



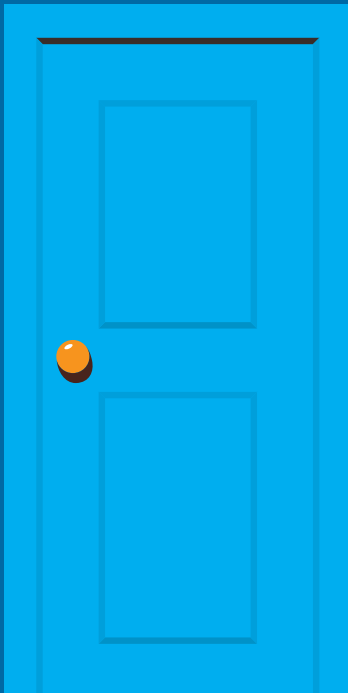
Shian

Housing Association Ltd
Tenants Handbook





welcome



Welcome to Shian Housing Association Ltd (Shian).

This is your Tenants' Handbook which tells you all the basic information you need to know to live in our accommodation. For example, this will help you to understand how to report a repair, enquire about your rights as well as any responsibilities which you should know about. Our staff will be pleased to assist you if you need anything explained. We are here to help. We are grateful that you have chosen Shian for your new home. This Handbook is our commitment to you to provide the highest quality service, and to ensure that you feel you have made the right choice.

Leslie Laniyan

Managing Director

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1. Introduction

About us

Shian was founded in 1989 to provide decent affordable social housing and relevant accompanying services in an effective, efficient and responsive manner. The homes we provide have been funded by public and private money through government grants, bank loans and our own resources. Our work is regulated through a government body called the Homes and Communities Agency (HCA). Our everyday costs such as day-to-day repairs, planned maintenance and management are paid for by the rent we receive from our tenants.

The activities of the Association are overseen by a Board of Members who are ultimately responsible for the affairs of the Association.

Contacting Us

You can contact any member of staff who will be able to help you with any enquiry - from rent to repairs - or offer you further advice.

We can be contacted during normal office hours by telephone on 020 8985 7120 or by calling at our office - Mon, Tues, Thurs & Fri, 9.30am-4.30pm and Wed 12noon-4.30pm at 76 Mare Street, Hackney, London E8 3SG.

You can now view and update your details on www.mytenancy.co.uk

Fairness and Equality

Shian operates an Equal Opportunities Policy, which aims to ensure that discrimination or less favourable treatment does not occur on the grounds of colour, nationality, ethnic origin, gender, sexuality, disability or age.

The policy covers:

- Our Board and our working practices (How the Association is run)
- Our Allocations Policy (Who we provide housing for)
- Recruitment of Staff (Who we employ)
- Our Contractors and Consultants (The companies we work with)

We ask you for personal information to help us monitor the policy. The information is used solely for this purpose, and is not normally disclosed to any third party.

We have a Harassment Policy. A tenant who is found to be harassing their neighbours could face losing their home.

Getting Involved

We are committed to constantly improving the services we offer and believe that involving residents and listening to their views will help us to do this.

There are lots of ways you can get involved and you don't have to attend meetings if you don't want to. Getting involved can mean lots of different things, from filling out a questionnaire to coming along to a residents' day trip. We don't expect you to be out of pocket when you get involved so we will always pay your travel costs and offer childcare or carers' costs if it's appropriate. We also provide free refreshment at meetings.

Service Standards

These are the standards to which all staff at Shian Housing Association work.

If you feel we are breaking our promises, please let us know.

- We will respond quickly and clearly to any letters we receive. If a quick response is not possible, we will send an acknowledgement
- We will answer the phone quickly and be polite, courteous and friendly
- We will pay contractors, suppliers and residents quickly
- We will provide a welcoming and friendly reception area.
- If you have made an appointment, we will see you on time
- We will show identity cards when visiting you. If we are late or unable to meet an appointment, we will let you know
- We will operate an efficient and effective repairs service.
- We will tell you when the repair will be done, and make an appointment
- We will conduct ourselves in a polite, courteous and professional manner
- We will provide details of the way in which complaints are dealt with



- We will consult you on matters that affect you, and seek your opinions on our services
- We will provide relevant information in a clear, plain style to our residents, and those who wish to rent from us
- We will treat all customers who use our services equally, regardless of race, colour, ethnic origin, gender, disability, sexuality or religious beliefs
- We will provide a message taking service for when our office is closed which will include details of our out of hours emergency repairs service
- We will treat all information received in line with the requirements of the Data Protection Act





2. Moving in

Contents Insurance

Shian insures the building you live in: the walls, floors, doors windows fixtures and fittings. We do not insure your possessions, which includes the decoration.

Make sure you find out about contents insurance and get quotes from different companies. Contents insurance will cover you for damage caused by fire, burglary and flooding. It will even cover you if the flooding comes from your neighbour's home.

Make sure you know where the following are:

- Gas meter
- Gas lever to turn gas on/off (next to gas meter)
- Electricity meter
- Electricity fuse box and on/off switch
- Mains water stopcock (usually under the kitchen sink)

If you cannot find any of the above, please contact Shian's Office on 020 8985 7120 and we will try to locate them for you.

Who to Inform When You Move In

It is your responsibility to ensure that the gas and electricity are connected when you move in.

Fuel companies usually need 3-4 days notice to switch the supply back on. You should ask them to read the meters immediately.

If applicable on the first day in, the property a Gas Safe Registered Contractor will call to turn on and test the gas supply, and you will be issued with a Gas Safety Certificate. While there, if you have not been shown how to use the central heating system, he will explain how the boiler and central heating system work.

You will also need to tell the local authority and the local water company that you are moving in. If you do not contact them immediately, you may receive a large bill. Likewise, if there is a telephone in the property, you may want it transferred into your name.

There may be a list of people who will need to know your new address. The list below might help to jog your memory.

You should also consider speaking to the Post Office about re-directing your mail from your previous address:

- Gas supplier
- Electricity supplier
- Water supplier
- Telephone company
- Benefits Agency
- Local council
- Schools
- Doctor
- Dentist
- DVLA
- Bank and/or Building Society
- Credit and store cards
- Catalogue companies
- Friends and family

Keys & Security

We will give you two sets of keys when you move in.

Please look after them. If you lose your keys we will not be responsible for changing the locks and we do not keep a duplicate set. If you want, you can get a spare set cut and leave them with a friend or relative.

You may change the locks on your doors or fit window locks, but you must not fit locks to a front door that leads to anyone else's home without asking us first. We do not permit the fitting of security grilles on windows or doors as they are considered a fire risk.





3. Your rights and responsibilities

Your Tenancy

As a housing association resident you have security of tenure. You cannot be told to leave your home unless we get an order for possession from the courts. You cannot be evicted from your home without a court order.

Before we begin legal action we will make every effort to give you help and advice to try to sort out the problem. If we are going to take legal action we will always give notice of our intention in writing.

As long as you abide by the rules of your tenancy agreement, you are entitled to stay in the property for as long as your tenancy agreement permits. We can only terminate your tenancy by applying for a court order using the reasons or grounds detailed in your tenancy agreement.

These grounds include:

- Non-payment of rent
- Harassing or causing a nuisance to neighbours
- Failing to look after your home
- Carrying out or allowing illegal activities in your home
- Providing false information when you were re-housed.

If you are evicted, Shian will not offer you another property. Eviction will also lead to a County Court Judgement (CCJ), which may make it difficult for you to be re-housed or be given credit.

Joint tenants have equal rights and responsibilities for the tenancy. Both tenants have the same right to stay in the property. One cannot evict the other without a court order. Both are responsible for paying the rent on time.



Your tenancy agreement legally governs the relationship between you and us. It sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord. It is an important legal document. You should have signed two copies when you became a resident: one we keep and the other you should have.

Assured Tenancy (also known as Assured Non-Shorthold)

If you became a Tenant with us between 15 January 1989 and 31st March 2013 you would normally have an Assured Tenancy agreement, unless you live in one of our supported housing schemes where you would normally be given a Licence. As an Assured Tenant you have the greatest security of tenure. This means that you cannot be evicted from your home unless you have broken any of the conditions set out in your agreement, and we have followed a legal eviction procedure to get a court order requiring you to leave.

Starter Tenancies

New tenants, except those who already hold a tenancy with a council or housing association, will be issued with a starter tenancy. This is for one year, although this can be extended for a further six months.

Provided you keep to the terms of the tenancy agreement, the starter tenancy will convert, at the end of the one year term, to a fixed-term tenancy.

Fixed Term Tenancies

A fixed term tenancy is an assured shorthold tenancy (AST) agreement that lasts for a specified period of time. In the last year of the fixed term tenancy we carry out a review to ensure that your home is still suitable to meet your housing needs and that you have met our expectations of fixed term tenants. A new fixed term tenancy can be granted when it comes to an end.

Leaving your home for an extended period

We can agree to special arrangements if you need to be away from home for a period but intend to return. For example, you may have to go into hospital or make an extended visit to friends or family in another country. You must tell us if you expect to be away from your home for more than one month and tell us your reasons for going away and the date of your return, who if anyone will be occupying your home, how the rent will be paid while you are away and how you can be contacted in an emergency.

You are still responsible for paying your rent while you are away.



We may take action to evict anyone living in your home in your absence unless you have informed us first.

If you are likely to be away for more than 12 months we may expect you to give up your home and cannot guarantee to re-house you when you return.

Tenancy Fraud

If you provide false information in order to obtain a tenancy, or if you let out your home and live elsewhere, this is tenancy fraud. If we discover tenancy fraud we will take court action to recover the property and may take action against the tenant under the Fraud Act, including the recovery of proceeds.

We carry out checks to detect fraud, including visiting properties to confirm that the legal occupant is living there. We appreciate your co-operation in these checks. If you are aware of a Shian property that may be sub-let, please let us know.

Assignment

You can assign your tenancy if you wish to exchange with a tenant of another Housing Association or Local Authority. You must first secure the written permission of Shian, which will not be unreasonably withheld. There are other circumstances where your tenancy can be passed on or transferred to someone else.

For example, a court could order you to transfer the tenancy to your husband or wife as part of a divorce or separation settlement.

Succession

If you are the sole tenant and you die, your tenancy can be passed either to your partner, who was living with you at the time of your death or another close relative, who has been living with you for more than twelve months at the time of your death. This is called succession and you can rest assured that we will do all we can to help you in these circumstances. The tenancy agreement can only be passed on through succession once.

Taking in Lodgers

You will need to have written authorisation from Shian if you wish to take in a lodger. You will need to provide us with their name, age and sex and which part of your home they will occupy. You cannot have a lodger if it results in your home becoming overcrowded. Your tenancy agreement tells you how many people are allowed to live in your home. Before deciding to take in a lodger, remember:

- Your welfare and council tax benefits may be affected.
- Your lodger will have no security of tenure.



- You are responsible for the behaviour of your lodger in your home. Your tenancy will be at risk if your lodger causes a nuisance to neighbours or breaks any other of your tenancy conditions.
- You are not allowed to move out of your home and sub-let the premises to somebody else, although you can sublet part of your property.

Pets

If you live in a house or a flat, where your front door opens directly to the outside, you may keep a pet with the written permission of Shian. If you want to keep a dog you will normally need to live on the ground floor and have sole access to a garden which is properly fenced and secure. It is your responsibility to make sure it does not cause a nuisance to neighbours. If we give you permission you must ensure that you keep any animal under control and ensure that it does not foul any shared areas in your building.

We will refuse permission to keep any dog covered by the Dangerous Dogs Act 1991 or any other dog which appears to have been bred for fighting. We can remove our permission if we believe any animal is causing a nuisance or is a danger to other people.

Registered guide dogs for the blind and hearing dogs for the deaf are exempt from these rules.

Common Areas

If your home has common areas shared with other residents you must treat these areas with respect and can help us by reporting any problems.

If we do not provide a cleaning or gardening service (see below) you will be responsible, with your neighbours, for keeping the communal areas clean and tidy.

Any goods left in communal areas may be removed without notice and Shian will not be responsible for any loss incurred. You will be re-charged for the cost of removing these items. Continued failure to remove such items from communal areas for Health and Safety reasons may result in us taking legal action against you.

Estate Services

If you live in a house on an estate or in a flat anywhere you may receive services from us such as cleaning or gardening in common areas. The costs we incur in providing these are recouped through a service charge that you pay with your rent.

The details of the service you should expect to receive are set out as a schedule to your tenancy agreement or you can ask us for details.



Where we provide estate services, your Tenancy Services Officer will inspect the common areas to ensure that the services are being delivered to the required standard.

Car Parking

If you have access to a parking area, you must park in a reasonable manner and not block in other residents or obstruct emergency access routes or bin stores. In the case of allocated parking, you must use your space or garage. If you have been issued with a parking permit, you must display it at all times and abide by any parking regulations.

Shian's parking areas are managed by a parking enforcement contractor and you will be issued with a penalty charge if you do not follow these requirements.

Abandoned or untaxed vehicles will be removed.

Waste and recycling

You must always place your rubbish in the dustbins or containers provided. Rubbish must not be left where it will cause a hazard or attract vermin, for example, in plastic bags stacked up by the waste containers. If you have large items you wish to get rid of, you should contact your local council and ask them about their facilities for bulky waste removal.

Aerials, satellite dishes and cable TV

You must get our written permission before installing satellite or cable TV. We will usually give permission but we need to be sure that the dish or cable will not interfere with other people or damage the property and has been installed properly. If a dish has been installed without our permission, we may ask you to remove, refit or replace it, or meet the cost of our doing so.

If planning consent is needed, we will only give permission if you have obtained written authority from the local authority planning department. If you do not get the proper planning consent you will have to remove the installation.

Fire safety

You must not store petrol, bottled gas, paraffin or other inflammable materials in your home. You must also not store any personal belongings, materials or goods (this includes bicycles, baby buggies etc) in communal areas, stairways or communal cupboards without our specific written permission. Keeping fire escapes and access routes to homes clear is essential for your safety and that of your neighbours.

Pest Management

We will help with the treatment of statutory pests in communal areas. This includes rats, mice and cockroaches.





4. Maintaining your home

Repairs

All requests for repairs, from Monday to Friday between 9:30 am and 4:30 pm, should be reported to our office on 020 8985 7120 or via our website www.mytenancy.co.uk.

Outside of these hours they should be reported on our out of hours emergency service on 0203 701 3533.

When you report a repair to this office you will be given a **Maintenance Request Number, which should be quoted if you have any queries about the repair.**

The timescale for completion of the repair commences from the first moment you report it to Shian. Please refer to the Guidance on Repairs & Responsibilities section for more detailed information on repairs.

Your obligations

We are responsible for most but not all repairs. There are

some repairs that are your responsibility as the resident and this is set out in your tenancy agreement and the guidance we have provided on your repairing obligations.

Decorating your home

You are also responsible for decorations inside your home.

Servicing gas appliances

We are legally required to service all gas appliances that we are responsible for within your home once a year. Examples of this are; boilers, water heaters, and gas fires (if we have fitted them). This is in addition to any repairs you may ask us to carry out if they break down.

A team of qualified engineers carry out these services throughout the year. They will contact you to agree an appointment to carry out the work. You will be issued with a gas-safety certificate to confirm the service has been

Improvements

We have an active improvement programme, which aims to do the necessary work as quickly as the available money allows. We concentrate on improving those properties most in need first. In this way, all our properties will be modernised over time.

Residents likely to be affected are informed and consulted before any work starts. Typical improvements are new central heating systems, replacement windows, bathrooms, kitchens and electrical wiring.

In most cases, you can stay in your home during improvement works. Very occasionally you will be offered alternative accommodation.

Emergency Access

Forced entry without your permission is always a last resort and should only be used in extreme circumstances. For instance where it is necessary to stop water leaks and flooding or in the case of suspected gas leaks or for any other reason where the safety of the occupants is at risk.

We will always attempt to contact you in the first instance by phone or letter depending on the urgency of the situation.

It is therefore imperative that all your contact details are up to date and we have a range of phone numbers we can call you at home, work and mobile, as well as a valid email address.

Gas leaks

If you smell gas, turn off all gas appliances immediately, open windows and put out all naked flames. Turn off the gas supply by turning the handle that is next to your gas meter.

If you smell gas ring the Gas Emergency Service on 0800 111 999.

Gardens

If you have a garden or the use of a garden your tenancy agreement will say whether it is exclusively your own, shared with other residents in the property, or if it is part of the grounds of your estate.

If you have sole access to your garden you are responsible for the upkeep and maintenance of your Fences.

The upkeep and maintenance of your garden is your responsibility. However, we may need to prune trees if there are serious Health and Safety concerns.



Water damage

We are not responsible for the negligent actions of our tenants resulting in water damage from a neighbouring property. For example if your neighbour has fitted a new washing machine and this causes a flood, it is up to you to persuade them to pay for damage to your belongings.

Alternatively, if you have home contents insurance, your insurers may pay. The same applies if your actions result in damage to a neighbour's property.

Condensation and Mould

Please ensure that you ventilate your property by keeping any installed vents open and not drying clothes on radiators.

If your windows have trickle vents, keeping these open will also help to prevent mould.

New Homes

If you have moved into a newly-built or refurbished home, maintenance problems during the first year are the responsibility of the builder, this is called the defects period. The defects period starts from the day Shian takes possession of the keys from the builder, so the exact period may not be twelve months from the date you move in.

During this time, the builder remains liable for any faults or problems with the structure of the building, the communal fixtures and fittings and any faults or structural / mechanical problems inside your home.

If you discover a fault or problem during the defects period, you should report it to Shian on the usual telephone number.





5. Your rent

Rent administration

The way your rent is managed depends on the type of tenancy agreement you have. You will always be given at least four week's notice of any change in your rent and service charge.

Your Tenancy Agreement outlines how often rent is set.

Methods of Payment

Your rent is due every Monday, one week in advance. We offer you a number of ways to pay such as by Direct Debit, Standing Order, Allpay.net, cash and debit or credit card.

How Rents are Set

Rents are set in strict accordance with the formula set by central Government. Please contact us if you require further information on the formula that applies to your home.

What Your Rent Pays For

Shian Housing Association is a not-for-profit organisation. Your rent is used for the following purposes:

- To repair and maintain your home
- To pay our costs in managing your home
- To repay the loans which enabled us to build your home
- To build up funds to improve your home in the future
- To help build new homes
- To pay for other unforeseen events

Benefits

When you sign your tenancy agreement, we will help you to check to see if you may be eligible for any Benefits to assist with your rent payment. We will give you a rough idea of how much rent you will have to pay yourself.

To claim Benefit you must complete your claim online.

The claim will need to be renewed from time to time. Please remember that it is your responsibility to make sure you provide Benefit staff with all the details they require before the deadline they have given to you.

It is also important that you tell your Benefit office and us if your circumstances change.

For example:

- If your household income changes
- If anyone leaves or moves into your home
- If a member of your household turns eighteen years of age

This may affect the amount of benefit you receive.

You are responsible for repaying any arrears arising because of unclaimed Benefit, late claims, or overpayments of Benefit that the council has claimed back. Benefit is usually paid every four weeks in arrears.

Rent Statements

Every six months, you will receive a rent statement showing how much you have paid and how much we have actually received. If you have any questions about your statement, or you would like one sent to you at any other time of year, please let us know.

You should also keep your own record of payments made to us on your rent account. Remember it is your responsibility as a tenant to make sure that your rent is paid.

You can obtain a current rent account balance by texting the word 'bal' to 07535 269269 from your registered mobile number.

www.mytenancy.co.uk

Rent Arrears

We rely on the money we receive from rent payments to enable us to provide services to our tenants. If you have problems paying your rent you must contact us immediately. We will be sympathetic and will be able to help you by:

- Checking that you have applied for all the benefits you are entitled to
- Working with you on better ways to manage your money
- Putting you in touch with a specialist debt advisory service
- Coming to an agreement with you to pay off what is owing in arrears

Wherever possible, we will try to come to an agreement with you to clear your arrears. However, if you keep on getting behind with your rent and fail to keep to your agreement to pay, we will take legal action against you. This could ultimately result in you losing your home. You will incur all legal costs.





Rent arrears can mean losing your home, so they should be treated as a priority debt. Other priority debts include essential services, such as gas, water and electricity. Credit cards and other non-priority debts should be paid only if you have money left over.

It is important that you use your money to pay priority debts first.

Remember

We do not want you to lose your home; we want to help you. Please contact us immediately if you are struggling to pay your rent.

If you are struggling with your rent, don't simply give up the keys: it could affect your rights to being re-housed by the Local Authority. In all cases, you must terminate your tenancy in writing.

Legal Action

The first step in the legal process is when we issue a 'Notice of Seeking Possession'. This gives you four weeks' notice of our intention to apply for a possession hearing at the County Court.

When the notice has expired, we will immediately apply for a hearing, unless:

- You have contacted us and started to repay the arrears
- You have cleared the arrears in full

The Notice will remain in force for one year and if, during the year, you fail to keep to your agreement to pay, we can apply immediately for a court hearing.

Eviction

If you break the terms of the Court Order, and continue to fall behind with your rent, we can apply immediately for a 'Warrant of Execution'. If the warrant is granted, we will attend with a Bailiff to evict you from your home. You will also receive a County Court Judgement (CCJ), which remains on the courts' register for six years. During that time:

- It will be difficult for you to get credit or a loan
- We will not be able to supply you with a reference for other landlords or mortgage lenders
- If you leave owing rent, we will instruct a debt collector to recover the money owing from you.

Court Hearings

If you receive a Court Summons, complete and return the court papers and attend the hearing.

Courts are reluctant to make people homeless but they need information from you about your circumstances to conduct a fair hearing. Hearings are generally dealt with in private. The only people present are you, an Officer from the Association or its Agents, the District Judge and Legal Representatives.

At the Court, we, unless circumstances dictate otherwise, normally apply for a 'Suspended Possession Order'. The judge will usually order you to pay a set amount each week. You must keep up with payments agreed at Court.

The Court Order remains in force until your arrears have been cleared. If you find that you cannot keep up with the payments the Court has ordered, you must contact us. We can agree to vary the Court Order in certain circumstances.

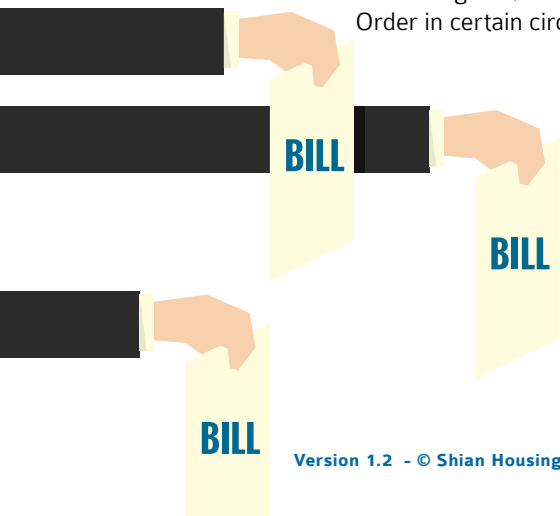
Advice and money management

If you are experiencing delays or difficulties with any benefits you are entitled to please contact us to let us know. If you have any other outstanding debt problems we may be able to help by offering you information and advice. You can also contact Citizens' Advice for help with debt. They give free, confidential advice.

They can help you work out repayments and negotiate with your creditors. Visit their website at www.adviceguide.org.uk National Debtline gives free, confidential advice to help you solve your money problems.

Call 0808 8084000 or visit www.nationaldebtline.co.uk.

Good debt advice can make a big difference when you are struggling with your finances. The Step Change Debt is a charity whose mission is to provide free, expert advice to anyone who requires it. We are an independent charity dedicated to overcoming problem debt. Our advice and solutions services are effective, tailored and importantly, free. This help is accessible immediately by contacting a free online tool, www.stepchange.org, that will help you make sense of your money worries.





6. Consulting residents

Formal Consultation

If we change the way your estate is run, or carry out major refurbishment or improvement works, we will consult you. For example, we will consult you on:

- Demolition or improvement works
- Colours for painting your scheme
- The provision of new services
- Any changes to our working practices

We will always consult when something affects a number of tenants. We always write to you to confirm the outcome of any consultation.

For simple matters we may write, email or text you.

We will provide full and accurate information about the matter and, where appropriate, outlines any options or alternatives. You will have at least 28 days to comment, either in writing or by phone.

We will discuss any queries individually or collectively where requested.

For matters that affect your home, we may also hold a General Meeting. The meetings will be held in an appropriate venue either at, or close to, your home, and at a time that is convenient to most residents. We will tell you about the meeting at least 14 days in advance.

We may bring relevant literature or displays to illustrate the matter in hand. You will have a chance to ask questions and express opinions both during the meeting and, if appropriate, on an individual basis afterwards.

If necessary, we will hold individual meetings. These will supplement letters and/or General Meetings.

The meeting will give you the opportunity to discuss the issue in detail, and how it is likely to affect you personally.

We will write to you following the meeting to confirm what was said and agreed.

If you have ideas for improving your community, such as creating a communal garden or neighbourhood watch schemes, do discuss them with your neighbours and if you need help and advice in putting the idea into practise, contact Shian who will provide guidance and assistance.





7. Being a good neighbour



Good Neighbours

Your responsibility as a tenant is clearly stated in your tenancy agreement. Sometimes it is difficult to avoid disturbing your neighbours, but problems can be avoided if you show consideration. For example:

- Give your neighbours advance warning of a late night party and don't have them regularly
- Try to keep the noise down especially late at night or early in the morning
- Don't dump rubbish and unwanted articles in gardens, yards and on the street. It looks messy and can be a health or fire hazard
- Limit building work or noisy housework to reasonable hours
- Remember that the behaviour of your children and visitors to your home are your responsibility

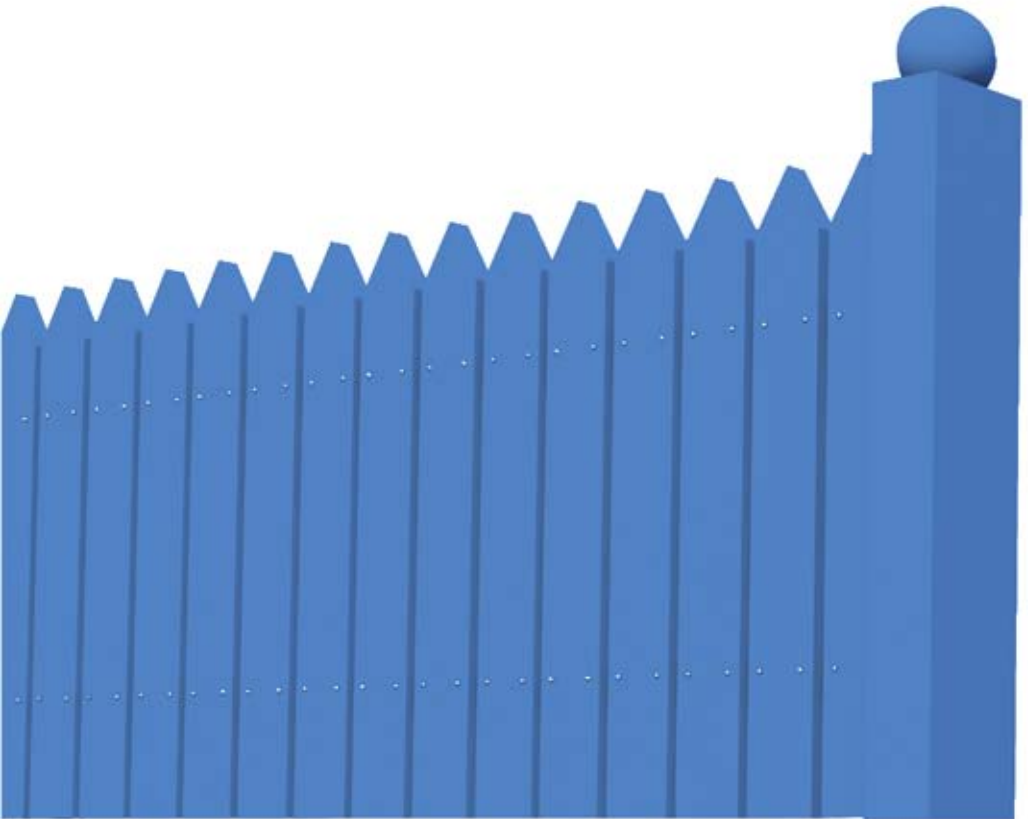
You and your neighbours

Shian supports the initiative introduced by the National Housing Federation called 'In Business for Neighbourhoods'. This initiative encourages vibrant, sustainable communities and the participation of tenants in the well-being of their community. One of the best ways of achieving harmony in the community is by being good neighbours. Here are a few ways to achieve good relations:

- Make sure your wheelie bin is not causing an obstruction or is in the direct line of sight of your neighbour's windows.
- Keep the outside of your house neat and tidy, plants and shrubs are a bonus.
- If you have pets keep them under control and most importantly always remove any mess.



- Keep noise to a minimum, noise can be a major factor in neighbour disputes.
- If you live in an upstairs flat be considerate to your neighbour below, i.e. wear slippers whenever possible
- and try to use washing machines, etc., during the day.
- Avoid confrontations, remember a smile costs you nothing but can enrich someone else's day!





8. Nuisance

What is Nuisance

Nuisance can include:

- Excessive noise, especially late at night
- Nuisance caused by children of tenants or visitors
- Nuisance caused by animals
- Vandalism
- Dumping litter or rubbish
- Rowdy, unruly or threatening behaviour
- Racial or sexual harassment
- Criminal activity

If you are suffering from neighbour nuisance, your first step should be to contact them, explaining the problem. Often, they will not be aware that there is a difficulty and will be happy to change their behaviour.

If this fails, contact us and we will advise you about the best way to deal with the problem.





9. Dealing with anti-social behaviour

Our approach to anti-social behaviour, a summary of our policy and procedure

OUR POLICY

Anti-Social Behaviour is defined as “Conduct which is capable of causing nuisance or annoyance to any person and directly or indirectly relates to or affects the housing management functions of the Association”.

Or

“Conduct which consists of or involves using or threatening to use housing accommodation owned or managed by the Association for an unlawful purpose”.

Examples of Anti-Social Behaviour include:

- Noise nuisance
- Intimidation and harassment
- The fouling of public areas
- Aggressive and threatening language and behaviour

- Actual violence against people and property
- Hate behaviour that targets members of identified groups because of their perceived differences
- Using homes to sell drugs or for other unlawful purposes.

Shian is committed to taking immediate and effective action to deal with anti-social behaviour and will make a distinction between neighbour disputes, nuisance and harassment to enable it to deal properly with each type of case.

Shian will consider a range of options for action in relation to this policy including mediation, referrals to statutory agencies, third party injunctions and enforcement of tenancy conditions.

Preventative measures will be taken by drawing attention to new tenants to the prohibitive clause in their tenancy agreement and publicising successful actions against anti-social tenants in Shian's newsletter. Shian recognises that tenants have the right to the quiet enjoyment of their homes, and will take every reasonable and practical step to uphold that right.

All complaints about anti-social behaviour will be treated seriously and will be investigated in an objective, sensitive, confidential and unbiased manner either via the telephone, in writing or during an interview.

A realistic assessment of each complaint will be made by Shian's staff, identifying whether it is a dispute, nuisance, or harassment. The complaint will be categorised in conjunction with the complainant and a course of action agreed in accordance with the guidance contained within this policy and following consultation with Shian's staff.

Senior Management will become involved in those cases that are deemed to be serious or where legal action is likely to be instigated.

In all cases Shian will advise the complainant of the results of Shian's assessment and the action that Shian will take to try and resolve the matter, any

action the complainant can take or any additional evidence or information the complainant needs to provide to allow Shian to take action to try and resolve the matter.

OUR PROCEDURE

Receiving a complaint about Anti-Social Behaviour

Shian will accept complaints about anti-social behaviour via the telephone, in writing or in person. Shian will acknowledge within two working days of receiving a complaint (or one day where harassment is alleged) and make an appointment to take full details and complete an initial interview form. Shian does not require the complainants to submit their complaint in writing and will accept reports of harassment from a third party acting on behalf of a complainant e.g. Victim Support, Police, Social Services, etc.

The Interview

The complaint will be taken seriously and dealt with objectively, sensitively and sympathetically while maintaining confidentiality. The range of remedies available and the process of dealing with complaints will be explained and the form will be filled in with the complainant and signed by both Shian and the complainant.



The complaint will be categorised in terms of how serious the problem is and an action plan will be agreed.

A joint decision between Shian and the complainant will be made as to when the case will be reviewed and a date fixed.

Ongoing Action

The agreed action plan will be implemented. This may include visiting the second party, liaising with other agencies to confirm alleged incidents, e.g. Police Social Service, Environmental Services or referring the case to mediation, etc.

Review

The complainant will be advised to bring any monitoring/diary sheets to the review meeting. The review meeting will be used to assess what progress, if any, has been made or whether any remedies have been effective. The involvement of other agencies may be discussed and assessed. Any further action will be decided and agreed and a date for the next review meeting made.

Closure

Shian and the complainant will decide at some stage whether the case should be closed, for example if it is resolved or the cause has been removed or stopped or where there is insufficient evidence to proceed or another agency has taken the case on.

When a case is closed the outcome is reported using the ASB register. The closure will not prevent the case being re-opened if necessary.

Harassment and Anti-Discrimination

At Shian we fulfil a need to provide quality affordable housing to all, regardless of race, religion or belief. As part of your tenancy agreement we expect you to treat your neighbours (whether Shian Tenants or not) with dignity and respect regardless of race, religion or belief.

What is harassment?

Harassment is unwanted conduct whether verbal or not, which is of a sexual or racial nature, or other conduct based on someone's marital status and/or disability and/or sexual orientation and/or religious or other philosophical belief.

A single incident can amount to harassment if sufficiently grave. Tenants may not always realise that their behaviour constitutes harassment; they must recognise that what is acceptable to one person may not be acceptable to another. Examples of harassment include:

- insensitive comments, jokes and pranks including name calling.
- any sort of damage to property



- repeated instances of minor harassment acts.
- speculation about a person's private life and or sexual activities.
- threatened or actual violence.
- bullying

Bullying is defined as any form of a physical or verbal attack and/or threat of such, in order to attack or undermine the confidence or ability of another.

What to do if you are the VICTIM of harassment or discrimination

Contact Shian who will be able to take details from you.

If it is a serious incident (e.g. broken window, physical assault) then contact the Police first. If possible, write down the details of what happened, e.g., the time, the description of any people you think were involved, etc. We will arrange a meeting with you to find out what the problem is and to arrange for any repairs to be carried out. We will take action to stamp out harassment or discrimination regardless of whether it has been committed by a Shian Housing tenant or not (see below). We will discuss all available options with you, including notifying the police (if this hasn't been done already) and taking court action to protect you, your family and your belongings.

Court action can include:

- Taking criminal proceedings against those committing the misconduct
- Taking civil proceedings to stop the harassers from approaching you and your family and/ or your house
- Taking civil proceedings to obtain compensation for damaged property

YOU DO NOT HAVE TO PUT UP WITH DISCRIMINATION OR HARASSMENT - however we can only help you if you tell us about it.

If you commit harassment whether against another tenant or not you will be breaking the terms of the tenancy that you have with us **WHICH MAY LEAD TO YOUR EVICTION.** If you are evicted you will not be re-housed by Shian.

However we will only evict in the most serious of cases involving continual harassment, or for a physical assault, or if property has been damaged.

In less serious cases we will try to resolve differences between you and the other party.

Often difficulties come about because of misunderstandings and of ignorance of other peoples' cultures and beliefs. We will work with you to overcome prejudices and misunderstandings **BUT** we will not tolerate any form of harassment or discrimination.







10. How to complain

Stage 1: Frontline Resolution

We have a formal two stage complaints procedure but in the first instance you can express your dissatisfaction by phoning or calling at the office to talk to our staff about what is worrying you. It often happens that a problem can be sorted out this way and we will attempt to deal with your concerns within 5 working days. (For internal monitoring purposes, a Complaint Recording form will be completed by staff).

Formal Complaints

This is what to do if you have a formal complaint.

Stage 2: Local Investigation

Please write to Shian. Explain what your complaint is and if you can, say what you think needs to be done to put things right. A member of Senior

Management Team (SMT) will investigate your complaint and will try to send you a reply within 10 working days. They might need to speak to you first to get more information.

Stage 3: Internal Review

If you are not happy with the answer, you can ask for the complaint to be looked at by the Board. You must ask for this within 28 days of getting the letter from the SMT. They will look at your complaint as soon as they can and they will tell you their decision within 20 days of looking at it.

Designated Person

If you remain unhappy following the decision of the Board you can ask for the complaint to be looked at by a designated person. This could be a Tenant Panel, local councillor or MP.

They have the option of referring your complaint to the Housing Association Ombudsman if they are unable to resolve it with us on your behalf.

Independent Housing Ombudsman

If you are dissatisfied with the handling of your complaint under our procedure, you may ask the Housing Association Ombudsman to investigate and can refer your complaint directly to this service once eight weeks has elapsed following the completion of Shian's internal complaints process.

Independent Housing Ombudsman, 81 Aldwych, London, WC2B 4HN

Telephone: 020 7421 3800

Minicom: 020 7404 7092

The Ombudsman will seek to resolve complaints of tenants or applicants once the Association's own procedures have been exhausted. This is a free service.

Complaints

You can complain about anything, such as:

- If appointments are not kept
- If repairs are completed poorly
- If gardens are overgrown
- If you do not like the attitude of our staff

- If cleaning is of a poor standard
- If contractors miss appointments

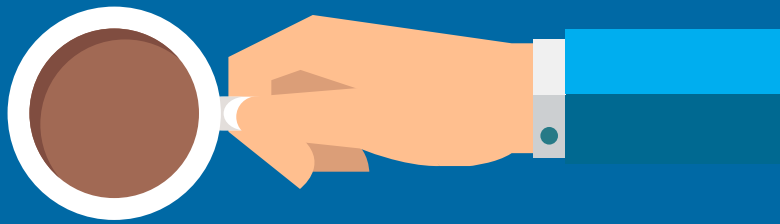
If you feel that Shian's procedures are too difficult, or taking too long, the Ombudsman may accept your case earlier. You can also seek advice from Housing Aid Centres, the Homes & Community Agency, your local MP or Councillor, Citizens Advice Bureau or Law Centres.

Compensation Policy

We recognise that all customers have a right to expect a specified standard of service from Shian. Compensation may be claimable, when Shian fails to meet those standards. With specific regard to tenants, this will include any loss or damage to their personal belongings, where such loss or damage was caused by Shian's failure to act within stated timescales or by its negligence, or that of its agents. Where no loss or damage is alleged, but where inconvenience has been caused a fixed sum may be claimable to compensate tenants.

Any claims for compensation should be made in writing within 28 days of the loss, damage or inconvenience and will be dealt with by Shian within 21 days. Our Policy is to pay compensation whenever the law obliges us to do so.





11. Extra help you may need

Domestic abuse

Don't put up with it. If you think you may be experiencing domestic violence please contact us for advice. There are laws to protect you and people who can deal confidentially with your case. Domestic abuse is an act of violence and abuse that happens within the home. It is defined as abuse by one, or both partners within an intimate relationship. Domestic abuse can include verbal and mental abuse as well as physical violence and threats of violence. If you think you may be experiencing domestic violence you should contact us and the police. You can also get help from Women's Aid, Victim Support or Citizens Advice.

Getting extra support

We recognise that some residents require more support. Our staff will help you get the support you need to enable you to live as independently as possible. Depending on where you live, we can either put you in touch with the local authority support team or other specialist agencies.

Help for people with a disability

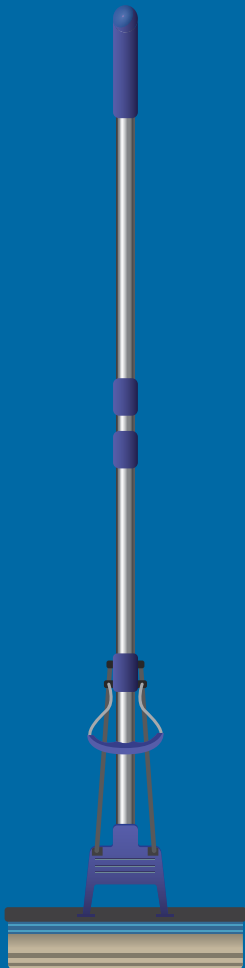
If you or a member of your household has a disability we may be able to offer help, this may involve installing special equipment to aid mobility or adaptations to ensure you can use your home.

If your home cannot be adapted we may be able to arrange for a transfer to a more suitable property.

When You Leave



12. Moving Home



If you decide to leave your home, you must tell us four weeks in advance. We will contact you to arrange the handover of your keys.

If you do not return your keys, you may be charged for replacement locks.

During the four week notice period, you may be asked to let prospective tenants in to view the property or contractors in to do work. We will always contact you before we send somebody round.

Before you leave, you should remember to:

- make sure your rent is up-to-date
- make sure no-one else is left living in the property
- carry out any repairs that are your responsibility
- make sure the property is clean and tidy: if you leave a lot of things, we may have to charge you for their removal

- Inform the council that you are leaving: Use the same checklist as for moving in to remind you who needs to know you have moved
- take all your furniture and belongings. We will not be responsible for them if you leave them behind and will have to dispose of them
- tell the benefits office about your move if you claim benefit
- let the gas, electrical, phone and water companies know you are moving, but do not have the supply disconnected.

If you do not end your tenancy properly, we will trace you at your new address and charge you for:

- rent that has not been paid
- repairs that are your responsibility
- costs incurred removing rubbish, belongings or cleaning your flat/house.

You must return a full set of keys including communal door keys or fobs, to the office on the day you move out. If not, the locks will be changed and we will charge you for the work and further rent.

Transfers

We recognise that people's circumstances change and sometimes they need to move. If you would like to apply for a transfer, please contact our office. Your request will be placed on a list, which contains other transfer applicants. You must have been a tenant with us for more than 12 months before we will accept your request for a transfer. We do not normally accept applications from people who have broken their tenancy agreement.

You can also apply to join your local council Housing Register where your needs will be assessed in accordance with the council's policies. They will also give you advice about other options.

Mutual Exchanges

An alternative to a transfer is an exchange with another tenant. Our tenants can subscribe to Homeswapper and can register for free.

The website address is www.homeswapper.co.uk.

The other tenant may be housed with Shian or another housing association or council. When you exchange, you

simply swap homes with the other person. This is usually called 'mutual exchange'.

First you must find someone to swap with. Before the exchange can go ahead, you need our permission in writing. We cannot unreasonably withhold your right to exchange. We may not allow you to exchange in the following circumstances:

- If you or the person you intend to exchange with are in rent arrears
- If you or the person you intend to exchange with have been given a court order for breaching your tenancy agreement
- If the home you are leaving is too big or too small for the person or family you intend to exchange with.

When you exchange with another tenant, you 'assign' your tenancy to them.

A tenancy can only be 'assigned' once.

Right to Acquire

Residents whose properties were built with social housing grant after 1st April 1997 may be eligible for Right to Acquire. This provides for a discount on the purchase price if you wish to buy the home you are renting from us. Contact us for more detail of this scheme. You will only be eligible if you have a fully clear rent account.







13. Useful contacts

www.nationaldebtline.co.uk

07717 726 279

Age Concern

0208 765 7200

www.ace.org.uk

Boiler, Hot Water and Central Heating Repairs

MCP Property Services

0333 320 7380

Help the Aged Freephone

0808 800 6565

www.helptheaged.org.uk

Gas

Gas Escape - 24 hours

0800 111 999

Find Out Your Gas Supplier

0870 608 1524

Citizens Advice Bureau

www.nacab.org.uk

www.adviceguide.org.uk

Emergency Repairs

(out of hours):





Our office is open:

Monday	9:30am - 4:30pm
Tuesday	9:30am - 4:30pm
Wednesday	12noon - 4:30pm
Thursday	9:30am - 4:30pm
Friday	9:30am - 4:30pm

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SMS: 07535 269 269
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Twitter: [#shianha](https://twitter.com/shianha)
Skype: [shianha](https://www.skype.com/name/shianha)
www.mytenancy.co.uk