

Tenants' Handbook



Your Guide To Your New Home



My Tenancy



My Account



My Home



My Area

Use our colour guide to help find the
information you need

Havebury
Housing Partnership

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Welcome

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 kept safe and read in line with your Tenancy Agreement.

Contacting Havebury

You can contact Havebury:

From our website: www.havebury.com

By telephone: 0300 3300 900

In person:

Havebury House, Western Way,
Bury St Edmunds, Suffolk IP33 3SP

Our office hours are:

Monday - Thursday 8:30am - 5pm

Friday 8:30am - 4pm

We are closed on Bank Holidays and weekends. For the latest information on our office opening hours, please visit our website at www.havebury.com

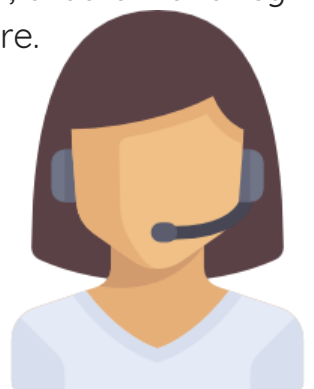
Our Team

We are committed to customer care and we are also committed to ensuring the safety and wellbeing of our employees. It is therefore a condition of your tenancy that you do not threaten or abuse our employees or contractors in any way physically or verbally. This includes using bad language or visiting our office while under the influence of alcohol or drugs.

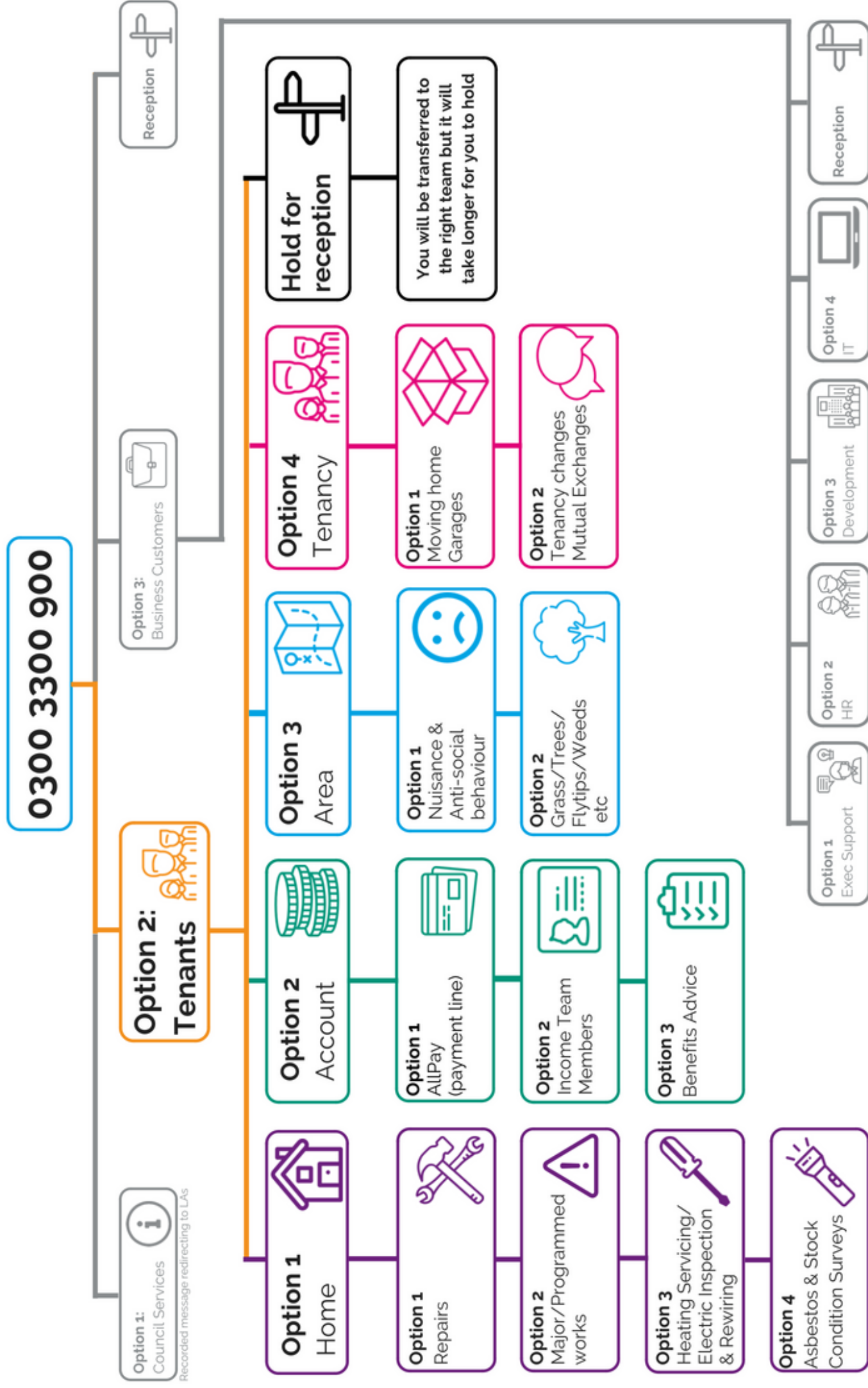
Our Automated Telephone System

When you call Havebury you will be given options from our automated phone system. It is designed to help you reach the department that can help you with your enquiry.

If you are a tenant and you want to speak to us about your home, account, area or tenancy you should always press Option 2 first and follow the instructions from there.



Contacting Havebury by Telephone



My Tenancy

Tenancy Agreement

Mutual Exchange

Moving Out

Right to Buy

Right to Acquire



Principal Home

Your Havebury 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. We will carry out periodic checks to confirm the property is properly occupied.

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.

The first year you are in your home you will be on a starter tenancy. During this year you will not be able to make any changes to the tenancy agreement or be able to complete a mutual exchange. However, you can change your name on the agreement if you need to.



What if I break the 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 Havebury or the Local Authority 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.

Some examples of breaking the agreement:

- Playing very loud music or making an unreasonable amount of noise
- Refusing access to carry out the servicing of gas appliances or smoke detectors
- Carrying out alterations without written approval
- Not maintaining the property or the garden in a clean and tidy condition
- Not paying your rent on time
- Parking heavy goods vehicles or untaxed or un-roadworthy vehicles in the neighbourhood
- Not living in the property on a permanent basis
- Selling illegal drugs at the property or in the neighbourhood
- Threatening, abusing or being violent to Havebury employees or our contractors
- Abusive, threatening or violent behaviour by the tenant(s), their family or visitors, to others in the neighbourhood
- Being violent against your partner, family or joint tenant

Your Responsibilities

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

Your Rights as a Tenant

- Right to acquire (after a qualifying period)
- Right to exchange
- Right to carry out improvements
- Right to be consulted
- Right to take in lodgers
- Right of succession

Lodgers and Sub-letting

You have a 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 your local authority or the Department for Work and Pensions as soon as you take in a lodger, as it may affect your rent and benefit. If you live in sheltered accommodation you do not have the right to take in lodgers.

Sub-letting means renting out some or all of your home. You must not do this without our written permission. You must not sub-let the whole of the property as this will affect your rights as a tenant. Sub-letting may also affect any benefit you receive.



Business and Trades

You must not use the premises for any business or trade purposes without our permission and planning permission. While we would judge every case on its individual circumstances, we would not allow certain businesses. Examples would be:

- Carrying out a car repairing business
- Running a taxi service from the premises
- Running a business that caused noise or nuisance to neighbours
- Running a business that involved many people visiting your home
- Running a business that breaks planning consent and requirements

Changing Your Tenancy

The tenancy agreement for joint tenants is exactly 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.

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. So even if you consider that your former partner is responsible for damage to the property or any rent arrears, we can still take legal action against you.

If your relationship breaks down you cannot make the other joint tenant leave without taking court action. You both have the same right to remain in the property. Havebury cannot decide who should have the tenancy.

If you are getting divorced, as part of the proceedings the courts can make an order that changes the tenancy agreement to reflect who is taking on the tenancy

If the other joint tenant agrees to leave and is prepared to pass the tenancy to you, we will help you with this process as long as your rent account is clear and there is no ongoing legal action for any breaches of tenancy.

Mutual Exchange

Mutual exchanges are a way for you to swap your home with another social housing tenant. Exchanges are often a quick way for you to move. When you have found someone to swap with both of you needs to send us an exchange application form and wait for our written approval. Unless you are on a Starter Tenancy 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 too big or too small; or adapted or built for special needs such as people with disabilities or sheltered accommodation

You can advertise your wish to exchange locally but you should not make any financial arrangements with a possible exchange tenant. We will not be responsible for any work needed after the mutual exchange, except for our normal repair responsibilities. You will still be responsible for such things as internal decoration or moving kitchen

Contact your local Council who manage the Applications for housing. They will tell you what kind of home you are entitled to and how the process works.

House Exchange and Home Link

These schemes can put you in contact with tenants in other parts of the country who want to move to this area. You can apply online at www.houseexchange.org.uk or www.home-link.org.uk

Transfers

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 update your Housing Application with your local authority. This application will assess your needs according to eligibility.

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

Assignment means passing your tenancy onto someone else. You can only do this if:

1. A court has made an Order in connection with divorce or child care proceedings;
2. 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 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.

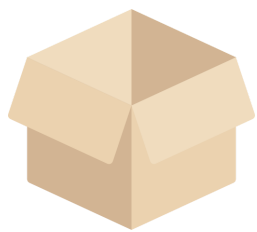
The person who takes over the tenancy is called a successor. A succession can only take place once.

Successions to the 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.

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. If the property is not deemed to be suitable (for example the home is too big for one person), we would support them to make an application to your local authority.

Moving Out



As a tenant, 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. Search 'moving out' at www.havebury.com or phone us on 0300 330 900 (press options 2,4,1) to receive a 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 your local authority.

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 Havebury did not give permission for, you will be given a chance to put the work right.

If you do not, you may 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.



Before you move out make sure you have:

- Cleared your rent account
- Removed all your possessions and property from the home, garden and outhouses, including the loft space left no-one else living in the home
- 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

We will inspect the property on the day you move out and arrange for the keys to be collected from you (including window locks, shed keys and door entry fobs, where applicable).

Renting a Garage

Please visit www.havebury.com to find available garages in your area and apply online. You must have a clear rent account on your home to be able to rent a garage.

Havebury may give priority to applicants who are registered disabled and require a vehicle. Garages should be used for parking vehicles although garages can be allocated for storage in some areas.



Right to Buy and Right to Acquire

As a tenant of Havebury you may be able to purchase your home from us. There are two principal rights to purchase belonging to our tenants:

- **Preserved Right to Buy** – Tenants who transferred from St Edmundsbury Borough Council to Havebury on 24th June 2002 may have the Preserved Right to Buy. This gives these tenants a right to purchase at a discount based on the length of time lived within public sector housing.
- **Right to Acquire** – Tenants who did not transfer from St Edmundsbury Borough Council to Havebury on 24th June 2002 on a preserved tenancy, and became tenants after that date on an assured tenancy may have the Right to Acquire provided they have held a tenancy for a minimum of 3 years. The Right to Acquire unfortunately does not apply to all of Havebury's properties. The Government stipulates that properties in certain rural areas are excluded from the Right to Acquire, and in Havebury's case this includes all of its properties within all villages. Also, some of Havebury's newly built properties after 1st April 1997 will not qualify for the Right to Acquire if they were built using social funding or a grant provided by the Homes & Communities Agency. If you have any queries about your Right to Acquire, please contact us on 0300 3300 900.

My Account

How to pay your rent

Arrears procedure

Benefits

Service charges



How and Where to Pay your Rent



Direct Debit

You can pay any day Direct Debit on a weekly, fortnightly, four weekly, and monthly basis. Contact us on 0300 3300 900 (options 2,2,2) to set up your direct debit.



At the Post Office and PayPoint

You can make a payment at any post office with your Havebury payment card. You can find your nearest post office by visiting www.postoffice.co.uk. Contact us if you need to order or replace your payment card.



Online with Debit or Credit Card

You can make payments by putting in your Payment Reference Number (PRN) and your credit or debit card details. The link to the service can be found on the Havebury website.



Phone with Debit or Credit Card

You can pay using our automated telephone line 24/7. All you need to do is call 0300 3300 900 (options 2,2,1), and quote your 19 digit Havebury Payment Card number and credit or debit card details.



AllPay App

You can make payments using our dedicated AllPay App via your smartphone or tablet. You can find this in the Apple App Store and Google Play app store under AllPay



Text

You can make a payment directly to your account using your smartphone. All you need to do is complete a brief registration online to activate the service. The form can be found on www.havebury.com by searching 'Making payment'

Rent Collection and Arrears Recovery

As a Havebury tenant, it is your responsibility to make your rent payments as stated in your tenancy agreement. Any delays or non-payment could result in the loss of your home. To help you to make rent payments on time we offer a number of different payment methods – just pick the one that best suits you.

What if I cannot pay my rent?

If you have difficulties in making payment, you should contact us immediately to discuss the options available to you and what support we and other agencies can offer. Rent payments are always a priority bill.

What action is taken if I don't pay my rent?

Havebury acts in a fair but firm manner when dealing with rent debt and will follow its arrears procedure if an agreement cannot be reached or alternative means of payment arranged eg through housing benefit or Universal Credit.

Arrears Procedure

Reminder	Send out an initial reminder that rent is owing with a statement showing recent payments, if any.
Request	Request for contact. Ask you to contact the income team. If you fail to do so, further action may be considered.
Notice of seeking possession	Serve notice that we intend to go to court if an agreement is not maintained and an account brought into balance.
Court	A county court hearing will be requested if arrears are not dealt with satisfactorily. Court costs may be charged.
Eviction (previously known as Warrant)	If you fail to comply with the county court order, we will ask for your eviction. The county court bailiff carries out the eviction. The arrears and any court costs must still be paid.

Benefits

If you are on a low income, you may be able to claim Universal Credit or Housing and Council Tax Benefit. Check with the benefits team at your local authority and at your Local Job Centre Plus.

Service Charges

If you pay service charges we will send you one statement and one estimated statement every year with a leaflet which explains what we are charging you.



My Home

Repairs
Gas Safety
Improvements and
alterations
Aids and adaptations
Insurance



Repairs and Maintenance

Both you and we 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.

If the repair issue is caused by accidental or deliberate damage or by carrying out DIY repairs (by the tenant, a friend, relative or visitor) the repair will be rechargeable. In some circumstances we can carry out the work, however, you will have to pay for the work plus admin fee and VAT.



Right to Repair

Havebury operates a Right to Repair Scheme, which offers tenants compensation in the event of the Repairs Service being provided in an unsatisfactory manner. More information is available in our Repairs & Maintenance Policy on our website.

Reporting a Repair

To report a repair please call us on 0300 3300 900 (options 2,1,1). You can also go online at www.havebury.com or visit our office.

Please note that our busiest time is 9–11am, so unless the repair is an emergency you may find it easier to contact us after 11am.

Emergency/Out of Hours Repairs

Calls made to Havebury when our office is closed are classed as emergency repairs. If you call this service unnecessarily, you will be charged.



The only repairs that we would treat as an emergency are those where we consider there is an immediate risk to either the property or our tenants. All other repairs will be completed within 15 working days. Emergency repairs will be made safe within 24 hours.

Repairs Responsibility

The table below shows you what we will and will not fix.

Type of Repair	Havebury	You
Structure		
Roof	✓	
Walls	✓	
Chimney	✓	
Guttering	✓	
Floors	✓	
Outside		
Steps and pathways for access only	✓	
Drains and soakaways	✓	
Garages	✓	
Frames and fittings	✓	
Brick sheds	✓	
Timber sheds and greenhouses		✓
Trees		✓
Fencing repairs	✓	
Maintaining fence conditions (painting and staining)		✓
Decoration (outside)	✓	
Gardens		✓
Clothes lines		✓
Glazing and windows		
Glass		✓
Electrical		
Fuses	✓	
Light bulbs, fluorescent tubes and starter motors		✓
Restore supply	✓	
Repair or renew fittings	✓	
Repair extractor fan	✓	
Smoke alarms	✓	
TV aerial and satellite dishes*		✓
Door bell		✓

Type of Repair	Havebury	You
Kitchen		
Cooker		✓
Cooker socket	✓	
White goods*		✓
Heating systems		
Gas heating	✓	
Electric Heating	✓	
Solid fuel heating	✓	
Chimney flues	✓	
Chimney sweeping of Havebury appliances	✓	
Coal bunker	✓	
Plumbing		
Toilets, baths, basins and sinks	✓	
Leaking pipes, tanks and taps	✓	
Replacing plugs to baths, basins and sinks		✓
Blocked toilet and main drains	✓	
Shower unit	✓	
Toilet seat		✓
Water supply	✓	
Other		
Fixtures and fittings		✓
Other		
Fixtures and fittings		✓
Inside decoration		✓
Carpentry		
Gain access or lost keys		✓
Doors and frames	✓	
Kitchen units and worktops	✓	
Ceilings	✓	
Walls	✓	
Small crack in plaster or walls		✓

*Havebury will maintain these in communal areas only

Electricity

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. Any work carried out to electrics will require a relevant certificate which must be provided by you.

Havebury expects that where central heating is provided it will be used by tenants for heating the property instead of an open fireplace. Havebury discourages the use of open fireplaces on environmental and health and safety grounds. Tenants who choose to have open fires should ensure that they comply with regulations for burning fuel (such as smokeless zones) and ensure that chimneys are swept as is necessary (every six months being regarded as normal practice).

Havebury carries out solid fuel servicing once a year.

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 Grid on 0800 111 999 IMMEDIATELY

We have a legal responsibility to service and inspect all Havebury owned gas appliances at least once a year. We will also visit if you have your own gas appliances, to carry out a visual check on their safety. This work is vital to everyone's safety.

Our duty as your Landlord

We will ensure that:

- Gas fittings, appliances, pipe work and flues installed by Havebury 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 Havebury 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

Your duty as a tenant of Havebury

You will ensure that:

- 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 first from our Permissions department. 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
- 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

Gas Safety Tips

- Never try DIY with gas appliances
- Make sure your gas meter is clear of obstructions
- Don't block up ventilation outlets and ensure that flue terminals are kept clear at all times
- Never use a gas appliance if you think it's not working properly and never cover appliances
- 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
- Always follow user instructions

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 the National Grid tells you there is a problem with a Havebury appliance or supply, contact us immediately to arrange a repair, not your gas supplier or you may incur a charge.

As your Landlord, we are bound by law to carry out a safety check on your gas appliances at least once a year, and as a tenant, you have responsibilities too.

Havebury's Gas Servicing Procedure

- The contractor sends you an appointment letter before they are due to visit. The service visit will be two months before the anniversary of the last service date
- If the date is not suitable, an alternative date can be arranged – you should contact the contractor to arrange this
- The gas engineer attends on the agreed date and, providing that access is granted, the annual service is completed
- If access is not granted, the engineer will leave a card asking you to contact the contractor to arrange an alternative date within five working days. If no contact is made a second appointment letter is sent out
- On the second visit, if no access is gained, the contractor will leave a second card. The address is then referred back to Havebury to commence follow up action
- Havebury will write to you, phone, or text on two occasions and attempt a personal visit if there is still no contact from you. Havebury will then pass the details to our legal team to start court proceedings to allow access
- If no access is gained, the case will then be sent to court for an injunction to allow access. This will result in all costs being awarded against you (as much as £550)
- Ultimately if no access is gained by Havebury, we can take possession or force access to your home



Reducing the Risk of Legionella

The risk of Legionella is very small. However when you first move in to your accommodation or where it is left unoccupied for 1 week, be sure to:

- Run all showers, baths, wash basin or sinks continuously for a period of five minutes to flush through any form of bacteria
- Switch your water heater on (if possible) and leave for a period of one hour prior to use
- Additionally, be sure to clean and maintain all taps and shower heads regularly

Improvements and Alterations

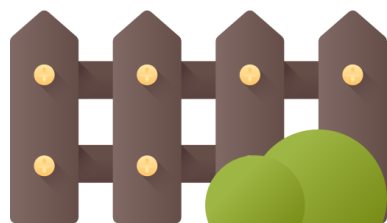
You have the right to carry out improvements and alterations but only if you have first received our written permission. We can refuse permission if we consider the work to be dangerous, unsightly, if it reduces the value of the property or gives us an obligation to repair it. If you carry out works 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.

At the end of your tenancy, you will either be required to put the work right or we will accept the improvement as our responsibility. In certain cases you may be able to get compensation for improvements you have made to your home, provided you received permission and you can supply original receipts. You can apply for compensation when your tenancy ends – which is usually when you move.

To apply for permission to make an alteration to your home you can find the form at www.havebury.com

Fencing

Havebury's fencing policy clarifies our responsibilities in providing and maintaining fences around your home. Havebury will always mark out a boundary between the gardens of properties. This will usually be with post and wire fencing, with one 6ft privacy panel attached to the property.

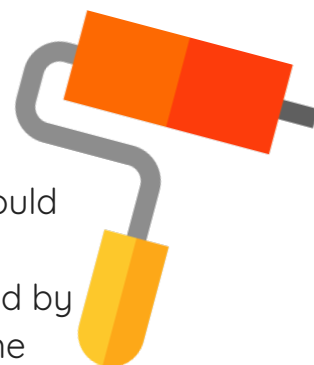


A new fence will only be provided to the boundaries of rear gardens where there are significant safety, security or privacy issues.

Decorating your Home

Any colour schemes or materials used are your choice, however you must not Artex walls. Please note, when stripping wallpaper, care should be taken to avoid damage to plasterboard finishes in some homes.

Havebury will not re-plaster an area where damage has been caused by poor wallpaper stripping technique. If you can see any damage to the wall while paper stripping, stop immediately and seek advice from us.



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.

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.

Aids and Adaptations

We can help with installing aids and adaptations for people who need changes to their home to help you 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.

Assisted Decorating Scheme

The scheme is available to tenants who are over 65 or who have a disability and do not have friends or family that can help them. Assistance is available for one room per year.

Assisted Gardening Scheme

Our Assisted Gardening Scheme is available to tenants who are over 65 and tenants with disabilities who have difficulty with their gardens and whose friends, neighbours or family cannot help them. This work is limited to grass and hedge trimming.

Infestation

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. Unfortunately, neither Havebury nor your local authority can assist with the cost of dealing with pests. For bees, please contact a local beekeeper's association for information and advice.

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. Please remember you may only claim compensation from our insurers if any loss or damage suffered by you was due to negligence by us or our contractors.

It is your responsibility to insure the contents of your home and garage.

My Area

Grounds maintenance

Cars

Anti-social behaviour



Grounds Maintenance

We have homes in various locations across the eastern region. In most circumstances the local authority will have responsibility for roads, street cleaning, removal of rubbish, parking areas, grass verges and street lighting. However, on some estates which were originally all owned by St Edmundsbury Borough Council, Havebury has taken on some street cleaning and grass cutting along with maintenance and cleaning of the parking areas.

Grass and Landscaped Areas

Landscaped areas around Havebury flats are the responsibility of Havebury. We will use our contractor to maintain shrub beds and other planting.

Parking Areas

These are mostly located on our estates and many of them are Havebury's property, they will be maintained by our contractors.

Car Parking/Caravans/Trailers

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 and lorries, must not be parked in communal parking areas without our prior permission.

If a vehicle is abandoned on our land we will serve a seven day notice on the vehicle and arrange for its removal. The owner of the vehicle will be charged for any costs relating to the removal.



Vehicle Repairs

Minor repairs to your own vehicle are allowed provided they cause no nuisance to neighbours. Used oil, anti-freeze and brake fluid should not be poured down drains. They must be taken to a local waste disposal facility. You must not carry out major or commercial vehicle repairs on or near your home or on land owned by Havebury

Nuisance and Anti-Social Behaviour

You are responsible for your behaviour at all times in your home and in the neighbourhood, which includes your family and other people living at or visiting your home. You are breaking your tenancy conditions if you are creating a nuisance to 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 Havebury
- Consists of or involves using or threatening to use housing accommodation owned or managed by Havebury for an unlawful purpose
- Is likely to cause harassment, alarm or distress

Havebury will respond to any reports of nuisance which are housing related.

Tackling Anti-Social Behaviour

Havebury 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 neighbourhoods.

Harassment

We also want to prevent any forms of harassment. If you experience harassment of any type contact the police immediately and notify Havebury. We will support victims of harassment and will be proactive in taking action against perpetrators.

Noise

Noise, especially loud music, can be distressing for your neighbours. Your local authority 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.

Advice

Try talking to your neighbour first – it often works and prevents disputes. Please note if you are evicted for anti-social behaviour we may refuse to offer further accommodation.



Dealing with Nuisance/Anti-Social Behaviour

If we agree that a nuisance is being caused, we will draw up an action plan, part of which may include asking you to complete a diary of incidents. We will liaise with other services including the Police if necessary.

We use a mediation service for residents who may be experiencing difficulties with neighbours. Neighbourhood Advisors can provide information to you about this service.

If the nuisance is serious and continues despite our efforts to resolve it, we may consider serving a Notice Seeking Possession.

If the problem continues, we may then take the case to Court for possession. We may also take out a Court Injunction to prevent the nuisance. If we go to Court, we need to provide enough evidence to the judge to prove our case. This often involves witnesses attending the Court or giving written statements.

Extra Information

Resident Involvement
Making a complaint
Data Protection
Equality & Diversity



Resident Involvement

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 and give you opportunities to express your views and opinions.

Ways you can get involved

Performance & Scrutiny Panel

This Panel looks closely at Havebury's services and the way we run things. They have access to all sorts of information and make recommendations to us on how they think we could improve things.

Community Investment Grant Editorial Group

This Panel considers funding applications that have been received for community activities.

This Group meets before each edition of Havebury News to review the previous issue and put forward suggestions for new articles.

Tenants' Forum

This is a group of tenants which meets regularly with Havebury to talk about and make recommendations on issues such as community investment, housing and related matters which affect all tenants. This offers direct access to the Board and therefore a direct route into the decision making process.

E-consultation Panel

This group does everything from home when it suits them. We send surveys and consultations by email and they reply with their views, which then feed in to other groups as listed above.

Structure of Resident Involvement Service Standards

Through our different groups we will consult on things that might affect you, including:

- Changes to housing policies
- Service improvements
- How we are performing
- Any matter affecting your home

All of our involved residents receive Love2Shop vouchers once a year as a thank you for the time they have given to helping us shape our services.

Havebury News

We will send all our tenants a copy of the Havebury News. This newsletter is full of local news and information.

Annual Report

Each year we will publish a copy of our Annual Report containing details of our performance and other useful information.

Surveys

We will carry out regular surveys to find out your views and give you opportunities to comment. If you are sent a survey form, please complete and return it.



Complaints

Havebury strives to provide high quality services however sometimes things go wrong. If you are unhappy with a service that you have received from us and wish to make a complaint, we want you to tell us. We can then try to put things right and improve our services in the future.

Who can make a complaint?

Anyone who receives a service or who is affected by our work.

What is a complaint?

An example of a complaint might be if you think we have:

- Done something wrong
- Failed to do something we should have done
- Given you the wrong information
- Treated you unfairly



What is not a complaint?

The following are examples that are not considered as a complaint and should be dealt with by the relevant teams:

- A request for service such as a repair
- Repairs that are partially/not fully completed, but within our completion timescales
- Cases of harassment or anti-social behaviour (ASB)
- Services that are non-Havebury related such as bins, council tax, planning and street lights

What can you expect when you make a complaint?

Our complaints procedure has two internal stages and an independent appeal stage, however we aim to resolve your complaint at the earliest possible opportunity so you do not have to continue through the whole process.

- **Stage 1** - Your complaint will be acknowledged and you will receive a full response within 10 working days.
- **Stage 2** - You can choose to appeal the Stage 1 response within 28 days, this will be referred to a Havebury director for review. They will respond within 10 working days of the Stage 2 acknowledgement.
- **Independent appeal** - If you remain dissatisfied after Stage 2 you can refer your complaint to a Designated Person (an MP or local Councillor). A Designated Person can make recommendations to find a resolution, or may refer the complaint to the Housing Ombudsman. You can also do this yourself, providing Havebury's internal process is complete and eight weeks have passed since the complaint was closed.

You can contact the Housing Ombudsman in the following ways

By post

81 Aldwych
London
WC2E 4HN

By telephone

020 7241 3800
0845 7125 973 (Lo-Call)
020 7404 7092 (Minicom)

By email

info@housing-ombudsman.org.uk

On their website

www.housing-ombudsman.org.uk

A good service?

Havebury is working hard to get things right first time for all our customers. If you feel we have provided you with a good service, then please tell us – that way we will know we are on the right track. Just give us some brief details about the service you received, why you think it worked well and what you particularly liked.

This could be, for example: the way we managed a request for a repair to your home, how we handled any improvements you have had (e.g. new windows), or how one of our contractors has performed.



Equality and Diversity

Havebury is 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. Havebury will comply with all of 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.

Data Protection

Havebury believes 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 that data as accurate 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.

If you would like to know more about how we process your personal data, please visit www.havebury.com/aboutmydata for more details or call us on 0300 33 00 900 to request for a leaflet with more information.

This Tenants' Handbook will be reviewed and updated regularly. For the latest version please go to www.havebury.com

Tenant Handbook. Do you need a copy in large print, on audio or a translation? To receive this information in large print, on audio or a translation, please call: 0300 3300 900

Podręcznik najemców. Czy potrzebujesz egzemplarza o większym rozmiarze, na nosniku audio lub tłumaczenia? Aby otrzymać te informacje na egzemplarzu o większym rozmiarze, na nosniku audio lub tłumaczenia, zadzwoń: 0300 3300 900

Арендаторов руководство. препятствовать стандарту. Вам нужна копия большого формата, на аудионосителе или перевод? Чтобы получить эту информацию, распечатанную в большом формате, на аудионосителе или ее перевод, звоните: 0300 3300 900

Manual dos inquilinos. Precisa deste documento num formato de impressão maior, em audio ou traduzido? Ligue para o 0300 3300 900 se quiser receber esta informação num formato de impressão maior, em áudio ou traduzido.

Havebury respecting diversity and difference

