us to identify any planned repair needs of a smaller scale.

For more detail on any of the Access Requirements, please refer to the policies on our website.

### **5. Use of the Property**

There are several conditions around the use of the home. It is important you understand these obligations and that you contact your housing officer if you are in any doubt as to what is expected of you.

It is a condition of your tenancy that you occupy the property as your only or principal home.

You must inform us in writing and in advance if you expect to be away from the property for more than 28 days providing details of who can provide access to the property during your absence should it be required by us. You should also tell us when you expect to return and the reason for your absence. If you do not notify us, we shall consider that you have abandoned the property and we will take steps to gain possession of the property.

You must not operate a business from the property unless we have agreed that you may do so in writing and you have any other necessary permissions. We will not unreasonably withhold permission but reserve the right to withdraw our permission if the business you are running causes a nuisance and annoyance to neighbours or those in the locality of the property.

You must not use our home or the locality of the property to use or consume any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to cultivate, manufacture, supply or sell any drug.

You must not bring any explosives, firearms or other unauthorised or hazardous substances into the home.

# Papworth Trust

## Tenant Handbook



You must not use the premises, or allow them to be used for any illegal or immoral purposes.

The Trust may commence possession proceedings if you breach any of the above conditions.

### **6. Condition of the property**

You are expected to keep the living space in your home clean and habitable. Any garden or outbuildings should be in an acceptable condition.

This means that we ask you not store quantities of items in a way that could be a possible fire hazard or which make it difficult for us to do any maintenance or annual inspections. Car parks or outbuildings should not be used to store anything that may encourage vermin.

When your tenancy ends, you are expected to return the property to us in a clean and tidy condition.

During our annual inspections we will take photographs and may ask you to take steps to ensure that this part of your tenancy is adhered to.

If we ask you to take any action we will re-visit within a determined amount of time to ensure that this action has been taken.

### **7. Home Ownership**

As a charity and specialist provider of accommodation, we are not required to offer tenants the opportunity to buy their homes.

The Right to Buy scheme helps eligible tenants in England to buy their home with a discount. The majority of tenants do not qualify for this, but some secure tenants may have Right to Buy. If you live in a supported or adapted property this will be exempt from this scheme.

The Right to Acquire is a similar scheme which enables some tenants to purchase their property at a smaller discount to Right to Buy. All Papworth Trust adapted or supported properties are exempt from Right to Acquire.



# Papworth Trust

## Tenant Handbook



If you are interested in purchasing a property there are a range of low-cost home ownership schemes that are managed by local authorities and other housing providers which may be of interest to you. For further information see useful contacts page.

### **8. Equality and diversity**

The Trust strives to be an open and inclusive organization, which serves all our communities and service users. We are committed to equality of opportunity for everyone who uses or provides our services.

We seek to make sure that no one will be treated less favorably because of their gender, sexual orientation, marital status, responsibilities for dependents, race, colour, nationality, ethnic origin, religious or political beliefs, age, class, disability or unrelated criminal convictions.

We treat very seriously any allegations of harassment or discrimination and will hold a full investigation into any reported instances. We expect all individuals and organizations that are involved in our activities to respect our equality and diversity policy.

### **9. Data protection**

Data protection is about ensuring we use your data fairly and responsibly. The United Kingdom data protection regime is set out in the Data Protection Act 2018, along with the General Data Protection Regulations (which also forms part of UK law). It takes a flexible, risk-based approach which puts the onus the Trust to think about and justify how and why we use your data. Papworth Trust need to comply with the above legislation and regulations.

The Information Commissioners Office regulates data protection in the UK. They offer advice and guidance, promote good practice, carry out audits and advisory visits, consider complaints, monitor compliance and take enforcement action where appropriate.

For further information on how Papworth Trust collect and process your data please contact your Housing Officer.

# Papworth Trust

## Tenant Handbook



### 10. About your rent

The rent you pay helps to cover the cost to the Trust of providing your home. It is split into various charges that each cover a specific aspect of the home.

Papworth Trust currently offer two types of **Net Rent** depending on the circumstances of the accommodation, you are advised of which rent is applicable on your home when you are offered a tenancy:

- **Social Rent** is set using a standard formula. This is based on property values and local earnings in the area where you live alongside the size of the property.
- **Affordable Rent** is set as a percentage (up to 80%) of gross market rent. This is rebased to current market rent when a property is re-let. Rents set at Affordable Rent are generally higher than Social Rent.
- A **Service Charge** is a charge to a tenant for services received in connection with the occupation of their home. They are generally related to communal areas of the home and are usually eligible for Housing Benefit/Universal Credit.
- A **Household Charge** is a charge to a tenant for additional services received in connection with the occupation of their home. They are generally related to personal areas only and are usually ineligible for Housing Benefit/Universal Credit.
- A **Council Tax** Charge is a charge to a tenant in shared accommodation to cover any council tax levied on the home.

#### How you can pay your rent

It is preferred that you pay your rent by Direct Debit wherever possible. However you can pay your rent in a number of ways suitable to your circumstances:

- **Direct Debit** – By paying via Direct Debit you are covered by the Direct Debit guarantee. You will have been provided with a direct debit form on signing up to your tenancy or you can ask your housing officer for a direct debit form. We currently offer three payment dates to suit your individual circumstances. If the amount you need to pay changes, Papworth Trust will do this and inform you of any changes.
- **Debit/credit card** over the phone – you can call the Housing Team during normal opening hours.

# Papworth Trust

## Tenant Handbook



- **Standing order** – either ask your housing officer for a form or give your bank the Papworth Trust bank details. You must also include our reference number to ensure that your payment is allocated to the correct rent account. You can obtain this reference number from the housing team prior to making any payment. You are responsible for informing your bank of any rent changes.
- **Housing Benefit** - Currently you can arrange for the council to pay your housing benefit direct to Papworth Trust. But, if you claim benefits such as income support or job seekers allowance, Government reforms will mean that in the future your benefits will all be merged into one benefit called Universal Credit which will include Housing Benefit. You will then be responsible for making sure that you pass the Housing Benefit to us to pay your rent as you will no longer be able to ask for it to be paid directly to us.
- **Universal Credit** – Universal Credit is usually paid into your own bank account, however in certain circumstances this can be paid direct to the Trust.
- **Post** – cheques or postal orders can be sent through the post to the housing team address listed on our website.

**Please note that you cannot pay your rent in cash.**

### Changes to your rent

We review your rent once a year with new rents starting in April. You will get 28 days' written notice of any increase to your rent (where your rent decreases you may be given less than 28 days' notice').

There will normally only be one increase to your rent each year, but if we make improvements to your home, a further change may be added. In this situation we would get your agreement before the work was done, and let you know the date of the change.

### Rent arrears

It is important that you pay your rent in regularly, fully and on time. Your tenancy agreement stipulates that rent is payable in advance. This means that where you pay weekly, you should pay one week in advance. If you pay monthly, you should pay one month in advance.

Where you are in receipt of Housing Benefit paid in arrears, you are required to ensure your account is sufficiently in credit to ensure you do not fall into arrears due to the Housing Benefit payment cycle.

# Papworth Trust

## Tenant Handbook



Not paying your rent is a breach of your tenancy agreement and could result in you losing your home.

If you think you may have difficulty paying your rent please contact your housing officer immediately to discuss how we may be able to help you. If your account does fall into arrears it is expected that you will repay the amount overdue as soon as possible.

We take a firm approach with rent arrears. Where we have not been given a good reason or explanation we will take legal action to recover the money you owe. We will work with you to find an alternative solution but if we take legal action it may result in you losing your home.

For further information please contact your Housing Officer.

### **Housing benefit**

If you are on a low income or claiming benefits, you may be entitled to claim housing benefit to help you pay your rent. To find out if you are eligible you will need to complete a claim form and submit it to your local housing benefit department.

If you are claiming income support, pension credit or means tested jobseeker allowance you will need to make a claim through the Job Centre Plus or pension service office that you claim your benefit from. If you are joint tenants you can both make a claim.

When making a claim you will be asked for:

- a copy of your tenancy agreement, you will have been given a copy when you signed it
- proof of earnings/benefits and the earnings/benefits of any other members of your household
- You are advised to make your claim for housing benefit before your tenancy starts and to provide proof that you have done so. You can provide them with a copy of your tenancy agreement once you have received it.
- if the claim is not received before or during the first week of your tenancy, Housing Benefit may not be paid from the start of your tenancy unless you have a justifiable reason for the delay.
- if you are not entitled to receive the full amount of housing benefit to cover all of your rent you are responsible for paying the difference

# Papworth Trust

## Tenant Handbook



- please note that any delay in making a claim for housing benefit may result in rent arrears which you will be liable for.

Please note that until you have received confirmation that you will get housing benefit, you are liable for your rent and responsible for making payments to us until your housing benefit starts.

## 11. Service and Household Charges

A 'service charge' is an amount you have to pay to cover the cost of providing and maintaining shared areas and is divided among the tenants who have a right to use them.

For example, if you share a house with 3 other tenants and there is the use of a shared living room, kitchen, hallway and bathroom, the cost of maintaining these areas would be split between the 4 people who share the house. The money we collect as a service charge is only used for that particular communal area.

### What May Be Included

Depending on the accommodation you live in the service charge may be different, however where possible all services are standardized to offer the best value for money for tenants. Standard services are provided below. Refer to your service charge schedule for what is included in your charge.

Area of service charge	Details
Heating, Cooling and Ventilation systems	
Gas boiler servicing and safety check	where separate boiler only runs communal space
Oil boiler servicing and safety check	where separate boiler only runs communal space
Electric Boilers servicing and safety check	where separate boiler only runs communal space
Air Source / Exhaust Air Source Heat Pumps	
Mechanical Ventilation with Heat Recovery	
Extract ventilation fans	maintenance and provision for renewal in communal space

# Papworth Trust

## Tenant Handbook



Air con unit	maintenance, servicing and provision for renewal in communal space
Electrical	
Electrical Testing – Portable Appliances	Communal areas where Papworth Trust have provided the equipment.
Electrical checks for communal space	
Street lighting	
Outside Lighting	Communal spaces. Repairs and replacements. Timers or movement sensors to be installed where economically viable.
Fire	
Fire prevention equipment, fire servicing, emergency lighting,	Communal areas
Fire Risk assessments and remedial works resulting therefrom	Communal areas
Monitoring costs for fire systems including fire alarms	Communal spaces
Decorations	
External painting	where clearly identifiable proportions to communal space
Internal decoration	Communal areas
Garages painting	
Day to day maintenance as required internal and external	Communal areas External – clearly identifiable as being/for communal space Includes garage repairs
Lifting and specialist equipment	
Lift and specialist equipment servicing (all types)	Hoists, through floor lifts, step lifts, stair lifts, passenger lifts, baths, closomats etc.

# Papworth Trust

## Tenant Handbook



Provision for repairs and replacement for lifting and specialist equipment	Apart from passenger lifts all new adaptations would be subject to an occupational therapy assessment to determine need. Funding, including statutory funding, will be discussed at this stage.
LOLER inspections	Statutory lifting equipment inspections
Utilities	
Electricity, gas, oil, solid fuel, water	Communal spaces e.g. heating and hot/cold water, lighting
Energy consultant fees	For communal space and multi meter management
Doors	
Warden call and door entry servicing	
Mechanical doors	
Legionella	
Legionella risk assessment and remedial works	Communal areas
Legionella testing and repairs and actions	Communal areas
Asbestos	
Asbestos checks and actions	Communal space
Grounds maintenance	
Grounds maintenance	communal and private including trees, hedges, bushes, surveys
Parking areas – maintenance and provision for replacement	Communal space
Scooter parks	Communal space
Un-adopted road maintenance and repair	
Other	
Pump Stations – servicing, maintenance, provision for renewal	

# Papworth Trust

## Tenant Handbook



Waste pumps – servicing, maintenance, provision for renewal	Usually for adaptations
Burglar alarm system, monitoring, maintenance, servicing, provision for removal	
Cleaning	Communal space where Papworth Trust have responsibility
Laundry equipment, servicing, maintenance, provision for renewal	

### **Sinking Funds**

Papworth Trust operate sinking funds for the majority of service charges. This involves establishing a sinking fund to cover the replacement of components, furniture, fixtures or fittings that were provided by the Trust or which the Trust is responsible for. The amount is calculated using the replacement cost and the expected nominal lifespan of any applicable service charge items.

### **Depreciation**

Depreciation is an amount in a service charge to cover the wear and tear of components, fixtures or fittings that were funded by the Trust through its capital programme.

### **Changes to service charge**

Your service charge will be reviewed each year. Any changes to the services you receive will be taken into account and charges will be based on bills that we have received during the year and the expenditure we anticipate in future years so as to spread the cost for you.

The service charge will normally only be changed once a year, but if additional unexpected charges occur during the year, we may have to change it more than once. If this happens, you will be given one months' written notice.



# Papworth Trust

## Tenant Handbook



### 12. Moving in

On the day that you move in, we will give you all the keys that we have for your house. We will ask you to sign a key receipt recording how many keys you have received.

Please note that we do not hold spare keys for your property so you need to make your own arrangements in case you lock yourself out. If you lose your keys or lock yourself out you are responsible for the cost of replacement keys or the cost of changing the lock.

Within the first six weeks of your tenancy starting, your housing officer will visit you at home and they will check:

- you have settled in and whether you are experiencing any difficulties, for example, using the central heating
- that all repairs we agreed when you accepted the tenancy have been carried out
- whether further repairs are needed
- that you understand the conditions of your tenancy
- if there are any problems with your rent, for example that Housing Benefit is being received, and your contact details.

### 13. Floors and carpets

You must install and maintain to all floors in the property which are situated above another flat (except where provided by us) an appropriate floor covering such as carpet and underlay; unless we provide you with written consent to do otherwise.

In most situations, we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering in flats above the ground floor.

#### **Bathroom/Kitchen/WC**

The floor is covered with vinyl flooring. These floors should be cleaned according to the manufacturers' instructions only

# Papworth Trust

## Tenant Handbook



### **Carpets**

Carpets are only fitted in some of our supported properties. In shared homes we do not provide carpets in individual tenant's bedrooms. If they are not fitted as standard and you wish to have a 'fitted' carpet you should employ a specialist carpet layer and request that they stick 'smooth edge' gripper strips down around the edge of the tiled floors.

When putting carpet on your stairs please ask the carpet fitter to use screws (not nails) when fitting the gripper on to the riser. This will prevent squeaking.

We do not permit you to fit laminate flooring in flats above ground level as it causes noise problems.

## **14. Ventilation and condensation**

Condensation is caused by steam or water vapour turning to water on cold surfaces. It is like an invisible 'bubble' of water that is moving around the building, trying to find a way out through a window or air vent. If it hits a cold surface the 'bubble' bursts causing condensation which can lead to mould. Mould can damage clothes, bedding, floor coverings, decorations, walls and ceilings.

To deal with condensation you should take the following steps:

- leave windows and internal doors open whenever possible
- leave the vents to your windows open
- keep kitchen and bathroom doors closed when cooking or bathing and leave your extractor fans on
- leave a space between large pieces of furniture and external walls
- do not overfill your cupboards, as this stops air circulating
- avoid drying clothes indoors
- do not use loft/roof space for storage
- cover pans when cooking and don't leave kettles boiling
- ensure any tumble dryer is either a condenser type or is directly ventilated to the outside
- try to keep your house at an even temperature and allow your house to heat up gradually, this will help plaster not to crack.

### 15. Nuisance and anti-social behaviour

The Trust believes that everyone has the right to the lawful enjoyment of their home and local neighbourhood and is committed to developing sustainable communities and reducing failed tenancies.

We will not tolerate anti-social behavior (ASB) from tenants, members of their family or visitors to their home and we expect them to show consideration for their neighbours and the wider community in which they live.

When we receive a report of anti-social behavior, we will:

- investigate each complaint impartially, take action against offenders and support and protect victims and witnesses
- keep an open mind and investigate complaints made against alleged perpetrators in a fair and impartial way
- look initially at ways to resolve ASB without the use of legal enforcement and in proven cases provide opportunity for alleged perpetrators to improve their behavior
- follow our Safeguarding Policy if there are concerns for the safety of someone at risk of abuse
- work in partnership with the Police, local housing authorities, social services and other agencies to ensure that ASB is dealt with effectively through a multi-agency approach

Whilst the Courts have the final decision should a case escalate that far, we will initially decide what constitutes ASB. Where we determine a complaint relates to neighbour nuisance you will be expected to have tried to resolve the matter with your neighbour amicably, before reporting this to the Trust. We reserve the right to dismiss your complaint where these steps have not been sufficiently taken.

You should also contact your council's Environmental Health department to seek advice on noise or other nuisance. In some circumstances it may be appropriate to call the police.

As part of investigating an ASB case you will be required to keep a record of all the dates and times you have been affected. We will take further action if we are satisfied that a breach of tenancy exists and that we have sufficient evidence to support this. We may need to ask you to give evidence in court. More details on how we deal with nuisance and anti-social behaviour can be found in our ASB Policy.

## 16. Violence, abuse and harassment

The Trust will not tolerate any form of harassment, violence or abuse. We take allegations of harassment or violence very seriously and we will take prompt action. We may seek to evict you if you commit an act of harassment, abuse or violence.

### **Harassment or Hate-related Behaviour**

If you or your family are victims of harassment or abuse you should contact your housing officer immediately. If the harassment or abuse involves violence or threats of violence, damage to property, or any other criminal act, you should contact the police.

This includes any form of harassment or behaviour on the grounds of race, colour, religion, sex, sexual orientation, disability or any other protected characteristic which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitors or neighbours, staff, contractors or agents while they are carrying out their work.

### **Abuse of Staff and Others**

Papworth Trust promote a positive and safe culture for our staff to work in and will not tolerate ASB aimed at our staff or people working in or around our properties on our behalf. This includes acts committed against family members of our staff and contractors.

We will take a zero tolerance approach where we have evidence of ASB perpetrated towards staff, agents or contractors.

### **Domestic abuse**

Domestic Abuse is a crime and will not be tolerated. Domestic Abuse is defined as any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse (mental, physical or sexual) against any person aged over 16 living at the same property.

If you are the victim of violence or feel threatened by violence, please contact the Police immediately. If you cannot go home, you will need to find housing while a solution is found.

Outside of office hours, phone your local police who will be able to contact the emergency duty team of Social Services.

# Papworth Trust

## Tenant Handbook



### **Noise**

As a tenant you have a responsibility to ensure any noise from your property does not cause a disturbance to other.

In particular we request that you not play or allow to be played by anyone living with or visiting you, any radio, television, record, tape recording, DVD, CD or alternative device or musical instrument or to operate any other equipment in the property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any person in the locality of the property.

As outlined in the section on anti-social behaviour, you and your neighbours have a responsibility to regulate your own actions and we expect minor noise nuisance to be resolved between and your neighbours, without the involvement of the Trust or other agencies.

Tenants should consider contacting the local authority should they have noise issues with their neighbours.

## **17. Pets**

You must get written permission from us before keeping any animal, bird or reptile at the property.

The grant or refusal of permission is at our discretion and in accordance with our standard policy. Permission will not be given for a dog (other than an assistance dog) or cat in any shared accommodation and will not normally be given to a flat without sole use of, and direct access to, a garden.

Permission may be withdrawn at any time if we consider that the pet is causing a nuisance (including fouling in common parts), damaging the property or is being mistreated by you.

Where permission is withdrawn we will give reasonable notice to you outlining our reasons for withdrawal of permission.

# Papworth Trust

## Tenant Handbook



### 18. Overcrowding

Your property has a specified maximum number of occupants that is determined to ensure that the occupants are not subject to an excessive health and safety risk. It is your responsibility to ensure that the number of people living at the property does not exceed this.

Where we have evidence of overcrowding, your housing officer will contact you and if you are not able to rectify the matter we may commence legal action against you.

### 19. Gardens

If you have a garden (including patios and balconies), you must keep it tidy by clearing any rubbish, cutting any grass and making sure plants, trees and shrubs do not become overgrown or become a nuisance.

You must not plant any tree within the property without our prior written permission, which will not be unreasonably withheld. You must not remove any tree from the property without our prior written permission which will not be unreasonably withheld.

Where your hedges or shrubs are next to a public path, you must make sure they are kept cut back and do not overhang the path so that people can walk past easily.

If your garden is becoming a nuisance or a health and safety hazard we will speak to you and if you do not take steps to resolve the issues we may carry out the work and recharge you.

If you share a garden please do not remove any of the plants and trees that have been planted in the communal areas.

If you have outbuildings or a car port, please do not store items that could be a potential fire hazard. If you are storing items that might attract vermin, please consider putting them inside a container that rats and mice would not be able to get into.

If you wish to have a small garden pond you need to request permission using

# Papworth Trust

## Tenant Handbook



the Tenant Alteration Policy which can be found on our website. If you already have a garden pond it is your responsibility to maintain it. If you find that age prevents you from caring for it in the way you used to and you want it removed you can ask us to do this for you using our Rechargeable Repairs Policy on our website.

## 20. Parking

In order to ensure our properties and neighbourhoods are safe, attractive and pleasant places to live, the Trust has introduced the following guideline into all new tenancy agreements.

You must not:

- Park a vehicle on your property or on any other property owned by us unless on an approved hardstanding with a dropped kerb;
- Park any motorhome, caravan, boat, trailer, low loader or similar vehicle on any part of your home or any communal parking areas without our written permission;
- Park any vehicle over 3.5 tonnes in weight on any property owned by us;
- Park or drive any vehicle on or over any grass verge, communal garden, communal open space or any other property owned by us;
- Park any vehicle, which is untaxed, illegal or not roadworthy (including SORN'd vehicles) on any land owned by us;
- Keep any motorcycle inside your home or in the shared areas other than designated parking areas;
- Undertake any major repairs to any car, motorcycle or other motor vehicle on the property or on any other property owned by us
- Use any of our land for storage of vehicles for business purposes;
- Act in contravention of any parking conditions, parking schemes or rules which apply to any estate roads or parking areas issued by us;
- Park in a way that may obstruct:
  - Emergency services
  - Any other road users
  - Anyone who uses pavements and footpaths
  - Access to any properties or garages

## 21. Gas

### safety

If you smell gas or think you have a gas leak, **call National Grid immediately on 0800 111 999** and take their advice.

Also make sure that you:

- do not smoke
- do not turn on or off any electrical equipment or light switches
- open doors and windows
- check if a gas appliance has been left on or a pilot light has blown out
- turn off the gas supply at the meter

## 22. Insurance

We will insure the structure of the property. We do not insure your belongings and you must arrange your own home contents insurance. Fire, flood and other disasters can place severe financial pressure on people who do not have adequate insurance.

Papworth Trust does not endorse any particular insurance scheme and we always recommend obtaining more than 1 quotation for comparison.

The National Housing Federation offer the My Home Contents Insurance Scheme. The scheme is available for all residents of social housing providers managed properties including tenants, leaseholders, shared owners, key workers and market rent tenants. To find out more by call **0345 450 7288**.

Alternatively, visit [www.thistlemyhome.co.uk](http://www.thistlemyhome.co.uk) for more information.

## 23. Repairs to your home

### How to report a repair

Repairs can be reported by telephone or email. Our repairs line is open 9am-5pm, Monday to Friday, for general repairs. Our email address is manned for the same time periods.



# Papworth Trust

## Tenant Handbook



If you have a repair outside of these times which is an emergency, then you should report it by telephone to the out of hour's number.

We **only** carry out emergency repairs outside of our core hours. If your repair is not an emergency, then you should wait until office hours to report it or email us. If you call with a non-emergency, we will ask you to call back on the next working day/time.

If you insist your repair is an emergency and we attend and it is not we may recharge you the cost of our attendance.

All contact details for our teams are listed on page 1 of this document.

### **Classes of repair**

This handbook contains a brief synopsis of the repair classes. For more detailed information and guidance refer to the Repairs and Maintenance Policy on the website.

### **Emergency repairs**

Repairs that are required to avoid danger to health, a risk to the safety of residents or serious damage to buildings.

For example:

- Complete loss of heating and hot water (refer to Policy), complete loss of power not caused by a power cut or loss of water
- Leaks that cannot be isolated or stopped or a for example bucket used to catch the flow
- Accidental damage to building structure that could cause further damage or injury

When we attend an emergency repair, we will make **the situation safe** and then arrange a further appointment for any additional work that is needed.

### **Urgent repairs**

These are defined as faults causing considerable inconvenience or risk.

Examples of urgent repairs may include:

- a containable leak
- loose or damaged stair tread
- defective central heating boiler

# Papworth Trust

## Tenant Handbook



- a non-flushing WC
- front entrance or fire door needing easing and adjusting
- minor structural faults likely to create further damage in the short term, such as missing or slipped slates, dripping pipe or waste

### **Routine repairs**

Jobs which are our responsibility under the terms of the Tenancy Agreement. Examples include minor plumbing problems, general joinery.

### **Major repairs**

Jobs which are more extensive in terms of time and money. Examples include replacing a ceiling after a leak, structural repairs or damp proofing.

### **Target timescales**

Our team will discuss the urgency of the repair with you and will let you know when you can expect someone to attend. If it is not possible to give you this information at the time of the call, the repairs staff will call you back when they have the information to hand.

Please refer to the Repairs and Maintenance policy on the website for our repair timescales.

### **Who is responsible for a repair?**

Looking after your home is a joint responsibility. As a Registered Social Landlord we have a duty to carry out certain repairs and maintenance and to keep properties in a safe condition. As a tenant you are responsible for some repairs and maintenance that your home will need from time to time. This includes keeping your home in a reasonable and clean condition. You are also responsible for keeping the inside of your home in good decorative state.

If you have changed fixtures or fittings in your home or the previous tenant did then you are responsible for repairing and maintaining them. If this was done by a previous tenant you will have been made aware of this at the time the tenancy was offered to you.

For more details on responsibilities, please refer to Appendix A of this document.

# Papworth Trust

## Tenant Handbook



### **Recharges**

Papworth Trust will bear the cost of repairs and maintenance that are part of our responsibility as a Registered Social Landlord.

In certain circumstances we may recharge you the cost of repairs to your home. Examples of when this may apply are:

- repairs or maintenance resulting from lack of care, inappropriate use, intentional damage, accidental damage that could have been avoided, or neglect
- If you contact us and ask for repairs or maintenance that are not our responsibility to carry out then we will advise you that these are your responsibility and that if you do want us to do them for you we will recharge you the cost
- Repairs due to tenancy changes

For full details on rechargeable repairs refer to the Rechargeable Repairs policy on the website.

### **Broken windows**

We will repair broken glass and cracked windows where the damage is caused by fair wear and tear. But you will have to pay for damage caused by an accident, or deliberate action. We strongly advise tenants to make sure that their home contents insurance policies cover replacement of damaged glass.

### **Repairs that involve moving out**

If we have to carry out major work to your home, we will try to make sure that you can stay in your home whilst the work is carried out. But if it becomes necessary for you to move out temporarily we will try and find you alternative accommodation.

Please refer to the Decant Policy on the website for specific information if this applies to you.

### **Compensation**

If you feel you are entitled to compensation for a loss or breakage as a result of a repair then let us know in writing. If this results in an insurance matter then someone may need to visit your home to inspect the damage and make a report.

## **24. Changes to your home**

# Papworth Trust

## Tenant Handbook



If you want to make any alterations or improvements to your home, whether internal or external, you must get our permission in writing before you do any work.

An alteration is anything that changes the original layout or structure of your home. The type of alteration you may wish to make could be:

- fit a shower unit
- install a new bathroom suite
- fit a new kitchen
- add a conservatory
- add a porch

This is not a full list but gives you an idea of the type of improvement we would regard as an alteration and for which **you would need to seek permission from Papworth Trust.**

If you do not obtain permission and at a later date it affects access for maintenance, or if the work is defective or dangerous, we will charge you with the cost of redoing the work. If you have obtained the correct permission from us, you will still be responsible for the maintenance of the alteration or improvement you have made. Depending on the alteration, we may also require you to put the property back to its original state if you move out.

If the Trust has given you permission to carry out an improvement or alteration to your home you may be entitled to compensation when you move out. You should ask your housing officer for a copy of the 'Right to Compensation for Improvements' policy'.

Please refer to the Tenant Alteration policy on the website.

For improvements as part of our capital or planned works programs please refer to the Rechargeable Repairs policy on the website.

### **24.1 Asbestos**

If your property has been identified as having asbestos containing materials in any part of your home or if you are unsure whether there may be asbestos in some of the fabric of the building, always seek guidance from your housing officer *before* carrying out any work. We hold asbestos information for all properties we own and will advise you.

## **25. Internal decoration and condition**

# Papworth Trust

## Tenant Handbook



You are responsible for keeping the inside of your home in a good and clean condition and for decorating the internal areas as frequently as is necessary to keep them in good decorative order.

You are able to decorate in whatever way you wish, however please bear in mind that if you use particularly bold colour we may ask you to return it to something more neutral when you move out. If your property has artex, please seek guidance from your housing officer before carrying out any decorating as it may contain asbestos.

You must not accumulate or allow to accumulate excessive personal possessions or items of furniture at the property so that in our opinion there is a health and safety risk to you or to those living with you or visiting the property, or to those living or visiting the locality of the property

## 26. Flooring

You are responsible for the floor covering that is not supplied by us. We expect appropriate floor covering to be fitted. We do not permit laminate floor covering in flats where someone else is living directly below.

## 27. Outdoor Taps

Outdoor taps will be considered a tenant alteration. If you wish to have an outdoor tap installed, you should apply for this as a tenant alteration.

As a standard alteration permission will not be unreasonably withheld, but we may specify certain requirements both during your tenancy and should the tenancy be brought to an end.

In shared supported housing, legionella related works associated with the tap will be covered under service charges, however the initial cost will be the responsibility of the tenants and/or the contracted care provider. As there will be additional requirements for care providers around flushing and monitoring outside taps, the Trust will require the care provider to agree to these prior to providing consent.

# Papworth Trust

## Tenant Handbook



### 28. Pests

Occasionally whilst living in your home, you may experience problems with pests and vermin, for example rats, mice, cockroaches, ants, fleas etc.

If you have pests in your home, you should report these to the Trust or speak to your housing officer as soon as practicably possible to get further advice on how we can support you to resolve the issue.

We can arrange for a contractor to visit and assess - this will be at our cost initially if it is unclear where the responsibility lies.

If remedial works are required that fall under the responsibility of the Trust we will organise and fund the cost of any work under our responsibilities as a landlord.

Where remedial works are a result of tenant behaviour or negligent actions then any works will be rechargeable, including the initial assessment visit if there is a charge for this.

Where it is cost effective or prudent to do so, remedial works may be completed at the same visit as the assessment.

### 29. Adaptations and equipment

If you live in a **general needs property** but require an adaptation, you will usually need to be assessed by an Occupational Therapist (OT). The OT should send us a copy of their report detailing your requirements.

If you live in a **supported or wheelchair accessible property**, any adaptations that you require would have been identified before you moved in and then carried in agreement with whoever funded the adaptation. If you need more adaptations later the process is the same as for general needs properties as above.

Any adaptation installed by you or a third party would need to meet our standards and be carried out by a competent tradesperson. It is your responsibility to maintain any adaptation that you have had installed including those that are installed under the Disabled Facility Grant program

# Papworth Trust

## Tenant Handbook



unless  
you

have agreed something different in writing with us.

Please note that when you accept the tenancy of a property from Papworth Trust, you accept it as seen and Papworth Trust are not responsible for providing adaptations once you have moved in.

Please refer to the Adaptations policy on the website for more detailed information.

### 30. Defects liability period

#### **New homes**

If you have moved into a brand new home built for Papworth Trust, the first 12 months of your tenancy is covered by a builders warranty and is known as the defects liability period. Repairs in the first 12 months will be the responsibility of the builder. You will contact us in the usual way and we will liaise with the builder enabling us to monitor their performance and the level of defects. This does mean that timescales for repairs will differ from those stated in the repairs policy.

#### **Repairs following larger works**

If you have had larger repairs carried out to your home, for example a new boiler, new roof, re-pointing and so forth there will be a defects liability period for that work. For the length of that defects period the contractor would be responsible for any repairs required. You will contact us in the usual way and we will liaise with the builder enabling us to monitor their performance and the level of defects. This does mean that timescales for repairs will differ from those stated in the repairs policy.

### 31. The Decent Homes Standard

The Government established a target to ensure that all social housing meets the Decent Homes Standard. A decent home is one that is wind and weather tight, warm and has modern facilities. For your home to meet the Decent Homes Standard it must:

- comply with the current statutory minimum standard for housing
- be in a reasonable state of repair
- have reasonably modern facilities

# Papworth Trust

## Tenant Handbook



- be

reasonably insulated

### **32. Energy Performance Certificate**

We will provide you with an Energy Performance Certificate (EPC) before you move into your home for the first time or when we carry out larger works to your home which will affect the EPC rating.

The certificate is only required for a property which is self-contained. It is not required when a tenant rents a room and shares facilities, where a tenant has a separate contract with the landlord.

EPCs are valid for 10 years and can be reused as many times as required within that period. If a newer EPC is produced within the 10 year period, only the most recent one is valid.

### **33. Common parts/communal areas**

The standard of cleanliness and health and safety is the responsibility of all people who use or have access to the common parts/communal areas.

It is the responsibility of the tenants/leaseholders to look after common parts/communal spaces. A service charge is levied on tenants/leaseholders which covers the basic maintenance and repair works.

The expectations of those who use communal/common parts are set out in the Estate and Home Inspections policy on the website.

### **34. Joint tenancies**

A joint tenancy can be offered to two adults who both live in the same property. This can be a couple or two people who have chosen to live together. Joint tenants have equal rights to their home and equal responsibilities for it. Each tenant is equally responsible for meeting all the tenancy obligations and resolving any issues that may arise. For example, if one person is unable to pay the rent or moves out, the other joint tenant will be required to pay all the rent.



# Papworth Trust

## Tenant Handbook



### What

#### **happens if there are problems between two joint tenants?**

Papworth Trust are aware that problems can arise between tenants living together, whether this is a relationship or any other arrangement. We would always encourage these to be resolved amicably.

Where two joint tenants decide that they can no longer live together, a decision has to be made about the property that they share. If joint tenants can agree about which one of you will stay in property, you need to discuss the next steps with your housing officer.

If you cannot agree, then the decision will have to be made by the appropriate court. In this situation we would strongly recommend that you seek independent legal advice.

#### **What happens when a tenant dies?**

When a tenant dies an assured tenancy normally passes to either the joint tenant, spouse or co-habiting partner.

Family members cannot succeed to an assured tenancy unless the tenancy agreement specifically allows this. If the agreement does permit this; the family member must have been living at this property as their main or principal home for a minimum of 12 months. They would be known as the 'successor', and this process is called 'succession'.

Succession can only happen:

- once in a tenancy, so if it is granted it cannot then be passed onto anyone else in the same way again. For instance, if a tenancy has already passed from one joint tenant to another, it cannot then be passed to another family member living in the same home
- if the claim is made within months of the death of the tenant,
- if the tenancy is passing to someone over 18 years or over, and;
- is passing to someone we consider capable of maintaining the tenancy.

In some circumstances succession does not mean that the successor would be able to stay in that particular property. For example:

- where special adaptations have been made that are not needed by the successor

# Papworth Trust

## Tenant Handbook



- where the property had been provided for a tenant who needed to access support linked to the tenancy and the successor does not require that support.

In such cases we would work with the successor tenant where possible to source suitable alternative accommodation either from within our own stock or through another housing provider.

### **35. Ending your tenancy**

Your tenancy states you must give us at least four weeks' notice in writing before you move out. This is called a Notice to Quit. Your Notice to Quit should be received by us on or before the start of the notice period and the notice period should start on a Monday and end on a Sunday 28 days later.

You are responsible for paying rent until the notice ends and for ensuring 'vacant possession' is given to us. 'Vacant possession' is where you have given back all of your keys to Papworth Trust and removed all your items from the property. You must give us a new or forwarding address when you hand in your notice.

As part of the terms of your tenancy agreement you are required to return the property to Papworth Trust in good decorative order and in a clean condition. Shortly after you have given notice your housing officer will visit your home to discuss any aspects of decorating or cleaning that will be required before you move out. This will be agreed with you and you will be sent written confirmation of this. If you are not able to do any of it, the Trust will arrange for it to be done on your behalf but you will be responsible for paying the full cost.

If, after you move out, we need to carry out repairs, cleaning or decorating that you were responsible for, you will be invoiced for the full cost of the work.

A minimum of two keys (per lock) must be returned to the Housing Office by midday on the day after your notice period ends. Tenants are responsible for returning the keys, so please do not ask anyone else to bring them in for you. When you hand in the keys you will be given a receipt.

Remember that you will continue to be charged rent until we have the keys and 'vacant possession'. If you do not return the keys and we have to

# Papworth Trust

## Tenant Handbook



change the locks you will be charged with the cost of this work.

If you move out without telling us you will be charged four weeks rent from the time that we are aware that you have moved out.

### **What you must do when you leave**

When you do move out of your home, you must make sure that you:

- contact your housing officer to arrange a suitable time when they can come and inspect the property prior to your leaving
- remove all of your furniture and possessions
- carry out any repairs that you are responsible for
- remove any improvements or adaptations as per any original agreement
- clear rubbish from the property inside and out including sheds, garages and outhouses
- leave the property clean and tidy
- arrange for the council to remove any large items of furniture you are not taking with you
- leave any fixtures and fittings that were in the property when you arrived and that are the property of the Trust such as kitchen cupboards. In the case of supported properties this may include some white goods such as fridge/freezers and cookers
- have any electrical or gas items that you are taking with you removed by a professional, if you do not and there is an accident you may be liable
- tell your gas, water and electricity suppliers that you are moving and settle any outstanding amounts
- notify your telephone company that you are moving out
- remember to inform the council tax and housing benefit departments
- notify relevant people of your change of address.

Please ensure that utility meters are read on the last day of the tenancy and that all utility companies are informed of a forwarding address for the final bills.

If you leave any items behind, we will treat them as abandoned by you and may dispose of them. Whilst we normally dispose of all possessions left behind, should we choose to store anything we will charge you for the removal and storage costs.

# Papworth Trust

## Tenant Handbook



### **Outstanding debt**

When you leave the property, it is expected that your rent account will be up to date. If there is any rent outstanding, you will be asked to settle this debt within six weeks of the end of the tenancy.

Where there is a credit on your account, Papworth Trust reserves the right to subtract any other outstanding debt owed to us from the balance before any refund.

### **Management Transfers**

We will consider applications from existing tenants who wish to move to another Papworth Trust property, this is known as a management transfer.

This will only be permitted where there is a genuine need to move home, for example:

- to improve the quality of life, e.g. by moving to accommodation on one level
- the applicant's household is too big or too small for their present home.

When considering whether a management transfer is appropriate, the Trust may request professional evidence of your need to move. For example, an occupation therapist report.

### **Mutual exchange**

If you have an assured tenancy you have the right to swap your home with another Papworth Trust tenant or a tenant of another housing association or local authority, this is called a mutual exchange.

To do this, you must obtain written permission from Papworth Trust before you agree to the swap and the person you are exchanging with must get permission from their landlord. Approval will normally be given unless there have been problems with how you or the other person have conducted your tenancies. Permission may not be given if:

- you have been served with a notice of seeking possession and it is still in force
- we have taken out court proceedings against you or there is a possession order against you
- your current home is too big or too small for the person or family you

# Papworth Trust

## Tenant Handbook



wish  
to

- exchange with, or
- your property is designed for people with special needs or has been adapted to meet the needs of someone with a disability, and the tenant you are exchanging with does not meet the criteria for the property.

**Please note** - A mutual exchange cannot take place until it has been approved by both landlords, and both exchange partners have signed an Assignment of Tenancy with their respective landlords.

### 36. Property visits – pets and smoking

Please refrain from smoking for 1 hour before we visit the property as some of our staff are no-smokers and do not smoke when we are present.

Please ensure that all animals are kept away from staff especially those who are carrying out work or who may have allergies.

### 37. Tenant Involvement and Scrutiny

Papworth Trust wants all tenants to have the opportunity to have a real say in how the housing service is run and to listen to your ideas, feedback and suggestions. We are continually looking at ways to improve our communication with you and offer opportunities for you to be more involved. This part of the handbook outlines how we will consult with you and how you can get involved if you wish to.

The Regulatory Framework that we are required to follow encourages co-regulation, which means that it is for us to support you to help shape and scrutinize our services.

Any issues should be brought to the attention of the Papworth Trust through the Tenant Panels or if the issue is a complaint then via the Complaints policy which can be found on the website.

#### **How do I get involved?**

There are several ways to become involved and these are outlined below. If you would like further information, please contact us or visit our website.

# Papworth Trust

## Tenant Handbook



### **Tenant panel**

A tenant panel holds regular meetings to discuss and consider what issues may be affecting our tenants, any new initiatives that may be required and ensuring the provision of an efficient and effective service to tenants.

You can raise items in this meeting by contacting your local tenant representative, details can be found in your welcome pack or can be obtained by contacting us.

### **Scrutiny panel**

The scrutiny panel helps to ensure that Papworth Trust understand tenants' priorities and needs. It involves tenants in setting policies and standards, takes tenant views into account before decisions are taken, supports tenants to hold Papworth Trust to account.

### **Tenant Times**

A newsletter is produced a few times throughout the year. Tenants have to opt in to receive it. It gives you information about:

- updates on matters that affect tenants
- useful reminders and general information that you may find helpful

If you would like to get involved in creating the newsletter, please contact your tenant representative - details can be found in your welcome pack or can be obtained by contacting us.

### **Surveys**

The Housing service carries out a customer satisfaction survey, on average, once every four years. If you are asked to complete a survey, please do so as the information that we obtain helps us to plan and improve our services.

We also do a separate survey to get feedback on our repairs service. We do not ask everyone to complete this but choose a percentage of the repairs we do each month. Again, this information is very important to us, so please help us by answering the questions as best you can.

## **38. Consultation**

As part of your tenancy agreement you have a right to be consulted about any changes that we may propose which may affect you or your home. As

# Papworth Trust

## Tenant Handbook



an

organisation, Papworth Trust would not wish to make any changes without ensuring there is full consultation with the people concerned.

There are many ways of consulting with our tenants and we will always try to use the most effective method for the people concerned. This could be done in any of the following ways:

- **Letter or email** - often the easiest way of communicating a simple issue
- **Detailed discussion** with the tenants affected - for example when an alteration or improvement is proposed to a particular dwelling
- **Meeting** with a group of tenants – for example to discuss proposed changes to the provision of services.

The newsletter can be particularly useful in keeping tenants advised on the outcome of a consultation exercise. Whatever the situation we will always give you plenty of notice of any meetings and the opportunity to come with an advocate or supporter to assist you. In all cases we encourage and welcome the views of the people concerned and will do everything we can to make sure you can participate fully in the discussion.

### 39. Complaints and appeals

Papworth Trust is committed to providing a high level of service, but accepts that sometimes things do go wrong and people are not satisfied with the service received.

If you are unhappy about a service you have received, we would like you to tell us about it so that we have an opportunity to look into it and put it right. If, following an investigation, it is shown that we were wrong then we will apologise and rectify the situation as quickly as we can.

For all complaints and appeals please refer to the Complaints policy on our website.

### 40. Access to information

Papworth Trust holds a range of information about its tenants. We are committed to treating all information held about you in the strictest confidence and information will only be disclosed where necessary and relevant and in compliance with GDPR. In certain circumstances we are

# Papworth Trust

## Tenant Handbook



legally obliged to share information with statutory bodies without your permission.

We try to make sure that the details we hold are up to date and accurate so please advise us if your details change.

### **41. More information**

For more information on any of the content of this document please refer to the Papworth Trust website and the relevant policies.

If you cannot find the information you are looking for then please contact us using the information provided on page 1 of this document.

If you would like to receive this document in audio, large print or another language as relevant to your situation please contact the Housing team using the details on page 1.

### **42. Acts, Events or Occurrences beyond organizational control**

Circumstances may arise where there are Acts, Events or Occurrences beyond the control of Papworth Trust. Examples of this include civil unrest, war, pandemics, natural disasters etc. In these situations guidance will be sought from the directing body at that time e.g. local authorities, central government, military. Papworth Trust will adhere to any changes that are administered which may lead to short, medium or longer term changes to this handbook.

In these circumstances we will communicate changes by our website.

Tenants must adhere to any changes.

### **43. Document control**

Authors

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# Papworth Trust

## Tenant Handbook



Approvers                      Head of Property Services

Input from                     Tenant Scrutiny Panel

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Next review date          March 2024

Version number            4.1

### 44. Version tracker

Version number	Date	Comments/Reason for issue
3.0	March 2019	Revision due to policy, legislation and staff changes
4.0	July 2020	Revision due to Covid19 – S39 added
4.1	August 2022	Sections 27 and 28 added