



**Clydesdale Housing Association**  
**Tenants Handbook**

## Introduction

This document is given to our tenants to provide them with useful information and advice.

It answers general questions describes how we operate, and the main services we provide to you. It is a reference document and should be kept in a safe place so that you can refer to it when you need to. It does not give a detailed account of your legal rights, or your rights or responsibilities while you are a tenant with us.

It is also **not** meant to be a replacement for personal contact with us. If you need more detailed advice on any matter regarding your tenancy, we will be happy to discuss this at the office or in your own home.

The information contained in this document is correct at the point of printing but will be updated when changes to our services or your legal rights or responsibilities occur.

Please Note: On request, we will provide translations of all of our documents, in various languages and other formats such as computer disc, tape, large print, Braille etc. This can be arranged by contacting the office.

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# **Section 1**

## **About Clydesdale Housing Association**

### ***Background***

Clydesdale Housing Association was established in 1987 and is a registered social landlord (RSL) with Communities Scotland. The Association is registered as a Charity with the Inland Revenue (SCO34228).

The Association has approximately 700 houses and provides services to tenants and a small number of sharing owners. We also provide a factoring service to some owner occupiers.

### ***Management of the Association***

The running of the Association is the responsibility of the Committee of Management and is delegated to paid staff. The Committee are elected by the members of the Association.

The Committee is advised by the members of staff through a system of Committee meetings where detailed reports are presented on all of the Association's activities.

### **Our Aims**

1. To provide a range of good quality affordable houses which we will allocate to people in housing need.
2. To provide a caring and efficient housing management and maintenance service, ensuring the comfort, safety and well-being of current and future tenants.
3. To promote choice and independence by providing suitable housing for those with special needs and promoting equality of opportunity in access to housing.
4. To keep improving by listening to our customers, managing the performance of our staff and planning ahead improvements to our services.
5. To secure the financial viability and long term future of the Association by operating efficiently, with effective financial management.
6. To ensure that the work of the Association is managed by a Committee and undertaken by staff with the necessary skills, experience and knowledge of housing issues.
7. To establish and maintain a broad membership base and encourage tenant membership of the Association and participation in its management.
8. To work closely with other agencies to improve the range of services we offer.

## ***Our Office***

Clydesdale Housing Association  
St. Kentigern's Church  
St. Kentigern's Court  
15 Hope Street  
Lanark  
ML11 7LZ.

Telephone: 01555 665316  
Fax: 01555 666144  
E-mail: [mail@clydesdale-housing.org.uk](mailto:mail@clydesdale-housing.org.uk)  
Website [www.clydesdale-housing.org.uk](http://www.clydesdale-housing.org.uk)

Registered as a Charity with Inland Revenue SC034228

## ***Opening Hours***

Monday – Thursday	9.00am – 1.00pm	2.00pm – 5.00pm
Friday	9.00am – 1.00pm	2.00pm – 4.00pm

**Our office is closed every Tuesday between 12.00pm and 1.00pm for staff training**

## ***Staff Team***

Joe Gorman, Chief Executive  
Jane Guthrie, Depute Chief Executive  
Eileen Wilson, Finance Manager  
Stewart Williamson, Housing Manager  
Vicky McGilvary, Technical Services Manager  
Alex Knox, Maintenance Officer  
Paul Agnew, Housing Officer  
Wilma Stalker, Housing Officer  
Joyce Watson, Corporate Services Assistant  
Michelle McManus, Corporate Services Assistant  
Joan Docherty, Temporary Corporate Services Assistant  
Olivia MacLennan, Administrative Assistant

## ***Our Services***

### Housing Management

- Advising and liaising with tenants, sharing owners, applicants and the general public on all aspects of housing management, including applications, allocations, rents, arrears, repairs, Housing Benefit and general tenancy issues.
- Encouraging tenant consultation and participation.

### Technical Services

- Undertaking day to day repairs.
- Programmed cyclical maintenance.
- Planned replacement of aging building components.
- Identifying and participating in housing initiatives in partnership with others.
- Providing new housing and rehabilitating existing properties.
- Adapting existing properties to suit people's medical needs.

### Factoring

- Management and Maintenance of common areas for sharing and outright owners.

These core activities are supported by the following services:

- Finance
- Servicing and Supporting the Management Committee
- Corporate Services

## ***Membership of the Association***

Membership of the Association is open to everyone from 16 years of age on payment of a £1.00. As a member, you are entitled to attend the Annual General Meeting and stand for election as a Committee Member.

Tenants are actively encouraged to join the Association to participate in the Association's activities and influence the running of the organisation.

An application form for membership of the Association is included.

## Section 2

### Your Tenancy Agreement

#### *Tenancy Agreement*

The Housing (Scotland) Act 2002 introduced a number of changes to your tenancy rights which took effect on 30<sup>th</sup> September 2002 when tenants of housing associations became Scottish Secure Tenants. Some of these new rights will be explained in more detail in other parts of this Handbook. A leaflet produced by the Scottish Executive is available on request.

This means that you have a legal right to stay in your home, for as long as you want to, provided you abide by the terms and conditions specified in your Tenancy Agreement. You cannot be evicted from your home without us obtaining a court order.

The Tenancy Agreement sets out your rights and responsibilities as a tenant, and those of the Association as your landlord. If you require a copy of your Tenancy Agreement in another language or format (such as Braille or audio tape) please let us know and we will provide you with one as soon as we can.

The tenancy agreement covers the following areas:

- When your tenancy started
- How the rent charge is broken down and when we will increase your rent
- Your responsibilities in relation to payment of Council Tax
- Changes to the Agreement
- Use of the Property and Common Parts
- Keeping Pets
- Respect for others
- Sub-Letting, Assignment and Exchange of your Tenancy
- Repairs, Maintenance, Improvements and Alterations
- Repairs and Maintenance your responsibilities and rights
- Ending the Tenancy
- After the tenants death
- Information and Consultation
- Complaints
- General provisions; Right to Buy; Management Services; Permissions

## ***Joint Tenancy***

If someone else lives with you, or is going to live with you, you can nominate them to become a joint tenant, provided the house is their only home. We would not object to this unless we have a very good reason for doing so.

## ***Marital/Relationship Breakdowns***

The Matrimonial Homes (Family Protection) (Scotland) Act 1981 gives rights to the non entitled spouse of a tenant eg., a spouse who is not a tenant or joint tenant to live in the house, even if the marriage breaks down.

A partner of a tenant may have limited rights to occupation but has to apply to the Courts to have these declared.

If you are married to the tenant these rights are automatic and are enforceable through a Court of Law if your spouse who is the tenant refuses to allow you to enter the property, tries to remove you from the home or tries to give up the property without your permission.

## ***Buying your Home***

If you had the right to buy your home before 30<sup>th</sup> September 2002 as a tenant who transferred from Scottish Homes, you retain that right along with any existing terms and conditions, for as long as you retain that tenancy (referred to as the "Preserved Right to Buy"). If at a future date you are considering moving, you may wish to seek clarification of the implications of your right to buy at that time.

Dependant on certain conditions tenants of properties built or acquired after October 2002, may be able to buy their home under the Modernised Right to Buy.

Further information on the right to buy can be provided on request.

## ***Sub-Letting, Assignment and Exchange of Tenancy***

It is possible for you to take in a lodger; sub-let all or part of your house; or assign or pass the tenancy on to someone else. However, before you do this you must get our written permission.

If you want to assign your tenancy to someone living there, the house must be that individual's principle home, and he or she must have lived there with the landlord's prior approval for at least 6 months before you apply for permission.

## ***Succession***

In the event that you die, your tenancy can be succeeded by the following people:

- Your wife or your husband
- The joint tenant
- Your partner provided they lived with you for six months beforehand.

If none of the above qualify or choose not to succeed to the tenancy, then the tenancy can pass to another member of your family who was living with you when you died, or to a carer. A carer is someone who lived with you and gave up his or her only or main property to care for you, or a member of your family.

The tenancy can be succeeded to twice. If a husband or wife dies, then the tenancy would pass to the surviving partner. When the surviving partner dies then the tenancy could pass to an adult son or daughter.

## ***Terminating your Tenancy***

The tenancy agreement can be ended by notice or agreement.

### **By Notice**

You along with any joint tenant, require to give us 28 days notice in writing or verbally. Once you have told us you want to terminate your tenancy, we will write to you confirming this enclosing a termination of tenancy form which you will require to complete. You will also receive an end of tenancy checklist and an exit survey form. The end of tenancy checklist provides useful information on what to do when you end your tenancy.

The exit survey provides us with useful information on why people want to leave our properties which may influence how we plan for the future.

At some point after you have told us you want to terminate your tenancy, we will arrange for a Housing Officer to visit you. During the visit, they will agree with you any obvious repairs which you are responsible for. A further inspection will take place by the Maintenance Officer when you vacate the property at which point more repairs that are rechargeable to you, may be identified.

You will be required to leave the property in a standard acceptable to us in compliance with the tenancy agreement. (Refer to Repairs and Maintenance Section).

### **By Court Order**

Where a Sheriff grants an order for eviction against you where you have breached the terms of your Tenancy Agreement.

### **By Abandonment by You**

Where we believe you have abandoned your house we may end your tenancy and take back the property from you. We would only do this once we have served you with a legal notice.

### **By Death**

If you die and the tenancy does not pass to someone else under the succession rights, the tenancy automatically ends and we are entitled to immediate possession but we will allow a reasonable period for next of kin to remove personal belongings etc.

### **By Sale to You**

If you buy your house from us through the Right to Buy, your tenancy would terminate on the settlement date.

### **By Conversion to a Short Secure Tenancy**

If an anti-social behaviour order has been granted against you or anyone living with you, we may serve a notice to convert your tenancy to a Short Scottish Secure Tenancy. This has the effect of terminating your Scottish Secure Tenancy and will affect any right to buy entitlement you may have.

### **Moving Out**

You should only hand in keys to us when you have completely moved out of the property as you will not have a right to re-enter the property once it is in our possession. All keys should be returned to us and any in excess of those supplied to you initially should be destroyed.

### ***Use of the House and Common Parts***

You must take entry to your home, occupy it as a private dwelling, furnish it and use it as your only or principal home. You are entitled to have members of your family occupy the house with you as long as this does not lead to overcrowding.

You must tell us in writing within 4 weeks if there is a change in the number of people living within your home. If you wish to take in a lodger, a sub-tenant, change, or assign your tenancy, you must get our prior written permission.

As a tenant, you are responsible for the conduct of members of your household and visitors to your home. You, any members of your family, or any visitors to your property must take reasonable care to prevent damage to:

- The house
- Decoration
- Fixtures and fittings
- Common parts
- Your neighbour's property.

## ***Running a Business in your Home***

Neither you, nor anyone living with you is allowed to run a business from the property without our prior written consent. You cannot allow the house to be used for illegal or immoral purposes. This includes, but is not limited to dealing in controlled drugs; running a brothel; dealing in stolen goods; illegal betting and illegal gambling.

## ***Communal Areas***

You must take your turn with all the other tenants who share common areas, in keeping them clean, tidy, and free from litter, including washing of stairs and windows where required.

## ***Rubbish Collection***

Littered and untidy bin areas are a health hazard and attract pests and vermin. Please keep bin areas clean and tidy by making proper use of the refuse disposal system provided and put out your bin as required by South Lanarkshire Council's weekly collection.

South Lanarkshire Council will collect large items of household refuse, free of charge provided you telephone them and explain what is due to be collected. The telephone number to ring is **01698 717777**. Please **do not** place unwanted household items outside your home without having first arranged a special uplift as this could represent a safety or fire hazard.

## ***Pets***

You can keep one domestic pet in your house but must abide by the specific conditions contained in your tenancy agreement. The pet must be kept under proper control at all times and not be allowed to cause nuisance or annoyance to your neighbours.

## ***Gardens***

Where you have sole use of the garden attached to your house, you need to keep the garden, footpaths and driveways in good and tidy order; free from weeds, litter, dog and other animal dirt.

Where you share a garden with others, you need to take your turn to keep the garden, footpaths and driveways in good and tidy order; free from weeds, litter, dog and other animal dirt.

## ***Car Parking***

Parking spaces are provided for the benefit of tenants and their visitors. There is only a limited number of spaces available. In cases of disability, a parking space may be allocated to an individual tenant where justified.

Please make sure you are being reasonable and considerate with your neighbours over car parking spaces which are at a premium.

Please do not park untaxed and unroadworthy vehicles in the car parking areas. Where identified they will be reported for removal.

## ***Driveways***

Are intended for the off street parking of private motor vehicles, they are not intended for long term off street parking or storage of vehicles that are only periodically used e.g. caravans and trailers etc.

## ***Respect for Others***

It is the right of everyone to live peacefully in his or her home. As a tenant, you, anyone living with you or visiting you must act in a reasonable manner. You must not harass or act in an anti-social manner towards any person in your neighbourhood.

If you have a complaint about other people's anti-social behaviour let us know. We will investigate and take action if appropriate.

Noise can be a common complaint. Too much noise from parties, televisions or hi-fi equipment can cause a nuisance to your neighbours. Please therefore try to keep noise to a minimum. Where you think noise is excessive you can contact this **freefone hotline number 0800 242024**.

If you do disagree with your neighbours, it is best if you can solve the problem between yourselves. It is possible that it is a simple misunderstanding or lack of communication and a friendly word is often enough to resolve things.

If however you are not able to resolve the problem between yourselves, or indeed you feel the situation is too serious, then you should let us know.

## ***Vandalism***

We wish to protect the fabric and appearance of our properties and as such view vandalism as a criminal act which will be reported to the Police. Please assist us in protecting our properties and our neighbourhoods and report any vandalism you witness to the Police and to us.

## ***Alterations to your Property***

The Association understands that you may wish to improve or alter certain aspects of your home, such as fitting a shower, changing the internal doors or building a garden shed. You are entitled to undertake such alterations or other improvements at your own expense, but before doing so, you must obtain the Association's written consent which will not be unreasonably withheld.

We need to make sure the alteration or improvement proposed will not affect the structural stability of the property and that the necessary planning consents have been obtained where appropriate, and that the work will be carried out to an acceptable standard and by a qualified tradesperson. We

may also impose a condition that you reinstate the property when you terminate your tenancy with us.

As a generality, alterations or improvements to new dwellings (less than 12 months) will not be approved before the Contractors Defects Liability Period has expired.

### ***Right to Compensation for Improvements***

You may be entitled to compensation for improvements you have carried out to your property while you were a tenant with us, when your tenancy ends. We must point out that before you alter or improve your property you **must** get permission from us in advance. Failure to do so may compromise your right to claim compensation in the future.

Not all alterations to your property will result in you having a right to compensation. A leaflet produced by the Scottish Executive on how the scheme operates is available on request.

### ***Right to Repair***

As a Scottish Secure tenant of the Association, you have the right to have certain repairs carried out within certain timescales. More information on this scheme is provided in Section 4 Repairs and Maintenance Service

### ***Right to Information and Consultation***

We have certain obligation to you as a Scottish Secure Tenant to provide you with information, and to consult with you on matters which affect your tenancy. We are also required to have a tenant participation strategy in place which sets out our approach to tenant participation. We have a strategy document in place which can be made available to you on request. A leaflet which has been produced by the Scottish Executive is available on request.

## Section 3

### Moving into your new Home

#### *Moving in Advice*

This may be your first tenancy, or you may have been a tenant with another landlord. As a tenant of ours, we aim to provide you with advice and information at the start of your tenancy which will assist you to move into your new home with ease.

You will have been given a New Tenancy Checklist which provides some guidance on who you need to contact and what you need to do when you take up your tenancy.

#### **New Tenancy Checklist**

1.	Pay one months rent in advance and note that your rent should be paid on or before the due date of the 28 <sup>th</sup> of the month	<input type="checkbox"/>
2.	Turn on the electricity, water and gas supply by contacting your new provider	<input type="checkbox"/>
3.	If you have children at School advise and inform the education authority of your move	<input type="checkbox"/>
4.	Advise the following that you have a new tenancy:	
	South Lanarkshire Council - Council Tax – 01555 673000	<input type="checkbox"/>
	South Lanarkshire Council – Housing Benefits – 01555 661212	<input type="checkbox"/>
	G.P./Hospital	<input type="checkbox"/>
	Phone company	<input type="checkbox"/>
	Power supplier/Gas supplier (remember to give them an incoming meter reading(s))	<input type="checkbox"/>
	Bank/Building Society/Credit Companies	<input type="checkbox"/>
	Benefits Agency – 01555 673000	<input type="checkbox"/>
	Inland Revenue	<input type="checkbox"/>
	Insurance Company	<input type="checkbox"/>
	Royal Mail – to redirect your mail to your new address	<input type="checkbox"/>
	Friends & Relatives	<input type="checkbox"/>
	Any clubs or organisations that you are a member of	<input type="checkbox"/>
	Television Licensing	<input type="checkbox"/>
	Premium Bonds/Shares etc..	<input type="checkbox"/>
5.	Contact the Council's bulk uplift service if have any unwanted items to be disposed of – 01698 717777.	<input type="checkbox"/>
6.	If you require any repairs to your property please contact the office during working hours on 01555 665316 and press Option 1	<input type="checkbox"/>
7.	If an emergency repair occurs when the office is closed please contact South Lanarkshire Council – Out of Hours Emergency Service on 0800 242 024 (this service is for emergencies only and SLC Staff will determine this, although advice can also be given)	<input type="checkbox"/>

It can be difficult to absorb all the information you are given when you sign up for your new tenancy so this section of the Handbook has been developed to assist you.

## ***Security***

The locks provided are intended to ensure the property is lockfast. Whilst we have provided a number of sets of keys and have insured the locks are operable, we do not give any guarantee of their robustness for security purposes. That is your responsibility and you can supplement the existing locks or replace them as appropriate.

## ***Your Rent***

Your rent is based on two elements for the vast bulk of our tenants. A rent, and service charge. These are combined and you are charged one monthly sum of money.

Your rent is due on or before the 28<sup>th</sup> of each month in advance; for example, your April rent is due on the 28<sup>th</sup> of March .

## ***Methods of Paying***

We have three main methods to allow you to pay your rent:

1. Cash – you can pay your rent at the office.
2. Standing Order – you can set up a standing order with your Bank who will pay the rent on your behalf as long as you have enough cash in your account to cover the payment. Please note that standing orders are different from direct debit because you have to instruct the bank how much to pay which can cause confusion when your rent is increased. You need to let your Bank know how much your rent has increased by; otherwise, they will continue to pay at the old rate. Arrange for your standing orders to be deducted 3 days before the 28<sup>th</sup> of the month to ensure that the payment reaches us in time.
3. Girobank – we can provide you with a girobank payment book which you can use at the post office. Please note there is always a delay between you paying at the post office and us receiving the month. Arrange to pay your rent before the 28<sup>th</sup> of the month to ensure that the payment reaches us in time.

## ***Housing Benefit***

You may be entitled to help in paying your rent. We would strongly encourage you to apply for Housing Benefit even if you do not think you would be entitled to it. We will provide you with a Housing Benefit Application Form when you sign your new tenancy and guidance on what information you need to provide when submitting your claim. Please do not assume that you won't be entitled to benefit, it is always worthwhile making a claim.

We can do a quick calculation when you sign up for your new tenancy but would advise that this would only be for guidance purposes and may not be accurate. You can apply to South Lanarkshire Council, who provided you have supplied all the necessary information with your claim form, will process your claim within 20 days.

### **How much Housing Benefit will I be entitled to**

This will depend entirely on your individual circumstances, and on who is living in your house with you. Once your claim has been assessed you will be informed whether you are entitled to full housing benefit, part housing benefit or no benefit. You will be liable for payment of any shortfall between the standard rent and housing benefit (assuming that this is paid directly to us on your behalf).

### **Changes in Circumstances**

Any changes in your circumstances which could affect how much benefit you are entitled to must be notified to South Lanarkshire Council immediately. If you don't inform them, it may lead to them paying you either too much or too little housing benefit which could affect your ability to pay your rent. Provided you give South Lanarkshire Council all the necessary information, they will process your claim within 7 days.

The types of changes of circumstances that should be notified immediately are in relation to earnings, other state benefits, family composition or non dependents change of income. If you are in any doubt about whether a change in circumstances is relevant, you should always check with South Lanarkshire Council. Any overpaid benefit we have to refund is recoverable from you and may adversely affect your tenancy.

### **How Benefit is Paid**

Housing Benefit is paid four weekly in arrears. Because housing benefit is paid four weekly in arrears whether you are on full benefit or part benefit you will always have a rent arrears balance. Whilst you continue to be entitled to benefit and it is paid directly to us, this is not a problem.

We will be given a housing benefit notification from South Lanarkshire Council on how much benefit you are entitled to. From this information, we can work out how much you are due to pay to us monthly in advance.

Housing Benefit can be paid directly to us which we would encourage you to do. Housing Benefit is then paid to us on your behalf but it must be stressed that the relationship is between you as a claimant and South Lanarkshire Council.

You must therefore keep South Lanarkshire Council informed if your circumstances changes because they will seek to recover any overpayment they have made either from you or us as your landlord which will lead to your rent account falling into arrears.

## **Housing Benefit Reviews**

South Lanarkshire Council is legally required to review benefit claims at times to ensure that claimants are receiving the correct amount of benefit. These reviews can be done in three different ways. A home visit may be carried out by a Council Officer and they will complete the necessary paperwork with you. Alternatively, you may receive a form through the post which you must complete and return. You may be contacted by telephone and asked to answer the questions contained in the benefit review forms.

If you do receive a review form, you must provide South Lanarkshire Council with all the relevant information within the specified timescales as failure to do so may result in your benefit being suspended and arrears will begin to build up on your rent account.

## ***Rent Arrears***

It is unfortunate that some tenants experience difficulty paying their rent. This could be because they have not claimed housing benefit, or they have underestimated how much it costs to rent a property including paying Council Tax.

The Association has a firm but fair approach to rent arrears. We will provide you with as much information and assistance as possible and will work with you to make sure your tenancy is not put at risk.

It is very important that you keep us informed if you are having trouble paying your rent. Depending on your circumstances, we can allow you to pay your rent weekly, fortnightly or monthly if this helps.

## ***Our Approach to Rent Arrears Recovery***

We seek to contact tenants who are in arrears as early as possible and by using the services of specialist agencies for debt counselling and benefit advice.

The aim of this new approach to rent arrears recovery is:

1. **To maximise rental income.** Rents are the main source of income for us, and allows us to: deliver day to day services to you; plan for the future maintenance of your property; and pay for the costs of running the organisation.
2. **Prevention.** To let you know you are in arrears early, so that we can work with you to bring your rent account up to date.
3. **Keeping you in your tenancy.** Providing you with a comfortable safe and well maintained property is one of the most important services we provide to you. We want to make sure your tenancy is not threatened by you not paying your rent. If you are experiencing difficulties in paying your rent, you **must** let us know. We will be

happy to discuss your circumstances and agree with you how you can reduce your rent arrears and safeguard your tenancy.

Recovering rent arrears is a very time consuming process. It is also a two-way process and requires your co-operation. What you can do to help is:

- **Make your rent payment on time.** Your rent is due on or before the 28<sup>th</sup> of each month in advance.
- **Keep to payment arrangements.** If we have agreed a payment arrangement with you, it is important that you keep to this arrangement. The payment arrangement we make with you will be based on what you can afford to pay.
- **Work with other agencies.** We work with representatives from South Lanarkshire Council's Money Matters Advice Service, and Clydesdale Citizens Advice Bureau who have agreed to work with tenants to resolve financial difficulties. We have a mandate which we will ask you to fill in when you sign your tenancy agreement. This allow us to refer you to these agencies should you fall into rent arrears. They are keen to help you, have a vast amount of experience in debt counselling, and benefit entitlement advice. They are there to help you so we would strongly encourage you complete the mandate authorising us to make referrals when appropriate and to be retained on file for future reference.
- **Keep us informed.** Finding yourself in financial difficulty can be very stressful – if you let us know that you are having problems we can help you – if you don't let us know, you are putting your tenancy in jeopardy.

### **Rent Arrears Recovery**

The approach that we have developed to rent arrears means that you can expect to receive early notification/contact from us if you have not paid your rent. We are aware that some of our tenants have entered into an agreement with us to pay the rent on a specific day of the month or to pay weekly, fortnightly or monthly.

If you are a new tenant with us, we will expect you to pay your rent on or before the 28<sup>th</sup> of each month, and we will pursue you for payment in accordance with our rent arrears escalation procedures.

We will also be monitoring payment arrangements you have made with us on an ongoing basis.

The most important aspect of rent arrears is working with you to make sure your tenancy is not put at risk. The Association has an obligation to work with you to keep a roof over your head, but also needs to make sure we gather in the rent money due to us to run the business and provide you with a satisfactory service.

## **South Lanarkshire Council – Money Matters Advice Service**

The Money Matters Advice Service which is run by South Lanarkshire Council provides free advice and assistance on a wide range of money related issues.

### **How Money Matters can help you:**

#### **Debt Problems**

Specialist Money Advisors are employed who can help people who are facing debt problems. Advisors can help in negotiating more affordable repayments. Advisors can also ensure that people with debt problems receive their full benefit entitlement.

#### **Assistance with Claim Forms**

Even although you are already receiving benefit, are in work, or have retired, you may not be claiming all the benefits you are entitled to receive. Staff in the Money Matters Advice Service can check whether additional benefit should be claimed.

#### **Representation**

Sometimes the claim you make for benefit will be refused. The DSS can be asked to look again at a decision – this is called a review. Staff in the Money Matters Advice Service can provide advice, assistance and full representation to people who wish to challenge an unfavourable decision, either at review, or at the appeal stage.

All enquiries to the Money Advice Service will be treated seriously and responded to in a professional manner by advisors who work to the highest standards. They are working on your behalf in matters which may concern you to improve the quality of your life.

#### **Money Advice Service Accessibility**

South Lanarkshire Council's Money Advice Service is open Monday to Thursday 8.45am until 4.45pm and Friday 8.45am until 4.15.

Advice can be offered by telephone or by appointment with an advisor. A Home visit can be arranged if you are unable to call at an office.

#### **Money Matters Can be found at:**

South Vennel, Lanark	01555 673539
9 Kirkton Street, Carluke	01555 777882
Brandon Gate, 1 Leechlee Road, Hamilton	01698 453421
30 Union Street, Larkhall	01698 453070

They can also be found in East Kilbride, Blantyre, Cambuslang and Rutherglen

## ***Citizens Advice Bureau***

Offers free, confidential, impartial and independent advice on:

- entitlement to benefits
- rights and options to manage your financial difficulties
- and can help you to negotiate with your creditors

Their address is

***Clydesdale Citizens Advice Bureau,***

***10-12 Wide Close,***

***Lanark***

***Monday – Thursday, 10.00am – 3.00pm***

helpline: 01555 664301 (24hr answering machine)

email: [advice@clydesdalecab.casonline.org.uk](mailto:advice@clydesdalecab.casonline.org.uk)

weekly outreach clinics in Biggar, Carluke, Douglas, Kirkmuirhill, Carstairs, Glespin, Forth & Coalburn

home visiting service

## ***Council Tax***

Your monthly rent charge does not include Council Tax. You are responsible for this and should make payment to South Lanarkshire Council. If you are in receipt of full housing benefit, your Council Tax will also be covered with the exception of the water and sewage charge which you will pay yourself.

## ***Home Contents Insurance***

We are responsible for insuring the fabric of the building, **not the contents**. In the event of fire or a flood, your belongings are **not** covered by our insurance. You are responsible for insuring the content of your home.

If you do not currently have your contents insured, we would strongly urge you to do so. Tenants of the Association are eligible to join a low cost home insurance scheme run by the Scottish Federation of Housing Associations called the “Diamond Insurance Scheme”. Please contact the office for information or an application form.

## ***Settling in Visit***

Within 1 month of moving into your home, you will receive a visit from one of our Housing Officers. The purpose of this visit is to make sure you have settled into your new home and to answer any questions you may have about your tenancy with the Association.

We also take this opportunity to gather some customer satisfaction information from you to help us improve the services we deliver to you.

## Section 4

### Repairs and Maintenance Service

#### *Who is Responsible*

As your landlord, we are responsible for most of the repairs to your property. You are however responsible for some repairs, a list of which will be detailed later.

Before you start your tenancy with us, we will inspect the property to make sure it is fit for habitation by you. All defects of a wind and watertight nature or which affect safe habitation or occupancy of the dwelling will be repaired before you move in these include essential safety checks to gas and electrical appliances.

We have a minimum re-let standard which is achieved by making sure the outgoing tenant has left the house in good decorative order and having removed all personal belongings etc.

Some repairs which are required to bring the house up to the minimum standard may not be carried out until you have moved into the house.

#### *Minimum Re-Let Standard*

Works	Minimum Standard	Tenant's Responsible	Landlord Responsible
<b>General Cleanliness</b>	The house will be cleared of furniture, carpets, laminated flooring ( <b>unless by prior agreement with a Housing/Maintenance Officer</b> ) and belongings/ rubbish from the previous tenant. The property will be cleaned thoroughly. Attics, basements and out buildings will be emptied.	Yes	
<b>Garden Areas</b>	Tenants' gardens will be left in an acceptable condition and be clear of all rubbish bags.	Yes	
<b>Electrical Safety</b>	All electrics will be checked and a certificate of inspection issued to the new tenant.		Yes
<b>Electrics</b>	Alterations to the electric system clearly undertaken by the tenant will be removed unless a compliance certificate covers them or by prior agreement with Housing/Maintenance Officer.	Yes	
<b>Gas</b>	All houses with gas central heating will have a full gas safety check undertaken and compliance certificate issued to the new tenant. Where the gas supply is purely to a gas cooker or fire these will be checked.		Yes
<b>Gas/ Electric Cooking</b>	Where the previous tenant has left a gas or electric cooker, this will be removed as we are unable to certify its safety.	Yes	

<b>Smoke Alarm</b>	The smoke alarm(s) will be tested as part of the electric safety check.		Yes
<b>Water Supply</b>	During the months October - April or during severe cold spells, the Association may shut off the water supply and drain down the system.		Yes
<b>Windows</b>	All windows will be operational and checked for safety. Window keys will be issued to tenants where locks are provided.		Yes
<b>Front Door and Back Doors</b>	Standard locks and doors as provided by us will be in place and in working order. All available sets of keys will be returned to us. Where keys are not provided locks will be changed. Additional locks, chains etc can be left at our discretion. Letterbox and back flap on all front doors.		Yes
<b>Internal Pass Doors</b>	All pass doors will be of the same type and finish, intact and operating properly. Levers and handles should be present and operational. Living-room and kitchen doors will have door-closers if originally fitted. Bathroom doors will have the original lock, or an acceptable working replacement	Yes	
<b>Floors</b>	All loose and missing floorboards will be re-secured or replaced as appropriate.		Yes
<b>Skirtings and facings</b>	Missing or badly damaged skirtings/ facings will be replaced or repaired.		Yes
<b>Bedroom cupboards</b>	Will have a level shelf and clothes rail below, or be as supplied originally when let		Yes
<b>Kitchen Units</b>	Fair wear and tear apart, all kitchen units will be in good working order. Carcasses, drawers, doors and worktops which are damaged or burnt through tenant neglect will be replaced and recharged to tenant.	Yes	
<b>Bathroom Suite</b>	Bathroom suite will be checked for chips/cracks and items replaced as required. If colour match is not available, a white 3 piece bathroom suite will be installed.	Joint	Joint
<b>Shower Unit</b>	Instantaneous electric showers may be retained except where the tenant has failed to make good damaged tiles, electric circuits and plumbing.		Yes
<b>Decoration</b>	Decoration is the tenant's responsibility and we will not remove or replace decoration as a matter of course for colour or state of repair. However, if in our opinion the condition of the decoration is unacceptable from a letting point of view then a minimum decoration allowance may be given to an incoming tenant.	Yes	

Please note that decoration grants will only be granted where the condition of the decoration is very poor in our judgement. We will **not award** a decoration grant because someone does not like the décor.

## ***Our Responsibilities***

We will repair the structure and exterior of the house. The structure and exterior of the house includes:

- Drains, gutters and external pipes, (**this does not include the clearance of blockages caused by your negligence, however where we carry out such work, the cost will be recharged to you**).
- The roof
- Outside walls, outside doors, window sills, window catches, sash cords, skylight cords and window frames, including external painting and decoration.
- Internal walls, floors, ceilings, doors, door frames, internal staircases, landings, (**but not including painting and decoration**), and kitchen units.
- Chimneys, chimney stacks and flues, (**but not including sweeping**).
- Pathways, steps or other means of access.
- Plasterwork.
- Integral garages and stores.
- Boundary walls and fences
- Making good damage caused by acts of vandalism/criminal activity provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable, by you or someone acting on your behalf

We will repair and keep in working order, any installations we have provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- basins, sinks, baths, toilets flushing systems and waste pipes, showers, water tanks),
- electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal T.V. aerials and extractor fans.
- mains operated smoke alarms;
- Installations include those, which we own or lease which directly or indirectly serve the house. **We will not, however, be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you, which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.**
- We will inspect annually any gas and solid fuel installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a

reasonable period. We will give you a copy of the current inspection record before the beginning of the tenancy.

- If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you.

## ***Your Responsibilities***

You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs, which are due to fair wear and tear.

**Miscellaneous repairs:** You will be responsible for damage to glass, damage to sinks or sanitary ware, plugs or chains, internal door handles, replacing lost or broken keys and any cost incurred through forcing entry through lost keys, and replacing batteries for smoke detectors.

**Emergencies:** You will take all reasonable steps to ensure that we are notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by our representatives. If we become aware of an emergency and you are unable to provide access to the house immediately, we may gain access to the house, using force if necessary.

**Cold weather:** You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you should inform us and you should ensure that the internal water supply is turned off and pipes and tanks etc. are drained.

**Smoke Alarms:** You will be responsible for checking any smoke alarms regularly and renewing the battery (if any) when required. You will be responsible for informing us if the smoke alarm is not in proper working order.

**Access:** We will require access to your property to carry out pre and post inspections of repairs. You are also required to allow our contractors access to your home to carry out repairs. The contractor will contact you and let you know when he intends to call to carry out the repair. You should provide us with a contact telephone number for this purpose.

**Health and Safety:** You are not permitted to carry out repairs or decoration which may prejudice the health and safety of anyone living at or near the house, or anyone visiting the house or which will affect the fabric or structural stability of the property. If you are in doubt as to what work would constitute such a risk, you should contact us for further advice.

**Artex:** You cannot apply stippled or patterned finished 'artex' or similar to internal walls. This finish is allowed on ceilings only if properly applied and with our prior written permission. We will not refuse permission unreasonably

**Floor Coverings:** You must get our prior written permission if you want to install laminate, parquet, ceramic tiled flooring or similar within your home. We will not refuse permission unreasonably. We **will only** grant permission to install laminate, parquet, ceramic tile flooring, or the like, if you live in a house or a ground floor flat.

If you make a request to us for permission to install laminate, parquet, ceramic tile flooring, or similar we will reply to you within one month of receipt of the written application. We may agree to grant you permission but may attach conditions to this permission. If we do not reply within one month, we are taken to have agreed to your request. If we refuse this kind of permission, we will let you know our reasons for refusal within one month of receipt of your written application.

It may be necessary to lift carpets and other floor coverings to carry out essential repairs. We shall advise you before we carry out the repair if we require you to lift carpets or flooring.

### ***Insurance Claims***

We will maintain comprehensive buildings insurance for the normal perils. You must do nothing, which might make our insurance void or voidable, and which might result in our insurers refusing to settle any claim completely or in part. **We are not** responsible for the arrangement of contents insurance cover. You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc.

Tenants of the Association are eligible to join a low cost home insurance scheme run by the Scottish Federation of Housing Associations called the "Diamond Insurance Scheme". Please contact the office for information or an application form.

### ***Rechargeable Repairs***

There are certain occasions where we are required to charge you for repairs which are carried out to your property. The following is definition of what a rechargeable repair is:

- Any accidental or wilful damage or neglect caused by a tenant, anyone living with a tenant or an invited visitor to a tenant's house.
- Where a "reactive" repair becomes a rechargeable repair. For example, where a contractor reports that he considers the damage was caused by the tenant.
- The Association will not carry out repairs specified as the tenant's responsibility contained within Section 5 of the Scottish Secure Tenancy Agreement unless the tenant asks the Association to carry out a repair on their behalf.

- Repairs identified as being the tenant's responsibility during the end of tenancy visit
- Where a tenant has failed to provide access to a contractor and this has been validated by the Association
- Failure due to a component belonging to the tenant
- Where a tenant has carried out unauthorised alterations which require to be made good by the Association.

If for any reason you are asked to pay for a repair carried out to your home, you will be given details of the repair and the cost. We are willing to accept a payment arrangement with you which will be discussed and agreed with you.

We will if asked, carry out rechargeable repairs on your behalf. You will be given guidance on how this service operates when you telephone to report a rechargeable repair.

Our Rechargeable Repairs Policy has three objectives which are:

- Keep rents affordable by recovering costs from tenants who have neglected or damaged our properties
- Viability for the Association by recovering costs and keeping overheads at a minimum
- Preserving the good condition of the Association's properties.

We feel our approach to rechargeable repairs is fair and offers an additional service to tenants.

## ***Reporting Repairs***

If you need to report a repair, you should contact our office giving as much detail as possible about the repair to a member of the Corporate Services Team. You will be asked for a contact telephone number which we will pass on to the contractor who will arrange with you when he is going to call. You will receive a copy of the works order through the post. **You must** provide access when our contractor calls, **particularly** for emergency and urgent repairs.

If you report a repair when our office is closed for lunch, please make sure you provide the following details:

1. Your name and address.
2. A telephone number where we can contact you.
3. Details of what the repair is.

### **During Office Hours:**

We have an automated telephone system which has 4 options. Option 1 is for repairs. You can also fax or e-mail us to report a repair.

Our telephone number is: 01555 665316

Our fax number is: 01555 666144

Our e-mail address is: [mail@clydesdale-housing.org.uk](mailto:mail@clydesdale-housing.org.uk)

## ***Out of Hours Emergency Repairs Service***

We offer our tenants, an out of hour's **emergency** repairs service. This work is carried out on our behalf by South Lanarkshire Council for emergency repairs which affect your safety or ability to remain in the house and which happen out with our working hours which are:

Monday to Thursday      9.00 am until 5.00pm  
Friday                      9.00 am until 4.00pm

The service is easy to use, but for those of you have only recently moved into one of our properties, or have never had to use the service, we would like to provide you with guidance on how to use it.

1. If you telephone the office after hours, you will be advised to telephone **0800 242024**.
2. When you call this number, it will be answered by a member of **South Lanarkshire Council's repair call centre** which is located in Hamilton. The person answering the call will ask you some questions to find out more about the repair.
3. You will either be offered advice, if the operator thinks this will resolve your problem or, they will instruct the repair to be carried out as quickly as possible that evening.
4. If there is any follow-up work required, South Lanarkshire Council will carry out this work on our behalf.

This service costs money which is paid for through the rents we receive from you. We want to make sure this service provides value for money, so we monitor the repairs and the costs on a monthly basis. As a tenant, you can help control costs by only reporting **genuine emergencies**.

**Examples** of emergency repairs are:

- Flooding
- Burst Pipes
- Total failure of heating system
- Broken window

If you have a Gas Leak Telephone Transco: 0800 111 999 immediately.

If you experience any difficulties using the Out of Hours Emergency Repairs Service, **please let us know**:

We will also be contacting everyone who uses the Out of Hours Service to monitor customer satisfaction levels. We would appreciate you taking the time answer a few questions by telephone or by returning a simple questionnaire to us.

## ***Repairs Response Times***

We have target timescales for our contractors to respond to the various repair categories:

### **Emergency Repairs**

Any repair which represents a danger to the health and safety of the tenant will be classed as an emergency.

Response target time is to complete or at least make safe within **12 hours**.

### **Urgent Repairs**

Urgent repairs are those that are required to protect both the internal and external fabric of the property (e.g. No heating, loss of hot water, loss of communal stair lighting).

Response target time: within **2 working days**

### **Routine Repairs**

All other repairs which do not represent a danger to the tenant or the property are classified as routine repairs.

Response target time: within **10 working days**

We monitor these response times very carefully and discuss any failures with the contractor at a monthly meeting. We report our performance against the target timescales regularly in newsletters.

We also contact a number of our tenants to seek their views on the quality of our repairs service. This information is reported to you regularly through our newsletters.

We also carry out pre and post inspections to satisfy ourselves that the quality of the work is to an acceptable standard and the conduct of the contractor was satisfactory during the time he/she was in your home.

## ***What to Do In an Emergency***

### **Burst Pipes - If you have a burst pipe:**

- Turn off the water immediately at the stop valve. If you don't know where the stop valve is phone us now to find out. It is usually located under the sink. Turn off the central heating and switch off the electrical supply to the boiler.
- Turn on all the taps to drain the water as quickly as possible from the system to stop it flooding your home.
- Find out where the water is coming from and do your best to make a temporary repair until a plumber can reach you.

- **DO NOT SWITCH ON LIGHTS.** If the water has been leaking through an electric light ceiling rose or switch.
- Inform the Association at once unless it is outwith office hours, in which case you should call the emergency contractor using this number 0800 242024

### **Fire Precautions**

*In case of fire get everyone out of the building. Call the Fire Brigade. If safe to do so, close as many windows and doors as you can.*

#### ***To reduce the risk of fire in your home***

- Make sure that all fires are guarded.
- Make sure that cigarettes or candles are properly extinguished and never leave them unattended.
- Keep matches out of the reach of children.
- Never leave a chip pan unattended.
- Do not tamper with the self-closing mechanism of any door or wedge the door open. The closers have been fitted so that fire proof doors contain a fire within a small area, thus giving you time to escape.
- Never wire more than one electrical appliance into one plug or run appliances from a light fitting.
- Never run flex under carpet or other floor coverings.
- Do not use electrical appliances in the bathroom.
- Do not leave electrical appliances plugged in overnight, including mobile phone chargers.

### **Frost Precautions**

At the onset of a cold spell, take these precautions:

- Keep your house as warm as you can.
- Ensure your pipes are lagged.
- Know where to find the main water control tap or stop valve and know how to turn it off. Contact us now to find out where this is located. (If it does not work properly, ask for it to be repaired).
- Turn water supply off and drain down water tank when leaving house for extended periods or holiday during winter months
- Turn off central heating and electrical supply to boiler.

If you are leaving your home empty even overnight or for a weekend when the weather might turn cold and there is danger of hard frost, take the above precautions:

## ***Other Information about your Home***

### **Keys**

When you signed the tenancy agreement for a house you will have been issued with all the keys for the house. Normally a minimum of two sets of keys will be issued but you may obtain further copies if you wish, at your own expense. Make sure that all copies of keys are returned to us when you end your tenancy.

### **Lost keys**

The Association does not keep spare keys to your house.

**If you lose your keys you will be responsible for replacing them. If you are locked out you will be responsible for all costs incurred in gaining entry to your house and replacing the locks.**

### **Electricity**

Each house has been wired with a 13 amp circuit, giving ample power for all normal domestic uses.

Most of our houses are fitted with circuit breakers which trips a switch when a circuit is overloaded. This might result in your lights being switched off and appliances not working. This is easily remedied by reinstating the trip switch. If it continues to trip, contact us for advice.

### **Cooker**

As this is a 30 amp circuit the cooker must be connected by a qualified electrician

### **Washing Machine**

These must be fitted by qualified plumbers.

The shut off valves and waste connection are usually located below the sink. If the property is new build, ensure that waste connections have been cut at the top of the pipe to allow the flow of water. Failure to do this will result in flooding as the system will back up.

### **Water**

A stopcock to turn off the water supply to your house is normally located in the cupboard below the kitchen sink, or beside the hot water cylinder. You are advised to establish the precise location of the stopcock and affix an identifying label for future reference. Phone us for advice on where this is located if you don't already know.

### **Water Heating**

The water is normally heated by an electric immersion heater. There may be two switches; one switch in the kitchen and a second switch near the hot water cylinder. Both switches must be on before the water heats.

### **Condensation**

Most of the complaints we receive about dampness turn out to be condensation. Condensation is caused by warm moist air coming into contact with cold surfaces such as windows or walls.

### **You can reduce condensation in the following ways:**

- As far as possible keep lids on saucepans and turn the heat down when they are boiling.
- Always close the bathroom or kitchen door when running hot water, washing, bathing, drying clothes or cooking.

- Keep a window open if possible.
- Ensure Extractor fans are operating properly and **do not turn off at the isolator switch.**
- Heat the property

## ***Newly Built Properties***

All properties which are newly built by us have what is called a “defect liability period” which lasts for 1 year. The procedures for reporting a repair and the response times are the same **except that all the work is carried out by the contractor who built the house.** This includes emergency out of hour’s repairs. Tenants who move into a new property should **not** use the South Lanarkshire Council telephone number. You will be given details of the number to use when you signed your tenancy agreement.

## ***The Right to Repair Scheme***

From 30<sup>th</sup> September 2002, you gained the right to have some repairs carried out within certain timescales. This scheme is called the “Right to Repair Scheme”. This scheme places an obligation on us to carry out the repairs which qualify under the scheme, and if we fail to do so, pay you compensation.

We need to arrange a contractor to carry out qualifying repairs on our behalf and to have a second contractor lined up in case the first contractor fails to carry out the work.

### **Qualifying Repairs**

Below, is a table which outlines the qualifying repairs along with the number of days we are allowed to complete the repair. Please note the number of days is not determined by us but by Law.

<b><i>Repair</i></b>	<b><i>No of Days</i></b>
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Total loss of electric power	1
Partial loss of electric power	3
Insecure external window, door or lock	1
Unsafe access path or step	1
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1

Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or handrail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

**The numbers of days relates to the number of working days (excluding weekends and public holidays) beginning on the day after the repair has been reported.**

The Law allows landlords to extend the timescales in certain circumstances which are outwith the landlord or the contractor's control and where it is impossible to complete the repair within the maximum time – for example, severe weather. This may mean we need to make an alternative arrangement with you. If we do, we will let you know immediately.

### **Right to Repair Procedures**

Our Corporate Services Team have all been trained in the Right to Repair scheme and our contractors are all aware of what they need to do when a qualifying repair is reported to them.

As a tenant, you need to be aware of the following:

- The timescale for the job to be completed. This depends on the repair and ranges from 1 day to 7 days as detailed above.
- The name of the contractor who will be carrying out the work (this will be on the copy works order which will be sent to you)
- If the contractor does not complete the job on time, you must call us and **we** will instruct a different contractor to complete the job
- If we fail to complete the job on time, we will pay you compensation. This will be done automatically by us without you having to ask for it. The amount of compensation is £15 for the first day and £3 for every working day after that. The maximum compensation which we could pay you is £100.
- You **must** provide access to our contractors to carry out the repair. If you **do not** it is no longer a qualifying repair under the Right to Repair Scheme.
- If the job is likely to cost more than £350, it is no longer part of the Right to Repair scheme.

### ***Planned and Cyclical Maintenance***

Apart from day to day repairs, we have a programme of planned work which falls into 2 categories.

#### **Cyclical Maintenance**

Cyclical maintenance as the word suggests, is carried out in a “cycle” either annually or sometimes over a longer period, for example every 5 years. Examples of cyclical maintenance are:

- Gas safety checks carried out annually
- Gutter cleaning carried out annually
- External painting carried out approximately every 5 years
- Solid fuel safety checks carried out annually

### **Planned Maintenance**

Planned maintenance is usually a programme of major repairs. This work needs to be carried out to make sure the fabric and internal fittings in the building are replaced within a prescribed timescale. We carry out regular surveys of our buildings to determine the usual life, which is referred to as the “life cycle” of various components such as kitchens, bathrooms, windows, central heating systems and roofs and agree a programme when they need to be replaced.

We provide details of our planned and cyclical programme annually in a newsletter.

### ***Annual Gas Servicing***

The Association is required by Health & Safety law to ensure that all gas appliances (boilers and fires) and flues are serviced once every 12 months.

The gas safety inspection takes no more than ninety minutes to complete. This time will be extended if repairs are required to any appliances.

As well as making sure that heating systems are operating efficiently, the safety inspection is intended to ensure that gas appliances are safe and that they do not present a danger to anyone, including neighbours.

**Carbon monoxide poisoning can kill and gas leaks can cause explosions – having a gas safety inspection will ensure that appliances are safe and that any repairs that may be required can be identified by the gas engineer and carried out as soon as possible.**

If you have gas heating in your home, the Association will write to you to advise you of the name of the gas servicing contractor who will be carrying out the gas safety inspections. The contractor will then write to advise you of the date for your gas inspection.

Please ensure that you provide access to the gas engineer on the day that is arranged for you unless the date arranged causes you significant inconvenience. Due to the importance of the gas safety inspection, we will take legal action against tenants who fail to provide access to the gas engineer on the date that is agreed. This legal action would result in us being given permission to force access to the house in order to carry out the

inspection and any repairs required. We would also raise action to recover from the tenant all costs incurred in pursuing any such action.

## ***Alterations and Improvements***

### **Applications for alterations or improvements:**

If you want to:

- alter, improve or enlarge the house, fittings or fixtures;
- add new fixtures or fittings (for example kitchen or bathroom installations, central heating or other fixed heaters, double glazing, or any kind of external aerial or satellite dish);
- put up a garage, shed or other structure;
- decorate the outside of the house;

You **must** first get our written permission. We will not refuse permission unreasonably. We may grant permission with conditions regarding the standard of the work.

- If you make a request to us for permission to carry out alterations or improvements, etc to the house, we will reply to your written request within one month of receipt of the written application. In that reply we will tell you if we agree to the proposed alteration, etc and if so, whether we attach any conditions. If we do not reply within one month, we are taken to have agreed to your request. If we refuse permission, we will let you know in writing our reasons within one month of receipt of your written application. If you are unhappy about our refusal we would encourage you to use the Complaints Procedure to resolve the situation in the first instance. You do however have the right to make application to the Sheriff. You can appeal against a refusal or the conditions we have attached.

## ***Your right to compensation for Improvements***

If you have carried out improvements to your property after September 2002, you may be eligible to claim compensation reflecting the value of the improvement at the point of ending your tenancy. The level of compensation would be calculated based on the statutory formula. Not every alteration will result in an improvement to the property. Examples of improvements are:

Installing, replacing or fitting:

- A bath or shower
- Cavity wall insulation
- Sound insulation
- Double glazing, replacing external windows or fitting secondary glazing
- Draught proofing external doors or windows
- Pipes, water tanks or cylinders
- A kitchen sink
- Loft insulation
- Rewiring, providing power or lighting, or adding other electrical fixtures (including smoke detectors)

- Security measures other than burglar alarms
- Space or water heating
- Storage cupboards in a bathroom or kitchen
- Thermostatic radiator valves
- A wash-hand basin
- A toilet
- A work surface for preparing food
- Mechanical ventilation in bathrooms and kitchens.

It should be noted that these are only likely to be awarded compensation where the item is either missing or in a very poor state of repair. We reserve the right to refuse compensation for items which are deemed excessive in terms of cost or specification.

In order to qualify for compensation you must:

1. Have been granted permission for the improvement by us.
2. Your tenancy with us must have ended.
3. You need to make a claim in writing to us with the period of 28 days before your tenancy ends or no later than 21 days after your tenancy ends.

### **How Much can you claim?**

We will let you know how much you are entitled to claim back using a formula which has been determined not by us, but by Law. It takes into account the cost of the improvement, the age of the improvement and the condition of it when your tenancy ends.

You will not receive compensation for work under £100 and the maximum you would be entitled to is £4,000.

Please note we will deduct any monies due to us for rent arrears or rechargeable repairs from the compensation payable.

### ***Medical Adaptations***

We recognise that the needs of our tenants change over time and through ill health. This may mean that your house needs to be adapted in some way to allow you to continue to live there.

If you are experiencing difficulties because of ill health or disability, you need to apply to the Social Work Department to have your needs assessed by an Occupational Therapist. They are trained in assessing what adaptations would be required to meet your needs. The contact is 01555 673000 and ask to speak to the Social Work Department.

Examples of medical adaptations are walk-in showers and providing handrails or ramps. The adaptations can range from very inexpensive items to more expensive structural items.

We are awarded grant funding from Communities Scotland to carry out medical adaptations but we cannot guarantee that we can carry out all the work that is required.

It is important to point out that it is not always practical or cost effective to adapt properties where an individual has very specialised needs. In these cases, it is sometimes necessary to look at alternative ways of meeting the housing need such as moving house.

If you require any additional information on applying for a medical adaptation, please contact us or South Lanarkshire Council's Occupational Therapists.

## Section 5

### Getting Information and Becoming Involved

#### ***Information: What do we need to give you?***

When you sign your tenancy agreement with us, we are required to give you a copy of it. The tenancy agreement is a legally binding document which sets out the terms and conditions of your tenancy with us.

If you ask us, we will provide you with details/information on:

- How we set rents and service charges
- How to apply to our housing list and how we let our houses
- How to exchange your house with another tenant
- How to transfer your tenancy
- How our repairs and maintenance service works
- What our tenant participation strategy is
- What arrangements we make to decide how to manage your home and the services we provide to you
- How to make a complaint to us
- How to register a tenants group
- How you can become involved in decision making

#### ***Setting your Rent***

When we set your rent there are 3 main objectives we want to achieve.

1. Maximise rental income to pay for the services we deliver to you and to ensure our long term financial viability.
2. Keep you in your tenancy by setting affordable rents and by adopting a firm but fair approach to recovering rent arrears.
3. Improve the quality of your life by providing comfortable houses at an affordable rent.

Every year we consult with you over the proposed annual rent increase. We provide you with information on:

- The amount by which we are increasing your rent for the year. This is determined by our Rent Setting Policy and the income we need to generate in order to provide services over the coming year.
- What our costs have been for the year and how these are broken down along with how much income we expect to get and where this comes from.
- How we spend the rent money we receive from you.
- How our rents compare to other housing associations in the area.

## ***Applying for a House***

Anyone aged 16 or over can apply to the Association for a house. This applies to you, or any members of your household. Our allocations are based on housing need which is determined by the applicant's circumstances at the time the application is assessed. As a tenant, you can apply for transfer to other accommodation if because of circumstances your present accommodation is not longer suitable.

## ***Mutual Exchange***

A mutual exchange is where two or more tenants of social landlords e.g., Local Authority tenants or another housing association agree to "swap" houses.

We have a mutual exchange board in our reception area and you can contact us for a card which will be placed on the board. The information we need from you is:

- Your current location, house size and type of property
- Where you want to move to and the size of the property you are looking for

If you wish to exchange with another association tenant, our current policy is to allow a level of under occupancy up to one bedroom in excess of the tenant's requirements. No overcrowding would be allowed.

## ***Tenant Participation Strategy***

The Housing (Scotland) Act 2001 requires us to develop a tenant participation strategy to involve you in the way we manage our houses.

One of our Aims is "***To establish and maintain a broad membership base and encourage tenant membership of the Association and participation in its management***".

We are working towards making tenant participation an integrated part of how we do things in order that tenants can contribute to improving our services.

We cover a diverse geographical area and only have one organised tenants' group which currently restricts its activities to the Rigside area. We have and will continue to encourage the formation of Registered Tenants organisations that can represent tenant views and concerns.

Activities to inform and consult with tenants on an individual basis will continue, even where a Registered Tenants Organisation exists.

We will endeavour to ensure that our process for decision-making is open, clear and accountable.

It is important to bear in mind that the Tenant Participation Strategy will change and evolve through time. The Association wishes to ensure that the strategy is:

- flexible enough to cope with changing circumstances
- deliverable in terms of outcomes and expectations
- “tenant centred” in response to the views and wishes of our own tenants
- consistent with good practice
- reviewed regularly in response to feedback from tenants and other stakeholders
- consistent with legislation and guidance in relation to Equal Opportunities.

A full copy of the Tenant Participation Strategy is available on request and on our website

## ***Complaints***

We have a Customer Complaints Policy which is reviewed periodically.

### **Our approach is:**

- to deal fairly and effectively with anyone wanting to complain or make an appeal
- to empower staff to resolve complaints and appeals, especially in the early stages of the process
- to make it clear that people can complain about us to the Scottish Public Services Ombudsman
- to use customer feedback from complaints to positively influence the development of services

Our new approach sets out a clear sequence of stages in the complaints process, each of which has clear timescales that we will monitor our performance against – our internal target time for investigating and concluding complaints is 10 working days. The stages involved in the process are:

Stage 1 – Informal Complaint. This is where a complaint of a non-serious nature is reported verbally to a member of staff. At this Stage the staff member will respond to the complaint verbally.

Stage 2 – Formal Complaint. Where a customer is unhappy with the outcome of an informal complaint or the complaint is of a serious nature, a complaint form will be completed (with independent staff assistance if required). Our Depute Chief Executive will oversee this Stage of the process and issue a written response.

Stage 3 – Review & Appeal. Where Stage 2 has failed to result in a satisfactory conclusion, a review of the decision reached will be carried out by the Chief Executive and a written response will be issued.

Stage 4 – Assessment by Management Committee. Appeals against Stage 3 decisions will be considered by our Management Committee. This is the final internal appeals stage for complaints.

Stage 5 – The Scottish Public Services Ombudsman. Where a customer is still unhappy after exhausting our internal complaints and appeals system, they can submit a complaint to the Ombudsman.

More than anything else and where possible, we want complaints we receive to lead to an improvement in the way the Association does things. We obtain feedback on the services we provide from those who use them – the Complaints & Appeals system is one of these methods.

A copy of the policy is displayed in our reception area or is available to you on request.

## ***Getting Involved***

There are many different ways you can become involved in the way we run our business and would strongly encourage you to do so.

Involvement can take many shapes and forms and includes:

- Seeking your views through newsletter articles
- Customer satisfaction surveys
- Focus groups
- Registered tenants groups
- Interested individuals – becoming a tenant representative
- Becoming a member of the Management Committee
- Taking part in the annual tenant conference

The purpose of getting involved is to influence the way we do things. We will seek your views on:

- Policy development
- Service delivery plans
- Setting rents
- Changes to the services that affect you
- Our tenant participation strategy

## ***Membership of the Management Committee***

Becoming a member of the Management Committee is one of the most powerful ways of becoming involved. As a Committee Member, you are responsible for taking decisions about how the business is run and what future direction it is going in.

Management Committee meetings are held once a month, usually the last Wednesday of each month. There are some occasions when it is necessary to have more than one meeting however this is kept to a minimum.

As a member of the Management Committee, you will be given training to help you ease into the role. You are also given access to a laptop computer for use at the meetings.

You can become a member of the Management Committee through election at the Annual General Meeting but you **must** be a **member** of the Association before you can do this. Existing members of the Management Committee can co-opt you onto Committee until full election takes place at the next AGM.

If you are interested in becoming a member of the Committee, please get in touch. We will be happy to talk to you about what is involved and what would be required from you.

## ***Tenants Groups***

Many tenants let their landlord know what they think through a tenants group. As a tenant, you have the right to form a Registered Tenants Organisation and register with us. An advantage of becoming a Registered Tenants Organisation is we would be legally obliged to consult with you over decisions which affect your members. There may be an existing Registered Tenants Organisation in your area and if you wish further information, please contact us. If there is not such an Organisation, as a tenant, you have a right to form one and we will assist you in this process.

We are required to keep a register of any Registered Tenants Organisations and make this available to the public for inspection.

To become a Tenants Registered Organisation you must have a written constitution which is available for everyone to see. You require a Committee and must keep accounting records. You would also be required to show how you will represent your members' interest.

If you want to find out more about how to form a Registered Tenants Organisation, please do not hesitate to contact us.

## ***Failure to Consult with You***

If you feel we have not properly consulted with you, then you should in the first instance make a complaint using our Complaints Procedure. If you are unhappy with the outcome of your complaint, you have the right to complain to the Ombudsman. The address is:

Scottish Public Services Ombudsman  
23 Walker Street  
Edinburgh  
EH3 7DX.

## ***Access to Information***

This policy gives details of how we process personal information about you, and what your rights are in relation to the Data Protection Act 1998. A copy of the Policy is available on our website at [www.clydesdale-housing.org.uk](http://www.clydesdale-housing.org.uk) or you can telephone the office on 01555 665316 and request a copy.

For detailed information on what your rights are you can telephone the Information Commissioner on 01625 545700 or visit the website at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk).

The Data Protection Act gives you the right to access any information we hold about you either on computer or in paper records. By making an application to us and paying a £10 fee, you have the right to:

- Find out what information is held about you on computer and in some paper records.
- The right to take steps to prevent your personal data being processed if this is likely to cause you or someone else to suffer substantial damage or distress which cannot be justified.
- The right to challenge decisions which are based on automatic computer processing.
- The right to have inaccurate information corrected.

It must be noted that before we can process an application from you, we would require proof of identity.

## ***Confidentiality***

Any information we have about you will be treated in the strictest confidence. We will not share information with other agencies without your consent unless there are exceptional circumstances. These include:

- Where we believe there is evidence of fraud or criminal activity
- In connection with legal proceedings
- Where it is required to allow us to carry out our duties

- Where it is in the interest or protection and safety of a tenant or a member of the tenants family
- In connection with the conduct of your tenancy

## ***Customer Focus Charter***

Clydesdale Housing Association is committed to focussing our services to your needs and aspirations. We have developed our Customer Focus Charter to let you know what you can expect from us. If we fail to deliver on any of these promises, please let us know.

### **Quality**

We will deliver high quality services making the best use of our resources.

### **Commitment**

We will treat you fairly and with respect. We will deliver our promises to you, on time.

### **Responsive**

We will be responsive to your enquiries and complaints. We will keep you advised on our activities and consult with you when major changes to services are planned. We will use your views to improve the quality of our services.

### **Approachable**

We will always be approachable and professional.

***If you believe we have failed to deliver on any of these promises, please let us know.***

## ***List of Useful Telephone Numbers***

Emergency Out of Hours Repairs 0800 242 024

Gas	0800 111 999
Electricity	0845 2727999
Water & Sewage	0808 100 53333
Roads & Lighting	0800 242 204
Special Uplift Service	01698 717777
Police	999
Lanark Police	01555 552400
Lanark Fire Brigade	01555 662222
Victim Support	01698 301111
South Lanarkshire Council	01555 673000
Carluke Homeless	01555 777800
Lanark Homeless	01555 673000

### **HELPFUL NUMBERS**

<b>Anti-Litter hotline</b>	<b>01698 455795</b>	
<b>Assessors</b>	<b>01698 476000</b>	<i>The Lanarkshire Valuation Joint valuation Board for rates, council tax evaluation, electoral registration and postal votes</i>
<b>Benefit Fraud</b>	<b>0800 032 8999</b>	<i>Report line</i>
<b>Care of Gardens</b>	<b>01698 452740</b>	<i>Gardening – over 70 or disabled.</i>
<b>Care and Repair</b>	<b>01555 666200</b>	
<b>Cash hall for payments</b>	<b>0800 304080</b>	<i>Phone payments</i>
<b>CATS</b>	<b>0845 740 6080</b>	<i>Consumer and Trading Stds</i>
<b>Cemeteries</b>	<b>01555 662572/662406</b>	
<b>Child Care Information</b>	<b>01698 527154</b>	<i>Child minders, nurseries, after school care</i>
<b>Citizens Advice Bureau</b>	<b>01555 664301</b>	
<b>Community Councils</b>	<b>01698 453661</b>	
<b>Council Tax (Private)</b>	<b>01555 673501</b>	
<b>Councillors</b>	<b>01698 454366/454081</b>	<i>Surgeries</i>
<b>D.W.P.</b>	<b>01698 456000</b>	<i>Department of Working Pensions</i>
<b>District Court</b>	<b>01555 673242</b>	
<b>Doorway</b>	<b>0800 027 1234</b>	<i>Support for victims of Domestic Abuse</i>
<b>Education</b>	<b>01698 454545</b>	
<b>Election Office</b>	<b>01698 455747</b>	<i>Make all arrangement for elections and count</i>
<b>Energy Advice</b>	<b>0800 731 6845</b>	
<b>Environmental Health</b>	<b>0845 740 6080</b>	

<b>Football Pitch Bookings</b>	<b>01555 893093</b>	
<b>Halls</b>	<b>01698 454040</b>	<i>All general enquiries</i>
<b>Home Improvement Grant</b>	<b>01698 453470</b>	
<b>Housing Community Flats</b>	<b>01555 871005</b>	<b>Carstairs Junction</b>
	<b>01555 812576</b>	<b>Forth</b>
	<b>01555 895894</b>	<b>Kirkmuirhill</b>
	<b>01555 880793</b>	<b>Rigside, The Grove</b>
<b>Licensing</b>	<b>01555 673242</b>	<i>Taxi/Liquor Licences, District Court</i>
<b>Main Switchboard, SLC</b>	<b>01555 673000</b>	
<b>Money Matters</b>	<b>01555 678539</b>	<b>Lanark</b>
	<b>01555 777823</b>	<b>Carluke</b>
<b>Planning</b>	<b>01555 673206</b>	<i>Call Centre</i>
<b>R.A.L.F.</b>	<b>0800 373635</b>	
<b>Social Work Switchboard</b>	<b>01555 673400</b>	
<b>South Lanarkshire Leisure</b>	<b>01698 476159</b>	<i>Manages all Council's sports Facilities.</i>
<b>Tree enquiries</b>	<b>01355 806931</b>	
<b>Youth Services/Universal</b>	<b>01555 666091</b>	<b>Lanark</b>
<b>Connections</b>	<b>01555 751818</b>	<b>Carluke</b>
<b>Voting/ Electoral Register</b>	<b>01698 476000</b>	

**Confidential Information**

Authorisation to release or obtain information of a confidential nature to or from a third party

Tenant reference number:

I,..... of  
.....

..... (Include  
postcode)

Telephone Number..... hereby authorise,

Clydesdale Housing Association  
St. Kentigern's Church  
St. Kentigern's Court  
15 Hope Street  
Lanark  
ML11 7LZ.

Telephone Number: 01555 665316

To obtain information on my behalf regarding my tenancy with Clydesdale Housing Association and to pass on my details to other agencies such as South Lanarkshire Council and Clydesdale Citizens Advice Bureau.

.....  
.....

This authorisation is valid

- Until further notice

Signed.....  
(Name of tenant)

Date.....

Declaration: Clydesdale Housing Association will only disclose your information to third parties where there is a threat to your tenancy and for no other purposes except where obliged to do so under the terms of the Data Protection Act 1998.



**Application for Membership**

I would like to apply for membership of Clydesdale Housing Association Limited and enclose the Membership fee of £1.00.

Full Name (Mr/Mrs/Miss).....

Address.....

.....

Tel. No..... Date of Birth.....

Reason for Applying.....

.....

Are you a tenant of the Association YES/NO

Are you a sharing owner of the Association YES/NO

Please indicate if you would like more information about serving on the Management Committee YES/NO

Signed..... Date.....

Please return the completed application form to Clydesdale Housing Association, St. Kentigern's Church, 15 Hope Street, Lanark, ML11 7LZ.

We would be grateful if you would complete the Equal Opportunities Monitoring form attached. This will be removed from your membership form on receipt of it.

## Equal Opportunities Monitoring Form

To help us monitor our Equal Opportunities and to ensure that our members do not receive less favourable treatment on the grounds of sex, race, colour, nationality, ethnic origins, marital status, disability, sexual orientation, age, or religious belief we would like you to answer the following questions. You are not however obliged to complete the form.

This information may assist us to target areas of our membership where there are under-represented groups.

1. Are you:      Female      Male      (please circle as appropriate)
  
2. Do you consider yourself to have a disability? By this we mean a condition which has a long term and substantial effect on your ability to carry our normal day to day activities.    Yes       No

If yes, is it

- |  |   |
|--|---|
| Physical <input type="checkbox"/>            | Mental Ill Health <input type="checkbox"/>      |
| Learning Disability <input type="checkbox"/> | Visual Impairment <input type="checkbox"/>      |
| Hearing Impairment <input type="checkbox"/>  | Other - please specify <input type="checkbox"/> |

3. Which of the following age bands do you belong to?

- |               |                          |
|---------------|--------------------------|
| 16 - 25 years | <input type="checkbox"/> |
| 26 - 30 years | <input type="checkbox"/> |
| 31 - 40 years | <input type="checkbox"/> |
| 41 - 50 years | <input type="checkbox"/> |
| 51 - 60 years | <input type="checkbox"/> |
| over 60 years | <input type="checkbox"/> |

4. How would you describe your:

**(a) ethnic origin?**

Black African	Chinese	
Black Caribbean	Middle Eastern - (please Specify)	
Black Other - (please specify)	Scottish	
Indian	English	
Pakistani	Irish	

Bangladeshi		Welsh	
Other South East Asian e.g. Vietnamese, Malaysian, Thai		White Other - (please specify)	
Mixed Race (please specify)		Other (please specify)	

**(b) religion**

Please specify your religion (or indicate "none" if appropriate). We appreciate that for some people religion is very personal. <b>You are under no obligation to answer this question.</b>	
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**(c) sexual orientation**

We appreciate that for some people sexual orientation is very personal. <b>You are under no obligation to answer this question.</b>
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<p>Would you describe yourself as (please tick):</p> <p><input type="checkbox"/> Heterosexual    <input type="checkbox"/> Lesbian    <input type="checkbox"/> Gay    <input type="checkbox"/> Bisexual</p> <p>Do you consider yourself to be a transsexual?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
--

**(d) household**

- Minority ethnic
- White
- Mixed (e.g. Asian/UK)

This information will be treated in the strictest confidence and you cannot be identified from it.

We would like to thank you for taking the time to fill in this form.

By providing this information to us, you have consented to us holding personal sensitive data which will only be used in line with the requirements of the Data Protection Act 1998.

