

# CONTENTS

## Part One AGAMEMNON HOUSING ASSOCIATION (AHA) AND ITS TENANTS

### Paragraph No.

Introduction	1
About the Association	2
The Offices	3
The Staff	4
Consultation with Tenants	5
Grievances	6
Exchanges	7

## Part Two YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT

Your tenancy	8
Variation of Tenancy	9
Security of Tenure	10
Eviction	11
MOVING Away	12
Right of Succession	13
Lodgers and Sub-Letting	14
Right to buy	15

## Part Three THE RENT AND OTHER CHARGES FOR YOUR HOME

Rent	16
How your rent is set	17
Service Charges	18
How to pay your rent	19
Rent aid and Rent Allowance	20 - 21
Council Tax	22 - 23

## Part Four REPAIRS AND MAINTENANCE

Responsibility	24
Decoration	25
How to get repairs done	26
Urgent Repairs	27
Water Service Charges	28
Electricity Charges	29
Access to your home	30

Part Five LIVING IN YOUR HOME

Insurance	31
Keys	32
Fraudulent Access	33
Some ways to avoid being robbed	34
Pets	35
Business in your home	36
Household Rubbish	37
Noise	38
Gardens	39

Part Six THE WARDEN AND COMMUNAL FACILITIES

The Warden	40
Cleanliness and care of Communal Facilities	41
Automatic Washing Machines	42
Guest Rooms	43

Part Seven FIRE INSTRUCTIONS

Precautions	44
If you discover a fire	45
Action in the event of a Fire	46

## **PART ONE**

### **AGAMEMNON HOUSING ASSOCIATED LIMITED (AHA) AND ITS TENANTS**

#### **1. INTRODUCTION**

This handbook contains information which will help you to enjoy living in and looking after your home. You will not need to read it all at once, but keep this information handy so you can refer to it when necessary. You have also been given a folder which contains general information on matters affecting Housing Associations and their Tenants. Please feel that you can discuss any problems affecting your home with the Association's Manager, Warden or any other member of the Staff.

#### **2. ABOUT THE ASSOCIATION**

Agamemnon Housing Association is a non profit making Housing Association registered with the Financial Services Authority under the Industrial and Provident Society Act 1965 with charitable status. It is also registered with the Housing Corporation, a Government agency which ensures that public money provided for housing is properly and wisely used. It also regulates the performance of all registered Social Landlords.

The Association aims to provide flats for rent to ladies and gentlemen aged 60 years or over at affordable rents with preference given to those who have served as ratings/other ranks in the Royal Navy/Royal Marines, QARNNS and former WRNS and /or their widow/widowers, who are in need of accommodation.

The Association is controlled by a Board of Management comprised of volunteers who are interested in the aims of the Association, decide its policies, and oversee the work of the Staff.

#### **3. THE OFFICES**

The Association's office is situated in Barham Block, HMS NELSON, Queen Street, Portsmouth, PO1 3HH (Telephone 023 9282 2021). The office is normally open from 8.30 am to 4.30pm Monday to Thursday and 8.30am to 4pm on Fridays. Management staff will usually be in the building at least once a week and arrangements to see them can be made via the Warden.

#### **4. THE STAFF**

The names of the Staff and information about their responsibilities are set out in a note in your folder.

## 5. CONSULTATION WITH TENANTS

The Association accepts responsibility to consult with Tenants on matters which might affect them, and tenants views will be taken into account. Where improvement work is planned, the Association will seek the approval of tenants by visiting them to explain. If a sufficient number of Tenants are affected, a meeting and display will be arranged. AHA will similarly consult Tenants over any new programme of maintenance or a major change in management practises.

## 6. GRIEVANCES

If you have a complaint regarding a matter arising within the building you should discuss it in the first instance with the Warden, and if he or she is unable to satisfy the complaint it should be referred to the Manager, preferably by letter, to the address shown in your Tenancy agreement.

For complaints regarding decisions or actions of the Association as a whole, you should write to the Manager, as above.

Matters referred to the Manager will, if appropriate, be discussed with the Board of Management before a reply is sent. If you are still not satisfied there are other courses of action open to you. Local Councillors, Citizen Advice Bureau or the Law Society will be able to advise you upon the most appropriate means of dealing with your problem. As a last resort there is recourse to the Housing Association Ombudsman who is empowered to deal with certain specified matters. Details of how to involve the Ombudsman are enclosed in your folder together with a form on which to give details of your complaint.

## 7. EXCHANGES/TRANSFERS

Exchanges of accommodation mutually arranged **between Tenants** of the Association may be approved, but with the provision that no cost or loss of rent **falls upon the Association.**

Transfers between Courts may be approved exceptionally if there are extenuating circumstances i.e. cost, health, by the Executive Committee, if there are extenuating circumstances (see above) subject to availability, and providing that no cost or loss of rent falls upon the Association.

Any application will be judged on its own merits.

## **PART TWO**

### **YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT OF THE AGAMEMNON HOUSING ASSOCIATION LTD**

The Housing Act 1996 gives you certain rights in connection with your tenancy. This Chapter explains some of them, as well as other rights and responsibilities.

#### **8. YOUR TENANCY**

Your copy of the Tenancy Agreement between yourself and AHA is enclosed in your folder, unless already given to you when commencing the tenancy. The Agreement is a comprehensive document and is self-explanatory, but should you require clarification of any matter dealt within the Tenancy Agreement do not hesitate to discuss it with the Warden/Manager.

#### **9. VARIATIONS OF TENANCY CONDITIONS**

The Procedures that the Association will follow should it consider it necessary to vary the conditions of the Tenancy Agreement are set out in your Agreement. Most changes, including changes to the type of services provided, would only become effective after consultation with yourself and other Tenants affected. The exceptions to this are changes in Rent (including Service Charge)

#### **10. SECURITY OF TENURE**

Tenants of AHA have security of Tenure and are Secure Tenants.

#### **11. EVICTION**

You cannot be evicted from your home without a Court Order. AHA's policy is to seek to evict only as a last resort, and then only for a serious breach of conditions of Tenancy.

#### **12. MOVING AWAY**

If you wish to end your Tenancy, you must give at least one months notice in writing to the Association. You are expected to leave the flat clean, empty and in a reasonable state of repair. Any broken fixtures or fittings must be repaired or replaced before you leave. You should also inform the Electricity Board that you are leaving so that they can read the meter and raise the appropriate charges against you. If you have a telephone fitted the appropriate company must also be informed. As tenancies always commence and end on a Friday, the keys of

the property must be delivered to the Association not later than mid-day or a further weeks rent will be due.

### 13. **THE RIGHT OF SUCCESSION**

The Association's policy is to allocate two person accommodation on a joint tenancy basis. This means that both partners have equal claim to the Tenancy and equal responsibilities. Should one party die or leave the property, the other 'succeeds' and becomes the sole tenant. There is no further right of 'succession'.

If your husband or wife has already died or if you were not married your partner, or if your husband/wife or partner is not living with you, the tenancy passes to any other member of the family who has been living with you for the previous twelve months. This is the law, applicable to all Secure Tenancies.

As a relative may 'succeed' to the Tenancy, although not being eligible to do so under the Association's rules, this right should be borne in mind by all Tenants before allowing a relative to reside with them, as such a 'succession' could deprive eligible and deserving people of accommodation.

This right of 'succession' only applies once; so that a member of the family has 'succeeded' there is no further right to 'succeed' by another member of the family.

In Sheltered Housing conditions with their shared facilities and limited living space, the Association would not expect other members of the family to be accommodated permanently in your flat.

### 14. **THE RIGHT TO TAKE IN A LODGER AND SUB-LET PART OF YOUR HOME.**

This is dealt with in the Tenancy Agreement, but **DO** remember that it is the Association's legal duty to make sure that your home is not over-crowded.

### 15. **THE RIGHT TO BUY**

Some Housing Association Tenants have the 'Right to Buy' the homes in which they live. AHA is a charity and Tenants of Charitable Associations do not have this right.

The present policy of AHA is not to sell or grant long leases on its properties, to do so would conflict with the Association's aims which are to provide decent accommodation to rent.

## **PART THREE**

### **THE RENT AND OTHER CHARGES FOR YOUR HOME**

#### **16. RENT**

The rent for your home has been set by following the advice of the Hampshire Fair Rent Officer who is a public employee totally independent of the Association. The amount of rent you pay is shown in your Rent Book.

#### **17. HOW YOUR RENT IS SET**

The Association has obtained an advisory figure for rent as mentioned in paragraph 16 above. The Tenancy Agreement allows for a revision of that figure annually and the Association will then consider if any increase is necessary by reference to the general cost of living indices published periodically by H M Government and The Housing Corporation guidelines. You have the right to appeal to a **Rent Assessment Tribunal** if you consider the Association is making excessive charges.

#### **18. SERVICE CHARGES**

If you have a Tenancy where extra services are provided by the Housing Association your rent will include a Service Charge which represents the value to you of those services. Services include items such as lighting and cleaning of communal areas and communal TV aerials. The amount of Service Charges will be shown in your rent Book and by notices to each court annually.

#### **19. HOW TO PAY YOUR RENT**

Your rent is payable on a Friday, **IN ADVANCE**. The rent is payable by Bankers Standing Order and can be payable either fortnightly or monthly **IN ADVANCE**.

#### **20. HELP WITH PAYING THE RENT – HOUSING BENEFIT**

You **may** be entitled to **HOUSING BENEFIT** to help with the payment of your rent. This is a Government scheme run by the local authority/Benefits Agency or Citizens Advice Bureaux. A leaflet explaining the scheme and an application form can be obtained from the local Council Offices. Enquiries are best directed to the Housing Benefit section of the Council's Housing department who will be happy to assist you fill in any forms.

The figures used in calculating Housing Benefits are normally reviewed every November so if you want to check if you are eligible for Benefit, do see that you have a current leaflet.

If you receive Supplementary Benefit this may already include assistance with your rent – details are available from the office paying your benefit.

## **21. DIFFICULTY IN PAYING YOUR RENT**

The first thing to do if you are having problems in paying your rent is to contact the Association. We will then be able to advise you about the possibility of obtaining benefits to which you may be entitled, or making other arrangements to help you. Please let us know if you have difficulties and we will do our best to help, but the Association is in no position to accept persistent arrears and you will be expected to make some mutually acceptable arrangements to clear any debt.

## **22. COUNCIL TAX**

Council Tax is the responsibility of each tenant and payable direct to the Local Authority demanding them. You are advised to seek information from the Local Authority about the most convenient method of payment.

## **23. REBATES**

If you are entitled to a Rent Allowance or Housing Benefit, you may also be entitled to assistance with your Council Tax. Leaflets describing the various allowances are available on request from the Local Authority/Benefits Agency or Citizens Advice Bureaux.

## **PART FOUR**

### **REPAIRS AND MAINTENANCE**

#### **24. WHOSE RESPONSIBILITY IS IT?**

The Rent you pay includes a contribution towards the cost of repairs and maintenance. The Tenancy Agreement sets out exactly which items the Association undertakes to look after and maintain. These include the structure and exterior of the building, drains, gutters and external pipes, plumbing systems, baths, basins and toilets, and the heating and hot water supply equipment.

If any of these items are damaged by you, your family, your guests or because you have misused them or not looked after them properly, then the Association will still carry out the repair but may charge you for it.

#### **25. DECORATION**

The association will decorate the communal parts of the building and the exterior, staircases, corridors and hallways, normally every five years or as necessary.

The Association will not normally decorate the inside of your home. You may decorate your home yourself, but do consult the Association first. We are willing to advise on types of decoration, materials etc., during consultation we will advise on the location of concealed wiring for electricity and alarm systems. The use of wallpaper is not permitted, however the use of wallpaper borders is allowed. The Association does not permit the use of laminate flooring, above ground level, or similar materials because of the noise factor.

#### **26. HOW TO GET REPAIRS DONE**

If the Association is responsible for the repair, inform us as soon as possible. The association cannot take any action until a defect is reported. In the first instance tell the Warden. In the absence of the Warden, the information should be passed to the Association's office during normal working hours.

#### **27. URGENT REPAIRS**

**WATER** If you have a burst pipe or blocked drains, or the water supply fails, inform the Warden, Maintainer or Association's Office (Telephone 023 9282 2021) straight away.

**ELECTRICITY** If the electricity fails or if you receive an electric shock from any fitting, turn off the electricity at the mains and inform the Warden, Maintainer, or Association's Office (Telephone 023 9282 2021) straight away.

## 28. **WATER AND SEWAGE CHARGES**

All water is supplied to the building through the Water Company meter. Sewage leaving the building cannot be measured but is deemed to be 92.5% of the water supply. Charges are levied by the Portsmouth Water Company and Southern Water Services for the supply of water and removal of wastewater.

These charges are then apportioned between all Tenants and are payable, in this case to the Association. It is in the interest of all Tenants to avoid unnecessary waste of water. These charges are in addition to your Rent and Service Charges.

## 29. **ELECTRICITY CHARGES**

There are many suppliers of electricity and the Association cannot dictate who your supplier should be but it would prefer all flats to be supplied by Southern Electric as this eases the administrative burden. If you do decide to change the supplier of your electricity you must supply the Association with:

**name of your new supplier, account number and date of change**

You are responsible for payment of electricity used in your flat and will normally be billed quarterly by the supplier and must make payment direct to them on demand.

The cost of electricity used in all communal parts of the building you live in is met from your Service Charge. However, the cost of that is taken into consideration by the Association when making rent assessments. It is in the interest of ALL Tenants to avoid unnecessary wastage of fuel in Communal areas.

## 30. **ACCESS**

Association staff may require access to your home from time-to-time to inspect the condition of the flat or to assess the need for repair and general maintenance. Normally 24 hours notice will be given, but in an emergency immediate access may be necessary.

## **PART FIVE**

### **LIVING IN YOUR HOME**

#### **31. INSURANCE**

Residents have the choice to decide whether or not to insure their belongings. Some decide not to do so, thinking that the risk is worth taking. However, fires, water leaks and thefts may occur, which could result in heavy personal losses. In such circumstances neither the Association nor any other Agency have any obligation to give financial assistance or compensation. You are, therefore urged to insure the contents of your home and your internal decoration against all contingencies.

Insurance does not have to be expensive and any reputable Insurance Company would be glad to give you a free quotation.

The Association's insurance covers ONLY the structure and the Association's fixtures and fittings in your home.

#### **32. KEYS**

Make sure that your spare key is kept in a safe place. It will be expensive for you if you have to break a window or force open your front door if you lose or forget your key. **WARNING** Because your keys are part of a **MASTER SUITE** it is not possible for a recognised locksmith to make replacements unless they have the authority of the Association. Hardware stores and High Street suppliers of keys are not able to obtain the necessary "blanks" - for good security reasons, so please do not label your keys with your name and address as this could give the finder unauthorised access to the building and your flat.

In the event of loss of your keys please inform the Warden immediately.

#### **33. FRAUDULENT ACCESS**

It is important that you are careful who you admit to your flat if you are unsure of their identity. AHA Staff will all be known to you and any changes in Staff will involve the Warden ensuring that you are aware of the identity of any new employee. Any outside contractor working for the Association will either have a letter of authority to carry out repairs in your home, be introduced by the Warden/Maintainer or a member of the Management Staff. Electricity, Water Board and Council employees all carry means of identification. Any person claiming to call on you on business should not be permitted to enter your home unless you are satisfied as to their identity.

There is a security camera incorporated in the door entry system which can be tuned into a spare channel on your television and allow you to see who is ringing your door bell before you decide to admit them.

#### **34. SOME WAYS TO AVOID BEING A VICTIM OF CRIME**

1. Never leave your home unoccupied without making sure that the windows are secured and the doors locked.
2. Don't invite thieves by having curtains drawn in the daytime or leaving notes for callers.
3. When you go on holiday, cancel the newspapers and milk deliveries etc. Please inform the Warden when you are going to be absent from the building overnight or longer. Inform the Warden, neighbour or Police of your holiday address.
4. Never leave cash or valuables around.
5. Lock up before you go to bed, making sure that the windows are secure, especially those on the ground floor or near drain pipes and flat roofs.

#### **35. PETS**

No dogs, cats or other animals are allowed (including visiting pets) apart from small cage birds. Guide Dogs for the Blind, Hearing Dogs and Dogs for those suffering from epilepsy are permitted.

#### **36. BUSINESS IN YOUR HOME**

It is a condition of your Tenancy Agreement that businesses should not be conducted in your home and you must not exhibit any sign or advertisement about business.

#### **37. HOUSEHOLD RUBBISH/RE-CYCLING**

The Local Authorities have been set targets by central Government to reduce the amount of waste going to landfill sites and have supplied all courts with recycling bins in order to achieve these targets. This is in your interest as it reduces your Council Tax bill and is environmentally friendly.

All moist rubbish and kitchen waste must be securely wrapped before being placed in the appropriate bin. If you do not do this, the building will become overrun with vermin and smell offensive.

All items for re-cycling except **GLASS** should be flattened wherever possible and placed in the appropriate bin. Glass should be placed in the containers provided and will be removed to a bottle bank by a member of staff.

If you have items of unwieldy rubbish for removal such as an old bed, fridge, freezer etc you should contact the Borough Engineers Department of the local Council, the Warden can advise on this.

### 38. **NOISE**

Noise from neighbours can be a real nuisance. It is therefore, important to make an effort to keep noise to a minimum, e.g. keep TV's, Music Centres, Record Players, Radios and Pianos away from party walls, keep the volume down, particularly late at night or early in the morning.

### 39. **GARDENS**

The Association will maintain gardens and fencing.

## **PART SIX**

### **THE WARDEN AND COMMUNAL FACILITIES**

#### **40. THE WARDEN**

The Warden's prime duty is the welfare of all the Tenants equally and to provide background support where necessary but encouraging independence at the same time. In the event of ill health or in an emergency, the Warden will call a Doctor, other professional help or summon relatives, whichever may be required.

The Warden is not expected to do shopping or undertake day to day care of Tenants, except in an absolute emergency, and then only until relatives, friends, or the appropriate Social Services Department can provide the help that is needed. The Warden will arrange for prescriptions to be collected/delivered if the resident is unable to collect them themselves, however residents can often help by doing minor tasks of this kind for each other. RESIDENTS CAN OFTEN HELP BY DOING EVERYDAY TASKS OF THIS KIND FOR EACH OTHER.

You will appreciate that the Warden must have adequate time to enjoy their own life, and whilst they will deal with emergencies at any time they are in the building, non-urgent matters should be reported on weekdays during normal working hours.

A relief Warden will not normally be appointed to cover absences of the Warden. When the Warden is off duty and away from the Court the Maintainer will provide cover during his normal working hours. Outside of these hours the Court is switched to the Chichester Community Careline who will take the same action as the Warden in the event of an emergency and summon relatives, Doctor or other professional help as required. Wherever possible absences by the Warden will be promulgated on the Notice Board, in advance.

#### **41. CLEANLINESS AND CARE OF COMMUNAL FACILITIES**

Communal areas are cleaned by the Association's staff, but you can help by respecting the communal furniture and effects, by generally keeping these areas neat and tidy.

#### **42. AUTOMATIC WASHING MACHINE**

A coin operated washing machine and tumble drier are provided for the use of residents and should be used in accordance with the instructions in the laundry area. The washing machine installed is designed to use automatic washing

powders only. If you use ordinary powders it is likely to clog up the Machine and involve the Association in costly repairs.

#### 43. **GUEST BEDROOM**

The Guestrooms may be used by a relative or close friend visiting for a short, occasional holiday. A small charge will be made for the use of this facility which contributes towards the running costs.

Priority will be given to requests when the room is required by a relative or close friend of a Tennant who is ill, and it may be necessary to ask a visitor to give up the room for this reason.

Bookings are made via the Warden. If you book the guest bedroom you will be expected to provide bed linen and towels, and to ensure the room is left clean and tidy on vacation.

## **PART SEVEN**

### **44. PRECAUTIONS**

Homes built by the Association have good fire prevention standards, but to avoid the risk of fire there are a number of things you should do.

Always close the door when leaving the room.

Never tamper with the self closing mechanism on any door, or wedge the door open. The closers have been fitted so that the fire – proof doors limit any fire to a small area, thus giving you time to escape. Report any damage to fire doors to the Warden immediately.

Never use a liquid fuel or gas fire, or one which has open elements.

Never wire more than one electrical appliance into one plug and do not use adaptors.

Do not run appliances from light fittings

Never run flex under floor coverings – you will not realise when the flex is frayed.

Do not use electric appliances in the bathroom, except where already fitted.

Always unplug the Television when not in use.

If you smoke:

Avoid smoking in bed

Make sure that your cigarette end or your pipe is extinguished when you finish smoking.

Check that there is no live ash in an armchair or sofa when you leave it.

45. **IN CASE OF FIRE**

If you discover a fire in the building the following action should be taken:

**Operate the nearest FIRE ALARM**

**Call the Fire Brigade on 999**

**YOU MUST NOT UNDER ANY CIRCUMSTANCES ENTER A LIFT**

46. Following advisory visits by the various local fire authorities the Association has a '**STAY PUT**' policy, which means that if there is a fire within the building you should stay in your flat until the Fire Brigade arrive, unless of course the fire is in your flat. The following is the procedure that should be followed and is a copy of the document provided with your Tenancy Agreement and other documentation affecting your tenancy.

## **ACTION IN THE EVENT OF A FIRE**

Following a visit by the local Fire Service Officer it has been recommended that in the event of a serious fire you remain in your flat until the Fire Brigade attend. On hearing the fire alarm the following action is to be taken:

- i. Check that the fire is not in ***your*** flat.
- ii. If it is, leave **immediately** closing all doors behind you.
- iii. Go to a safe place, either the car park or ground floor lounge.
- iv. Do **not** use the lift.
- v. Should you be unable to vacate your flat close all doors and wait near the window. Should smoke start to penetrate your flat then place a wet blanket or wet towel along the bottom of the door.

If the Warden/Maintainer is in the building when the Fire Alarm sounds they will assess the situation and keep you informed via the Warden Call System. If it is considered safe the alarm will be switched off and you may carry on with your normal activities. However if it is necessary for the Fire Brigade to attend the fire alarm will continue and you should take the action listed above.

**PLEASE REMEMBER THAT SAFETY IS EVERY ONES RESPONSIBILITY. IF YOU HAVE A FIRE IN YOUR FLAT AND ARE UNSURE WHAT TO DO - CLOSE ALL DOORS AND VACATE YOUR FLAT AND STAY OUT, CALL THE FIRE BRIGADE on 999, WAIT IN THE LOUNGE FOR THE FIRE BRIGADE TO ARRIVE.**

**ABOVE ALL KEEP CALM, REMAIN ALERT WHEN THE ALARM SOUNDS AND FOLLOW THE ACTION ABOVE.**