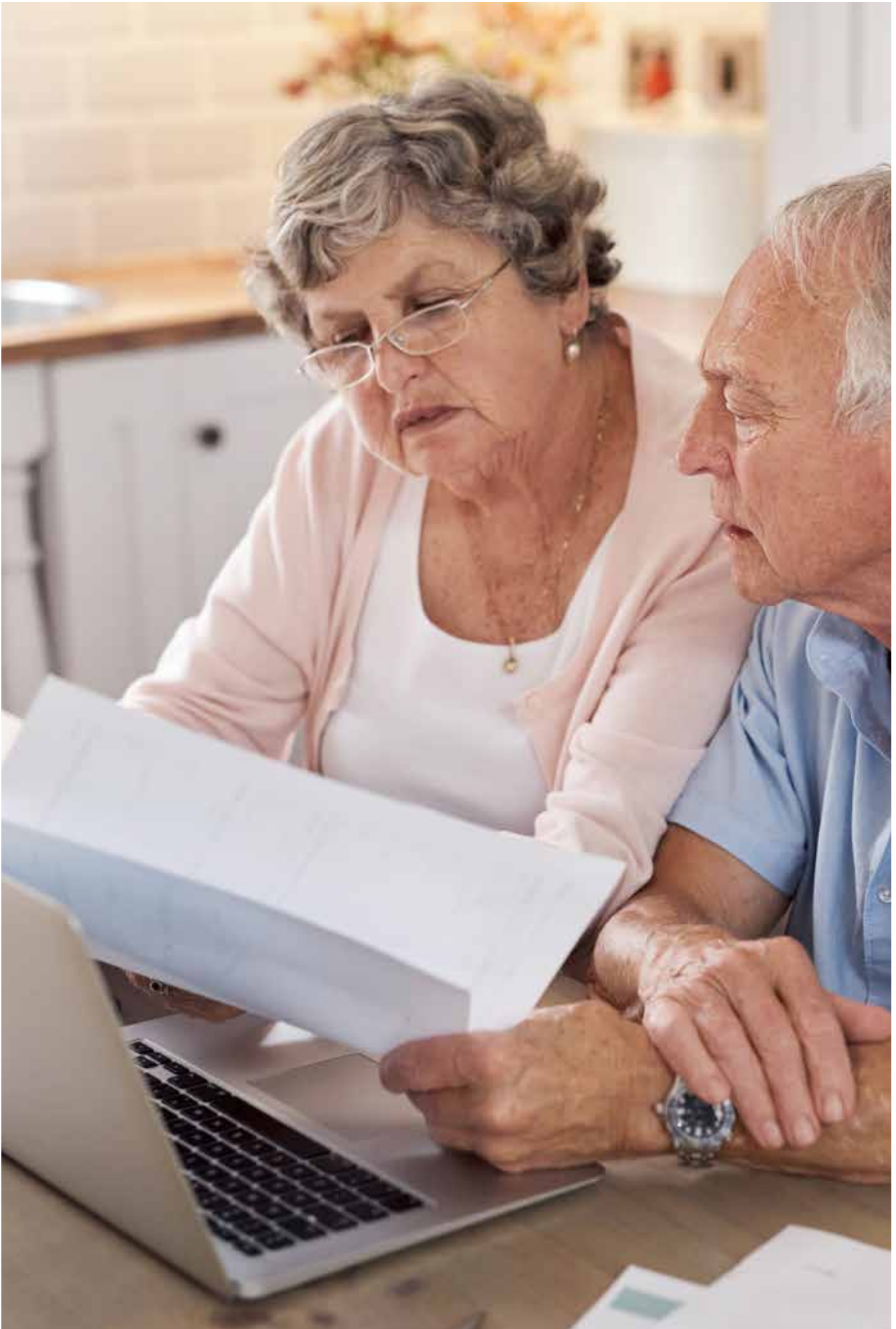


Tenant Handbook



SOUTH
KESTEVEN
DISTRICT
COUNCIL



Contents

Tenancy Agreement	06
Using Your Home	10
Rent and Other Charges	16
Repairs and Improvements	18
Anti-social Behaviour	30
Domestic Abuse	34
Safeguarding	35
Property Condition and Estate Management	36
Health and Safety	38
Animals/Pets	40
Gardens	41
Vehicles	42
Tenant Involvement	44
Succession; Assignment and Mutual Exchange	46
Ending Your Tenancy	48
Written Permission	49
Data Protection	50
Fraud and False Statement	51
Alternative Formats and Languages	52

Introduction

Welcome to our Tenants Handbook.

This includes essential information to help you make the most of your home and the services we provide. We want you to be happy in your home and aim to provide a first class service to you as a tenant.

We hope you find this handbook useful.

If you have any questions, please contact us on 01476 406080 or visit our website at

www.southkesteven.gov.uk

About Us

South Kesteven District Council owns and manages approximately 6,000 properties for families, older people, single people and vulnerable people. Our homes are a mix of houses, bungalows, maisonettes and flats. We also manage a number of schemes which promote independence for older and vulnerable people.

Equality and Diversity

Our aim is to create an environment that allows everyone to live, work and learn, free from discrimination and harassment.

We will ensure that all our customers have equal opportunities in accessing our services. No one will be treated less favourably than anyone else because of their gender, sexual orientation, gender reassignment, race, nationality, religion or belief, disability, marital status, pregnancy and maternity, or age.

We consult with tenants, who are representative of the diverse backgrounds of our customers, about the planning and delivery of our services.

We strive to ensure that information about our services is accessible to all, producing documents in alternative formats, such as large print and audio versions and translating them into different languages and Braille.

Wherever possible, our buildings are accessible to those with physical and/or sensory disabilities.

1. Tenancy Agreement

Your Tenancy Agreement is very important. It is a legal contract which tells you:

- your responsibilities and what we will expect from you and
- our responsibilities and what you can expect from us

It is important that you read your agreement carefully. If there is anything you do not understand, please ask us.

Joint tenants

If you are a joint tenant (where two or more tenants are living together and both people are named on the Tenancy Agreement), you are jointly and individually responsible for the tenancy conditions. This means that:

- Each tenant is responsible for paying the rent on time
- If one tenant breaks the tenancy conditions, the other tenant(s) can be held responsible
- If one tenant dies, the tenancy is transferred to the surviving tenant(s) (when the appropriate Council process is completed)
- If one person leaves and ends the tenancy, the tenancy ends for all tenants.

If one tenant leaves, they must let us know and any remaining tenants must also contact us.



Rights of Introductory and Secure Tenants

Both introductory and secure tenants receive the same services, but they have different rights. These are set out in your Tenancy Agreement and in the below table.

Tenants' Rights		
The right to:	Secure Tenants	Introductory Tenants
Right to succession of spouse or family member	See detailed notes in section 14	See detailed notes in section 14
Right to repair	✓	✓
Right to be consulted on housing management issues	✓	✓
Right to assign	✓	not unless by a court order or on the death of the tenant
Right to improve	✓	✓ but do not have right to claim compensation under the statutory compensation for improvements scheme
Right to be consulted on decisions to delegate housing management	✓	✓
Right to participate in housing management contract monitoring	✓	✓
Right to Buy	✓	No – but the introductory tenancy counts towards the discount
Right to mutually exchange	✓	✓ in exceptional circumstances only
Right to take in lodgers	✓	X
Right to vote prior to transfer to new landlord	✓	X

Change of Circumstances

If your circumstances change, or those of a joint tenant change, eg. get married or divorced, have extra children living in the household, someone moves in or out, you change your name or someone dies; you must tell us.

Downsizing

Is your home too large to manage? We are always in need of family accommodation. If you are considering moving to a smaller home, we may be able to help you find something more suitable. Speak with an officer in the Housing Options Team via the switchboard on 01476 406080.

Tenancy Sustainment

South Kesteven District Council provides a support service to people who need help to maintain their SKDC tenancy.

Our Tenancy Support team is here to help if you have problems that affect your tenancy or difficulties managing your home. This could include issues with paying your rent, debt, claiming benefits, or challenges that are creating a barrier to you sustaining your tenancy or getting the help you need from specialist agencies.

How the Tenancy Sustainment service can help you

- Setting up your tenancy
- Help in maintaining your tenancy
- Help to manage your finances and any benefit claims
- Developing your domestic/ life skills and behaviour
- Accessing other local community organisations/ support

How the service works and how you can access it

When you need support, we will:

- Contact you to complete an initial assessment form and find out what your goals are and how you think we could support you to achieve them
- Contact you with the outcome of the assessment, the name of your allocated support worker and offering a first appointment
- Be honest with you when we are unable to help or where your needs would be better met by an alternative agency and signpost or refer you on where needed.
- Gradually reduce support when your needs have been met as far as possible and be on hand for a period of time after support ends to answer any questions, depending on your needs.

Requests for support can be made through your Housing/ Rent Officer.



2. Using Your Home

Your rights and responsibilities in using your home are set out in your Tenancy Agreement. Guidance to these rights and responsibilities are set out in this handbook.

Right to take in Lodgers

Secure tenants have the right to take in lodgers, but introductory tenants do not. However, there are a few things which must be taken into consideration if you take in a lodger and these are:

- The property must not become overcrowded as a result of the lodger moving in
- If you receive Housing Benefit, you must inform our Housing Benefit department
- If you receive Universal Credit or any other welfare benefits, inform the Department of Work and Pensions.
- Your lodger will not have any security of tenure
- You will be responsible for legally evicting your lodger, if you want them to leave
- You will be responsible for the behaviour of your lodger and may be liable if they breach any of the terms of your tenancy
- If you do take in a lodger, you must tell us immediately and inform us of their name, age, gender and details of the accommodation they will occupy.

Right to Sublet

Secure tenants have the right to sub-let part of their home but cannot lawfully sublet all of it. If they do, they will lose their status as a secure tenant. A tenant must request permission from the Council before subletting. The unauthorised subletting of secure tenancies is also a criminal offence.

If permission is granted, the tenant is responsible for the behaviour of the sub-tenant whilst at the property and within the neighbourhood. If the sub tenant becomes a source of nuisance, the tenant will be held responsible.

A subtenant may share a tenant's facilities, but they can stop a tenant from going into parts of a tenant's home that they live in.

If the tenant would like the sub tenant to leave, they are responsible for serving notice (in accordance with Section 21 of Housing Act 1988 if the sub tenant holds an assured shorthold tenancy). If the sub tenant refuses to leave at the end of the notice period, it is the tenant who will have to commence legal proceedings, as only the person immediately entitled to possession of the property, can take action to evict an unauthorised occupier.

If the tenant is in receipt of, or may be eligible for, any welfare benefits, they are advised to contact both the Council and the Department for Work and Pensions of their change of circumstances.

Right to buy your home

Secure tenants have the Right to Buy their Council home (although some tenants do not have this right).

You can get a discount on the market value of your home when you buy it under the Right to Buy scheme. You will not receive any discount if the Council has spent more money on it than your home is now worth. You will usually have to repay some or all of your discount, if you sell your home within 5 years.

When you can buy your home under the Right to Buy

You can apply for the Right to Buy scheme if you are a secure tenant of South Kesteven District Council and you:

- live in a house, bungalow, flat or maisonette which the council owns or on which it holds an appropriate lease
- are purchasing either in your sole name; or jointly with other people named on the secure tenancy. On a joint tenancy, the Right to Buy belongs to all tenants so you can either buy jointly; or individually where the other tenants agree to this
- occupy the property as your only or principal home
- have the minimum qualifying tenancy period of 3 years public sector tenancy. The 3-year period does not have to be consecutive and can include your current tenancy and any previous public sector tenancy

Reasons why you might not be able to buy the property

- if you or someone you hold the tenancy with is subject to an order of the court for possession of the property
- if you or someone who is joining in the Right to Buy with you:
 - is subject to a bankruptcy order
 - has a bankruptcy petition pending
 - is an undischarged bankrupt
 - has arranged with a creditor the terms of which remain unfulfilled
 - benefits from a moratorium period under a debt relief order
 - is subject to a suspension period under an order made under section 121A of the Housing Act 1985 due to anti-social behaviour

Other reasons why you might not be able to take up the Right to Buy

The Right to Buy does not arise in certain circumstances, including:

- where the landlord is a trust or certain type of housing association
- where the landlord does not own the freehold and the remaining lease is:
 - a) 21 years or less if your home is a house/bungalow; or
 - b) 50 years or less if it is a flat/maisonette
 - c) In both cases, this relates to the date when the tenant serves the RTB1 (application form)
- where the property is within the boundaries of a building held by the landlord for purposes other than housing and was let to the tenant (or a predecessor) for the purposes of employment
- where the property is let for the purpose of housing disabled persons or elderly persons or persons with a mental disorder; and has substantially different features to ordinary dwellings
- where the property is held by the landlord on a tenancy from the Crown
- where a final demolition notice is in place

You can find a full list of the exceptions to the Right to Buy in Schedule 5 of the Housing Act 1985: <https://www.legislation.gov.uk/ukpga/1985/68/schedule/5>.

How to take up your Right to Buy

In order to exercise your claim to buy your property under the Right to Buy, you will need to complete the application form (RTB1) and send it to:

RTB Officer, South Kesteven District Council, The Picture House, St Catherines Road, Grantham. Lincs. NG31 6TT

The application form and more information about applying can be found at:

<https://www.gov.uk/right-to-buy-buying-your-council-home>.

You can also get more details from the Right to Buy Agents: **<https://www.ownyourhome.gov.uk/scheme/right-to-buy/contact-an-agent/>.**

The date on which we receive your application is called the relevant date. This is the date the council will use to work out the value of your home and your discount entitlement.

If the value of your property changes while your application is being processed, for the purposes of the Right to Buy the value will remain the same as it was on the relevant date. Your discount entitlement will also be set at the relevant date and does not change during the application process.

You can cancel your application at any time. The council will not charge you for this, but your solicitor and your mortgage provider may charge you for any services they have provided up to the date that you let them know that you are not going ahead with the Right to Buy.

How the sale price is calculated

The price you will pay for your home is based on:

- the market valuation of your property which we will arrange to be carried out free of charge
- how long you have been a tenant in your current home and any previous public sector tenancies you have claimed that can be confirmed
- the cost to the council of buying or building your property - if any work was done in the last 15 years, the cost of this work may reduce your discount
- previous Right to Buy purchases – you are only entitled to one Right to Buy discount in total so previous discounts given will be deducted from any discount you may currently be entitled to receive

If you delay the Right to Buy application process, the council can serve a formal notice where:

- you have not responded to the formal offer letter within the 12-week notice period; or
- you have not taken steps to complete the purchase within a reasonable period of time – the reasonable period cannot be less than 3 months after the formal offer letter is sent to you.

If you do not meet the timescales set out in the formal notice, the council can end your Right to Buy application.

If the council delays your Right to Buy application, you can:

- send an Initial Notice of Delay (RTB6) which requires the council to rectify the delay within a given response period – you cannot give the landlord less than a calendar month to respond.
- send an Operative Notice of Delay (RTB8) – you can only do this if the council does not rectify the delay within the response period allowed by the RTB6 or serve a counter-notice. You may be entitled to a reduced purchase price if a valid RTB8 is received by the council.

You can ask the council to provide you with the delay forms. You can also download the forms at: <https://www.gov.uk/right-to-buy-buying-your-council-home/delays>.

You may want to send the delay notice by recorded delivery; or hand deliver it and obtain a receipt from the council as the notice is only effective once the council has received it.

You can only use the delay procedure while a delay is occurring. Once the delay has ended you cannot serve delay notices.

Costs of owning your home

There will be initial costs for taking up your Right to Buy. These costs vary but may include:

- Stamp Duty - you can find out more about this at: <https://www.gov.uk/stamp-duty-land-tax>. Stamp Duty is calculated on the actual purchase price of the home, so market value minus Right to Buy discount.
- Legal fees – a fee will be payable if you use a solicitor or other legal representative to help you with buying your home
- Land registry fees – you can find more information about this at: <https://www.gov.uk/guidance/hm-land-registry-registration-services-fees>
- Mortgage fees – these can include:
 - a fee if you use a broker to help you find a mortgage
 - an arrangement fee to fix a mortgage rate with your mortgage lender
 - a fee for your lender's assessment of the market value of your property
 - a survey fee for a professional inspection of your property (this is different from the assessment of market value undertaken by your mortgage lender). There are different types of survey with different costs depending on how detailed the survey is

As a homeowner you will also have regular ongoing costs. These can include payments for:

- a mortgage or loan on your property
- building insurance
- contents insurance
- life insurance
- mortgage payment protection insurance
- Council tax
- water, gas, electricity, broadband and other services
- repairing and maintaining your property
- service charges – you can find more information at: <https://www.lease-advice.org/>

Remember:

- You will not be eligible for housing benefit if you become a homeowner.
- The value of your home can go down as well as up.
- If you do not keep up with your mortgage payments, your lender may take possession of your home.

If you want further information about the Right to Buy, you can contact a Right to Buy Agent: **0300 123 0913**

<https://www.ownyourhome.gov.uk/scheme/right-to-buy/contact-an-agent/> or you can contact the council's Right to Buy team: **Righttobuy@southkesteven.gov.uk**

Contact details which you may find useful should you need any further advice

- GOV.UK website: Right to Buy: buying your council home
- Own Your Home website including an eligibility quiz, discount calculator tools and FAQs
- The Knowledge Hub
- The Right to Buy Team email address: **Righttobuy@southkesteven.gov.uk**
- Right to Buy: Contact an agent
- Email: **enquiry@righttobuyagent.org.uk**
- Telephone: **0300 123 0913**

Right to Buy: summary booklet - GOV.UK (www.gov.uk)

Selling your Council home

If you sell your home within 10 years of buying it through the Right to Buy, you are required by law to contact South Kesteven District Council to see if they would like to buy the property back.

Sheltered Housing

- When you first move into your home, one of the Sheltered Housing Officers will sign you up to the tenancy and give you information about who to contact and how, if you need any help.
- We will visit you again within the first 6 weeks, to make sure that everything is ok with you and your home. We will make sure you know how to use the sheltered housing alarm.
- It is important to test your 'speech module' (on your Lifeline) on a monthly basis (where relevant).
- If your circumstances change, please inform us (for example, change in contacts details, medical situation etc).
- We will check inside and outside communal areas every week and arrange to fix any problems we find.
- We will keep the outside of your housing scheme clean and tidy
- We will clean communal facilities; including lounges, toilets, bathrooms and kitchens.
- We will check the quality of the cleaning and the upkeep of the outside areas.
- We will provide information about our scheme community centres, clubs and social activities, including how tenants can get involved.
- We will do what we can to help you feel included in your community.
- If you need any support, we will signpost/refer you to the appropriate services. Please speak with your Sheltered Housing Officer about this.



3. Rent and Other Charges

Your rent and other charges

Paying your rent and other charges is a condition of your tenancy. If you do not pay, you will have broken your Tenancy Agreement with us. We use the rent we collect from all our tenants to repair and improve homes and neighbourhoods.

We write to you every year to tell you how much rent you should pay. We charge you for rent for your home and any other services which you may use. Over the whole year, you will have 4 rent free weeks (two in April and two in December).

Paying your rent

Your weekly rent payments are due every Monday and must be paid in advance for the week ahead. If you prefer, you can contact a Rent Officer to discuss alternatives, such as fortnightly or monthly payments.

All tenants will receive a rent statement at the end of the financial year. If you have any queries about payments made or you wish to request a statement of your rent account, please contact Customer Services.

If you have paid too much rent, you can leave the credit on your account to offset future payments or you can ask a Rent Officer for a refund.

You can pay your rent in various ways:

- By direct debit. We offer two payment date options of 1st and 15th of the month.
- Using the internet. Visit us at **www.southkesteven.gov.uk**
- By debit or credit card. Please call **0845 234 0038** to use our automated payment line.
- By cheque. Make it payable to – ‘South Kesteven District Council’ and post to the Council with your name, address and rent account number on the back of the cheque or hand in at one of our offices.
- By cash. Using an Allpay outlet. Contact Customer Services to request an Allpay card.

Problems paying your rent – help available

Please contact our Rents Team as soon as possible if you are having difficulties paying your rent. We want to work with you to solve the problem.

How we can help

We will try to help you by:

- discussing your circumstances with you before your rent arrears become too large
- giving you advice on any welfare benefits you may be entitled to
- putting you in touch with other agencies that can offer you support, such as the Citizens Advice, Shelter, Jobcentre Plus, National Debtline and the Consumer Credit Counselling Service
- setting up a voluntary arrangement for you to pay regular amounts off your rent arrears.

What we will do if you do not pay us your rent

- We will contact you asking for the outstanding amount to be paid. If you cannot pay your rent for whatever reason, you should contact the Rents Team immediately. **PLEASE DO NOT IGNORE YOUR RENT PAYMENTS.**
- If you ignore our attempts to contact you, remain behind with your rent payments or do not keep to an agreed payment plan, we will begin legal proceedings against you.

Legal proceedings could lead to you being evicted from your home.

Applying for Universal Credit/Housing Benefit

Universal Credit is paid by the Department for Work and Pensions (DWP) and Housing Benefit by the Council (you might be eligible for one of them) to help you pay your rent. Council Tax benefit is given by the Council to help you pay your council tax. The amount you get, if you are entitled to receive this, depends on your circumstances. We, and the DWP, will need to know who lives with you, the amount of income you receive and the amount of savings you have. You should have been given information about how to claim Universal Credit/Housing Benefit and Council Tax Benefit when you signed up for your tenancy. If you wish to apply, you will need to speak to the DWP and the Council.

If you do not apply for benefit straight away, or do not provide any requested information to support your benefit claim as soon as possible, we may not be able to pay benefit from the start of your tenancy.

Change of circumstances

If you are receiving Housing Benefit or Universal Credit and your circumstances change you must tell us and the DWP straight away. The types of changes you must tell us about include:

- If your income goes up or down or your working hours change
- If you start a new job, or you have lost your job
- If someone moves into your home or someone moves out of your home
- If you move house

4. Repairs and Improvements

Repairs

To make sure that your property is looked after to a good standard, we, as the Council and you, as the tenant both have a responsibility to carry out repairs.

If you need a repair to your property, first check whether the repair is something we will do for you, or if you need to do it yourself.

You should report repairs that we will repair as soon as possible to us, to prevent further damage to your home.

We aim to fix your home to an acceptable standard in a reasonable period of time.

How to report a repair

There are a number of ways you can report a repair:

By phone – Call our repairs phone line on **01476 406080** Emergency contact number - **01476 406040** out of hours

Via our website **www.southkesteven.gov.uk**

By email **repairsreporting@southkesteven.gov.uk**

In person at your local council office - please see details at the back of this handbook.

By letter – Write to Repairs – **Technical Services, South Kesteven District Council, The Picture House, St Catherine's Road, Grantham NG31 6TT.**

We will ask for:

- Your name and address
- Your phone number
- Times when someone will be at home – we will not enter the property unless someone is there.

We will also need as much information as possible regarding the repair, such as:

- Which items need repairing or replacing? What is the location of the problem?
- Where is it – which room (inside) or whereabouts (outside)?
- What is the problem – is it loose, stiff, leaking or broken?
- What is causing the problem?
- How did it happen?
- Have you been able to prevent it from getting worse?
- Is the problem from one of your own appliances?
- If it is an electrical problem, have you checked the fuses and trip switch?
- Can you describe the item?
- What is it made of?
- How big is the problem? – for example, whole or part of the room or one wall
- Is it causing any other problems or damage?

How we deal with your repair request

Appointments are generally made at the time of reporting a repair. Tenants will be advised of an appointment date during the phone call and a follow up reminder text will be sent. Where the online reporting system is used, you will be contacted with an appointment by the Council by letter, email or in person. Occasionally we use subcontractors and are not able to give an appointment. You will be advised where this is the case and should the tenant wish to arrange an appointment, they are able to contact the contractor on the telephone number provided and arrange a convenient appointment for the work to be completed.

When making an appointment, we will always consider your individual needs and personal circumstances. Additional assistance will be given if required.

Repairs are treated in the following ways:

- Emergency Repairs
- Non-emergency Repairs

For further information and response times, please refer to our Repairs and Maintenance Policy.

We monitor our performance on how quickly we fix your repair - the time it takes in days from when you first tell us about the repair, until it is completed.

If we cannot identify the repair over the phone, we will arrange for someone to visit you to assess the job. They will either repair it there and then or make an appointment with you to repair it at another time.

All repairs are considered for health and safety implications.



What we expect you to do

Once an appointment has been made, we expect you to:

- Be in when we call. Let us know if you need to cancel the appointment and make another
- Remove personal items and furnishings, to allow access to the repair before we arrive.

Appointments are not usually needed for non-emergency external repairs such as brickwork and guttering. Any locked gates need to be left open for access. If you don't allow us to enter the property and as a result the unattended repair work causes damage to your home or another property, you will be charged the cost of repairing the damage.

Emergency repairs

The Council operates a 24 hour, 7 days a week emergency repairs service.

An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage or is needed to ensure a home is secure.

Examples of these include:

- Gas escapes
- Exposed live electrical cables
- Severe water leaks
- Major drainage problems
- Dangerous trees

The priority in instances of emergency repairs will be to make the property safe; so follow-up visits may be required to undertake a full repair, this will be undertaken at a convenient date and time agreed with the tenant in line with the approach to routine repairs.

Non-emergency and major repairs – by mutually agreed appointment

These are repairs that are not emergencies, although they may cause inconvenience to residents. Examples of non-emergency and major repairs would include replastering, easing an internal door, clearing an overflowing gutter. Non-emergency and major repairs will be completed by appointment.

The Council aims to complete all repairs at the first visit, however this is not always possible due to unforeseen circumstances, for example where parts are not readily available or we suspect there may be asbestos. In these cases, follow on works will be required and these will be booked in according to the priority and availability of materials.

In some instances, the Council may need to inspect the property to establish the precise nature of the repair work required. In such cases the Council will undertake a Pre-inspection which will be by appointment. These may include damp and mould related problems, repairs where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough. In some cases, planned repairs may be identified following repair work, or inspections. This may include certain types of improvement work, for example, the fitting of extract fans, damp proof work. This work may require further surveys and this work will be classed as planned works and not subject to the responsive repair timeframes.

Gas leaks

If you smell gas inside or outside your home you should immediately phone Cadent on 0800 111 999 at any time, day or night.

Gas boilers and fires

For the repair of all gas boilers and fires supplied by us, please contact us during normal working hours or call 01476 590044 out of hours.

Gas safety checks

Faulty gas appliances can give off poisonous carbon monoxide fumes that cannot be seen or smelt but can kill. We have a legal duty to make sure that all our appliances are checked every year by qualified gas servicing engineers.

Our contractors will get in touch with you to arrange an appointment for these checks to be done. If the appointment is inconvenient, please call the number provided to rearrange it.

You must allow our contractors into your home to undertake gas safety checks. It is a condition of your tenancy, and if you do not, we will start legal proceedings to gain entry to your home.

Security – letting people into your home

All our employees carry identity cards that include a photograph. People who work on our behalf will have identity cards. You are advised to ask to see their identity card before allowing them into your home. If you have any doubts do not let the caller in – make sure they are genuine by contacting us on **01476 406080** or **01476 590044** out of office hours.

Tenants' Right to Repair

Certain repairs qualify for compensation under our Right to Repair Scheme.

A repair will not qualify for the scheme if:

- it exceeds an estimated cost of £250, or
- SKDC is not responsible for the repair (tenant improvement).



Vandalism and neglect

We are not responsible for any repair or replacement resulting from an act of vandalism or neglect by you. If damage by vandals has been reported to the police, we will normally only accept responsibility for the repairs if we have been given the police crime number.

If you do not want to report vandalism or any other crime directly to the police, call Crimestoppers on freephone **0800 555111** or our Neighbourhood Services team on **01476 406080**.

Taking care of your home

The following information includes easy measures which you can take to improve the comfort and safety in your home for you and your family.

Fire Safety

All of our properties should be fitted with smoke alarms. Please contact us if you do not have a smoke alarm or are unsure of how to check it is working.

You can reduce the risk of fire by:

- Never leaving cigarettes burning
- Never leaving a chip pan unattended
- Regularly checking electrical fittings and flexes for signs of wear and tear
- Not leaving anything lying around that children could use to start a fire.

Water Supply

Serious damage can happen if water freezes in pipes or cisterns and causes pipes to burst. To prevent this from happening you can take the following precautions:

- Check that all water pipes and tanks in the loft or outside are lagged
- Keep your home as warm as possible
- Turn off the water stop tap if you go away during the winter and drain the water from the system. Your stop tap is usually located underneath your kitchen sink

Condensation

Condensation happens when moist air comes into contact with a cool surface making it wet and creating the conditions where mould may grow. To reduce the likelihood of condensation you can:

Keep your home warm most of the time

- Improve ventilation by opening windows slightly and not covering air bricks
- Dry clothes outside if possible
- Keep lids on saucepans when cooking
- Keep kitchen and bathroom doors shut when cooking, washing and bathing
- Wipe down window ledges to prevent rot in the sills
- Use an extractor fan

Improvements to your home

We are dedicated to providing excellent services to our customers. To do this we have developed a set of service standards which set out what you can expect from us when we do any improvements to your home.

This leaflet explains:

- How we provide the improvements services
- The service you can expect from us
- How we will monitor what we are doing
- Your responsibilities as a tenant

The services we provide

We will carry our planned works to your home so that it meets the Decent Homes standard. This may include the replacement of the following:

- Roofs
- Kitchens
- Bathrooms
- Insulation
- Central heating systems
- Windows and Doors
- Electrical systems
- Decarbonation works
- Disabled Adaptations in line with our aids and adaptations policy and as directed by an Occupational Therapist

What you can expect from us

We will:

- Write to all tenants affected when we plan to do any work. We will say what work will take place and when this is planned
- Give you an opportunity to have your say about the work carried out in your home
- Give you a choice, wherever possible to help with the design such as colour, style, fittings and layout
- Where necessary, provide alternative accommodation when carrying out extensive improvement works
- Provide suitable support for vulnerable residents during works schemes where appropriate
- Help vulnerable residents to pack items away, remove furniture and clear carpets and floor coverings away from the working area prior to any work taking place. We will also help to put these items back when the work is finished
- In extreme circumstances and in agreement with the tenant we may postpone the works to a later date

Before work begins

We will:

- Arrange personal visits if required to the homes of people with special requirements
- Give regular progress reports through our Resident Involvement groups as required
- Continue to consult you on any changes to work which affect you
- Inform you of improvement work to be undertaken and when it will begin
- Give you the details of the selected contractor before work commences

Our contractors will:

- Aim to give you a minimum of 5 working days notice before work starts in your home
- Advise you of anything out of the ordinary that will arise from the works

The tradesperson carrying out the work will:

- Only work between 8.00am – 5.00pm Monday to Friday (unless we agree other arrangements with you)
- Show you an identification badge before entering your home
- Wear a company uniform or suitable working clothes
- Not cause offence or harass you
- Keep inconvenience to a minimum
- Work as quietly as possible
- Be polite and courteous
- Take account of any special requirements
- Tell you what to do if you wish to complain
- Not smoke while working in your home
- Take precautions to protect furniture, floor coverings and fittings (including using dust sheets as necessary)
- Make sure you have at least one safe entrance to your home while work is taking place
- Make sure that at the end of the working day you have electricity, gas, hot and cold water or provide a temporary supply if necessary
- Make sure that if scaffolding is used around your home, you will still be able to receive satellite and terrestrial T.V.
- Ask for permission or make their own arrangements for toilet facilities
- Not use your equipment for carrying out work or cleaning up afterwards
- Clean up after the work and make sure all rubbish is removed from your home at the end of each day
- Make sure your home is safe and secure at the end of the day

Asbestos

What is asbestos?

Asbestos is a general name given to a group of natural minerals which are mined all over the world. There are three types of asbestos: blue asbestos (crocidolite), brown asbestos (amosite) and white asbestos (chrysotile). Asbestos is very strong, flexible, stable and resistant to corrosive chemicals. Asbestos was widely used in the manufacture of building materials between the 1950s and the mid-1980s and most extensively in the 1960s and 1970s. If your home was built during these periods, the chances are some Asbestos Containing Materials (ACMs) will exist.

Where might you find asbestos used in and outside your home?

The following is a list of some of the domestic uses of ACMs:

- Air-bricks
- Bath panels
- Boilers and pipework
- Cold water tanks
- Corrugated cement sheeting - sheds and garages
- Decorative coatings e.g. artexing
- Fire surrounds
- Flooring materials - vinyl/ thermoplastic floor tiles; paper backing
- Flue pipes • Rainwater and guttering downpipes
- Roofs and exterior walls
- Soffit boards
- Soil pipes
- Sprayed coating on steel-framed buildings
- Wall boarding - internal partitions, airing cupboard linings, duct and pipe covers

What are the health risks?

Any ACM that is undamaged will not present a health risk, but when asbestos materials become damaged, are drilled, sawn, scrubbed or sanded, the risk can be increased. When ACM become damaged, asbestos fibres can be released into the air. These fibres can penetrate deep into the lungs where they may stay for a long time. They can cause cancer, asbestosis or a thickening of the lungs. The greater the exposure, the greater the risk, but there is no safe exposure level.

What is South Kesteven District Council doing about asbestos in the home?

We have surveyed all properties to establish the presence and locations of asbestos within the housing stock we own. The information collected during the surveys is held on an Asbestos Register. The details held in the register are continually updated to reflect any changes which take place to properties, such as when ACMs are removed and also to take account of any new findings which we become aware of. Our current Asbestos Management Policy is to leave in position all ACMs which are undamaged, in good condition, and where it is safe to do so. If ACM is found and is damaged we will take measures to either remove or seal it immediately if the presence of this material is considered to present a high risk. In all other situations, and where the risks are considered low, we will undertake the work as part of a maintenance programme. We will ensure that any such work is done by approved contractors who work to strict safety standards which meet current regulations.

What are your responsibilities?

Carrying out any work on ACM without knowledge, expertise and personal protection can put your health at risk. Changes to the structure or fabric of your home (home improvements and similar alterations) are not permitted under your Tenancy Agreement without prior written approval. If you want to carry out improvements to your home, you should be aware that this may result in disturbance to materials containing asbestos. Because of this, you must contact us for permission to undertake this type of work. This will enable us to check our records and advise you on the presence of any ACMs which we hold information about and which may be disturbed by the proposed work. At this time we will also be able to advise you on the controls that you will need to put in place to reduce exposure to you, your family and the person carrying out the work (if not yourself).

What do I do if I have a problem?

If you are worried about any damaged asbestos material, don't try to deal with it yourself. Contact us on **01476 40 60 80**

Where can I get more information?

improvements@southkesteven.gov.uk

Repairsreporting@southkesteven.gov.uk

Useful websites:

www.hse.gov.uk/asbestos (the Health and Safety Executive)

www.aic.org.uk (The Asbestos Information Centre)



Changes or Improvements to a Council Property

If you wish to carry out improvements or alterations to your property, including the planting of any new tree within the garden or removal of any existing tree with a stem diameter over 8cm measured at 1.5m above ground level, you must first obtain the written consent of South Kesteven District Council. Depending on the nature of the works, you may also need building regulations approval, planning permission, and listed building consent. You may be asked to provide proof that the works are exempt from building regulations, planning permission, and listed building consent.

Please note: We will not reimburse any costs for any planning and/or building control applications.

To enable the council to advise if you require any of these consents, you must complete the form on our website: [Introduction | Changes or Improvements to a Council Property | South Kesteven District Council](#)

After investigation, you will be notified of the council's decision and if applicable, the next steps you need to take.

IMPORTANT NOTICE:

1. It is your responsibility to obtain any consents or permissions required.
2. You must not start any works until the relevant consents or permissions have been obtained.
3. You must have written permission from Technical Services before any work is started.
4. You must notify the council when the work has been completed. Improvements require a Certificate of Acceptance from the council.
5. Permission is not granted retrospectively.
6. All work that is undertaken at your home must be carried out by a qualified contractor to an acceptable standard.
7. You must inform us once any work is complete. The Council reserves the right to inspect such improvement works.
8. If the work is unsatisfactory, we will either instruct you to carry out extra works or we will carry out any extra work required and you will be charged.

Tenant's Improvement Compensation

Customers of South Kesteven District Council who have a secure tenancy and have carried out improvement work to the property themselves and have a certificate of acceptance for the improvement, may be entitled to claim compensation for the work when their tenancy ends.

Examples of the improvements for which customers may claim compensation are:

- fitting a bath / shower;
- new storage cupboards in bathroom / kitchen;
- new work surfaces for food preparation;
- installing loft insulation;
- double glazing (or other external window replacement); or
- re-wiring / provision of electrical fittings.

Compensation is only available if the amount is between £50 and £3000, the amount offered is based on the cost of the item, the life span of the item and the age of the item at the time the tenancy is ended.

If a customer wishes to claim compensation for improvements, they must:

- make their claim to the Council in writing;
- provide sufficient information about the improvement work e.g invoices and certificates;
- apply within 28 days before and 14 days after the end of their tenancy;
- provide a copy of the certificate of acceptance issued by the council at the time of the improvement; and
- have started the improvement work after 1 April 1994.

If your tenancy is ending due to an eviction or exercising your right to buy the property you are not eligible for this compensation.

There is legislation which offers further guidance on this matter The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 (legislation.gov.uk)

5. Anti-social Behaviour

We want all our neighbourhoods to live together in harmony. As a tenant, you are responsible for your behaviour and that of your family and visitors, both in your home and in your neighbourhood.

If you, your friends or relatives or any other person living in or visiting your property causes a nuisance to others, or do anything that interferes with the peace, comfort or convenience of other people, you are breaking the conditions of your Tenancy Agreement.

Anti-social behaviour includes (but is not limited to):

- using or threatening to use violence
- verbal abuse
- excessive noise including loud music
- banging and slamming doors
- damaging property
- drug and alcohol related nuisance behaviour
- domestic abuse
- playing ball games close to properties other than on designated play areas
- skateboarding and cycling on footpaths and communal areas
- dumping rubbish
- persistent dog barking and/or not keeping your pets under control
- criminal activity in properties

- spraying graffiti
- throwing things out of windows
- prostitution
- dealing in pornography
- breaking shared security, for example, allowing strangers to get into the building
- not keeping your children under control
- regular car repairs or car repairs at unreasonable hours
- DIY at unreasonable hours

Neighbour disputes – dealing with the problem yourself

Sometimes a clash in lifestyle or a disagreement leads to a dispute between neighbours. If a neighbour is causing you concern, it is usually best for you to talk to them. Often people do not realise that their behaviour is causing anyone else a problem.

Try to organise your thoughts and say everything you intend to. Some useful tips:

- Try to stay calm and friendly, being aggressive is not going to help.
- Explain what the problem is, how you feel and how it affects you.
- Listen to your neighbour and think about what they are saying.
- Try not to interrupt the other person when they are talking and do not shout, even if your neighbour does!
- You should also be prepared to change your own behaviour if it is causing your neighbour a problem.

Talking to Your Housing Officer

If the problem is not resolved, you should contact us. We will discuss your problems with you impartially and in confidence. We will offer advice and assess what action we can take. We may ask you to complete a record of incidents and we may need to know about any other witnesses. We will not contact your neighbour, or anyone else, unless you agree to this being done.

We will want to know:

- What you think has caused the problem
- What has happened. It will help if you have a diary record of times and dates of incidents.
- What action you have taken so far.
- If you have discussed the matter with the Police, another Council service or another organisation. We will need to know who you spoke to and any reference numbers you have
- How this problem has affected you and your family

We always try to resolve any dispute informally wherever possible, in a friendly manner through common sense. If you are still having a problem, we will discuss your options and other ways to resolve it. However, in a small number of cases where there is evidence that a tenant is engaged in anti-social behaviour or is a serious nuisance, we may take legal action against them. In this case, we would need statements from you and other residents, and you may need to attend court.

We take all complaints very seriously and will do everything we can to help you solve the problem. However, we may not be able to resolve every neighbour dispute.

Our aim:

To ensure that people living on and around our estates have and respect, the right to quiet enjoyment of their homes, feel safe and secure, and live in a community where clear standards of behaviour are understood.

We will:

- Investigate all breaches of the Tenancy Agreement that are reported to us.
- Respond to all routine tenancy management issues within designated timescales.
- Contact all those reporting anti-social behaviour within designated timescales.
- Contact all those reporting serious anti-social behaviour within 1 working day in urgent cases.
- Give impartial advice and support if you become involved in a dispute with a neighbour.
- Visit you to discuss matters in the privacy of your home, or if you prefer, you can call into one of our area offices.
- Advise you what we can and cannot do to deal with your complaint.
- Work with you to create an action plan that will clearly set out what will be done and by whom.
- Treat information as confidential when requested.
- Work with you to try and resolve your problems and explain clearly to you what is happening at each stage of the case.
- Interview the people responsible for the anti-social behaviour, where they have been named.
- Offer support for the person who has complained and the person causing the anti-social behaviour.
- Help witnesses to understand the procedure if cases need to go to court.
- Ask you to keep diary sheets, if necessary, of any incident you experience. If you are not able to do this, we will assist you with an alternative way of recording incidents. We will use this information to help us to decide on a course of action. It may also be required as evidence if your case progresses to court.
- Contact and work with other agencies and organisations that may be able to provide information and help you and us to tackle the problem.
- Consider taking legal action, if required, to stop people causing anti-social behaviour on our estates where all other attempts to stop them doing so has failed.

Reporting anti-social behaviour

If you are experiencing anti-social behaviour, there are various ways you can report it. You can visit, telephone, email or write to us.

You can report any problems you are having anonymously, but please remember that we may not be able to investigate the complaint fully, if we have limited information and we would not be able to keep you informed of any progress made.

You can help us by:

- Not retaliating to any incident of anti-social behaviour
- Keeping an accurate record of the date, time, nature and consequences of any incident (including the names of witnesses)
- Reporting crimes, serious anti-social behaviour or vandalism to the Police at the time it is occurring or discovered, or as soon as possible afterwards. Please ask for an incident or crime number when you report the incident, as this will help us in our investigations.
- Following the advice that we give you.
- Acting as a witness in any legal proceedings that we take

Action against your tenancy

The Council has a clear approach to legal action where there is evidence of ASB and/or neighbour nuisance. We will follow housing legislation and the ASB Statutory Guidance to take action against the tenancy, up to and including eviction for serious and/or repeated ASB or criminal behaviour.

Powers and Tools Available to Tackle Anti-Social Behaviour

We will aim to resolve complaints as amicably as possible through the promotion of positive communication. We will take into consideration any possible vulnerabilities when responding to incidents of ASB. We will also consider an incremental approach to how cases are managed.

There are various powers and tools that we can use, such as Anti-Social Behaviour contracts; notices; injunctions and court orders. Further details on these are in the Anti-Social Behaviour Policy.

6. Domestic Abuse

Domestic abuse is a crime. It can happen to anyone and is not the fault of the victim. This is recognised by the Domestic Abuse Act (2021).

The Council does not tolerate domestic abuse by any of its tenants or members of their household.

If you are the tenant or household member who is a victim/survivor of domestic abuse and in immediate danger to your life – contact 999 in an emergency. If you are not able to speak to the operator, use the silent 5. To use this, when you dial 999 and when prompted, press 55. The emergency services can usually locate you.

If you are a victim/survivor of domestic abuse or are concerned about anyone who you think might be, please visit www.ldass.org.uk (Lincolnshire Domestic Abuse Specialist Support). They are an agency that can offer specialist support. If you are a victim/survivor of domestic abuse and need to discuss any housing issues – please contact your housing officer via the main South Kesteven District Council telephone switchboard or complete an online contact form on our website.

We can support domestic abuse victims/survivors to stay in their home or to move home, whichever is appropriate taking into account what is best for the person and any dependents.

Our officers have received specialist training on the signs of domestic abuse and how we can support victims/survivors.

Further information is in the Council's Domestic Abuse Policy.

This can be found on South Kesteven District Council's website: www.southkesteven.gov.uk

Details of support agencies can be found in Appendix 2 of our Domestic Abuse Policy.

7. Safeguarding

South Kesteven District Council is committed to safeguarding the welfare of children and/or young people and adults with care and support needs within the activities we undertake.

Safeguarding encompasses a range of legal duties and responsibilities designed to protect people's health, wellbeing and human rights. Safeguarding exists so we can support people and help prevent problems from escalating, enabling them to live free from harm, abuse and neglect. Our role and responsibilities are clearly defined in our Safeguarding Policy.

If you are at risk or know someone who is, and living in one of our Council properties, please contact the Council. An officer will provide advice and support.

Officers have received specialist safeguarding training to recognise signs of abuse or neglect. They may refer the person to Lincolnshire Adults or Children Safeguarding Services. Officers can advise on details of support agencies and can sometimes refer people to these support agencies for further help.



8. Property Condition and Estate Management

Our aim is to provide clean, attractive and safe neighbourhoods for you to live in. Estate management is the responsibility of tenants and the Council. Where we refer to an estate, this can mean a block of flats or a collection of bungalows or houses with shared internal and/or external areas.

Officers undertake estate inspections throughout the year. We also invite representatives from the Neighbourhood Team, Repairs Team and Police, along with the relevant ward councillors, who attend with us when they can. We look at all sorts of issues, including untidy gardens, fly tipping, abandoned cars and graffiti. With your help we will look at ways of improving the area to ensure it is a more pleasant place to live.

For these inspections to be as successful as possible, we will encourage local residents to join us whenever they can to make sure we are aware of as many issues as possible.

Housing Management

What we will do:

- Respond to all written comments/complaints within in line with the Estate Management Policy.. An officer will visit the area in question and, dependent upon the severity of the comment/complaint, will address the problem with the appropriate tenant or team.
- Remove any offensive or abusive graffiti on our properties or around our estates within 1 working day of the report being received. Any other graffiti will be removed as soon as possible to improve the appearance of your area.
- Ensure that our housing officers visit your local estate on a regular basis.
- Remove any abandoned vehicles as quickly as possible, if we are legally allowed to remove them.
- Act quickly to reports of pests in the communal areas of our flats and on our land and work to eradicate them as quickly as possible or put a monthly baiting programme in place where pests are unavoidable (close to streams/rivers, food outlets, large green areas).
- Provide information to our residents on how to deal with pests (rats, mice and wasps) in their own homes.
- Deal efficiently with infestations of pests, where the Council considers appropriate
- Ensure animals do not cause environmental damage or nuisance on estates
- Inspect and co-ordinate the removal of rubbish that has been dumped on our land. We will try and find out who has dumped the rubbish and they may be prosecuted.
- Work with the community and community groups to improve the appearance of housing estates
- Work closely with tenants to monitor and continually improve our service







9. Health and Safety

There are some things which have a health and safety risk and you must not have in your home without our written permission – see the Health and Safety section and Written Permission section of your Tenancy Agreement.



Fire Safety

Sheltered housing and blocks of flats





In case of fire in your home:

-  If you discover fire, alert other members of your household immediately and ensure that everyone is aware.
-  If you hear the fire alarm in your home, ensure that you and your family immediately start evacuating.
-  Close all doors within your home if it is safe to do so.
-  Evacuate your home, ensuring that your home entrance door is closed behind you.




999

-  When outside the building, dial 999 on a phone and ask for the fire service, giving the building address.
-  When the Fire service arrive, meet them and tell them where the fire is. Do not re-enter the building until they have extinguished the fire and they have let you know that it is safe.

In case of fire elsewhere in the building:

-  Leave immediately and phone Lincolnshire Fire and Rescue by dialing 999 when outside the building. Give the address of the building and wait at a safe distance for the Fire service to arrive.
-  If you discover fire in communal areas, alert any persons in the communal areas to ensure that everyone is aware.
-  Close all doors within the communal areas if it is safe to do so.
-  Evacuate the building.

999

-  When outside the building, dial 999 and ask for the Fire service, giving the building address.
-  When the Fire service arrive, meet them and tell them where the fire is. Do not re-enter the building until they have extinguished the fire and they have let you know that it is safe.
-  Lifts should not be used unless deemed necessary as part of a Personal Emergency Evacuation Plan.

Information for disabled people

The Council recognise that disabled people may be particularly vulnerable during a fire, and we are committed to helping to plan for the safety of all our residents.

Some residents may have difficulty in physically travelling to escape from a fire within their home. We recognise that some people have additional needs and require further support to understand what to do in the event of a fire.

For anyone that needs help or support, the Council will arrange to provide you with a Personal Emergency Evacuation Plan

(PEEP). This is a plan for keeping you safe in an emergency by allowing you to evacuate safely with the aid of specific equipment or information.

Smoke alarms

- All tenanted properties are supplied with a minimum of one smoke detector per floor.
- You should test your flat's alarms, using the "test" button on each alarm, every month, to make sure it works and report any problems to the council.
- If you are a tenant and your home does not have a smoke alarm or if it is defective please contact South Kesteven District Council immediately and report this

Fire doors in communal areas

- Do not wedge these doors open.
- If the door becomes faulty, report it to the Council so that we can repair it.

Further information is available at: Home fire safety – Lincolnshire County Council

Fire Prevention

The best way to way to avoid a fire is to ensure that fire prevention measures in your home and in your building are effective.

We are here to help with this. If you have any concerns, please contact our Housing team by emailing (insert generic email) or by calling **01476 406080**. You can also report concerns to your Housing Officer.

Electric Scooters and Electric Bikes

- Do not charge batteries, e-bikes and e-scooters on exit routes in your home. If a fire breaks out, you won't be able to leave safely. Store them in a shed or garage where possible.
- Never leave your battery to charge when you are out or while you're asleep.
- Make sure your battery and charger meet UK safety standards.
- Use the correct charger for your battery, and make sure to buy from a reputable seller.
- Let your battery cool before charging it.
- Unplug your charger once the battery is fully charged.
- Only charge your battery in an area with a smoke alarm fitted (your home). If one needs installing, contact the Housing team.

For further information, please refer to the Council's Mobility Vehicle Policy.

Mobility Vehicles

Mobility Vehicles should be stored safely, not causing an obstruction or fire risk. Permission to keep a mobility scooter needs to be requested (via the usual contact details for the Council) and permission given in writing.

For further information, please refer to the Council's Mobility Vehicles Policy.

10. Animals/Pets

In recognition of the benefits that pets bring to our lives, we sometimes allow them to live in our Council properties.

Written permission must first be given by the Council, dependent upon the type of property you live in and the pets you have or would like to have. This applies to both new pets and any pets you already have.

- a) If you live in a flat that does not have direct access to a garden or open space, you must get our written permission to keep or continue to keep any pets. However, we would not normally give permission for you to keep any cats or dogs unless there are exceptional circumstances, for example a request to keep a guide or assistance dog.
- b) If you live in one of our sheltered housing corridor schemes, you must get our written permission to keep or continue to keep any pets. If permission is given, you are only allowed to keep a dog or a cat if it does not go outside of the flat. You are only allowed to keep a dog if it is a guide or assistance dog.
- c) When you ask our permission to keep any dogs or cats, we will judge your request on its individual merits. This means that we will consider such things as the type of home you live in, whether you have access to a garden or open space nearby as well as the breed, size and number of dogs or cats you are asking permission to keep.
- d) If you own a dog or cat, you must provide evidence that the dog/cat is microchipped and registered as required by law.
- e) You are permitted to keep a maximum of two small pets in total of either rabbits; guinea pigs; hamsters; or budgies but only if you have adequate caging for them.
- f) To keep rabbits or guinea pigs, you are only permitted to do so if you have access to outside space which is for your use only and they are kept in a cage outdoors.
- g) To keep hamsters and budgies, they must be kept in a cage.
- h) You are permitted to keep a small amount of fish but must be kept in a tank of a suitable size and have adequate room in your home to do this.



11. Gardens

We employ grounds maintenance contractors to maintain the shared green spaces in the estates where you live.

We also provide an assisted garden scheme to help tenants who have difficulty keeping their garden tidy. We offer a service which includes (during the growing season):

- Grass cutting
- Hedge cutting
- Basic tree trimming

The principle of the scheme is to prevent gardens becoming over-grown. The scheme is managed by Housing Services and the work is carried out by a contractor. The service is currently offered free of charge to tenants who are either:

- Elderly (over the age of 70)
- Vulnerable (receiving the mobility component of Personal Independence Payment (PIP))
- Registered blind
- Unable or incapable of maintaining their gardens because of age or disability

You must keep all garden areas neat and tidy. This includes undertaking light pruning of trees, trimming of low hedges and the removal of seasonal debris. If you do not, we will charge you for the work if we have to do it for you. In exceptional circumstances, we may take legal action to force you to meet the conditions or we may ask the court for permission to evict you.

It is the responsibility of the tenant (unless they are on the Assisted Garden Scheme) to maintain any trees, shrubs or hedges and not let them grow to over the height of 1.8m/6ft for both front and back gardens during their tenancy. Basic tree maintenance (from ground level using basic hand tools) must also be undertaken where applicable.

At the end of a tenancy, if any trees, shrubs or hedges have grown to over this height, or if any tree planted by the tenant during their tenancy has grown to an unacceptable size for its setting, any work carried out by the Council to put this right will be re-charged to the tenant as a debt.

For further information relating to trees please refer to the council's tree management policy

12. Vehicles

If we give our permission to build a parking space, garage, or drive, it must be built to a Council standard design. We will withdraw our permission if the parking space, garage, or drive causes a nuisance. A dropped kerb will need planning permission from the County Council and will need to be to a standard set by the Highways Authority.

There are not any designated parking spaces, unless signage states otherwise, eg. for a disabled person.

If the conditions in the Tenancy Agreement regarding vehicles are not complied with, we may remove your vehicle and re-charge you for this. We will give you twenty four (24) hours' notice. We will not be responsible for any damage to your vehicle if we have to remove it.





13. Tenant Involvement

Get Involved Why?

As one of our tenants, your views on how we perform as a social housing landlord are important. Your involvement will help us to deliver the service you want, how you want it and when you want it.

What you get from being involved

- Meet other tenants from across the district and beyond
- Develop and learn new skills and knowledge
- Have your views and ideas heard and listened to
- Improve the service tenants receive
- Make a difference to others
- Getting involved may help you achieve other aims

How you will make a difference

- You will be able to challenge what we do and help change things
- Your input will help us tailor our services to our tenants' needs
- You can help shape and develop your neighbourhood
- Local issues can be resolved at the local level
- If things are not right - help us make it right

How we will help you to get involved

- You do not need specialist knowledge - we will provide any information you need to be able to be involved
- We will provide training for you to be involved
- We will help overcome barriers that restrict you from being involved
- We will pay approved travel expenses
- We will help pay approved child minding and other care costs
- We will provide other help where required
- We will hold meetings and events when and where it suits you

Ways in which you can be involved

There are a range of ways that allow you to choose how much time and commitment you want to give. This can include:

- Meetings in person or online if you prefer
- Being involved in looking at how we do something in more detail
- Completing a survey sent to you by post or online by email, or even by telephone
- Giving feedback as and when you want in the way that suits you best
- Joining officers on estate inspections or when inspecting void properties

Whatever time you can give is valuable to us. How you get involved depends on the time you can give, and the level of commitment you wish to make.

If you would like to be involved

- Email our Community Engagement Officer at **HousingFB@southkesteven.gov.uk**
- Call via Customer Services on **01476 406080** and ask for Housing Services, Community Engagement
- Fill in the online form on the Council's website
- Writing to us at **Housing Services, South Kesteven District Council, Council Offices, The Picture House, St. Catherine's Road. Grantham. NG31 6TT**



14. Succession; Assignment and Mutual Exchange

Assignment of tenancy (legal transfer of your tenancy to another person during your lifetime)

Marriage/civil partnership

If you marry or have a civil partnership, you may wish for your spouse/civil partner to become a joint tenant. South Kesteven District Council will recognise the desire of an existing tenant to make such a request and will not unreasonably refuse it, if we are satisfied certain criteria is met.

Relationship breakdown

South Kesteven District Council also acknowledges there will be times when relationships breakdown and we will offer appropriate housing advice to tenants and/or spouse/partners.

Secure tenants (and introductory tenants in exceptional circumstances) have the right to assign their tenancy in certain circumstances but written permission must be given.

Further details are in the Assignment section of our Tenancy Management Policy.

Mutual Exchange

South Kesteven District Council recognises that because our tenants' needs change throughout their lives, this may result in a need to move home. Exchanging homes with another tenant is often the easiest and quickest way to move. This could be with either: another South Kesteven District Council tenant, another Local Authority tenant or a tenant of another social housing registered provider.

Secure tenants can mutually exchange to any part of the UK. However, tenants may be restricted from moving to a property not suited to their housing needs. For example, moving to a property which results in under occupation or overcrowding may be withheld.

You will need to find another tenant who wants to exchange homes with you. You will both need to complete an application form which is available from our offices. We will need to visit your property to check the condition before we can agree to the exchange going ahead.

You will not be allowed to mutually exchange if:

- There are any rent arrears outstanding
- A notice of seeking possession has been served for any reason
- The property is too big or too small for your needs
- The property has been adapted in any way

Once your application is approved, an exchange date has to be agreed by all parties. You must make sure your rent account is clear and that your property is in good decorative order. We will process applications for mutual exchanges promptly.

Written permission to exchange your home must be sought beforehand. Further details are in the Mutual Exchange section of our Tenancy Management Policy. Introductory tenants do not have the right of exchange.

Succession to a tenancy **(legal transfer of your tenancy to someone after you have died)**

When someone dies, we understand it is a very emotional and difficult time. Unfortunately, there are always some formalities to carry out. The following will hopefully give you some practical help and support in making the arrangements you need to. If you are living with the tenant who has died, you will need to contact the Council to let us know.

When a Council tenant dies it may be possible for a joint tenant, spouse/civil partner/cohabitee, or other family member to take over the tenancy – this is known as a succession. There can only be one succession to a secure tenancy, so if the deceased tenant was a successor to the tenancy, there are no further succession rights in law. However, the Council does have discretion on this.

The person applying for succession needs our written permission. Further details are in the Succession section of our Tenancy Management Policy.

As the tenant, please ensure your next of kin details are up to date with the Council.

15. Ending Your Tenancy

If you want to end your tenancy, you must give us at least four weeks' notice in writing and tell us the address you are moving to before you move out. When we receive your notice, we will contact you to make an appointment for someone to meet you at your home to carry out an inspection before you move out.

We will:

- agree any work that needs to be carried out in your home or garden before you leave
- discuss what can / cannot be left in the property
- discuss whether we need you to restore any alterations you have made to the property

Keys

Your Housing Officer will give you clear instructions of where to hand in your keys, when you give notice that you wish to terminate your tenancy. Before you leave you will need to:

- remove all your belongings and rubbish
- leave your home and garden in a reasonable condition and clean and tidy
- ensure that any damage is repaired
- leave any fixtures and fittings which belong to us in the property
- when you remove any gas appliances arrange to have any gas pipes capped off by a Gas Safe registered plumber or engineer
- Let us know your supplier for gas and electricity so that we can confirm with them final meter readings
- Pay all rent and charges up to the end of your tenancy

Showing new tenants around

We may need to show potential new tenants around your home before you leave and may contact you to arrange this. Viewings will be arranged at a time to suit you, and the new tenants will be accompanied with a lettings advisor. We appreciate your cooperation in allowing us into your home to do this.

Clearing your home

When you move out of your home and you clear it, please take all unwanted household items and rubbish to the nearest waste and recycling centre.

Please do not put household items and rubbish in any communal bins, as these are for the residents use only. It causes a health and safety issue if other residents are unable to use them for their day to day rubbish because they have been filled up by people clearing properties.

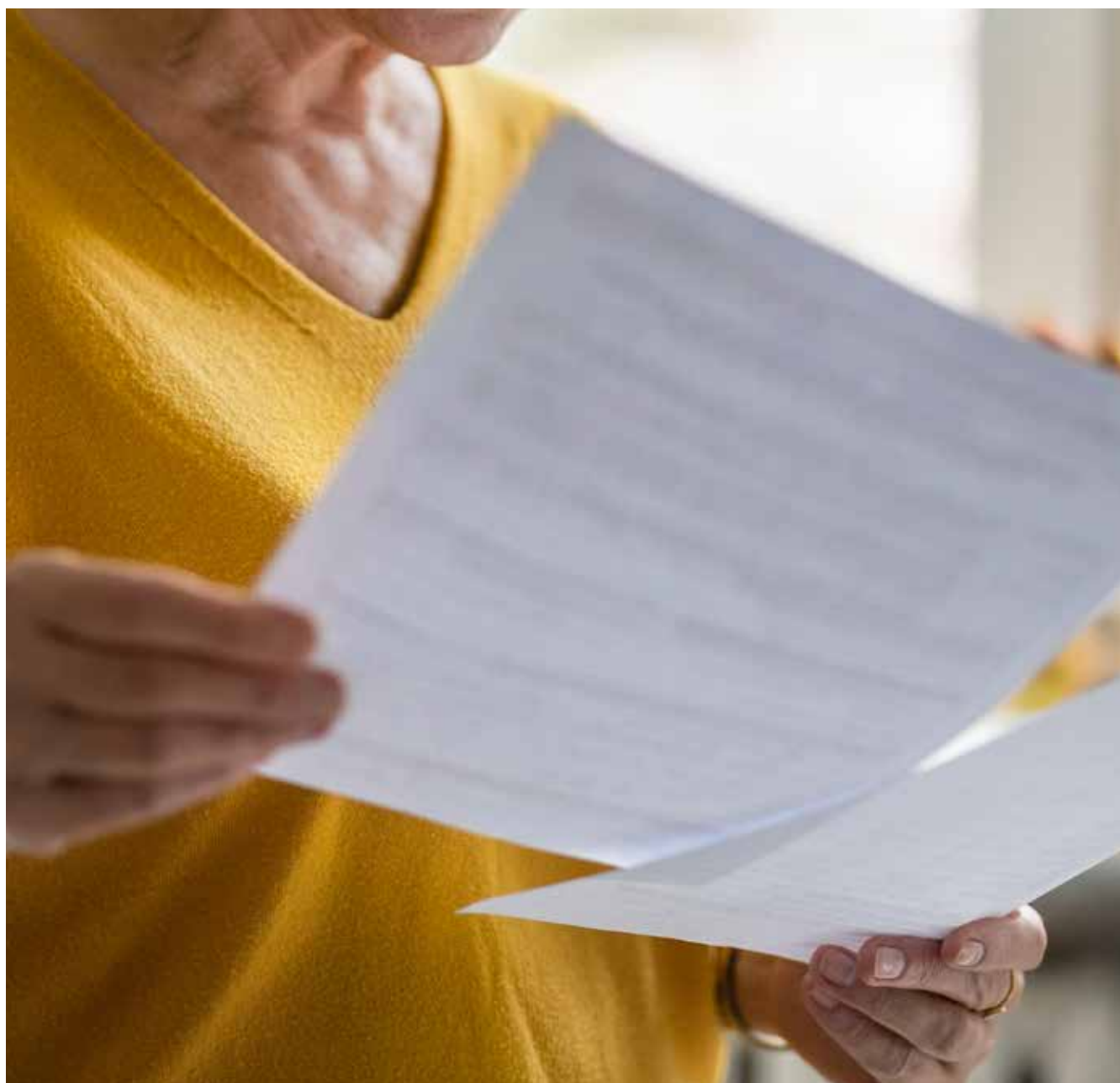
Unfortunately, if people continue to put these types of items and rubbish from clearing properties in the bins, then we will have no alternative but to re-charge them for the removal of it.

16. Written Permission

There are several things you must get our written permission for eg. if you live in sheltered housing or housing with a shared entrance – permission needs to be sought before keeping (or continuing to keep) a pet.

The other things you must get our written permission before doing are set out in the Written Permission section of your Tenancy Agreement.

Written permission can be sought via the usual ways to contact the Council – these details can be found on the last page of your Tenancy Agreement and on the last page of this handbook.



17. Data Protection

South Kesteven District Council processes personal data in compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Our data protection policy and further information can be accessed on our website <http://www.southkesteven.gov.uk>.

Collecting and storing your data

By signing this agreement, you agree and acknowledge that we will hold and process any personal information (including special category personal data such as health information) about you or other family members, household members and visitors to the property that you provide or which has been or will be provided by third parties for the purposes of performing our functions as your landlord. All information will be stored securely and only held for as long as necessary in accordance with our retention schedule

Sharing data

This may include disclosure to other South Kesteven District Council departments or certain third parties as permitted by law such as other Local Authorities including Lincolnshire County Council, Central Government departments such as the Ministry of Housing, Communities and Local Government, contractors processing your information on our behalf, Social Services, Police, Department of Work & Pensions, Home Office, Court Service, Probation, Private Registered Providers (Housing Associations), Health Authorities, Utility companies such as Anglian Water and Support Agencies.

Your personal data will be processed in accordance with the law and no personal data will be sold to third parties. Your personal data will only be shared with others where this is permitted by law.

Your rights

You have the right to see data which we hold about you. We are only allowed to refuse you access to your data in limited circumstances, for example where information may identify a third party who has not consented and the inclusion of their data is not permitted by law. You have the right to request that your data be rectified if incorrect, to object to or restrict data processing and the right to erasure of your data in certain circumstances.

For further advice and information regarding access to personal information please see our privacy notice for customers at <http://www.southkesteven.gov.uk> or contact our Data Protection Officer at dpo@southkesteven.gov.uk.

End of tenancy

If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, we may confirm your contact details to the company to whom the money is owed or any agent acting on their behalf.

18. Fraud and False Statement

False statement

We may take action to repossess your home (under schedule ground 5 of the Housing Act 1985) if you, or someone acting on your behalf, has made a statement relating to your housing application which you/they knew to be false or could be false or you/they deceived us regarding information supplied on your application.

Fraud

The data held by us in respect of your tenancy will be used for cross system and cross authority comparison purposes for the prevention and detection of fraud (this is a requirement under section 6 of the Audit Commission Act 1998).

19. Alternative Formats and Languages

South Kesteven has a rich and diverse culture - a community made up of people from different cultures with differing backgrounds, beliefs and experiences. This diversity is one of the things that make South Kesteven such a great place to live and work.

To ensure all residents of South Kesteven have access to our information, it is available in a range of different languages and formats, including large print, Braille, audio tape and computer disc.

To request a document in a specific language or format, you can ring us or e-mail us:
01476 40 60 80
communications@southkesteven.gov.uk

Large print, Braille, audio tape or computer disc

This information can be made available in large print, Braille, on audio tape or computer disc. If you, or someone you know, might benefit from this service, please contact us.

Česky / Czech

Tato informace může být dostupná i v češtině. Pokud byste Vy, a nebo někdo koho znáte, mohl využít tohoto servisu, obraťte se prosím na nás.

Magyar / Hungarian

Ezeket az információkat magyar nyelven is tudjuk biztosítani. Ha Ön, vagy valaki, akit Ön ismer igényt tart erre a szolgáltatásra, kérem, keressen fel minket.

Latviski / Latvian

Šo informāciju var iegūt arī latviešu valodā. Ja Jums vai kādai no Jūsu paziņai šādi pakalpojumi nāktu par labu, lūdzu kontaktēties mūs.

Lietuviškai / Lithuanian

Šią informaciją galite gauti lietuvių kalba. Prašome kreiptis į mus, jei jums arba jūsų pažįstamiems ši paslauga galėtų būti naudinga.

Polski / Polish

Informacja ta może być dostępna w języku polskim. Jeżeli Państwo albo ktoś kogo Państwo znają, może z tej usługi skorzystać, proszę nas kontaktować.

Português / Portuguese

Esta informação pode ser disponibilizada em português. Se você, ou alguém que conhecer, beneficiar com este serviço, por favor contacte- nos.

Русский / Russian

Данная информация может быть предоставлена на русском языке. Если Вы или Ваши знакомые посчитаете такую услугу необходимой, пожалуйста, свяжитесь с нами.

Türkçe / Turkish

Bu bilgiler Türkçe dilinde mevcuttur. Siz veya bir tanıdığınızın bu hizmetten faydalanacağını düşünüyorsanız lütfen bizi arayınız.



Tell us what you liked...

This could be about a person, a service, a single event or a chain of circumstances that made your experience a positive one.

Tell us what you thought...

About a standard of service, policy or decision made by SKDC or our team. Maybe you have a suggestion about something we could do differently.

Tell us what you didn't like...

Perhaps about a standard of service, a failure to meet your expectations, an action or a lack of action or because you found it difficult to access our services – anything which you feel is unacceptable.

What will we do when we receive your feedback?

- acknowledge and respond to your feedback within the laid down time limits
- in our acknowledgement, tell you the name of the person or section that will deal with your feedback
- if the investigation results in complexities which mean we can't meet our own timescales we will keep you fully informed
- in our response tell you what we can do or what we are not able to do and why
- admit when things go wrong
- learn from your feedback, and share that learning across the organisation
- if this process does not cover your complaint (eg if there is a statutory right of appeal etc) we will advise you the course of action you need to take

Your opinion is important to us, so every effort will be made to support you through this process.

If you would like:

- assistance in completing the feedback form
- the feedback form in a different format eg: LARGE PRINT
- the guidance in another language

Please phone us or call into your nearest office where our staff will be happy to help you.

Compliments

We will ensure that the positive feedback is shared with the service and if appropriate the individual involved and acknowledge your compliment.

Comments

We will reply in full to explain why a decision or process exists in its current form, what we might do differently or why we won't be able to change things in the future.

Complaints

We will always aim to resolve your complaint with a full response or explain why we are unable to and give you a date we aim to respond to you by.

For full details, please refer to our Housing Customer Feedback Policy, available on our website at: www.southkesteven.gov.uk/feedback or on request.

We want to make it as easy as possible for you to feedback to us, you can do this by:

- filling in a feedback form online www.southkesteven.gov.uk/feedback
- emailing Customer services customerservices@southkesteven.gov.uk
- calling our customer service team on 01476 406080
- write us a letter and send it to: The Customer Services Manager, South Kesteven District Council, Council Offices, The Picture House, St Catherines Road, Grantham, Lincs NG31 6TT

South Kesteven District Council
The Picture House
St Catherines Road
Grantham
Lincolnshire
NG31 6TT

Bourne Council Office
3 Abbey Road
Bourne
Lincolnshire
PE10 9EF

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