

*Moray Housing Partnership*



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# Tenants Handbook



إذا لم تكن اللغة الإنجليزية هي لغتك الأولى وكنت بحاجة إلى أن يتم ترجمتها إلى إحدى اللغات التالية  
نرجوا منك الاتصال بشركة أسكان موراي Moray Housing Partnership على الرقم  
**(01343) 543210**

بنغلاديشية أوردو؛ صينية؛ بولونية؛ عربية؛ جوجراتية

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電話 **(01343) 543210**

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تو براہ مہربانی مورے ہاؤسنگ پارٹنرشپ سے ٹیلیفون نمبر **(01343) 543210** پر رابطہ کریں۔

بنگالی؛ اُردو؛ چائیتیز؛ پولش؛ عربی۔؛ گجراتی



# Introduction

## Welcome to The Moray Housing Partnership Ltd

This Handbook reflects the changes brought about by the Housing (Scotland) Act 2001. If you are reading this as a new tenant, a particularly warm welcome to Moray Housing Partnership.

The Handbook is available on audiotape and copies can, on request, also be made available in large print or in different languages. To request your copy in a different format please contact your Housing Officer.

The Handbook tells you about Moray Housing Partnership and the services provided. It also tells you about your rights and responsibilities as a tenant. In addition, some more general information and practical advice is included which we hope will be of interest and value to you. The Handbook gives you information on how, where and when you can contact members of staff for more information or to discuss a particular issue. Equally, if you have any suggestions about how we can further improve the quality of our services or information to you we would be pleased to hear from you.

We hope you will find the publication helpful, interesting and easy to use.



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# Section 1

## **How to contact us**



# Section 1

## How to contact us

If you have any questions about your tenancy or there is something that you want to tell us, please contact us at our office in Elgin.

Moray Housing Partnership  
14 - 16 Commerce Street  
Elgin  
IV30 1BS

Our phone number is: **(01343) 543210**

Our fax number is: **(01343) 569077**

**Our e-mail address is:** [enquiries@morayhousingpartnership.org.uk](mailto:enquiries@morayhousingpartnership.org.uk)

web-site: [www.morayhousingpartnership.org.uk](http://www.morayhousingpartnership.org.uk)

Our office opening hours are: -

Monday	9am – 1pm and 2pm - 5pm
Tuesday	9am – 1pm and 2pm - 5pm
Wednesday	9am – 1pm and 2pm – 5pm
Thursday	9am – 1pm and 2pm – 5pm
Friday	9am – 1pm

***Out of Hours Emergency Repairs can be contacted on 08457 565656 after 5pm or before 9am during the working week, weekends and Public Holidays.***

***Out of Hours Gas heating/Gas hot water emergency repairs please telephone Heatcare on (01343) 545005 (after 4.30pm or before 9am during the working week, weekends and Public Holidays.)***



# Section 2

## **Who we are**



# Section 2

## Who we are

### 2.1 Moray Housing Partnership

Moray Housing Partnership is a Housing Association and your landlord. It was established in 2000. From our base in Elgin, we work in partnership with local communities and other services to provide a wide range of affordable and secure quality housing for those in need. We have charitable status and are registered with Communities Scotland. This means that the Partnership has to operate within rules set down by the Scottish Executive and is subject to regular external inspection. For you, this offers guarantees about the minimum standards of service offered by the Partnership, how the Partnership is managed and the opportunities for you to become involved.

### 2.2 Structure of Moray Housing Partnership

We are managed by a Management Committee of up to eighteen (including co-optees), people from the Moray area who are shareholding members of MHP. Within this number there are three categories of representation i.e.

- Nominees from The Moray Council
- Nominees from the Moray community.
- Nominees from tenants of MHP
- Nominees from Area Tenant Boards

The Management Committee is elected annually from the membership of the Association and meets regularly to make policy changes and monitor progress.

### 2.3 Membership of Moray Housing Partnership

It is easy to become a member of the Association. All of the details and a simple application form are available from our office. Becoming a member only costs £1. This entitles you to vote at the Annual General Meeting and stand for election to the management committee. This would allow you to contribute to ensuring that tenants' views are included in the decisions which the committee makes. Once your application has been approved by the management committee, you will get a share certificate confirming your membership.

## **2.4 Tenant Consultation**

We will consult all of you about any major policy changes, which will affect you, and we will take account of your views before we make any changes. We may consult you by:

- letter explaining the proposal;
- home visits;
- tenants' meeting;
- information in our newsletter; and by
- surveys, etc.

## **2.5 How you can get involved**

One way of getting involved is by setting up a tenants/residents group. There are lots of reasons for doing this. A few of the main reasons are:

- To manage the issues that affect the majority of people in your community such as repairs, housing services, upkeep of communal areas and refurbishment of properties.
- To apply pressure to make changes.
- To have a formal structured means of communicating with us in order to influence decisions that affect your lives and homes.

*For more information, contact your Housing Officer.*

### **2.5.1 Registering your interest**

If you do not want to get involved in formal Tenants' Groups but do want to have access to what and how we make decisions we hold a Register of Interest at our offices. This Register lists all those individual tenants who want to express their views on particular aspects of our work or who have told us that they want to be consulted. A register of interest form is available on request from our office.

## **2.6 Access to Information**

If you ask, we will give you information about: -

- The terms of your tenancy;
- Repairs and maintenance;
- Our policy and procedures;
- Admission to our housing list; and
- How we allocate houses.

Under the Data Protection Act 1998, you have the right to see information we hold about you and your household, unless the information has been supplied by a person or organisation which insists it remains confidential. You can ask us to change it, if you can show that any information we hold is not accurate. If you want access to your file or want more information, please contact your Housing Officer.

## **2.7 Confidentiality**

As part of our code of conduct, all Moray Housing Partnership staff are aware of the importance of confidentiality. We will not give anyone information held about you unless they have a right by law to have it

## **2.8 Policies**

All of our policies are available free of charge and are available in different formats and languages, as required. If you want a copy of a policy, please contact us. For example: The repairs policy; The Allocation Policy; or The Rent Arrears Policy.

## **2.9 Equal Opportunities**

We are an Equal Opportunities Organisation. This applies to all areas of our work. It means that no person or group of persons applying for housing will be treated less favourably than any other because of their race, colour, ethnic or national origin, or because of their religion, sex, sexuality, physical disability, mental health problem, appearance, marital status, or age.



# Section 3

# **Your rights and responsibilities**



## Section 3

### Your rights and responsibilities

#### 3.1 General

At the start of your tenancy, you will have signed a Tenancy Agreement. This Agreement is a contract between us (the Moray Housing Partnership Ltd) and you. The agreement identifies your rights and responsibilities, as well as ours. By signing this agreement, you have become what the law calls a 'secure tenant'. This means that we cannot take your tenancy from you unless we have 'grounds for possession' as stated in the Housing (Scotland Act) 2001.

Details of your rights and responsibilities are fully explained in your Scottish Secure Tenancy Agreement, but in general these are as follows.

- **Use as your main home**

You must move into your house, furnish it and use it as your only or main home.

- **Members of your family**

You are entitled to have members of your family living in the house with you, as long as this does not lead to overcrowding. When we ask, you should tell us who is living in the house. You should tell us as soon as there is any change in the people who are living in your house.

- **Prevent damage**

You and the people living with you or visiting you must take reasonable care to prevent damage. This includes damage to the house, its decoration, any furniture we have provided, fixtures and fittings such as doors, all shared areas (such as hall entrances) and your neighbour's property. This could mean that before leaving your house unoccupied for any length of time, you must check carefully that there is no risk of damage from fire, water or gas supplies.

### **3.2 Your responsibilities**

- You must pay your rent **in advance**;
- You must not annoy others in your neighbourhood;
- You must report any damage or repairs to us. If you have a garden, you must keep it neat and tidy;
- If you share areas (for example, shared drying greens), you must keep them clean and tidy; and
- You must ask our permission to keep a pet and you must keep it under control.
- You must allow us or our contractor access to your property to carry out Annual Gas Safety Checks. Failure to do so may result in court action to obtain access.

### **3.3 Your rights**

- You can have a joint tenancy with one or more people, as long as you get our permission in writing;
- You can assign (transfer) or sublet your house with our permission. Similarly, you can take in lodgers with our permission;
- You can get certain urgent repairs done quickly and at no cost to you under the 'Right to Repair' scheme;
- You can carry out improvements to your home with our permission. In certain circumstances you may be entitled to compensation for these improvements; and
- You can exchange your property for another, as long as you get our permission in writing.

# Section 4

# **Repairs and Maintenance**



## Section 4

### Repairs and Maintenance

#### 4.1 How you can report a repair

You can report repairs:

- by phone;
- by visiting our office;
- by e-mail;
- by letter;
- through someone else on your behalf.

#### 4.2 Help us to help you

When you report a repair please give us the following information:

- Your name;
- Your address;
- A contact phone number;
- Full details of the repair; and
- The times when it is convenient for our maintenance staff or a work person to call.

#### 4.3 New Houses

If you are the first tenant of a new property, repair requests in the first year will be passed to the contractors who built your house. They must carry out repairs due to building defects during that period. Urgent requests will be dealt with at the time of reporting. Repairs which are not a result of defects will be carried out by our maintenance contractors.

#### 4.4 Repair Priorities

We try to deal with repairs quickly. Sometimes there are circumstances that prevent an early response such as extremely bad weather when maintenance contractors are exceptionally busy. We aim to do the work within the following time scales.

<b>Type of Response</b>	<b>Timescale</b>
Emergency	Within two hours
Priority	Within 3 days
Routine	Within 15 days

### **Emergency - 24-hour response**

These are repairs where a delay is likely to result in danger or injury to people and/or serious damage to the property. Emergency call out workers will normally make your home safe and arrange for full and proper repairs to be undertaken during normal working hours. The types of work include:

Burst water pipes	Gas leak
Severe storm damage	Broken window, door or lock
Unsafe electrical fittings	Flooding
Loss of water supply	Loss of electricity supply

### **Priority - 3 day response**

These are repairs, which significantly affect your home, or your comfort or convenience. The list includes:

Partial loss of electrical power	Blocked sink, bath or basin
Minor electrical faults	Partial loss of water supply
Leaking roofs	Loose or detached banister or hand rail

## **Routine - 15 day response**

These include less urgent repairs that can wait a short time before being dealt with. The list includes:

Repairs to walls, fences and paths	Repairs to plaster work
Repairs to doors, window and floors	Repairs to roof slates and tiles

### **4.5 Whose responsibility is it?**

Your tenancy agreement gives details of the items that we will repair and maintain. These include the structure and exterior of your home, drains, gutters and external pipes, gas and plumbing systems, baths, sinks and toilet, and the heating and hot water supply equipment.

We will repair damage to our property caused by storms, flooding, fire, break-in or vandalism. In the case of the last two examples, you must report the damage immediately to the Police as well as to us, so that an insurance claim can be made to cover the cost of the repair.

In some instances you may be charged for a repair - these are known as "rechargeable repairs".

#### **A rechargeable repair is a repair that:**

- is your responsibility ;
- is needed to repair damage to the property that is a result of deliberate damage, neglect, misuse, or abuse by you, your family or visitors to your property; or
- is needed when you move out of the house to bring it up to an acceptable standard, which is your responsibility.

We will **charge you** for a repair if any of these apply.

- When an item is rechargeable, we will let you know at the time you report the repair;
- We will tell you the estimated cost of carrying out the repair; and
- We will give you the option of carrying out the repair yourself or getting us to carry it out for you.

The following table outlines both our and your responsibility for repairs and maintenance in your home.

<b>BATHROOM</b>	<b>Us</b>	<b>You</b>
Bath	✓	
Shower unit (if we fitted it)	✓	
Shower unit (if you fitted it)		✓
Toilet pan	✓	
Toilet seat		✓
Washbasin	✓	
<b>CENTRAL HEATING</b>	<b>Us</b>	<b>You</b>
Chimney and flue (the structure)	✓	
All gas-fired central heating (if we have fitted it)	✓	
Heating systems you have fitted if there is a problem during the first 12 months from the date you fitted them		✓
Heating systems you have fitted if there is a problem after 12 months from the date of you fitting them	✓	
<b>DOORS</b>	<b>Us</b>	<b>You</b>
External doors, including handles, locks and glass (if you have not damaged them)	✓	
Internal doors, including handles, locks and glass (if you have not damaged them)	✓	
Lost keys		✓
Door bell		✓
Security chains (if we have not fitted them)		✓
Draught excluders and draught strips to external doors only	✓	

<b>ELECTRICAL</b>	<b>Us</b>	<b>You</b>
Shared TV aerials	✓	
Immersion heater	✓	
Light fittings we have installed	✓	
Extractor fans	✓	
Smoke alarms	✓	
Carbon-monoxide detectors	✓	
Power sockets	✓	
Light switches	✓	
Light pendant	✓	
Shared hall and stair lighting	✓	
Individual TV aerials and aerial outlets		✓
Electric fires (if you have fitted them)		✓
Plugs and fuses		✓
Fluorescent light tubes		✓
Outside lights to the front and back of the house (if we have fitted them)	✓	
<b>KITCHENS</b>	<b>Us</b>	<b>You</b>
Cooker		✓
Cooker socket	✓	
Kitchen units	✓	
Sink bowl and drainer	✓	
<b>PLUMBING</b>	<b>Us</b>	<b>You</b>
Drains blocked outside	✓	
Drains blocked inside	✓	
Cold-water supply and storage tank	✓	
Rainwater pipes and gutters	✓	
Hot-water supply and storage tank	✓	
Sink plug and chains		✓
Blocked sink (if you have caused it)		✓
Blocked toilet (if you have caused it)		✓

<b>STRUCTURE</b>	<b>Us</b>	<b>You</b>
Ceilings and walls	✓	
Damp-proof course	✓	
Floors (not carpets, vinyl or other floor coverings)	✓	
Outside woodwork	✓	
Roughcast to outside walls	✓	
Staircases inside	✓	
Entrance steps	✓	
Roof structure and covering	✓	
<b>WINDOWS</b>	<b>Us</b>	<b>You</b>
Catches on windows, including double-glazing units (if you have not damaged them)	✓	
Window sills	✓	
Window ironmongery (locks, handles, hinges and so on)	✓	
Window frames (timber and PVC)	✓	
<b>MISCELLANEOUS</b>	<b>Us</b>	<b>You</b>
Clothes poles and rotary dryers	✓	
Outside decoration	✓	
Fencing (if we have put it up)	✓	
Paths (if we have fitted them)	✓	
Garages (if we have provided them)	✓	
Clothes lines and cords		✓
Minor infestation of pests		✓
Your own sheds, garages and fences		✓
Any alteration or improvement you have carried out to the property		✓

## 4.6 Right to Repair

The ‘right to repair’ scheme allows you to have certain small repairs (called ‘qualifying repairs’) carried out within a maximum time set by the Scottish Executive. When you report a qualifying repair, we will explain your rights under the scheme and will let you know the maximum time allowed to carry out the repair. We will give you information about the scheme each year. We will also give you a list of the contractors who are prepared to carry out the repair if we fail to do it. If this is necessary we can make the necessary arrangement, however you are entitled to contact the second Contractor directly if you wish. The second Contractor must let us know if they are taking over the responsibility for the repair.

Qualifying repairs and their required response times are shown below.

<b>Qualifying repair</b>	<b>working days</b>
blocked flue to open fire or boiler	one
blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	one
blocked sink, bath or drain	one
insecure external window, door or lock	one

<b>Qualifying repair</b>	<b>working days</b>
significant leaks or flooding from water or heating pipes, tanks or cisterns	one
loss or partial loss of gas supply	one
loss or partial loss of space or water heating where no alternative heating is available	one

<b>Qualifying repair</b>	<b>working days</b>
toilet not flushing where there is no other toilet in the house	one
unsafe power or lighting socket, or electrical fitting water supply	one
total loss of water supply	one
partial loss of water supply	three
loose or detached banister or handrail	three
unsafe timber flooring or stair treads	three
mechanical extractor fan in internal kitchen or bathroom not working	seven

If these response times are not achieved, you may be paid compensation. The amount of compensation is £15 plus £3 for every extra working day it takes to complete the repair after the date originally set. The maximum amount of compensation is limited to £100 for any one repair. Compensation may not always be paid. For example, when circumstances are outwith our control that prevent the repair being carried out in time.

#### **4.7 Compensation for Improvements**

You have the right to carry out improvements to your home, but you must get our permission first. We will not give you permission to make alterations that may make your home less safe or will reduce its value. We will ask that all work is carried out to a proper standard. In some cases you may need to get planning permission from the Council.

Before you end your tenancy, you may be entitled to compensation for any improvements you have carried out. To qualify for compensation, we must have given you our permission in writing for the improvement and your tenancy must have ended. To claim compensation, you must write to us within 28 days before your tenancy ends, and no later than 21 days after that date. We will need:

- to know what improvements you have made;
- proof of how much each improvement cost; and
- the date the improvements were started and finished.

You can receive up to £4000 for each improvement. However, we will not pay compensation for an improvement if we work out the amount of compensation to be less than £100.

**(4.7 cont'd) Examples**

Bath or shower	Sound insulation	Draught-proofing outside doors or windows
Fitting mechanical ventilation in bathrooms and kitchens	Security measures other than burglar alarms	Double glazing, replacing another window outside or secondary glazing
Loft insulation	Space or water heating	Work surfaces for preparing food

**4.8 Some common problems – how you can help**

**4.8.1 Frost Damage**

To avoid the danger of pipes becoming frozen and then bursting, ensure that your home is kept warm in cold weather. If you are going away from home in winter, you should leave your central heating on at the lowest setting. If you do not want to do this, you should turn off your water supply at the stop valve and turn the taps on to drain off the water from the system. If you have water-filled radiators, you should arrange for us to drain these down. You should know where the stopcock of the cold water supply is. It is normally below the kitchen sink or at floor level in the bathroom. This allows you to turn off the water in an emergency.

### 4.8.2 Condensation

Condensation is dampness caused by hot/warm wet air (i.e. steam) settling as water on walls and other cold surfaces. A certain amount of condensation in any home is unavoidable, even after refurbishment of your home, especially in bathrooms and kitchens. If it spreads around your home it can be very unpleasant, causing mould which smells, can damage decoration and woodwork and which may even damage your health if not dealt with.

You can reduce condensation by:-

- Not leaving kettles or saucepans boiling;
- Shutting the kitchen or bathroom door and opening a window whenever you are doing something in those rooms that causes a lot of steam;
- Wiping over steamed up windows before the water runs between the glass and frame or onto the sill;
- Ventilating your home (open all air vents); and
- Not drying clothes on radiators.
- Ensuring that tumble driers have condensers or are vented through an outside wall.

If you get black mould growth around your home it can usually be washed off using hot water and household bleach. If you are having problems caused by damp or condensation please tell us as soon as possible.

### 4.8.3 Fuses and Circuit Breakers

If more than one light or electrical appliance fails at once, a fuse in the main circuit may have blown. This may be because you have been using a faulty piece of equipment, or have overloaded a socket, or simply because a bulb has blown. If you do not know how to re-set a main fuse, you should call us.

Most of our properties are fitted with a circuit-breaker fuse system. If a circuit becomes overloaded, a switch in the fuse box is tripped and the electrical circuit is broken. Check all electrical appliances to look for the cause of the fuse tripping. Once you have found and corrected the cause of the overloading, reset the switch to reconnect

the circuit. If the switch is tripped again, and you are unable to locate the cause, please inform us. You will find information on your consumer control unit and how it operates on the wall next to the consumer control unit.

#### 4.8.4 **Smoke Alarms**

All of our properties are fitted with a smoke alarm. This will give you an early warning by making a loud noise if fire breaks out. We can give a different type of alarm if you have hearing difficulties - please ask your Housing Officer for details.

You should not:

- Disconnect your alarm;
- Move it; or
- Remove the battery (unless replacing it with a new one).

Check your alarm at least once a month to make sure it is working properly. You can do this by pressing or holding the test button until the alarm sounds. Many of our properties now have mains powered alarms. These do not require battery replacement. However, many are also fitted with battery back ups. These should have the battery changed once a year or when the battery "chirps". If you are over retirement age or have a physical disability you may wish to register with us so that we renew your smoke alarm batteries each year.

## 4.9 **What to do in an emergency**

### 4.9.1 **Gas**

If you smell gas:

- **Don't** turn electric switches on or off, sparks risk explosion;
- **Don't** smoke;
- **Don't** use a naked flame;
- Do turn off the gas supply at the meter;
- Do open doors and windows to get rid of the gas; and
- **Call Scottish Gas immediately on 0800 111 999 (this call is free).**

#### **4.9.2 Water**

If you have a burst pipe or blocked drain, or if the water supply fails, phone us immediately at the office or if out of office hours using the emergency number 08457 565656. Be sure that you know the location of your stop valve, so that you can turn off the water supply if necessary.

#### **4.9.3 Electricity**

If your electricity fails and it is not due to a tripped fuse or circuit breaker then it is probably a power cut. If this happens phone Scottish Power on 0845 2727 999

#### **4.10 Decoration**

We will regularly decorate the outside of your home, and any staircases, corridors or communal hallways in blocks of flats at regular intervals. If you want to decorate the outside of your home, you must get our permission first. You are responsible for the internal decoration of your home.

#### **4.11 Attic Space**

No items should be stored in your attic, as this space acts as the lungs of your property. Storing items in this space can reduce airflow and encourage mould growth, and disturb insulation materials which can create hazardous dust particles.

#### **4.12 Structure - Floors**

If a contractor requires access through your floor to carry out a repair you will either have to lift your floor covering (whether this is carpet, vinyl or laminate flooring) or sign a disclaimer form before the repair is carried out. Moray Housing Partnership is not responsible for damage caused to these floor coverings during the execution of the repair works, (negligence excepted).

#### **4.13 Estate Assistant**

We aim to provide a service to you which enables you to have quiet enjoyment of your home in a safe and secure environment that you can take pride in. In order to meet this commitment, MHP employs an Estate Assistant who takes a pro-active role in ensuring that the housing schemes are safe, clean, tidy and litter free.

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The Estate Assistant will carry out all minor repairs reported by you and thoroughly inspect all estates on a weekly basis to ensure they are kept to a high standard of tidiness. The Estate Assistant will report to the Repairs Assistant and the Maintenance Officer on a daily basis for any repairs required in the specific areas in which he covers each day.

### **WEEKLY ESTATE VISIT**

The Estates visited on a weekly basis are as follows:

<b><u>MONDAY</u></b>	Elgin	Logan Court, Bremner Drive, Leslie Place, Pinefield Crescent, Calcots Crescent & McMillan Avenue
	Garmouth	The Sidings
<b><u>TUESDAY</u></b>	Keith	Nelson Circle, Nelson Court & Nelson Brae
	Dufftown	Kininvie Court
<b><u>WEDNESDAY</u></b>	Portgordon	Tannachy Terrace
	Buckie	Meadows View & The Meadows
	Findochty	Old School Court
<b><u>THURSDAY</u></b>	Burghead	Sigurd Street & Cromarty View
	Forres	Califer Road & Drumine Road
<b><u>FRIDAY</u></b>	Elgin	Pinegrove
	Return to any Sites if required	

Weekly Estate visits should include the following:

- Regular tidying and cleaning of common areas, including stairwells, external pathways, garden areas, amenity areas etc.;
- Monitoring tenants gardens and informing Housing staff if grass is too long and the area is untidy
- Inspection and cleaning of internal communal lighting, reporting any damage to the Repairs Assistant
- Remove any graffiti or report large areas requiring specialist treatment to the Repairs Assistant and the relevant Housing Officer
- Remove any litter from the estate
- Report any dog fouling and dispose of same
- Report any repairs to the Repairs Assistant
- Investigate any vehicles which may have been abandoned, advising the Housing Officer
- Check all MHP play areas are safe, clean and free from any foreign objects which could cause children harm and report any repairs required
- Monitor car parking and make sure cars are parked safely in the appropriate parking spaces
- Report any excessive fly tipping so the items can be removed by Environmental Services
- Inspect all MHP fencing for any damages and repair if necessary

# Section 5

## **The rent for your home**



# Section 5

## The rent for your home

### 5.1 Rent

Rents are set in accordance with our Rent Setting Policy and agreed by our Committee of Management. If you would like a copy, please let us know. Rents are set taking account of

- how affordable they are;
- how they compare with other similar housing providers;  
and
- the cost of maintaining and managing our properties.

Rents are reviewed annually. We will give you one month's notice in writing of changes.

### 5.2 How to pay your rent

You must pay your rent monthly and in advance. However in certain circumstances you can arrange to pay your rent weekly. For more information, contact your Housing Officer. A range of methods of payment are provided which include:

Your Housing Benefit award being paid directly to us

Monthly Direct Debit

At a Post Office by Allpay Card

or online at [www.allpay.net](http://www.allpay.net)

or [www.morayhousingpartnership.org.uk](http://www.morayhousingpartnership.org.uk)

### 5.3 Service Charge

A charge is made for any services provided over and above those covered by your rent. For example, ground maintenance and common amenity areas. These services are itemised on your Tenancy Agreement. We will give you one month's notice in writing if the service charge is to be changed.

## **5.4 How to get help with paying your rent**

If you are on a low income, you may be entitled to Housing Benefit to help pay your rent. If you are on any benefits, including pensions, or are on a low wage you may get a contribution paid towards your rent. For more information on Housing Benefit and an application form, contact The Moray Council Revenues Section on 01343 563456. Or you may want to contact a Welfare Rights Advisor at The Moray Council on 01343 563421. Welfare Rights Advisors can help you in applying for all the benefits that you may be entitled to.

Any delay in applying for Housing Benefit may mean a loss of benefit. Housing Benefit is paid directly to us. It is important that you reply to all correspondence from the Revenues Section and inform them of any changes in your circumstances, or you risk losing your benefit.

For more information about Housing Benefit, contact us or The Moray Council (01343 ) 563456 or your local Citizen's Advice Bureau (01343)563456. If you are not sure if you qualify for Housing Benefit we always advise that you make a claim.

## **5.5 Difficulties in paying your rent**

What you should do if you are having problems paying your rent.

### *Do*

- Tell us – we may be able to help
- Discuss the problem with your Housing Officer/Assistant HA
- Let us work with you to look at budgeting, any benefits you are on, or to which you might be entitled.

### *Don't*

- Ignore your rent arrears
- Pretend it will sort itself out.

We will do our best to help you and may be able to offer help with budgeting or advise you on benefits. You will be expected to agree and keep to a repayment agreement with us to clear any debt. If you don't pay your rent, we will take action against you to get you to pay

**Non-payment of rent is a serious matter. We can seek to recover possession of your home from you. Don't risk being evicted when we may be able to help.**

## **5.6 Council Tax**

You are separately liable for the payment of Council Tax. It is not included in your rent. If you need information on Council Tax, you should phone The Moray Council on 01343 563456.



# Section 6

## **Your rights as a tenant**



# Section 6

## Your rights as a tenant

Please note this is a summary of key points. For more information please contact your Housing Officer.

### 6.1 Security of tenure

Under your tenancy agreement, you have security of tenure and are protected by law. This means that we cannot evict you from your home without a court order.

### 6.2 The right to a joint tenancy

You have the right to apply for a joint tenancy with one or more people, but they must be at least 16 years old and either live or intend to live in your house as their main home.

You and other joint tenants must apply for a joint tenancy in writing. We will need to know details of the proposed change and when you want the arrangement to start.

We will tell you our decision within a month of receiving your written application.

We will only refuse a joint tenancy if we have reasonable grounds to do so.

### 6.3 The right of succession

By law, succession of tenancy means you may be able to take over the tenancy of another tenant after they die as long as you are a qualifying person. To qualify, you may be the surviving joint tenant, the former tenant's husband, wife or partner, a member of their family or their carer. The tenancy of your home can be passed on to others in this way only twice, and they must be over the age of 16 to qualify.

#### **6.4 The right to take in a lodger**

If you want to take in a lodger you must get our permission in writing. You should give us details of the name, age and gender of the lodger, and the amount of rent you propose to charge. You may not take in a lodger if this will result in overcrowding. Your Tenancy Agreement tells you the maximum number of people who may live in your home. If you want to sublet your home, and you are married, living as husband and wife or have a joint tenancy, everyone whose name is on the tenancy agreement must agree.

#### **6.5 The right to sub-let part of your home**

Sub-letting means that you are still the tenant, but someone pays you rent to live in your home. As the tenant, you are still legally responsible for making sure that the rent is paid and that no nuisance is caused. If you want to sub-let your home you must get our permission in writing. You should give us details of the name, age and gender of the lodger, and the amount of rent you propose to charge. You may not take in a lodger if this will result in overcrowding. Your request will not be refused if it is reasonable, but you cannot sub-let if this will make your home overcrowded.

Sub-tenants or lodgers do not have the right to occupy the house if you end your tenancy.

#### **6.6 Ending your tenancy**

You must give us at least 28 days' notice in writing that you want to end your tenancy. We must have evidence that you have told anyone else who lives in your house. These include your husband, wife or partner and any member of your family aged at least 16. You must also tell anyone who is a current lodger in your house, and any person who you have sublet or given up part of your house to.

If you are a joint tenant you must give every person who shares the tenancy with you four weeks' notice in writing. This does not end the tenancy of the other joint tenants.

### **What to do before you leave**

- Allow us reasonable access into your house before you move out.
- Make sure that all members of your family, along with any lodgers or subtenants, leave with you.
- Leave the house clean and tidy and remove all of your belongings.
- Remove any fixtures and fittings you have installed and put right any damage caused by this action.
- Make sure you have paid all the payments you owe us.
- If you made improvements or alterations to the house that we approved, you might be entitled to compensation.
- Give us a forwarding address.
- Contact your electricity or gas supplier (or both) to arrange for them to read your meters.

We will also arrange to inspect your house to make sure it is suitable to be re-let.

If you are unable to hand the keys into our office when you leave, we will advise you of an alternative arrangement.

### **6.7 The Right to Buy**

As a Registered Charity, Moray Housing Partnership is exempt from the Right to Buy Legislation. The majority of our accommodation is purpose built to provide housing for rent to those in need and, as such, will not be sold.



# Section 7

## **Living in your home**



# Section 7

## Living in your Home

### 7.1 Adaptations

If your home needs to be adapted in some way, for example a handrail or ramp at the entrance or a shower in place of a bath, we can often do this through funding from Communities Scotland. You need to apply to us. Applications will be assessed by specialists, for example, an Occupational Therapist.

Funding for adaptations is provided annually and this may get used up quickly. Sometimes requests have to be put on a waiting list until more funding is made available.

If you have difficulty in using any areas of your home, or the fitments provided in it, please contact your Housing Officer.

### 7.2 Security

You should always ensure that your house is locked up and windows are secured before you leave. Remember to cancel any newspapers and milk deliveries etc when you go on holiday.

Beware of any caller who tries to get into your home without being able to produce proof of his/her identity.

### 7.3 Keys and locks

Make sure that you have a spare key, which is kept in a safe place. It will be expensive for you if you have to break a window or force a door if you lose or forget your key.

If you want to fit an additional lock to your front door you will need to get our permission first.

## **7.4 Insurance**

Our insurance covers the structure and fixtures of your home. It does not cover contents. You will need to take out your own insurance to cover the replacement of your belongings, redecoration and making good damage caused to your home in the case of theft, fire or accident. A good insurance broker will advise you on the best policy and give you a quotation free of charge.

Some companies e.g., Age Concern offer insurance at a special rate for older people. If you fall into this age group, you may want to ask about possible savings.

Your Housing Officer will give you information and an application form for the SFHA [Scottish Federation of Housing Associations] insurance scheme.

## **7.5 Pets**

We know that you may want to keep a pet. You must apply to us for permission to keep a pet. This includes domestic pets, exotic or caged animals, poultry, ducks, pigeons, rabbits, bees or other livestock or breeding animals and you shall not be permitted to keep any more than two caged animals. This also applies if you want to look after an animal for a short time. For example while a relative is in hospital.

You must supervise and keep your pets under control. For example, you should keep any dog on a leash while outside your home.

## **7.6 Gardens and external areas**

We look after any shared garden areas around your home. If you want to look after part of the garden, please contact your Housing Officer.

If you have sole use of a garden it should be kept tidy and maintained as set out in the Tenancy Agreement.

## **7.7 Household Rubbish**

Large items, such as furniture or mattresses can be collected by special arrangement. You should contact The Moray Council (bulky uplift service) – phone 01343 557073.

If you live in a development with a communal bin store, you are responsible for putting your rubbish out for collection at the correct time each week.



# Section 8

# **Respect for Others**



## Section 8

### Respect for Others

Everyone has the right to enjoy life how they want to. However, problems may arise where lifestyles clash through different age groups, cultural backgrounds and working or sleeping patterns. The responsibility for common areas, noise, vandalism and the behaviour of children can all lead to disputes which can become long running and if not dealt with appropriately and timeously can lead to serious anti-social behaviour.

Your responsibilities are set out in full in your Tenancy Agreement. Generally these say that you, people living with you and your visitors must not do anything unreasonable in your house, or in your neighbourhood, which causes nuisance to, annoys or harasses other people. You must not act in an antisocial way.

#### 8.1 Neighbour Nuisance and Anti-Social Behaviour

The term “Anti-Social Behaviour” covers a wide range of issues. The following table provides examples of different types of neighbour nuisance and of anti-social behaviour:-

<b>Type</b>	<b>Examples</b>
Neighbour Nuisance	Excessive noise, occasional disturbances, behaviour of neighbours and their family or friends, car repairs.
Antisocial Behaviour	Vandalism, dumping rubbish, threatening or abusive behaviour.
Serious Anti-Social Behaviour	Violence, drugs dealing.
Harassment intimidate,	Behaviour deliberately intended to dominate or harass an individual or certain group such as minority ethnic people, people suffering from a mental illness or people with a disability.

## **8.2 If you have a complaint about a neighbour**

You should first try talking to your neighbour about the problem. If this does not solve the problem, you can report it to us. If you feel that the complaint is of a criminal nature, we would also advise you to report it to the police. We will accept any complaint by letter, by phone or in an interview. You can also make your complaint without giving us your name and we will record it. However, we will not normally act on a complaint reported anonymously, unless we are able to confirm it is genuine (for example, an untidy garden).

If after an investigation we support your complaint, we will take reasonable steps to try and prevent the behaviour happening again. These steps may include mediation (helping everyone involved to find a solution informally) or legal action with the people involved. Please contact your Housing Officer for more information.

# Section 9

# **Moving House**



# Section 9

## Moving House

### 9.1 Moving House

If you need to move, for instance to look after a relative, to take up employment, to move to a larger or smaller house or for other reasons, we may be able to help you.

### 9.2 Transfers

If your current home is unsuitable for you and you need to move either to a more suitable design or size of house, or to another area within Moray, we will try to help you. If you want to transfer to another Moray Housing Partnership property, you should contact your Housing Officer.

### 9.3 Mutual Exchanges

A mutual exchange is when two or more tenants exchange homes. You can exchange with:

- another Moray Housing Partnership tenant;
- a tenant of a housing association;
- a tenant of a local authority.

You must write to us (and any other landlord involved) to get permission to exchange. We will not refuse without good reason. If we do not inform you of our decision within one month of receipt of your application, then you may assume that we have given our permission.

We keep a public register in our office in Elgin of tenants who want to exchange. You can call in and see this register at any time during our office hours. If you want your details to be added to the register then you will need to complete an application form.

If you live in specially designed accommodation, for example a wheelchair adapted property, you can only exchange with someone else who requires this type of accommodation.

## **9.4 HOMES**

If you want to move outwith the Moray area you can try to apply direct to the appropriate local authority housing department. You may also be able to apply to move through Housing Organisations Mobility and Exchange Service - HOMES for short.

HOMES is a UK wide scheme, funded by the government, to work with Councils and Housing Associations which offers a range of services to help tenants move. It offers tenants two possible routes for moving.

### ● **Homes Mobility Scheme**

You may want to apply to this scheme if you need to be closer to your work, you need to give or receive support from relatives or for any other pressing reasons, for example harassment. We will contact other landlords in the area to which the person wishes to move and will nominate him/her for a house. If the application is accepted, we will inform you if an offer of accommodation can be made or if you will be put on the waiting list. For more information visit their web site: [www.homes.org.uk](http://www.homes.org.uk)

### ● **Homeswap**

Homeswap is available to any tenant wishing to move for any reason. You must complete a homeswap form and return it to HOMES. HOMES will then send details of any possible swap partners from its database. The list of possible swap partners is updated every month. If a suitable property is found, you can arrange a viewing. As with mutual exchanges the landlord's permission must be given.

# Section 10

# **Complaints Procedure**



# Section 10

## Complaints Procedure

### 10.1 Complaints Procedure

We do hope that you are satisfied with the services we provide, as the needs of our customers are our main priority. However, we accept that we don't always get things right the first time. If you are not completely satisfied, we want to know about it so that we can try and sort out the matter. It's important that we learn from any mistakes we make so we can improve our service in the future.

We also like to hear when someone thinks we've done something well. So, if you are pleased with the way we have dealt with a problem or any aspect of our work, why not write to us or send us an e-mail to tell us? If we hear we're doing something right, we will carry on doing it.

Any staff member receiving or dealing with your complaint will do so in a positive way. We want to deal with your complaints promptly and effectively. Your complaint will be dealt with sympathetically and in confidence.

Our procedure aims to respond to complaints thoroughly and quickly. All complaints are logged by a member of staff in a record book to ensure they are treated with the right priority.

### 10.2 How You can Complain

You have the right to make a formal complaint if you wish to do so. However, it is often quicker and easier to try to resolve the problem informally. You can make a complaint at the office in person, by phone, by email or in writing.

**Step 1** If you are not satisfied with the service, you should let us know why as soon as possible. Usually you should complain to the member of staff who has been dealing with the matter and is the most directly responsible.

**Step 2** If you are still not satisfied, you should complete a Complaints Form and send it to the Director of the Moray Housing Partnership. The Director will respond to your complaint within five working days.

**Step 3** If you do not feel that staff have resolved your complaint satisfactorily, you can write to the Chairperson of Moray Housing Partnership. The Chairperson will write to you within five working days to acknowledge receipt of your letter. Complaints of a very serious nature may be dealt with by the Partnership's Management Committee. The Chairperson will write to you within three working days of the meeting to let you know of the decision.

### **10.3 What To Do If You Are Still Not Satisfied**

If you are not happy with the outcome you may also take your complaint to the Scottish Public Services Ombudsman. The Ombudsman will normally expect that you have used our Complaints Procedure before contacting their office. The Ombudsman will carry out an independent investigation to try to resolve the situation. The Ombudsman will redress your complaints where justified, identify our failings and help to improve them.

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Leaflets describing this service are available from us, from advice centres or directly from:

Scottish Public Services Ombudsman  
Drumsheugh Toll, 2 Belford Road  
Edinburgh, EH4 3BL  
Phone: 0131 220 0599  
Web: [www.ha-ombudsman.com](http://www.ha-ombudsman.com)

# NOTES