



# **Dalmuir Park Housing Association TENANTS HANDBOOK**

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### Interpreting Service

The information given below is intended to promote equal opportunity of access to DPHA.

If you require further information please do not hesitate to contact our office. An interpreting service is available if required and we will be happy to arrange this for you.

New tenants who require an interpreter will also be visited initially each month by a Housing Officer and an interpreter for the first 6 months of their tenancy.

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## 1. INTRODUCTION

### 1.1 The Handbook

As a tenant of Dalmuir Park Housing Association we hope that you will enjoy living in and looking after your house within the community of Dalmuir. This handbook will give you some information about the Association and will go some way towards explaining your rights and responsibilities as a tenant.

This handbook is for information and guidance only and does not form part of the Tenancy Agreement which you and the Association have signed. It is not necessary to read the handbook all at once but we would ask you to keep it in a safe place for future reference.

If you have any queries at all about your tenancy please contact your Housing Officer.

### 1.2 The Association

Dalmuir Park Housing Association was founded in 1977. It is a voluntary, community based, non profit-making Association registered as a Friendly Society. It is also registered with Communities Scotland, a Government Agency which provides money for Housing Associations to purchase, rehabilitate and build houses. Communities Scotland oversees Housing Associations to make sure that they spend any public money they receive wisely. The Association is a member of the Scottish Federation of Housing Associations and Employers in Voluntary Housing. In 2001 the Association also became a registered Charity.

There are now over 800 modernised and new build properties owned or factored by the Association in Dalmuir. Tenants of the Association properties have a Scottish Secure Tenancy Agreement.

### 1.3 The Committee

The Association is controlled by a Management Committee who are volunteers committed to the improvement of housing conditions in the Clydebank area, and Dalmuir in particular. The Committee sets policy for the Association and has overall responsibility for its work. You may become a life long member (and shareholder) of the Association on payment of £1.00 membership fee. Membership allows you to stand for election on to the Management Committee and to vote for anyone standing. We would like to see as many as possible of our tenants and local people joining because it is only in this way that the community of Dalmuir can have real control over housing and other issues within its own area.

The Committee meets monthly at a full Management Committee and at various sub-committees to decide policy, monitor performance and to ensure that the staff members are carrying out the work of the Association efficiently and effectively.

#### 1.4 The Staff

The service provided by the Association is divided into five work areas:

Housing Management • Finance • Development • Maintenance • Administration

The Association also employs a Director who is responsible for all staff members, the daily running of the organisation and reporting progress to the Committee.

#### OFFICE HOURS

Although the office is staffed from 9.00am to 5.00pm, it is open to the public for all matters during the following office hours:

9.00am - 1.00pm  
2.00pm - 4.45pm  
Monday – Friday (except public holidays)

If you cannot manage into the office during these hours, then staff will normally be able to make alternative arrangements if you have important business to discuss.

Outwith office hours, an answering machine deals with any telephone messages to the office. If you leave relevant details, a member of staff will contact you on the next working day.

#### 1.5 DPHA and Equal Opportunities

DPHA is committed to its positive policy promoting equal opportunity and combating discrimination (racial, religious, gender, sexual orientation etc) in our recruitment and employment practices and in the provision of all housing related services.

Key parts of our Tenants' Handbook and our Housing Application Forms are translated into three ethnic minority languages, and a personal translation service is also available on request. This document will be made available on tape and Braille.

## 2. TENANTS RIGHTS

### 2.1 Your tenancy agreement and conditions of tenancy

The Tenancy Agreement and Conditions of Tenancy that you signed is a comprehensive legal document which contains all the terms of your tenancy and sets out the rights and responsibilities of both parties. For a further explanation of each point you should refer to your TENANCY

AGREEMENT. The Housing Section will, of course, be pleased to discuss or explain any aspect of the Tenancy Agreement.

The Tenancy Agreement is a contract between the landlord and tenant under which the landlord agrees to provide accommodation for the tenant and keep it in good repair in exchange for rent from the tenant and the tenant's undertaking to use the premises in a reasonable manner.

## 2.2 What type of tenancy do I have?

From 30<sup>th</sup> September 2002 the Housing Scotland Act 2001 came into force. The former secure and assured tenancies ceased to exist and were incorporated into the new Scottish Secure Tenancy Agreement. Very similar in terms to the tenancy agreements it replaced, it provided some new rights such as Right to Repair and Compensation as well as Information and Consultation. If you were a secure tenant with the right to buy and the right to a registered rent you will retain those rights as long as you remain in the same house. If you were an assured tenant you now have the right to buy although that right does not come into force until 2012.

### Stock Transfer

Those tenants who became assured tenants as a result of a transfer of stock from another landlord will also retain the preserved right to buy your home as long as it is not formally defined by DPHA as being sheltered or special needs accommodation.

## 2.3 Security of Tenure

You have the legal right to stay in your home. The Association cannot force you to leave without first receiving the permission of a Sheriff to do so. The Association will not seek to end any tenancy without very good cause.

Your tenancy can only be ended in the following ways:

- (1) By giving 28 days written notice to the Association
- (2) By written agreement between the tenant and the Association
- (3) If a tenant dies and there is no one who has the right of succession to the tenancy (see "The Right to Succession" further on in this section).
- (4) Repossession of the dwelling house by the Association by a court order.
- (5) Repossession through the abandonment of the property.

## 2.4 Repossession

The Association may repossess your house under certain grounds, which are laid out in the Housing (Scotland) Act 2001. The Act gives the grounds under which the Association may evict a tenant or can enforce a Compulsory Transfer, (i.e. end the tenancy but rehouse the tenant in a dwelling house of a comparable type).

An eviction can only be carried out by a court order and the Association will only seek to evict a tenant where there has been a serious breach of the Conditions of Tenancy. The Association's policy however is to make every attempt to meet the tenant(s) involved and to solve any problems which have arisen. Only after every effort has been made to resolve the situation will the Association decide to evict a tenant. If the Association decides to evict, there are certain legal procedures that must first be followed.

The Association is obliged by law to serve a written Notice of Proceedings for Recovery of Possession on the tenant stating grounds under which the Association is seeking to end the tenancy. The law also requires that it is served to all other occupants who are over the age of 16 years. When the case is heard in court, the court will decide if the Association has reasonable grounds within the law, and if so, then the Association may be granted an Order for Repossession. You and the persons over 16 years in the house have the right to be heard in court and the Sheriff will listen to any arguments you have that are relevant to the case. You may also be represented in court by a solicitor.

If the Association ever has to serve a Notice on you, you should contact the Housing Section immediately to discuss the matter. You may also wish to consider taking independent advice from a lawyer or the Citizens Advice Bureau.

## 2.5 Repossession due to abandonment

In this case it is not necessary for the Association to take the tenant to court. If your house appears to have been abandoned, the Association will send a written notice stating that it believes the house to be empty and requests that you reply in writing within four weeks if you wish to keep your house. If there is no reply after four weeks then the Association will end your tenancy by a further letter. If your house is repossessed in this way and you feel you have not abandoned your house then you must apply to the Sheriff Court within six months to have your house back or be granted a tenancy of another suitable property.

To prevent any misunderstanding arising, you should always inform the Association if you intend to leave your house unoccupied for any length of time.

## 2.6 Right to Succession

In the event of a tenant's death the tenancy will usually pass on to your husband, wife or cohabitee. This can be extended to any member of the family over 16 who has been living in the property for at least six months prior to the succession. If there is no agreement between surviving children then the Association will decide who gets the tenancy. The tenancy may also be passed to the carer in certain circumstances. If you are in any doubt contact the Housing Section. A tenancy can only be passed on twice.

## 2.7 Lodgers, Sub-Letting and Assignment

You have a right to sub-let or have a lodger. If you wish to have a lodger or sub-let part of your home, you must obtain written permission to do so from the Association. Such permission will not be withheld without good reason. Reasons for refusing to allow you to sub-let or have a lodger are:

- 1) The level of payment to be made by the sub-tenant or lodger (either as rent or deposit) is regarded as being excessive.
- 2) That consent would lead to overcrowding.
- 3) The Association holds a decree for eviction on the tenant or are seeking to obtain a decree.
- 4) The Association intends to carry out works on the building, which will affect the accommodation to be used by the sub-tenant.

NOTE: Lodgers and sub-tenants do not have a tenancy with the Association, and the Association would have no obligation to re-house them should you wish them to leave. They may however remain on the Association's housing list.

You can also assign the tenancy to another person who has lived in the house with the permission of the association for at least six months. The above conditions also apply to assignment.

## 2.8 Marital / relationship breakdown

If your marriage breaks down, both partners still have the right to occupy the house, even if the house is only in one partner's name. If your partner threatens to turn you out of the house you can go to court where your right to stay in the house can be determined.

If you are an unmarried couple living together and you are not the tenant, or the joint tenant, you do not have an automatic right to stay in your house, although you can apply to the court for the right to stay in the house for six months. Once your right to stay in the house has been determined you may apply to the court to get the tenancy transferred into your name.

Marital breakdown can be very complicated. If you should find yourself in the position where your marriage or relationship has broken down you should contact the Housing Section to discuss this matter in strict confidence, and to obtain suitable advice. You should also consider contacting a lawyer or the Citizen's Advice Bureau, and where appropriate, Women's Aid.

## 2.9 Moving Out

Here is a list of things you must do when giving up your tenancy: -

- When you want to end your tenancy, by law you must give us 28 days notice in writing. This will provide time for you and us to deal with the

administration, ensure that you have paid rent up to date and allow us to inspect the house to ensure that you have kept to the conditions of tenancy. In addition the Housing Officer can provide valuable information on dealing with Gas and Electrical suppliers and council tax or housing benefit issues. You will be charged an extra month's rent if the required notice is not given. Your tenancy will be ended from the date on your tenancy termination form and if your keys are not returned by this date you will be charged additional rent.

- Read the meters and notify to the suppliers
- You must leave the flat in a clean condition and any damaged fixtures or fittings must be repaired before you leave.
- You must remove all of your possessions, leaving the property in a suitable condition for reletting and by law provide us with a forwarding address. If you leave any furniture or floor coverings which you do not wish to keep you should contact the Cleansing Department (tel. 01389-737000) who will uplift them free of charge giving them at least a week to do so.

An inspection will be made before and after you leave the property to ensure that the house is left in a reasonable condition. The Association will charge you for the cost of any repairs required in order to relet the property and for the removal of any items left in the property.

## 2.10 Right to Buy

All tenants (with the exception of tenants of shared, sheltered or designated special needs housing) have the right to buy their home. All former secure tenants and those assured tenants whose tenancy was transferred to DPHA from Scottish Homes have a Preserved right to buy their home at a discount. Further details can be obtained from the Finance Section.

If you have the preserved right to buy and transfer to another property you will not retain this right.

As a result of the Housing Scotland Act 2001 the Association has an obligation to advise all tenants of the implications of purchasing your association property. We will do so on an annual basis.

If you are thinking of buying your home you are encouraged to seek independent advice, and consider the actual costs of owning your home. Aside from mortgage repayments you will also be responsible for a share of all common maintenance costs. You will also be responsible for all repairs to your property.

If you go into mortgage arrears you may be evicted by your mortgage lender and your home sold. In this situation the Association would have no obligation to rehouse you. The Association will be happy to discuss the implications of owning your home at any time.

## 2.11 Complaints Procedure

The Association hopes to provide an efficient service, but if you have a complaint concerning service or any other of the Associations activities we will be happy to deal with it.

In the first instance you should write to the most relevant senior member of staff, normally the Housing Services Manager who will investigate your complaint and try to resolve the issue. If you are still dissatisfied you can write to the Association's Management Committee and your complaint will be discussed at the monthly Committee meeting, with confidentiality respected.

A copy of the complaints procedure is available from the office.

The procedure will also explain how to take your complaint to the OMBUDSMAN if you are not satisfied with the Management Committee decision.

## 3. **ALLOCATIONS, TRANSFERS, OWNERSHIP**

### 3.1 Access

Dalmuir Park Housing Association is committed to equality of access to housing. Access is open to all persons over the age of 16 regardless of age, sex, ethnic origin, marital status, disability, religion or sexual orientation. All allocations are made on a fair and equitable basis.

### 3.2 Points System

A points system is used to compare the housing needs of all applicants. The scheme applies to both people who are already DPHA tenants wishing to transfer to other Association accommodation, and those who are not Association tenants.

This Association wants to have a fair and impartial system of allocating houses so that accommodation may be offered to those in the GREATEST NEED.

Points are given for reasons such as homelessness, overcrowding, having too many rooms, or lacking any of the basic amenities (an inside toilet, a bathroom, hot running water, a kitchen). There are many other points categories in addition to the above and you can obtain a copy of the policy or a summary on request.

### 3.3 An Open List

The Association will endeavour to maintain an "open" waiting list so that the system of allocating houses is constantly responsive to housing needs.

In an attempt to keep the waiting list realistic and manageable, the Association will cancel applicants below a certain points level, below which an applicant has no realistic chance of obtaining accommodation.

### 3.4 Waiting List Applicants

If someone is applying to be put on the DPHA waiting list, they will first of all have to complete the appropriate application form. It is best if these are returned personally so that the Housing Officer can ensure that it is properly completed. This is crucial to the applicant's points total which is of course based on the information given on the form. A Housing Officer will help anyone fill in this form.

### 3.5 Nominations

Access to DPHA housing stock is available via the Nominations Agreement with West Dunbartonshire Council. Annually 50% of DPHA allocations are made to nominated applicants after dealing with transfer applicants. Contact WDC if you wish to be considered.

### 3.6 Transfers

If you are already a DPHA tenant and wish to apply for a transfer, the procedure is basically the same as for waiting list applicants. In addition to being at the top of the list, the offer is also dependent on:

- (1) An acceptable tenancy report;
- (2) your rent account having been conducted in a satisfactory manner;
- (3) there being no record of unreasonable behaviour or other tenancy misdemeanours (failure to clean common areas, noise complaints etc)

If you were a secure tenant and accept another property you will not retain your preserved right to buy.

Over the course of a year an attempt is made to ensure that a reasonable percentage of allocations are made to transfer applicants.

When initially allocating new build developments, the Management Committee will decide the quota of allocations to be made to transfer applicants.

The Association will ensure that any outstanding repairs are completed in the house you are moving to in order to bring the property up to an acceptable standard.

Due to the limited size of DPHA housing stock it is necessary to restrict tenant choice of housing to the size of accommodation that suits their needs (normally either 1, 2, or 3 bedrooms). Your application will be placed on the appropriate queue on our computer depending on size, floor and type in order of its points total which reflects how much you are in need of a house.

The size of flat required is determined by the number of persons in the household. In terms of overcrowding, points will be given to pregnant women as soon as the applicant's doctor confirms the pregnancy in writing, and where the future birth of the child will result in overcrowding in terms of lack of bedrooms.

ANY APPLICANT WHO DELIBERATELY GIVES FALSE OR MISLEADING INFORMATION ON THEIR APPLICATION FORM WILL HAVE THEIR APPLICATION CANCELLED. IF A HOUSE IS ALLOCATED ON THE BASIS OF SUCH INFORMATION THE ASSOCIATION WILL TAKE APPROPRIATE ACTION TO REPOSSESS THE PROPERTY.

### 3.7 Number of Offers

You may receive two offers of accommodation. If both are refused you will be removed from the list and will not be allowed to re-apply for one year.

However, if there have been reasonable grounds for refusal of an offer then this restriction may be waived and you have the right to appeal to the Housing Services Manager.

This procedure is the same for both Waiting List and Transfer applicants.

### 3.8 Mutual Exchanges

You can move from one DPHA house to another either by applying to the normal waiting list for a transfer (as already described) or by swapping with another tenant.

You may also swap with a tenant of another Housing Association, West Dunbartonshire Council, and Communities Scotland or other local or New Town Authority.

Such a swap is called a MUTUAL EXCHANGE.

Most of the allocation rules already described will still apply to such a move, such as the number of bedrooms required by a family moving to or from Association housing.

If you are interested in arranging a mutual exchange with another tenant you should contact a Housing Officer who will be happy to help you.

### 3.9 H.O.M.E.S Scheme

This scheme is designed to help tenant who for reasons of employment or social grounds wish to move to another part of the United Kingdom. Tenants or other applicants from outwith Clydebank can also apply to move here.

If you are interested in finding out more about this scheme, please contact a Housing Officer who will be pleased to give you further information.

### 3.10 Shared Ownership

We currently have a small number of shared ownership units within our housing stock. While we do not foresee much future involvement in new shared ownership developments it remains a way for some residents to obtain a quality home and start you on the road to home ownership. The shared ownership scheme means that you can part rent and part own your home. You have the option of purchasing a 25, 50 or 75% share as the first step towards owner-occupation. Rent continues to be paid on the remaining share.

Please note that tenants in shared ownership units are responsible for all property maintenance and repair costs. Sharing owners must also purchase the property outright within twenty years of the completion of the development.

Further information on the options available may be obtained from the office.

### 3.11 Other House Purchase Schemes

While our principal activity is providing homes for rent, the Association occasionally assists in providing low cost home ownership schemes. In the past we have provided Discounted Improvement for Sale units and we may be involved at a future date with starter homes and other initiatives.

## 4. RENT

### 4.1 Rent Registration (Former Secure Tenancies)

The Scottish Secure Tenancy Agreement replaced the secure tenancy agreement but secure tenants retained the right to a Registered Rent. This will continue and the process remains the same. The Rent Registration Officer, a government official who has experience in assessing and comparing rents for private-rented accommodation in the area, including all housing associations, must register former secure tenancy rents as “fair rents”.

The rent will be based on size, age and condition of the flat, location and what improvements have been carried out. The Rent Registration Officer will contact any secure tenants whose rents are about to be increased, and give them the opportunity to discuss the reasons for the increase at a meeting with her/himself and a housing official, and a “fair rent” will then be registered.

Your rent will be reviewed every three years instead of annually as with our other tenants. You may appeal against a re-registered rent if it is thought the rent is not “fair”. On appeal, the final decision will be made at a Rent Tribunal, where a decision will be taken by a Rent Assessment Committee.

### 4.2 Rent Policy

The Association's Rent Policy forms the basis of the method by which rents are set and reviewed. They are reviewed annually based on affordability, comparisons with other social landlords and set a level that allows the organisation to remain financially viable. The Association aims to charge a suitable rent that reflects the size, location, type and level of service provided. We also make regular comparisons with other housing providers. Rent levels will also vary according to when the property was modernised. In terms of being affordable we aim to:-

- Set rent at a level where someone working at least 16 hours per week will be able to afford the rent without Housing Benefit being paid.

We will assess how this policy works by conducting a regular Income Surveys among our tenants. We will also consult with tenants on an annual basis (usually around December) about the level of rent increase we propose.

#### 4.3 Rent Phasing

All former secure tenants qualify for rent phasing when the rent is re-registered.

Rents are registered when any house is first modernised and thereafter every three years. This means that rents for different properties may increase at different times of the year.

Rent Phasing means that the increase between the old and the new rent will be applied in stages as all increases are restricted by law to a certain amount. At present a rent only increases annually by :- £104, or 25% of what the tenant paid the previous year or one half of the total increase in rent, whichever is the greater sum.

When your rent is increased (after appeals to the Rent Office and Rent Phasing have been taken into account) the Association is legally required to send you a written notice four weeks prior to the increase.

#### 4.4 Service Charges

Your rent may include an amount to pay for services provided by the Association (e.g. garden maintenance, common close cleaning, communal TV aerial, door entry system, or communal ventilation system). Details of service charges can be found on your tenancy agreement. You will also be advised annually through our consultation process.

#### 4.5 Payment of Rent

Your rent is due monthly in advance on or before the 28<sup>th</sup> of each month (e.g. the rent for July is due on June 28<sup>th</sup>). Rent can be paid in the following ways:

- (a) at the Bank of Scotland, 780 Dumbarton Road, Dalmuir using the rent book provided;

- (b) by “standing order” via your bank (a form is available from the Housing Officer)
- (c) by cheque through the post
- (d) by cheque or cash at the office although we encourage tenants to use one of the first three methods.

You can pay weekly if you prefer or if you are in arrears with your rent payments.

#### 4.6 Housing Benefit

If you are unemployed or have a low income, you may be entitled to help with your rent through the Housing Benefit system. The Association has information leaflets explaining the amount of benefit you may be entitled to. We also have Housing Benefit application forms and can assist you in their completion if requested. Completed forms should be sent to Housing Benefit Section West Dunbartonshire Council, Council Offices, Clydebank.

In normal circumstances we request that you sign a mandate form authorising West Dunbartonshire Council to pay Housing Benefit direct to the Association.

After you have qualified for benefit initially, the Council requires to regularly review your claim (either on a six months or annual basis). To continue to receive benefit you require to return the review form. You should also advise the Council promptly of any changes that may affect your claim (for example if you return to work). The Council will reclaim the benefit overpaid to you and the Association may take legal action if you falsely claim benefit and the Council reclaims it leaving you in arrears. Please heed the warnings on the form and return it promptly or you may lose your housing benefit.

If you are on Income Support you may also be eligible for other assistance. For further information on these allowances contact the Benefits Agency or your local SWD office.

#### 4.7 Rent Arrears

It is important that you pay your rent promptly in advance. If you are having difficulty, contact our Housing Management Section immediately and they will advise you on the benefits of which you may be entitled. They will also help you make an arrangement to pay off arrears.

If it is not possible to reach a voluntary agreement with a tenant in arrears, then the Association will have to take legal action in an attempt to recover any outstanding debt. Such action can lead to the eviction of a tenant.

If court action does take place and the Sheriff grants a Decree you will have to pay legal expenses (which may be in excess of £200).

All discussions with staff about these problems are completely confidential – ask for help as early as possible before the debt becomes too large.

## 5. **LIVING IN YOUR HOME**

### 5.1 Care of the Property

You are expected to keep the property in good condition throughout your tenancy. You must also take your turn at cleaning and washing stairs and bin areas in accordance in most instances with the Association's rota card system. Should you lose your rota card or experience any difficulty in obtaining it from other tenants in your close, or if any of the other tenants do not take their turn in cleaning stairs and/or in bin shelters please contact the Housing Section as soon as possible.

Some groups of tenants pay a service charge for the cleaning of common areas. We would encourage tenants to agree to similar arrangements and if you wish to take advantage of this please contact the Housing Officer.

### 5.2 Front Gardens

Maintenance of the small garden areas to the front of most tenement blocks is the responsibility of the ground floor tenant unless the Association has been notified in writing that:

- (a) another tenant in the close has taken over responsibility from the ground floor tenant;
- (b) the ground floor tenant is unable to maintain the garden due to age, infirmity or disablement. If you fall into this category, contact the Housing Section who can arrange to have your garden maintained.

As with the cleaning of the common areas, for a small service charge the Association can do the work for you.

### 5.3 Back Courts

The Association maintains the back courts and open spaces surrounding particularly New Build properties by arranging for a contractor to regularly cut the grass and maintain the planted areas. Backcourts should be kept clean and tidy to avoid attracting animals and vermin, and to show some consideration for your neighbours. The back courts are principally for the drying of clothes and the storage in the appropriate areas of household refuse and are not designed as play areas. Children should not be allowed to play unsupervised and ball games and cycling are not permitted. Tenants should at all times ensure that their children do not cause damage or nuisance to neighbours. There are however a small number of play areas within backcourts that are suitable for children and tenants should ensure that children are supervised at all times.

### 5.4 Stairs/Bin Areas

The tenancy agreement, and for owners, the deed of conditions, requires that residents shall take their turn, in rotation with other occupiers of the building, in sweeping and cleaning the common close and bin area. Where there is a rota card in place residents should ensure that this is passed around in order that each resident can carry out their turn. For the avoidance of doubt: -

- (a) tenants of flats on the ground floor will be responsible for the cleaning and washing of all ground floor passages, entrances, doors and windows.
- (b) tenants of flats on all floors above the ground floor will be responsible for the cleaning and washing of landings, stairs and banisters on their floor and for the section of staircase leading up to their floor.

Tenants of New Build Properties pay a service charge to have closes cleaned on a weekly basis.

Each tenant and owner-occupier has a duty to ensure that bin shelters are kept clean. Bin shelters should be swept out after each collection and washed at least once a week.

Wheelie bins must be placed outside your close on collection day and returned to the bin shelter afterwards. Lost or stolen bins must be replaced by the tenant or owner and not by the Association or Environmental Health Department.

If you have any large bulky items (e.g. mattresses, cookers etc) please telephone the Environmental Health Department to arrange an uplift of the items. Telephone 01389 737000.

The Association can arrange for a contractor to carry out your responsibilities for the common area at a cost. If you wish to take advantage please contact your Housing Officer.

## 5.5 Being a Good Neighbour

You, your family or visitors must not disturb the peace within the close or the surrounding area or cause a nuisance or disturbance particularly at night. If your household or visitor's behaviour is unreasonable and disturbing your neighbours then you may be breaking the law and so would be liable to be prosecuted by the Police, as well as facing the possibility of your house being repossessed by the Association.

Recent Anti Social Neighbours legislation provides more power to the Local Authorities to deal with anti social behaviour. Environmental Health Officers can remove offending music equipment and the Council can apply for Anti Social Behaviour Orders (ASBOs) that restrict the behaviour of the offending resident. Breach of such orders is a criminal offence and can lead to imprisonment or fines.

If you are the victim of anti social behaviour the recommended procedure is as follows:-

- 1 Discuss the issue with the neighbour
- 2 Call the Police
- 3 Record the incident in a diary
- 4 Report the issue to the Housing Officer (preferably in writing and in reasonable detail)
- 5 Do not get involved in any action that would inflame the problem (banging on the ceiling or the floor)

Your Housing Officer will investigate complaint thoroughly. Investigations will involve discussing the issue with you, seeking corroboration and discussing the matter with the offending party. Persistent offenders will be dealt with under the terms of the tenancy agreement and appropriate action taken from written warnings and court action. The Association will always act impartially in such circumstances. A professional Mediator may also be appointed to resolve lifestyle or personal disputes)

#### 5.6 Pets

Within the tenancy agreement (and for owners, the deed of conditions) a resident requires permission in writing from the Association to keep a pet. If you wish to keep a pet you must write to the Association for permission. Permission for no more than one pet is usually given.

The Association took the decision several years ago that tenemental properties are not suitable for the keeping of dogs. No Tenant is allowed to keep a dog unless it is already registered with the Association. Housing staff may decide your pet should be removed from your house if the Association receives complaints. Since 1992 the Association has not given permission for the keeping of dogs.

### 6. **REPAIRS AND MAINTENANCE**

#### (1) Responsibility

DPHA has a statutory responsibility to carry out certain repairs, while others are the responsibility of the tenant. The Association has accordingly adopted a repairs policy which details which repairs you, as tenant, are responsible for.

Where damage has been caused by misuse by you, a member of your family, or by anyone in the house with your consent, you will be expected to repair the damage or in certain circumstances pay the Association to carry out the repair. A deposit may be required before any work commences. However if you have not paid for a previous repair that was your responsibility the Association may refuse to carry it out.

#### (2) Reporting Repairs

If something in your flat or building is in need of repair, you should contact the office either in person, in writing, by telephone or through the Association's web site at [www.chconline.org.uk](http://www.chconline.org.uk). It is important that you tell us as much as you can about the repair and tell us when you will be in so that we can arrange access. Please be as flexible as possible when arranging a suitable time for access. Any repair reported may have to be inspected by the Association's Maintenance staff in order to establish the exact nature of the repair.

Repairs will be categorised as either:

- Emergency - requiring immediate attention within 24 hours (and made safe within 4 hours)
- Urgent - requiring attention within 2 days
- Routine - which will be carried out as required within 10 working days.

We aim to complete repairs within the above timescales wherever possible.

(3) Definition of Responsibility

DPHA Housing and/or Maintenance Staff will initially decide if a repair is the responsibility of the Association or if there will be a charge to the tenant. If you are unhappy with a staff decision, you may write a letter of appeal against the decision, which will be considered by the Association's Management Committee. You are also entitled to make use of DPHA's Complaints Procedure.

(4) What the Association will repair

We will keep in repair or proper working order:

- a) the structure and outside of the house including mutual drains;
- b) gutters and external pipes;
- c) all inside installations which supply water, gas and electricity that are not owned by the tenant;
- d) all sanitary appliances, including wash-hand basins, baths, showers and w.c;
- e) fixtures and fittings such as kitchen cupboards
- f) glass windows broken due to malicious damage or vandalism (where a report of the damage is made to the Police within 24 hours), or broken due to the weather.

In general, we shall maintain the house in the same condition in which it was handed over to you, taking fair wear and tear into account. Access for the servicing of certain items (e.g. gas fire, central heating system, etc) must be given when requested.

(5) What the tenant will repair

- a) Any appliances, fixtures, etc brought into the house by the tenant.
- b) Any damage caused by the tenant (e.g. w.c., wash-hand basin) by neglect or intention or accidental damage.
- c) The clearing of choked waste and soil pipes, sinks, wash-hand basins, baths and showers where this occurs within the house before connection with the common drain.
- d) All internal decoration
- e) Any damage done to doors or door locks caused by forced entry or vandalism (if not reported to the Police within 24 hours). The Association may agree to carry out this work but the cost will be charged to the tenant.

(6) Emergency Repairs

Emergency repairs will be carried out as soon as possible to avoid danger to the health and safety of residents. If you require an emergency repair outwith normal office hours, you can telephone the office where an answering machine will give you the telephone numbers of the Association's emergency contractors who will carry out any such repair. These numbers are also on display at the Association's office and in all Association Newsletters.

If you have any cause to contact the office after hours, please leave your name, address and nature of the call on the answering machine.

Normally the following work will be classed as Emergency:

Gas Leaks	Burst Pipes
Dangerous Structures	Serious Electrical faults
Broken entrance doors and windows	Blocked drains or sanitary fittings
Loss of Heating (winter months)	
Total loss of cold water (but not hot water)	

Abuse of the out of hours reporting system e.g. reporting a repair that is not an emergency will result in a charge being made to the tenant.

(7) Right to Repair

The Housing (Scotland) Act 2001 gives tenants the right to compensation for some repairs not carried out within a specific timescale. In such circumstances the tenant is entitled to:-

- Notification that the job is a qualifying repair
- Details of when the job is due to be completed
- £15 compensation for a failed job plus £3 per day afterwards
- The name of a second contractor who could complete the work

The scheme applies only to specified jobs which are the responsibility of the landlord and which if not carried out within an agreed period may jeopardise the health, safety or security of the tenant. They are detailed in Appendix 1.

You cannot contact the secondary contractor without advising the Association that the initial job was not completed on time and giving the association the opportunity of resolving the matter.

The scheme is subject to certain conditions and exclusions (e.g. where there are access problems, where essential materials are awaited, or where only a temporary repair is possible).

DPHA will inform tenants of the existence of the scheme at least once a year. A policy statement and leaflet “The Right to Repair” is available from the office.

(8) Burst Pipes

To help prevent burst pipes you should keep your home as warm as you are able to in winter and always remember to switch off the water supply in your flat and drain down your hot water cylinder if you are leaving your house for any length of time. Someone from the Association will be pleased to show you where the stopcocks etc are in your house if you do not already know, but, if you prefer the Association will turn off and drain down your system before you leave and turn everything back on when you return.

REMEMBER – if you do get a burst pipe while your flat has been left empty and damage is caused to the contents of any of your neighbours’ houses then you could be held liable for any damage caused. This is another reason to fully insure your home contents. (See also section 7.2 Insurance)

If you do get a burst pipe you should:

- a) turn off the water immediately at the stopcocks;
- b) turn on all taps as quickly as possible (to remove water in the tank);
- c) switch off the electric water heater or gas boiler (depending on which you have) as quickly as possible;
- d) identify where the burst pipe is;
- e) contact the Association or emergency contractor.

(9) Electricity

Any electrical faults should be reported immediately to the Association. Be sure you know how to turn off your electricity at the mains switch in case of emergency. This must be done before replacing a fuse or repairing fittings connected to the supply.

(10) Gas

Never attempt to deal with faults yourself. Gas leaks can be dangerous and should be reported immediately. Be sure you know how to turn off the gas supply at the valve in case of emergency.

GAS LEAK: phone TRANSCO 0800 111 999. Please also inform the Association of your problem.

(11) Communal TV Aerials

There is a common aerial installed in most blocks of flats and the Association provides an aerial socket in the living room of each house. You must not interfere with the aerial and under no circumstances must you attempt to enter the loft. If you think that the aerial is not working properly check first with the neighbours. If their picture is alright then your television is likely to be the source of the problem. However, if you are sure that it is the aerial (it almost certainly will be if your neighbours are having the same problem) then you should contact our office.

DPHA does not give permission for the installation of individual SATELLITE DISHES in tenement properties although a dish capable of supplying all occupiers in a close will be considered. Contact the Maintenance Manager for more details.

(12) Condensation

Condensation occurs in some way in all houses and is caused, simply, by warm moist air making contact with cold surfaces such as windows and walls. It is impossible to prevent all condensation, but the following measures will keep it to a minimum.

- 1) Use your extractor fans, (if fitted) in the bathroom and kitchen, whenever steam is produced. The bathroom fan should switch on automatically with the light switch.
- 2) The use of paraffin or liquid gas heaters are not permitted as this contributes greatly to the moisture content in the house.
- 3) Keep kitchen and bathroom doors closed when running hot water or when washing.
- 4) As far as possible, keep lids on saucepans when cooking.
- 5) Try to make sure all rooms are sufficiently heated and ventilated.
- 6) Keep a window open when drying clothes.

(13) Living in a new or improved home

The Association welcomes you to your new or improved home. We want to provide you with a home that is comfortable and in good order. Sometimes, however, defects appear in the early stages that need to be dealt with.

The First Year

On completion of each contract there is a “guarantee period” of 1 year. This begins on the day the improved or new house is officially handed over to the Association. During the first year, if problems arise because of faulty material or workmanship, the Contractor, not the Association, is responsible for the repair. If you find any defects please let the Association know in writing.

In case of emergency (e.g. burst pipes, gas leaks, electrical faults) repairs will be done as normal. When the problem is less serious it may take longer than if the Association was responsible. Minor faults may not be seen to until the end of this period. At the end of the first year the architect will always inspect the house to define any outstanding defects.

**IMPORTANT:** please do not get another tradesman to repair any fault during this period. If you do, the contractor will no longer be responsible for that fault or any other problem which arises from it. You will also have to pay for the cost of the repair.

#### Drying Out

Fresh plaster will take up to a year, or sometimes longer, before it completely dries out. This is one of the minor problems that arise after improvement. It is not likely to be serious. The walls may show signs of paint work flaking or the staining of patterned paper.

It is most likely to show as a white powdery substance on the surface of the walls. If this happens it should be just brushed off. Do not wash it off and do not paint over it.

#### (14) Maintenance Cycles

The Association has a planned programme for the improvement or replacement of all major maintenance elements of the building you live in. The work to be done varies from yearly maintenance to the major replacement of items over a 40-year lifespan. The Association will endeavour to keep residents informed about any planned works affecting your home. The Association uses part of your rent payment to pay for such work, which extends the lifespan of the building.

#### (15) Decoration

It is your responsibility to decorate the inside of your home and you should keep it decorated to a reasonable standard.

#### (16) Alterations

Tenants who wish to carry out any alterations or improvements to their home have the right to so do but only with the written approval of the Association. The appropriate form may be obtained from the office. The Association will not unreasonably withhold its consent but this will be conditional upon the work being carried out to a reasonable standard.

If you are in any doubt as to how you should go about the job please do not hesitate to contact our office and a Maintenance Officer will be pleased to advise you. Please note that the Association will not give permission for the use of ARTEX, laminate flooring unless professionally fitted and insulated,

nor individual Satellite Dishes (see section 6.11), although a dish capable of supplying all occupiers of a close will be considered.

REMEMBER TO MAKE SURE THAT YOU DO NOT SCREW OR NAIL ABOUT OR AROUND ELECTRICAL SOCKETS OR THE METER BOARD.

Failure to apply to the Association for permission for any alterations will be treated as a breach of tenancy conditions.

(17) Right to Compensation

Under the Housing (Scotland) Act 2001, tenants have a right to compensation for certain improvements done in the house and a level of payment available for each item.

The scheme allows for tenants, on the termination of their tenancy to be compensated for certain improvements that have been given written approval by the Association. These are detailed in Appendix 2.

7. GENERAL

(1) Home Security

Residents are advised not to allow strangers into your home unless you have checked their identity. All of the Association's staff and our contractors are required to carry identification cards, which you should ask to see. Do not let them in even if it seems like an inconvenience. Contact the Police and/or the Association if you suspect someone may be a bogus caller.

At night and when you go out, make sure you close all windows and doors, and never leave notes outside for callers or friends. Turn off electricity, water and gas if you go away for any length of time, and if the weather is cold, protect your pipes by draining the system. Contact the Association if you expect to be away for a month or more.

If you lose the keys to your house or lock yourself out you will have to pay for any damage caused by forcing the door open. It may therefore be wise to leave a spare key with a relative or someone you can trust.

(2) Insurance

You should take out insurance for your own contents as the Association is not liable for any damage to your possessions caused by robbery, fire or flooding. You should also ensure that your policy covers doors, windows and fittings which may be damaged due to negligence, misuse or vandalism. The Association can advise on any Home Contents Scheme that it arranges or has negotiated.

The Association insures only the structure of the building, fixtures and fittings.

(3) Fire Precautions

- NEVER hang clothes around fires or cookers
- NEVER leave matches within reach of children
- ALWAYS close all doors at night
- ALWAYS unplug all appliances when not in use
- ALWAYS check for live cigarette ends
- ALWAYS ensure matches, cigarettes and smoking materials are disposed of safely.

In the even of a fire:

- alert anyone else in your home or close
- close all doors and windows if you can
- call the Fire Brigade (Tel: 999)

Chip pan fires:

**NEVER LEAVE CHIP PANS UNATTENDED ON THE COOKER**

If a pan of boiling fat goes on fire, try to smother the flames with a heavy lid or well wrung out cloth. Try to turn off the cooker or if you cannot get near, turn off the gas or electricity at the meter.

Do not move the chip pan or pour water over the hot fat – this will make it worse.

(4) Adaptations for people with mobility problems

Some of our houses have already been adapted to make them more suitable for our older tenants or tenants with mobility problems.

However, in addition, these and any other flats can be supplied with extra physical aids and adaptations for people with mobility problems (e.g. bath and toilet aids, special tap handles, flashing doorbells for the deaf, etc).

West Dunbartonshire Council Social Work Department may be able to provide such aids to make life easier for you. For further information contact a Housing Officer who will put you in touch with the right people.

(5) Social Work Department

The Housing Association attempts to work very closely with the local Social Work Department, and between us we try to solve any particular problems any tenant may have (e.g. tenants in rent arrears, elderly tenants).

If you feel you may benefit from the service which professional social worker can provide, do not hesitate to contact the Department yourself or contact a Housing Officer who will arrange a meeting for you.

(6) Other Agencies

The same applies for any agency you feel may be able to help you through any problems you may face (e.g. Women's Aid, Citizens Advice Bureau, WDC Homeless Persons Office, Single Persons' Supported Accommodate Team).

(7) Wider Action Role

Increasingly Dalmuir Park is involved in providing services or making possible services that complement our main role of providing low cost quality housing for rent. Among such services are:-

**Lynx Care**

A personal care service for older people and those with physical or learning disabilities.

**Dalmuir Out of School Care Group**

The provision of an after school facility for school children of all ages.

If you feel you could benefit from any of service please contact Lynx Care direct or the Association.

The Association has also published a Wider Action Handbook which details these and a number of other services.

(8) Useful telephone numbers

West Dunbartonshire Council	01389 737000
Police/ Fire/ Ambulance Emergency	999
Police Enquiries	532 3300
Crime Prevention	532 3338
Community Safety	532 3310
Victim Support	952 2095
Citizen's Advice	951 8666
Employment Service	800 2700
Housing Benefits	01389 738555
Council Tax	01389 737444
Dalmuir Library	952 3532
Dalmuir CE Centre	941 1903
Clydebank Health Centre	531 6363
Western Infirmary	211 2000
Vale of Leven General	01389 754121
Social Work	01389 737758
	(out of hours) 0800 811 505
Refuse Collection Bulk uplifts	01389 737829

**Appendix One**

**Right to Repair Timescales**

DEFECTS, REPAIRS OF WHICH ARE QUALIFYING REPAIRS AND MAXIMUM TIME FOR COMPLETION

<b><u>Repair</u></b>	<b><u>Period</u></b>
<i>(Defect)</i>	<i>(Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection)</i>
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
Electric power-	
loss of electric power;	1
partial loss of electric power.	3
Insecure external windows door or lock.	1
Unsafe access path or step.	1
Significant leaks or flooding from water or heating pipes, tanks, 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
Water supply-	
loss of water supply;	1
partial loss of water supply.	3
Loose or detached banister or hand rail.	3
Unsafe timber flooring or stair treads.	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7



## APPENDIX 2

### SAMPLE LIST OF QUALIFYING IMPROVEMENTS

<b>Item</b>	<b>Notional Life in years</b>
1. Bathroom replacements/installations:	
• fixed bath or shower facilities	15
• wash hand basin	15
• toilet facilities	15
• storage cupboards in bathroom	15
2. Kitchen unit replacement/installations:	
• storage cupboards in kitchen	15
• kitchen sink (including base unit)	15
• work surfaces for food preparation	10
3. Central heating replacements/installations:	
• additional work required to extend a partial heating system	12
• provision of fixed water heating, e.g. immersion heater	5
• provision of thermostatic radiator valves	7
• provision of central heating	12
4. Window replacements:	
• installation of windows	20
• double and secondary glazing provision	20
• draught proofing	10
5. Doors:	
▪ External door replacement	20
▪ Draught proofing of external doors	10
6. External improvements:	
• house extensions	60
• providing an additional room	60
• porches	60
• loft conversions	60

7.	Electrical:	
	Rewiring and the provision of power and lighting and other electrical fixtures.	20
8.	Energy Efficiency:	
	• loft insulation	20
	• cavity wall insulation	20
	• insulation of pipework, hot and cold water tank or cylinder	15
9.	Adaptations for the disabled:	
	• structural alterations	20
	• fixtures and fittings	15
10.	Smoke detectors including their wiring and fixtures	10