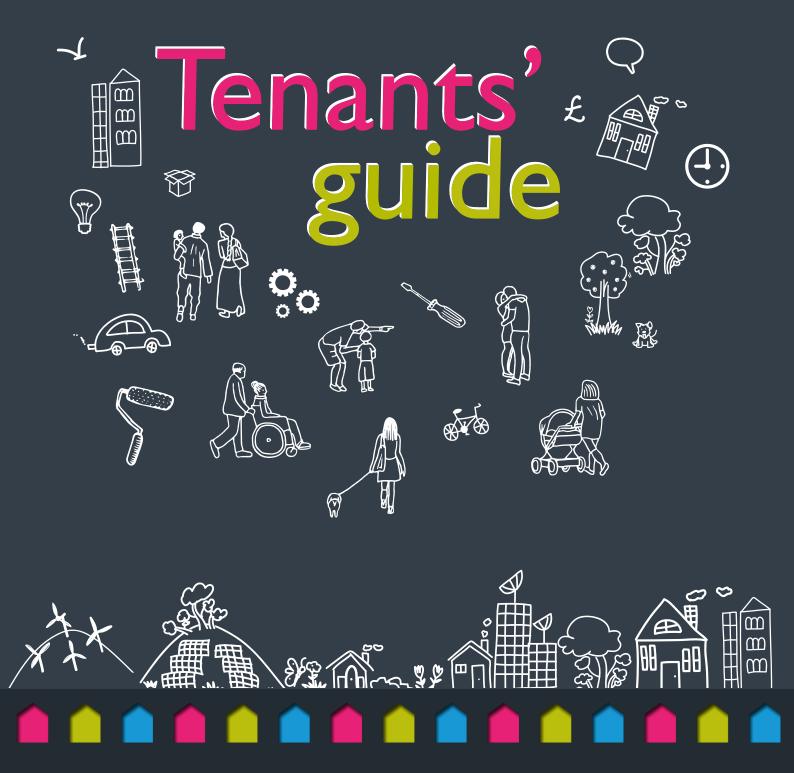


working in partnership with





Useful information for residents

### Contents

Introduction to Saxon Weald and your tenancy	3 - 7
Repairs and maintenance	8 - 18
Paying your rent	19 - 20
Living in your home	21 - 24
Your neighbourhood	25 - 27
Making a complaint	28
Moving or ending a tenancy	29 - 37
Data protection	38 - 39

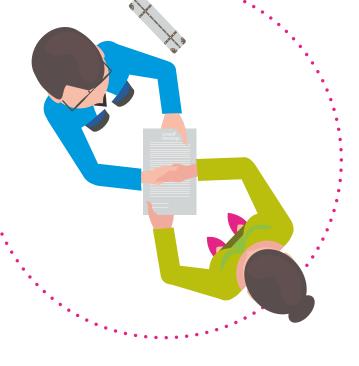




### Quick, easy and available 24/7



Saxon Weald LandGAH | Tenants' guide | Page 2



## Introduction to Saxon Weald and your tenancy

### About us

Established in 2000, Saxon Weald is a housing association, sometimes known as a 'registered provider'. We manage around 6,750 homes across Sussex and Hampshire. We provide affordable rented homes for individuals and families, as well as properties exclusively for the over 55s, including those with care needs. We also provide homes for market rent, shared ownership and outright sale through our Weald Living brand.

We are a charitable community benefit society, with the money we make from rents being reinvested in the management, maintenance and building of homes. We are accountable to the Regulator of Social Housing.

Saxon Weald is governed by a Board, which is advised and supported by the Chief Executive and professional staff. The Board is responsible for ensuring the effective strategic and financial management of the company. The Chief Executive and staff are paid to manage the organisation on a day-to-day basis.

### Opening hours

You can access your account, make payments and log repairs any time at <u>myLandGAH.com</u>

#### Saxon Weald contact hours

Monday-Thursday from 8.30am - 4.30pm. Friday from 8.30 – 4.00pm

### Contact us

Secure message via MyLandGAH.com

Email hello@saxonweald.com

Website www.saxonweald.com

Facebook www.facebook.com/saxonweald

Telephone: 01403 226000



#### Your tenancy agreement

Your tenancy agreement is an important document forming a legal contract between you and Legal and General Affordable Homes (LandGAH), which Saxon Weald is managing on their behalf. It confirms your tenancy and contains details about your rights and responsibilities. It is your responsibility to ensure that you abide by the terms of the agreement as, by signing it, you have legally agreed to do so.

### What we expect of you

- Pay your rent regularly and on time
- Look after your home and give us access to carry out repairs and safety checks
- Be considerate towards your neighbours
- Don't make any changes to your home without our consent
- Tell us about changes to your personal circumstances and contact details



#### What kind of tenancy have I got?

New tenants – new tenants have a probationary tenancy for their first 12 months. This is an assured short-hold tenancy. It means that tenants can be evicted quickly if they break the terms of the tenancy, for example by causing a nuisance. After the 12-month introductory period, providing there are no problems, the tenancy usually converts to a fixed-term assured shorthold tenancy.

After the first 12 months – most of our LandGAH customers have a five-year fixedterm tenancy. This type of tenancy offers you security for the length of the term and gives you various rights and entitlements. (see your tenancy agreement for details).

### Changes to the tenancy agreement

The only changes we can make to your tenancy agreement without your consent relate to the level of rents and service charges. For all other alterations, unless they are made as a result of new government legislation, we would consult you and seek your approval.

### Can you evict me or force me to give up my home?

Yes, but there would have to be a good reason for doing so and there are certain legal steps we have to take, including going to the County Court for a Possession Order: Reasons for eviction include:

- You are not paying your rent
- You are harassing other people or causing antisocial behaviour
- You are not actually living in the property
- You are using your home for illegal or immoral purposes
- You are damaging or abusing your home
- You are running a business from home without our consent
- We require the property for redevelopment and you refuse to move

We may ask you to leave your home temporarily while repairs are carried out, if we could not safely do the work with you in occupation. If you have to move for this reason, we will offer you suitable alternative accommodation while the work is done and pay for reasonable removal expenses.

We can also ask you to move if your home has to be demolished. We would compensate you for the loss of your home, offer you alternative accommodation and pay for reasonable removal expenses.

### At the end of your fixed-term tenancy:

We will review your fixed-term tenancy 15 months before the end of the term, to assess whether a new fixed-term tenancy will be granted. We will contact you six months before your tenancy is due to end to confirm whether your tenancy will be renewed or not. The things we consider when reviewing your tenancy are:

- Breaches of tenancy
- Eligibility for housing

- Financial circumstances
- Household make-up

In exceptional circumstances we may grant a fixed-term tenancy for two years, where there is an arrangement in place to pay back arrears.

### Making a change to your tenancy

Don't forget to tell us if your personal circumstances change - including any disability caused by illness or accident, relationship breakdown or financial difficulty. That way we can make sure that we're giving you all the help that we can. To make a name change on a tenancy, we would need an official document proving the legal change of name (e.g. marriage certificate).

### What happens if my relationship breaks down and I split up with the person I live with?

If you have a joint tenancy, all tenants named on the agreement have equal rights to access the home, unless a court says otherwise. We cannot remove a name from the tenancy without mutual agreement or a court order.

If you have a sole tenancy (where you are the only person named on the tenancy) you have the right of access to your home. However, depending on circumstances, a person living with you may still have certain rights. Please contact us for details.

### Can my family stay in my home if I die?

This is known as succession. In certain cases there is a right to succession – for example, a tenancy is usually passed to the spouse or partner of the deceased, if they were living with them at the time of their death. However, succession can only happen once and there will be no legal right to pass on the tenancy to anyone else after that.

For more information on what to do if a tenant dies, please see page 35 of this guide.

### Can I have a lodger?

A lodger is someone who lives with you as though he or she were part of your family. You must ask our permission before taking in a lodger, giving us details of the person and what room they will occupy. We will not usually refuse unless it causes overcrowding. If you receive any housing benefit, you should check with your local authority if the rent you receive from your lodger will affect your entitlements. If you receive universal credit, you should check with the Department of Work and Pensions through your online journal.

### What is the difference between having a lodger and sub-letting?

A lodger shares the property with you. They will pay you for food and upkeep. A sub-tenant has part of the property solely for their own use and you need their permission to enter the rooms they occupy.

### Can I sub-let my home?

It is a criminal offence to sub-let your home. If we suspect that a tenant has abandoned their home or is sub-letting it, we will issue a legal Notice to Quit.

### Can I invite someone to live with me, without him or her being a paying lodger?

Yes, this is normally allowed as long as it does not cause overcrowding and complies with the terms of your tenancy agreement (e.g. meets any age restriction criteria). Please

contact us for permission before they move in.

As the tenant, you would be responsible for ensuring guests/ household members comply with the terms of your tenancy agreement.



### What if I am away and not living in my home for long periods?

You must use your home as your only or main home and notify us in advance if you are going to be away from the property for longer than four weeks. If you are not using the property as your main home, we will take legal proceedings to reclaim it, so we can offer it to someone who needs it.

### Can I buy my home?

You cannot purchase your home during your probationary period. After the end of your probationary period, you may have the right to purchase the property, but this will vary from development to development. Please contact us for further information.





We really welcome your views on our services. Your feedback helps to shape our decisions and learn how we can improve our services. There is no one better placed to tell us what works well and what doesn't than our customers!

We have numerous ways you can get involved and have your say:

- Surveys: we carry out surveys regularly, from an overall satisfaction survey, to questionnaires about a specific service. We try to keep them short, so they don't take too much of your time, but they provide us with a lot of valuable feedback. Make sure we can include you by ensuring we have an up-to-date email address for you.
- **Customer interviews:** sometimes we'll ask if we can call you for a more in-depth chat about a service and your experience. This helps give more detail than we can get using surveys alone.
- Service user testing: from time to time, we ask for volunteers to help us test a new system or service. If you'd be happy to help, please email <u>your.voice@saxonweald.com</u>.

Of course, if you have some feedback you want to share, you can do so any time by contacting us at **your.voice@saxonweald.com**. We'll be all ears!



# Repairs and maintenance

Both Saxon Weald and you, the tenant, are responsible for looking after and maintaining your home. This section explains who is responsible for what, and what you can expect of us when reporting a repair.



### Reporting a repair

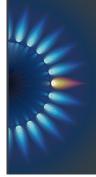
General repairs are mostly carried out by HomeFix, our in-house repairs team.

You can report a repair, Through your account at any time at <u>mysaxonweald.com</u>

- On our website <u>www.saxonweald.com</u>.
- By email HomeFix@saxonweald.com
- By phone on 01403 226000



**BUILDING SERVICES** 



### For gas heating and boiler repairs:

Our contractor for gas servicing, heating and boiler repairs is **TSG**. Please contact them to report any problems with your gas heating or hot water. **Call them on 0800 781 2739 or email** <u>saxonweald@tsgplc.co.uk</u>.

### **IN AN EMERGENCY**

Always phone if it is an emergency. If you have an emergency outside of our usual opening times, please call 01403 226000 and you will be transferred to our out-of-hours service.



#### Repair response times

**Emergencies:** If your repair is an emergency, we will treat it as a priority and attend as soon as an operative becomes available to make it safe. We may need to return at a later point to make a permanent repair, especially if parts are needed. Emergency repairs are those that immediately affect the health, safety or security of you or your property. Examples include:

- A blocked or totally unusable toilet (where there is only one toilet in your home)
- A broken external door or window which makes your home unsafe or insecure
- A burst pipe inside your home or water supply failure
- Electricity supply failure, if not caused by the electricity supply company
- Complete failure of the heating system (in winter, or where vulnerable people are involved)

#### Standard repairs

How quickly we can attend will depend on levels of demand at the time, however, we aim to carry out standard repairs within 10 working days.

### Repairs to communal and external areas

We aim to complete communal area and external repairs within 28 days (sooner if it is a health and safety hazard).

### Appointment times

We offer appointments from Monday to Friday during the following time slots:

8.00am – 1.00pm 8.00am – 4.30pm 10.00am – 2.30pm 12 noon – 4.30pm



We will text you in advance when your appointment is due and when our operative is on their way. Please make sure that we have an up-to-date mobile number for you when you book your appointment. We will always do our best to keep the appointment, but if a problem comes up, we will let you know and arrange another suitable time.

### What we expect of you

- You must ensure that an appropriate adult (aged 18 or over) is present to let us in.
- Please make sure the area likely to be affected by the work is clean and clear of obstructions and that children and pets are kept a safe distance from the area.
- Please treat our staff and contractors with respect and do not abuse or threaten them.
- Please give us reasonable notice if you need to cancel an appointment.

Please note: we may refuse to carry out repairs if your home is very dirty or poses a risk to the health and safety of our operatives. We will let you know if such circumstances arise and give you sufficient time to address them



#### Your responsibilities

There are a number of repairs which are your responsibility to carry out. If we are called out to do a repair which is your responsibility or find that the damage has been caused deliberately or through neglect, we will charge you for the cost of the repair.

Tenants are responsible for the repair or replacement of the following items within their homes:

### FIXTURES AND FITTINGS

- Minor repairs to kitchen units (e.g. catches, handles, hinges, runners and shelves). It is the tenants' responsibility to maintain and rectify loose fittings and to avoid overloading / mistreating cupboards and drawers. We will recharge the tenant where any damage is not the result of fair wear and tear.
- Curtain battens and rails, hat and coat hooks
- Toilet seats, hinges and covers
- Toilet roll holders, towel rails and soap dishes
- Shelving
- Built-in appliances e.g. cooker or hob. It is the tenants' responsibility to maintain built-in appliances including where they have been gifted (as part of a new development) or fitted as an extra during refurbishment works.



### DOORS, WINDOWS AND GLAZING

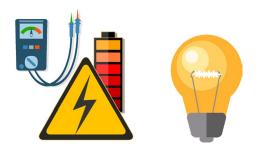
- Door bells, knockers and numerals
- Tenants' own security measures (e.g. additional locks or chains)
- Replacement of lost or broken keys

0



### ELECTRICAL

- Electrical plugs, fuses and appliances (unless provided by Saxon Weald)
- Fluorescent tubes and light bulbs (unless in communal areas)
- Smoke detector batteries
- Electrical faults resulting from the use of faulty appliances or installations that were carried out by you, or somebody acting for you. (Where Saxon Weald needs to make the property safe as a result of an electrical fault caused by the tenant, a visitor or somebody acting on their behalf, the necessary work will be recharged to the tenant.)



### PLUMBING

- Blocked waste pipes to baths, wash basins and sinks. (We will charge for the cost of any works we need to do where the problem has been caused by misuse.)
- Insulation jackets to hot water cylinders
- Plugs and chains to baths, wash basins and sinks
- Shower heads and hoses (maintenance, fixing and replacement)

### DECORATION

- Re-decoration to the inside of your home (e.g. filling, stain blocking, painting, wallpapering and tiling)
- Damage to decoration, which is the result of your failure to maintain your home in line with the terms of your tenancy or any advice provided by Saxon Weald
- Damage caused by residents to internal, external and communal walls, doors etc. through the use of personal equipment e.g. electric wheelchairs / buggies / bikes / prams. (Minor, cumulative damage to communal walls, e.g. dents and scratches, that occurs over a long period of time will be dealt with as part of cyclical decorating programmes. If, however, HomeFix need to carry out remedial works, we will charge you the associated cost.)
- Minor plaster cracks (including any damage caused by tenants during their own redecoration works)
- Fireplace tiles
- Wall tiles. We will charge for the cost of the call-out and any works required where it is obvious that a tenant's failure to maintain tiling has resulted in damage to the property.
- Floor coverings e.g. tiles, vinyls, laminates and carpets (except where floor tiles are known to contain asbestos).
- Sealant around baths, showers, sinks and wash-basins
- Decorative finishes (e.g. coving, dado and picture rails)



### EXTERNAL

- Gate furniture e.g. latches, handles and hinges (except in communal areas)
- Washing lines/posts (except in communal areas)
- Garden patios and paving (except paving in communal areas or where direct access to a property is affected)
- Non-boundary walls and fences

### **MISCELLANEOUS**

- Sweeping flues and chimneys (except where a chimney or flue is necessary for the main heating source)
- Ash pans
- Wooden sheds and structures
- TV aerials and satellite dishes (unless communal).

### GENERAL POINTS

- HomeFix will only carry out repairs to existing standard components (not bespoke) that were installed by us and which we have a responsibility to maintain.
- Tenants will be required to repay to us, in full, the cost of cleaning, or repairing any damage (including graffiti or any other form of vandalism) done to your home, which is caused by your neglect, wilful act or default or that of anyone living with you or your visitors.
- Tenants are required to report any problem that is our responsibility to Saxon Weald as soon as it becomes apparent. You will be responsible for any damage arising from a fault that you were aware of, or should have been aware of, but did not report to us.





### **INSURANCE**

As the owner of your property, we insure the building you live in. Buildings insurance covers the permanent parts of the building e.g. walls, doors, windows, roof, bathroom suite and fitted kitchen.

You are responsible for buying your own contents insurance, however, which should cover your belongings for theft and damage. This usually includes items such as electrical equipment and gadgets, clothing, furniture and upholstery – think about it as everything you would take with you if you moved.

Make sure your insurance also covers you for damage caused to other people's property - for example, if your washing machine overflows and causes damage to a neighbour's property, this would be your responsibility.

Please be aware that even if a problem is caused by something which we are responsible for repairing, any damage caused to your belongings would have to be claimed against your own contents insurance. For example, if there was a flood caused by a burst pipe, we would repair any damage to the structure of the building and you would have to claim on your own insurance for any water damage to your furniture, loss of water / increased water bill, etc.

If you need to make a claim against our buildings insurance, please contact <u>hello@saxonweald.com</u>

### Gas appliances

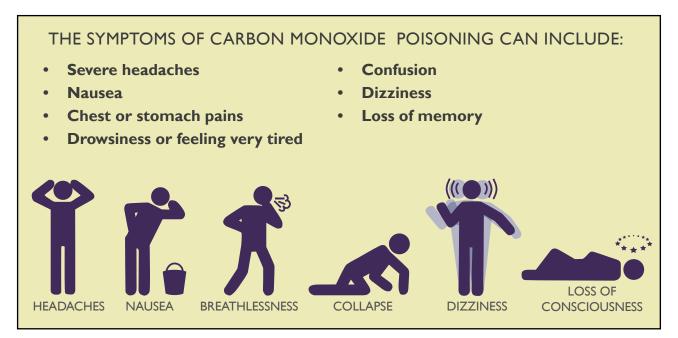
We are legally required to carry out annual inspections of all gas appliances and installations that we have put in your home. We will notify you when your annual inspection is due and agree an appointment. Please do respond when you get your notification as this is an important safety matter (see information on carbon monoxide overleaf).

You are responsible for ensuring your own gas appliances are properly maintained and safe to use. If we find something unsafe during our own checks, we may cap your gas supply and even condemn your appliance if necessary.



#### Advice on carbon monoxide

Carbon monoxide (CO) is a highly poisonous gas produced when carbon fuels don't burn completely. It has no taste, smell or colour and can kill without warning in a few hours. Gas, oil and solid fuels are safe to burn so long as the appliance is installed, maintained and used correctly.



If you suspect a CO leak or think you are suffering from CO poisoning, switch the appliance off, open windows and then get out into the fresh air immediately. If the symptoms are serious you should go straight to your doctor or emergency department.

### Protecting yourself from CO

- If an appliance has soot or staining on or around it, please report it.
- Check the flames in your appliance if they are orange or yellow instead of blue there may be a problem.
- Do not block ventilators, as these are needed to allow enough fresh air into the room. Similarly, do not block flues or chimneys.
- Do not install any gas, oil or solid fuel heating appliances without our written permission.
- Do not use portable LPG heaters.

We will carry out an annual safety check – please make sure you arrange access for us as a matter of priority when you get your appointment.



Some condensation in any home is normal and unavoidable, especially in kitchens and bathrooms. If left untreated, however, condensation can lead to mould growth and cause damage to our homes and belongings.

### Condensation and damp - what's the difference?

Condensation is caused by warm, moist air coming into contact with cold surfaces, such as windows and walls. Penetrating damp, which is much less common, is caused by moisture entering the home from an external source, such as leaking plumbing or moisture from the ground.

### Tackling condensation

- While damp is an issue that requires further investigation, there are some ways we can all reduce the impact of condensation in our homes:
- 1. Reducing moisture: Condensation is caused when warm damp air meets cold surfaces. Cutting down moisture levels in our homes can reduce this. When cooking, keep lids on saucepans where possible and close kitchen doors to stop steam from escaping. When taking a bath or a shower, keep the bathroom door closed and wipe down wet surfaces after use. Opening windows and using extractor fans, if you have them, can also help damp air escape.
- 2. Drying laundry: During the winter, we may be more likely to dry wet clothes inside and on radiators. Unfortunately, this can put moisture back into the air. If possible, hang washing outside to dry. If this is not possible, keeping a window open will help moisture escape.
- 3. Air circulation: A lack of ventilation can cause dampness and a musty smell in our homes. We can help air to circulate by keeping furniture away from walls, not blocking radiators or overfilling wardrobes and cupboards. Opening the windows for ten minutes each morning is also great to let in some fresh air. While it may be chilly, the fresh air will take less energy to heat up than the damp air in our homes.
- **4. Heating:** We understand that keeping the heating on is not always financially possible. However, maintaining a low temperature of at least 15°c can help reduce condensation in our homes.

Mould tip: if you notice small spots of mould in your home, wipe these away using a damp cloth as they appear. This will help to prevent it from spreading.

While some condensation is common and can be managed using the guidance above, excessive moisture in our homes can indicate a bigger issue, such as damp. If you are worried your home is experiencing damp, please get in touch and let us know by emailing <u>homefix@saxonweald.com</u> or calling **01403 226000**.



#### Making improvements

If you would like to make any improvements or alterations to your home, please contact us first as you must have our written permission. This includes changing the interior decoration. Please note that you will be responsible for returning the property to its original condition if you carry out alterations without consent.

### Adapting your home

As time goes by, you may want to make alterations to your home that allow you to live more safely and independently. We may be able to help with installing minor adaptations such as grab rails, lever taps and window winders. Please contact us to discuss your needs.

If you require a portable aid, such as a trolley or battery-operated bath seat, this is usually provided by your local health trust or can be purchased privately.

We are responsible for maintaining any adaptations we have fitted. Usually, we will also maintain adaptations which have been funded by the local council. We will not, however, maintain any items supplied and fitted by yourself or a private organisation. If you are arranging your own adaptation, you may wish to consider taking out your own breakdown insurance with the supplier.

### Planned maintenance

In addition to day-to-day repairs, we carry out programmes of work to keep our properties and estates in good condition. This includes work such as new heating systems, kitchen and bathroom modernisations, external painting, roofing work, window and door replacements and repairs to external brickwork.

If we are planning major work to your home, we will give you plenty of notice and explain fully what is involved.



### Living in a newly-built home

If you live in a property that has been built in the last year, it will be covered by a 12-month defect period. This is effectively a one-year warranty and means that problems caused by design, materials, workmanship or specification will be dealt with by the builder. This excludes faults and issues that arise as a result of tenant misuse, neglect, wilful acts or accidental damage. Please email <u>hello@saxonweald.com</u> to report any defects.

It is important with a new property that you allow it to 'settle' and dry out gently. This will usually take between 9 - 12 months. At the end of the defects period, we will carry out an inspection to check that everything is in order and agree any work needed.

### Drying out, cracks and shrinkage

Small cracks in the walls and gaps in joinery are both common signs of shrinkage. This happens when materials contract as they dry out. It's extremely unlikely that these cracks are anything significant and you can easily put them right with filler during routine decoration. It is wise to wait until the drying out process is complete before trying to fill and gaps, as they may continue to grow or new ones may appear.

To keep cracks and gaps to a minimum, you need to allow your home to dry out gradually and try to keep an even temperature throughout the property. Leaving your window vents open will help to air your home and allows moisture to evaporate more naturally.

### Efflorescence

The appearance of a white deposit on the wall (known as efflorescence) can also be an effect of the drying-out process. These white deposits are natural salts that come out of the wall materials and are quite normal. The salts are not harmful and usually disappear over time. Where they appear on internal walls, they can be brushed or wiped away.

### Decorating your home

Hopefully you will be happy with the wall colours in your new home, but if you want to decorate, then please wait until the drying out process is complete. Decorating at an early stage could be a waste of time, as shrinkage cracks may continue to appear. Remember, you must get our written permission before you begin any decorating.





Saxon Weald LandGAH | Tenants' guide | Page 17

### Your rent

Paying your rent is your most important responsibility as a tenant. You should pay your rent in advance, as set out in your tenancy agreement. You can check your balance at any time at <u>myLandGAH</u>. <u>com</u> or by texting 'balance' to 07860 024509 (this service only works if we have your mobile number on record).



### Rent charges

Rents are reviewed each year, with changes taking effect in early April. We will give you at least four weeks' notice of any changes.

### Rent payment cards

Around a week after you have signed your tenancy agreement, you will receive a rent payment card. Please keep it safe. Replacement cards can be ordered via your online account at mysaxonweald.com, by calling us on 01403 226000 or by emailing **rent.enquiries@saxonweald.com**.

### WAYS TO PAY

For security reasons, we do not accept cash payments at our office. However, there are many other ways you can pay your rent.

**Direct debit:** This is where you give your bank permission to pay your rent direct to us on your behalf. You can pay weekly or monthly on a range of different dates. You can set this up easily online at <u>myLandGAHcom</u>.

**Online:** Simply log in to your <u>myLandGAH.com</u> account or click on the 'pay now' button on our homepage at <u>www.saxonweald.com</u> and enter your details.

Internet banking: Internet payments should be made to Natwest Bank; sort code 60-11-17; account number 67088848. Make sure you quote your tenancy reference number and name to ensure your rent account is credited.

**Standing order:** You can instruct your bank to pay your rent automatically by standing order.

You can choose which day and how frequently to make the payment. Payments should be made to Natwest Bank; sort code 60-11-17; account number 67088848. Make sure you quote your tenancy reference number and name to ensure your rent account is credited.

**Phone payments:** During office hours, please call us on 01403 226000. When we are closed, you can call Allpay on 0844 5578321.

**Cheque:** Send a cheque made payable to Saxon Weald to Saxon Weald House, 38-42 Worthing Road, Horsham, West Sussex, RH12 1DT. Please remember to quote your tenancy number and address on the back of your cheque.

**Pay points**: You can make a payment at any post office or paypoint outlet. You will need your rent payment card.



### Benefits and debt advice

We offer free advice on your eligibility for benefits. Our advisers can make sure you are claiming the right benefits, and will help you if you are having trouble claiming or appealing against any benefit claims. You can contact our Money Matters team at <u>moneymatters@saxonweald.com</u>.

If you are in debt, there are a number of organisations offering free and confidential advice, including:

- Citizens Advice Bureau <u>www.adviceguide.org.uk</u>
- National Debtline <u>www.nationaldebtline.org</u>
- Christians Against Poverty <u>www.capuk.org/</u> <u>money-and-debt-advice</u>

### Having difficulty paying your rent?

If you are having difficulty paying your rent or think you are going to start having problems, please contact us straight away. We understand that there may be times when you have genuine circumstances which make paying your rent hard. We will listen to your problem and agree on how you can pay any overdue rent without causing too much hardship. Please contact income. recovery@saxonweald.com.

However, if you continually avoid paying your rent, or fail to keep to our agreement, or if you simply ignore the problem, we will start legal proceedings and you will be at serious risk of

### Planning your budget

Setting yourself a monthly budget can help you to manage your money – it's easy to lose track of how much you are spending unless you make a note of it. To draw up your budget, add together all of your expenditure and take it away from your total income. This will show you what you have left over.

You could use the table on the right to help you.

INCOME	
Wages / pension	
Benefits	
Other income	
TOTAL INCOME	
EXPENDITURE	
Rent	
Home contents	
insurance	
Council tax	
Gas / electricity and	
water	
Phone / mobile	
phone	
TV licence	
Loan repayments	
Food	
Travel	
Clothes	
Going out	
Other (e.g. toiletries,	
cigarettes, presents)	
TOTAL EXPENDITURE	

If your expenditure is more than your income, you need to think of ways to reduce it, or to increase your income.

### Council tax and other bills

You are responsible for paying your own council tax to your local authority. You are also responsible for paying your own utility, telephone and other domestic bills. If you live in retirement or extra care housing, your heating and water may be included in your rent – please check with your scheme manager as this varies from scheme to scheme. Please note if you receive universal credit, you will need to make a separate claim for council tax support.

To find more financial support and resources, please visit the Money Matters page on our website. You can also check your own eligibility for financial help through the benefit calculator: www.betteroffcalculator.co.uk.



## Living in your home

### Emergencies

If you need the fire and rescue service, police or an ambulance dial 999 immediately. Do not contact us first.

If your personal safety or the safety and wellbeing of others is at risk, you should dial 101 (999 in an emergency) and seek police assistance. The police will then have a record of the event, which they can share with us if necessary.

If you need to contact us in an emergency, please call 01403 226000 and you will be redirected to our out-of-hours service.

### Access to your home

We have the right to gain access to your home to inspect or repair the property. We will always try to give you notice or make an appointment. Always ask to see identification – all Saxon Weald staff and contractors should have ID with them. If you are not sure, please contact us for verification.

### Locks and keys

You are responsible for the keys to your home. We do not hold a spare set and will not pay for replacements if you lose them. If you lock yourself out and ask us to arrange a locksmith to let you back in, we will send you the bill. This also applies to any damage caused getting back in.

If a lock to an external door is broken as a result of daily wear and tear, or a genuine fault, it is our responsibility and we will either repair or replace it. At the end of your tenancy, you must ensure that all keys to your homes are handed in to us.

### Pets

If you live in a house or a flat with your own external front door: you can ask for permission to keep a pet. Apply online at <u>myLandGAH.com</u>. We will usually give permission for a reasonable number of pets that are suitable for the size of property.

If you have a pet, we expect you to look after them and make sure they don't cause a nuisance to other people or damage property. This includes preventing excessive dog barking and picking up and disposing of dog waste responsibly. If we receive complaints, we can withdraw our permission.

**If you live in a flat with a communal entrance:** you are not allowed to keep a dog (except registered assistance dogs) or cat under the terms of your tenancy agreement.

### We classify domestic pets as:

- Dogs (except those prohibited by the Dangerous Dogs Act 1991 or other law)
- Cats
- Song birds
- Fish
- Rabbits and small caged rodents
- Small, non-poisonous caged reptiles, amphibians or insects

You can apply online at <u>www.saxonweald.com</u>.







Saxon Weald LandGAH | Tenants' guide | Page 20

#### Gardens and hedges

If you have a garden, you are responsible for keeping it tidy. This includes maintaining trees, shrubs and hedges. Do not fill it with rubbish and unwanted household items as this creates a nuisance and spoils the look of your neighbourhood. Please contact us if you are having problems maintaining your garden.

We have the right to gain access to your home to inspect or repair the property. We will always try to give you notice or make an appointment. Always ask to see identification – all Saxon Weald staff and contractors should have ID with them. If you are not sure, please contact us for verification.

### Managing agents

You may live on an estate where some services, such as grounds maintenance or cleaning, are carried out by a managing agent rather than one of Saxon Weald's contractors. We will monitor their performance, but if you are unhappy with their services, please let us know.

### Running a business from home

You must get our written consent to run a business from your home. We don't normally object to work such as child minding, secretarial or administrative work. However, we would not usually allow you to do things that may cause a nuisance to your neighbours, such as car repairs, animal breeding / running kennels, or work that requires you to employ staff or use machinery.

If your work or business breaks planning laws, we will ask you to stop or change your business. If your business becomes a nuisance to those living near you, we will ask you either to take steps to prevent the nuisance or to stop or change the business. If you ignore this request, we will have to take action against you for breaking the terms and conditions of your tenancy agreement.

### Vermin

If you think you have rats, mice, wasps, cockroaches or other pests inside your home, it is your responsibility to deal with them at your own expense. You should contact your local council or a reputable pest controller for help.

Saxon Weald are responsible for getting rid of pests from our communal areas. If you discover a pest problem in a communal area, please contact us and we will arrange for a pest controller to visit.

### DIY

Please contact us before making any changes to your home as you must have our written permission. If you carry out work without our consent, or if you damage the property in any way, you are responsible for fixing the damage and putting the property back to its original state. Alternatively, we will carry out the work and charge you for it.



### Satellite dishes, television or radio aerials

You must gain our written permission and any relevant planning approval before installing any of these items of equipment. We have the right to refuse permission to erect satellite dishes and, in some cases, the local council will place a limit on the number of dishes that can be installed on one block of flats. Apply online at www.saxonweald.com.

### Antisocial behaviour

We want you to enjoy living in your home and neighbourhood without interference and disturbance from others. Unfortunately even in the safest of neighbourhoods, antisocial behaviour can occur.

Antisocial behaviour can include:

- Causing a nuisance or annoyance
- ✓ Assault, abuse or harassment
- Unreasonable noise
- Pets out of control

If you are experiencing antisocial behaviour

It's often best to approach the person causing the problem and explain calmly why their behaviour is upsetting you. They may not realise they are disturbing you. If the behaviour continues, or you don't feel able to talk to the person concerned, please contact us.

If your personal safety or the safety of others could be at risk, you should call 101 (or 999 in an emergency) and seek police assistance. The police will then have a record of the event which they can share with us if necessary.

### What is not considered antisocial behaviour

Some things may cause you annoyance, but cannot be dealt with by us as they do not constitute a breach of the tenancy agreement. These include:

- X General household noise e.g. washing machines or vacuum cleaners
- × Noise of children playing
- Parking in front of another tenant's home (unless blocking access or parking in an allocated bay)
- X Cooking smells
- × Social media comments
- X Children being nasty to each other at school
- X Smoking outside blocks

### How we deal with antisocial behaviour

We will always take the time to listen to your concerns and understand your personal circumstances. We will tell you if we think we can help and agree an action plan with you. This will include information on what we will do and how often we will contact you. We will work with other organisations, such as the police or environmental health, to help us deal with the issue as quickly and effectively as possible.

We will need you to help us take action by keeping records of the problems. In some circumstances, we may also need you to agree to be a witness





### Reporting noise nuisance

You should report noisy parties and other repeated or constant noise problems to the council's environmental health department. They have access to noise monitoring equipment and also have the legal power to confiscate the equipment responsible for making the noise. If you report a noise problem to the council, please let us know so we have a record of the situation.

### Your responsibilities

We expect you to treat other people with respect and keep to the conditions of your tenancy. You must take responsibility not only for yourself, but also for the members of your household and your visitors. You must not behave in any way that causes an annoyance, or is likely to cause harassment, alarm or distress in the community.

### Domestic abuse

Domestic abuse is defined as an incident or series of incidents of controlling, coercive, or threatening behaviour, violence, or abuse. No one deserves to be a victim of domestic abuse; however, it is unfortunately not uncommon.

Saxon Weald is a member of the Domestic Abuse Housing Alliance (DAHA) and we believe everyone has a right to feel safe in their home. We can help you by dealing with your disclosures of domestic abuse, quickly, effectively and sympathetically by a trained member of staff. We offer a non-judgemental and personcentred approach, where you are at the heart of any support and intervention put in place. Ensuring the safety of you and your family is our top priority, and we will be led by you on what you need to feel safe, whether that be extra locks, security lights or alternative housing.

Remember, if your personal safety or the safety of others is at risk, you should call 101 (or 999 in an emergency) and seek police assistance. Please also look at the domestic abuse pages on our website for more information: www.saxonweald.com/da.

#### Other organisations who can help include:

Worth Services (West Sussex) 0330 2228181 or 07834 968539 (weekends) Specialist Domestic Abuse Service

Women's Aid 0808 2000 247 helpline@womensaid.org.uk

Men's Advice Line 0808 801 0327 Advice and support for men experiencing domestic abuse and violence info@mensadviceline.org.uk

GALOP 0800 999 5428 24-hour support for the LGBT+ community

Samaritans 111 123 24-hour confidential and emotional support for anyone in a crisis

NSPCC 0808 800 5000

Child Line 0800 1111

Hourglass 0808 808 814 Providing support and information older people at risk of or experiencing abuse

Karma Nirvana 0800 5999 247 Support and advice for those at risk of so-called honour-based violence and forced marriage

Victim Support 0808 1689 111 For victims of crime whether they have reported it to the police or not



# Your neighbourhood

Our neighbourhood services cover a range of activities to support residents in creating a safe, well-maintained community.

### Neighbourhood visits

Our neighbourhood team check the communal areas on our estates periodically. In retirement and extra care housing, checks are carried out by the scheme manager. These visits help us to:

- Check the standard of our contractors' work
- · Identify health and safety issues
- Identify problems and report repairs
- Spot where we can make improvements

You can help us by reporting any problems you see in your neighbourhood, such as dumped rubbish or abandoned vehicles.

### Rubbish disposal

Please dispose of your rubbish carefully. If you have a shared bin store area, please only place rubbish in the bins provided and do not put extra items around the store. If we find dumped rubbish, we will investigate who it belongs to and charge them the cost of removal.

If you have a general enquiry about your rubbish collection service, please speak to your local council.

### Grounds maintenance

To keep our estates and schemes tidy, we have a planned programme of grounds maintenance which is carried out by a contractor. Routine maintenance takes place across all of our communal areas and includes tasks such as grass cutting, shrub bed and hedge maintenance, weed management, litter picking and bordering. You will receive a minimum of 26 visits a year.

The cost of work carried out is charged equally for everyone living in the area via their service charge. If you pay a charge and would like more information about the area it covers, or if you spot a problem with the grounds maintenance, please email <u>hello@saxonweald.com</u>.

It is worth noting that many grass verges are the responsibility of the local Highways team, so in some cases, we will refer you to your council.

### Cleaning

We carry out regular cleaning of communal areas and quarterly window cleaning in our retirement and extra care schemes. Residents pay for this through a service charge and should report any problems to their scheme manager or by emailing us at <u>hello@saxonweald.com</u>.

Residents who don't pay for contract cleaning are jointly responsible for cleaning any shared areas, such as stairwells and hallways. We monitor the cleanliness of these areas during our visits and will take action if we feel residents are not meeting their responsibilities. This includes imposing a basic cleaning service which residents would be required to pay for.

### Car parking

We know that where parking is limited it can be frustrating for residents, and ask that you park considerately

and do not block people's access. If severe problems arise, we will consult with residents about setting up parking control. This is where a parking contractor issues permits and patrols the area, issuing fines where appropriate. We will not usually get involved with parking disputes between individuals. If the parking problems are occurring on a public road, your local council may be able to assist.

You must not park any untaxed vehicle on our land. We will ask you to remove, or will remove ourselves, any vehicle from our property that is found to be either dumped, untaxed, causing a nuisance, obstruction or safety risk. We will charge the owner the cost of having the vehicle removed, stored or destroyed. If you spot an abandoned vehicle in your neighbourhood, please report it to the police via Operation Crackdown at <u>www.operationcrackdown.org</u>.

You will need our written consent to keep any of the following on our property: heavy goods, public service, trade or commercial vehicles, caravans, boats, trailers or similar items.

### Personal items in communal areas

Fire safety regulations mean that residents are not permitted to keep any items in communal areas, except a door mat. This means no plants, furniture, bikes, mobility scooters or pushchairs.

It may be inconvenient and you may think we are being petty, but our residents' safety has to be our first priority. Any obstruction to the common areas can hinder escape in the event of a fire, and can also provide fuel to a fire.

If we find items in shared areas, we may remove them without notice and charge you the cost of doing so.

### Garages

Garages are let under separate agreements to those of our homes. Garages must not be used for running businesses, storing hazardous or illegal materials, living in, storing rubbish and household waste or carrying out vehicle repairs (other than to your own vehicle).

To see availability in your area and current rents, please see our website

www.saxonweald.com/rent-a-garage

### Tree management

We manage thousands of trees on our communal land. Due to cost, we prioritise work to trees that pose an urgent or imminent health and safety risk or are found to be unsuitable for their environment. If you notice a tree on communal land that falls under this category, please contact us and we will arrange a survey with a qualified arborist.

If a tree is in your own garden, it is your responsibility to maintain it. We may be able to assist if it is a health and safety concern or is causing considerable nuisance and you do not have the means to manage it yourself. We will handle such instances on a case-by-case basis. If a tree in a neighbouring property is causing a problem, you will need to discuss it with the neighbour or relevant landowner.

#### **Environmental improvements**

Every year we set aside some money to make small improvements to our neighbourhoods, such as installing a bench, adding some planting, improving a drying area or contributing to play equipment. If you have an idea for something that would improve your neighbourhood, please email <u>hello@saxonweald.com</u>.

#### Who else can help?

You should contact your local council for queries concerning:

- Refuse collection and recycling
- Street cleaning
- Street lighting
- General tree concerns (those not on Saxon Weald land)
- Parking issues on public highways
- Grass verges not owned by Saxon Weald





# Making a complaint

" I have a

problem 🗤

You didn't do a good job 🏜

We take pride in providing good customer service, however, we know that occasionally things can go wrong. Here is some information on how to make a complaint and what you can expect from us. A copy of our full complaints policy is available on request.

### How to complain

Simply contact us telling us:

- what the problem is, giving details where possible, such as dates / names
- what you would like to see happen next
- how best to contact you

We ask that you bring any problems to our attention within eight weeks of the issue occurring.

### Our complaints procedure

All complaints will be handled quickly and fairly. We will consider and respond within 10 working days of receiving them. This is known as a stage one complaint. In the unlikely event that you are not happy with our response, we will escalate the issue to our customer experience team. They will investigate your complaint and respond within 10 working days of it being referred to them. This will be our final response to the issue. This is known as a stage two complaint.

### Still dissatisfied?

If you have been through our complaints process and are not satisfied, you have the right for your complaint to be considered by the Independent Housing Ombudsman. You can contact the Ombudsman at any time for impartial advice.

not

good enougł

### Housing Ombudsman Service PO Box 152, Liverpool L33 7WQ

Telephone: 0300 111 3000 Email: <u>info@housing-ombudsman.org.uk</u>

### Unacceptable behaviour by complainants

We reserve the right not to consider a case if the complainant acts in an unreasonable, rude or aggressive manner, or where the complaint is frivolous, or has already been closed.

### Help making your complaint

If you are not confident about communicating your complaint, you are entitled to have a friend, family member or other advocate act on your behalf. We will need your permission to share your information with this person.

There is also advice on making a complaint on the Housing Ombudsman's website <u>www.housing-ombudsman.org.uk</u>.



Saxon Weald LandGAH | Tenants' guide | Page 27

# Moving or ending a

### tenancy

### Moving

At some point, you may need or want to move home. Families may need more bedrooms, while empty-nesters may wish to downsize.

If you need to move, please contact us for guidance. Generally, if you are under 55 you will need to register with your local council. They will have certain conditions that you have to meet before they accept you on their list (for example, over-crowding or under-occupying in your current home). If you are over 55 and wish to move into our retirement properties, we may be able to help you. See our website <u>www.saxonweald.com</u> for more information on our developments.

### At the end of your fixed-term tenancy

We will contact you at least six months before your tenancy is due to end to confirm whether your tenancy will be renewed or not. The things we consider when reviewing your tenancy are:

- Breaches of tenancy, such as rent arrears or anti-social behaviour
- Eligibility for housing
- Financial circumstances
- Household make-up and whether you are under or over-occupying the property

If you meet the requirements for a new tenancy, we will offer you a new fixed-term tenancy.

If you are not offered a new tenancy, we will explain the reasons and offer advice to find alternative housing.

### Exchanging

Another way to move is

through a mutual exchange. This is where you swap your home with another of our tenants or a tenant of another housing association or local council. You need our written permission before you swap.

### Finding someone to swap with

We use an online system called Homeswapper, which is a register of all tenants in the UK who want to move. To join Homeswapper, go to <u>www.homeswapper.co.uk</u>. Saxon Weald will approve and pay for your registration as long as:

- You have been a tenant in your current property for more than 12 months
- You don't have rent arrears
- You don't have a history of antisocial behaviour

Please note: it is illegal to pay or receive money when swapping your home with another tenant.

When you find another tenant you want to swap with, find out as much as possible about the tenancy you would have and compare it with your own. Be sure to visit the property.

### Check:

- Is the property in good condition?
  How much is the rent?
  Is there a separate service charge?
  What kind of tenancy would you have?
  - Have they made any improvements and did they have permission?
  - Why do they want to move?





Saxon Weald LandGAH | Tenants' guide | Page 28



If your new home has had any improvements or alterations carried out by the previous tenants, you may be expected to maintain these. You may also be asked to sign a document called a 'disclaimer'. This will mean you agree to certain items being repaired or replaced to a different standard or even removed without replacement if they fail.

We will of course carry out day-to-day repairs that we are responsible for.

### Next steps to exchange

Please complete and return an 'application to exchange' form and a 'tenant privacy statement'. We cannot proceed with your move until we have received them. We will then let you know within six weeks if we agree to the exchange. This gives us time to visit your home and carry out all



necessary checks. This does not mean that your exchange has to be completed within this time.

We can refuse your exchange with good reason.



### Reasons for refusal could include:

- If you owe us rent
- If we don't think you will be able to afford the new rent
- If either tenant has been issued a Notice Seeking Possession or legal proceedings have begun against them
- If either property is too big or too small for either tenant
- If either property has an age criteria and the new tenant does not meet that criteria
- You have been in your current home for less than 12 months

We will contact you to discuss when you would like your move to take place, and will try to work within this (though we can't guarantee it). You will be given an appointment to sign your new agreement and make an advance payment for your new rent.

We will need to carry out a Landlord Gas Safety Record check on the day that a mutual exchange takes place. You must allow us access to do this and be aware that we will cap and condemn any appliances found to be unsafe. Where a failed appliance belongs to you (e.g. if it was left by the previous tenant), you will be responsible for either getting it fixed or replacing it, so please make sure you are happy with exactly what you are getting during your exchange.

#### Moving out

If you are moving or wish to give up your home, there are a number of things that you must do. This will help your move go more smoothly and will avoid the possibility of us charging you to put things right after you've left. It also means we can provide a better service to other people in housing need, by helping us to let your property quickly after you have moved out.

- 1. You must give us at least one month's notice in writing, telling us you want to end your tenancy and the date you are moving out.
- 2. Make sure your rent is paid up to date. Check your balance any time at <u>MyLandGAH.com</u> or text 'balance' to 07860 024509.
- 3. Make sure you clear out all of your belongings and leave your home clean, tidy and in good decorative order, in accordance with our standards (see pages 32-34). We let our empty properties in good condition and we believe that it is only fair that they are handed back to us in a similar condition when tenants move out.

Before you move out, we may carry out a basic inspection of your property. If we think that work is needed to bring the property up to standard, we will notify you and tell you what needs to be done. Once you have moved out we will carry out another, more detailed inspection. If we find that you have failed to meet your obligations or carry out the repairs required, we will charge you for the costs we incur in putting things right. Please be assured that we will not be unreasonable and will take into consideration the fair wear and tear of the property and its fixtures and fittings.

 It is your responsibility to take all meter readings and inform the relevant utility companies accordingly. You should also notify other relevant organisations of your move. For example, inform your telephone and insurance companies and your council's Council Tax department. Gas and electric keys/cards should be left in the property and accounts on credit meters should be in credit. We may charge you for outstanding debts on the meter. Do not take your key/card with you as you will not be able to use it in your new home.

- 2. If you receive benefits, you must contact your council's benefit department to tell them about your move. Your benefit will not be transferred automatically.
- Arrange for your mail to be redirected to your new address and pay any outstanding bills. We ask that you also give us your new address in case we need to contact you. This information will be treated as strictly confidential.
- 4. During the period leading up to you leaving, we may identify a new tenant for the property. In this case, we will try and arrange an accompanied viewing, whereby, with your permission, a staff member will show the prospective tenant around your property. This helps us to let the property as quickly as possible after you move out.
- 5. On leaving the property, make sure that all gas, electric and water supplies are switched off at the mains. Check that all doors, windows and gates are properly secured. Any smoke alarms or carbon monoxide monitors need to remain in place.
- 6. All keys belonging to the property must be handed in at our offices by midday on the Monday after your tenancy ends. If you live in retirement housing, keys should be handed in to your scheme manager. If you are late returning the keys, we will charge a further week's rent. Once you have given us the keys you will not be allowed back into the property.



# The acceptable standards for tenants ending their tenancy

It is your responsibility to ensure that all unwanted rubbish, furniture and other items that belong to you are removed. Please do not leave bagged rubbish by the bins as the refuse collectors will not remove it and you may be charged for its removal. You may also be charged if we have to make changes as a result of work you have carried out. The property should be left in the following condition:

### **Paintwork**

• All paintwork (e.g. walls, ceilings, doors and woodwork) should be in a clean and presentable condition, which means free from grime, dirt, grease and tobacco stains

### **Bathrooms and sanitary ware**

- All sanitary ware (for example, toilets, baths and washbasins) should be clean, free from grime or stains and in an acceptable state of repair, with no cracks or visible leaks
- All toilets should have clean and unbroken seats in place
- Baths and wash basins should both have a plug and chain
- All taps should be clean and in good working order
- Tiles around baths and washbasins should be clean
- Sealant around baths and basins should be clean and free from grime

### Kitchen sink, units and work surfaces

- The kitchen sink should be clean, free from grime and have a plug and chain fitted
- Taps should be clean and in good working order
- Units and worktops should be clear of food deposits, grime and grease
- Unit doors should be intact and in good working order
- Tiles should be clean and free from grease and grime
- If your washing machine hose is fitted to the sink waste please plug the waste to stop the sink unit being flooded
- Spaces where fridges and washing machines stand should be clean and free from dirt and dust
- Kitchens should be left with the same or a greater number of units and worktops than were originally provided.
- All kitchen units or worktops that have been removed by the tenant without our written consent should be replaced or reinstated
- If you intend to remove any fitted units and worktops, that you have installed with our consent, the original or similar units should be replaced or reinstated and we should be informed accordingly

### **Doors and door furniture**

- Doors must be re-fitted where they have been removed
- Where you have installed your own doors or door furniture they should either be left or replaced with the originals or suitable alternatives
- Doors and door frames should be in good repair and decorative order, with any holes filled
- Door furniture (knobs, handles, latches and locks) should be operational and in a good state of repair
- Doors should be able to open and shut freely and without obstruction

### Walls and plaster

- General cracks (over 5mm wide), holes or damage caused by the removal of fixtures and fittings should be filled
- Walls or other structures that have been altered or removed without our written consent must be reinstated

### Electrical switches, sockets and light pendants

- All switches, sockets and light pendants should be safe, in good working order, clean and free from dirt, grime and paint splashes
- Where you have installed your own switches, sockets, pendants or lighting these should either be left or replaced with safe and suitable alternatives
- Where you have carried out DIY work by installing your own electrical fittings, these fittings must be safe and conform to national safety standards



### **Gas appliances**

- Where installed, all gas appliances (including radiators) should be in a clean and useable condition
- If you have installed a gas appliance of your own (replacing one that was originally installed by us), and want to take it with you, ensure the original appliance or suitable alternative is put back in place before you move
- On leaving the property you should ensure that the boiler is switched off

### **Plumbing**

- Any plumbing works you have done should be safe, tidy and securely clipped, with no visible leaks
- The lagging jacket for the hot water cylinder should be securely fixed and in good condition
- The waste pipe from the kitchen sink and any washing machine outlet should be clear and flushed with an appropriate solution to ensure that it is free from grease and other items that may cause obstruction to the flow of waste water

### **Flooring**

- All floors should be clean and free from dirt and grease
- Where foam backed carpets have been removed, any rubber backing and dust should be removed from the surface
- Where there are vinyl tiles or similar coverings, these should be level and firmly stuck to the floor

All carpets and underlay should be removed unless you have agreed otherwise with the incoming tenants or with us

### Tiling

• Ceramic wall tiles should be clean and free from grease and grime. Broken or missing tiles should be replaced along with any regrouting that may be required

### Heating

• Heating appliances should be clean, with all controls intact and in good working order

### **Open fires**

• Open fireplaces and flues should be clear and free from obstruction (e.g. birds' nests)

### Lofts and cupboards

• Roof spaces, fitted wardrobes and storage cupboards must be cleared and free from rubbish or unwanted items

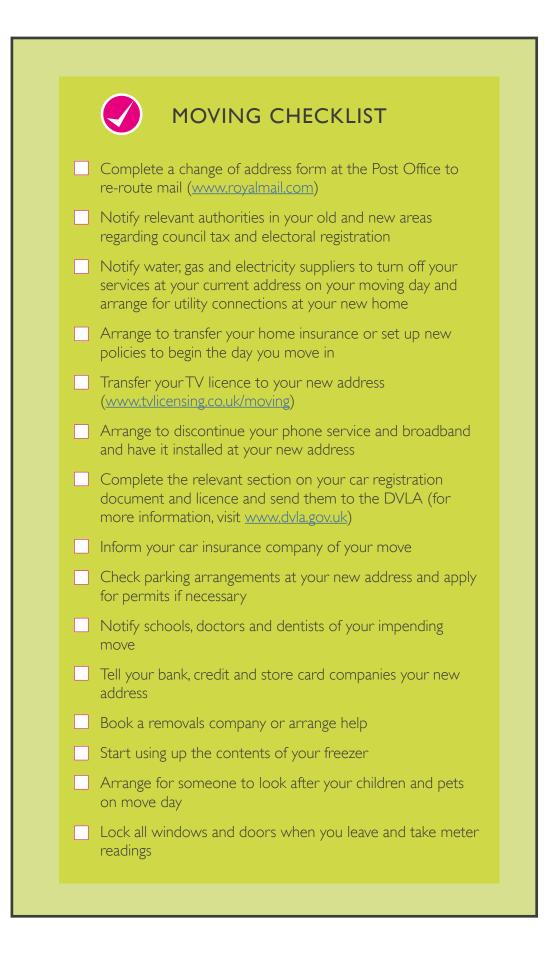
### Sheds, outhouses, garages and gardens

- All temporary structures (e.g. lean-tos or sheds) must be removed, unless we have agreed for it to stay.
- All sheds or external buildings must be clean and free of rubbish
- Gardens must be free from rubbish
- Boundary fences and hedges must be in good condition
- Paths will be clear and free from obstruction and slime patches
- Communal areas must be cleared of rubbish. Any items left in communal areas will be considered abandoned (unless we have agreed otherwise) and as such you will be re-charged for their removal
- Lawns, shrubs and plants need to be tidy and patios / decking must be in good condition.

### **Security**

- All external doors and frames should be secure and in good repair
- All windows should have working fasteners
- All glazing should be in good condition with no broken or cracked panes
- Windows should be able to open, shut and secure properly







# What to do if a tenant dies

This information aims to help you when dealing with the Saxon Weald tenancy of a person who has died. Please tell Saxon Weald as soon as possible after the death, so the necessary arrangements can be put in place.

### If someone still lives at the address

If there is still someone living at the home, it may be possible for them to take over the tenancy. This is known as succession. We will give the tenancy to a husband or wife, partner or any surviving joint tenants. We may also pass the tenancy on to close members of the deceased's family, as long as they have been living there for at least a year prior to the death. In some cases, we may ask a relative (but not a husband/wife) to move to alternative accommodation. This is usually where the property is larger than they need or where the home has been adapted for special needs. We will always deal with these cases as sensitively as we can. If you believe 'succession' applies to you, please discuss this with us.

### If the person who died lived alone

If the tenant lived alone, we serve a 'notice to quit' which brings the tenancy to an end after four weeks. We will ask to see the death certificate when available. If you need more time to sort things out, this can usually be arranged. You can clear the property and return the keys at any time during these four weeks, but rent is charged until the end of the tenancy. You need to return the keys to our offices



### Will rent have to be paid?

Rent must be paid until the end of the agreed notice period. When you tell us about the death, we will tell you how much rent is due. This should be paid from any funds in the deceased's estate. If there are no funds in the estate, we will not pursue any outstanding rent from the next of kin. The executor of the estate must inform us in writing if there are no funds available.

### Clearing the property

All belongings, including carpets and curtains, must be removed from the property. Please remember to check sheds, greenhouses and lofts for belongings. If you leave any belongings in the property when you give back the keys, we will dispose of them and charge the deceased's estate for the work. If you need help clearing the property, contact the local council's environmental health department as they may be able to collect any bulky or large items for a small charge. We may also be able to put you in touch with other local organisations who may be able to help you clear the property or who may take unwanted items for charity.

### Getting a death certificate

If the person died at home, the medical certificate stating the cause of death will be signed by their doctor. If they died in hospital, it will be signed by the certifying doctor. You must record the death officially by registering with the Registrar. You will need an appointment to do this. You can purchase death certificates at the same time; you will need these in dealing with the deceased's affairs. You can find your nearest Registrar at www.gro.gov.uk.

### How do I deal with benefits?

If the person who died was getting housing benefit, you must tell their local council's benefit department. You should note that council tax benefit, income support and housing benefit are all cancelled from the closest Monday to the date of death.

If the person who died was getting universal credit, you must inform the Department of Work and Pensions.

### Other people to tell

You should also inform:

- Your local council tax department
- Inland Revenue
- Passport office
- Driver and Vehicle Licensing Authority
- Services: electricity, water, gas, post office
- Benefits agency you might be entitled to claim an increase in retirement pension for widowers.

### 'Tell us Once'

'Tell us Once' is a service that lets you report a death to most government organisations in one go. When you register the death, the registrar will let you know if the service is available in your area. If so they will give you a phone number and unique reference number to use.

#### Bereavement counselling

To help you cope with your loss, you may find it helpful to talk to a bereavement counsellor. They can offer you advice, information and support. Cruse Bereavement Care is a charity that offers free advice for anyone who has been affected by a death. You can contact them on: 0844 477 9400 or email helpline@crusebereavementcare.org.uk.





### Data protection

Most of the information we hold is fairly obvious and in most cases we hold it because you, or others living with you, have given it to us. Under data protection legislation you have a right to see personal data held on you. There are certain exceptions to this right. In particular, we may not be required to give you access to personal data if this involves giving you information about another individual.

If you want to see the information we hold on you in our records, please contact:

The Data Protection Officer Saxon Weald 38-42 Worthing Road Horsham West Sussex RH12 1DT

Alternatively, you can email any queries to <u>dataprotection@saxonweald.com</u>.

We need to be careful that you are who you say you are and we will need information from you to check

### For more information

UK GDPR came into force in 2018.

For up to date information on what data we hold on you, as well as how we process it, please visit our website: www.saxonweald.com/privacy/

On our website you can also find our policies and guidelines, such as our Data Protection Policy.

The Government's Information Commissioner's Office (ICO) is responsible for enforcing Data Protection Legislation as well as providing information relating to how to handle and process personal data. Further details are available at: www.ico.org.uk.

your identity. If you find information that is wrong, you should tell us and we may correct it or put a note on the file stating that you dispute the information.

The easiest way to update the information we hold on you is via your account at MyLandGAH.com.





### About you

Please tell us about any changes to your personal contact details, including mobile phone numbers and email addresses. We use this information to send you updates on our services, such as reminders of repair appointments, so it's important that it is accurate. Please be assured that we keep your information secure and do not sell information to any third parties.

The easiest way to update the information we hold on you is via your account at **www.MyLandGAH.com** 





### Saxon Weald is charitable community benefit society (reg no. 7971) and is regulated by the regulator for social housing.

Information correct at November 2023

Saxon Weald Head office: Saxon Weald House, 38-42 Worthing Road, Horsham, West Sussex, RH12 IDT TEL: 01403 226000 | EMAIL: <u>hello@saxonweald.com</u> | WEB: <u>www.saxonweald.com</u>

