



eastbrooke
homes

Affordable Housing Tenant Handbook



Brought to you by:



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Customer Service



Eastleigh Borough Council is committed to providing excellent customer care to all its customers. Details of our customer charter can be found on our website.

View our Customer Charter

If you have any needs which affect how you can use or be involved in our services or how you would like to receive information, for example, translation, interpreters, Braille, audio tape, large print, or sign language, please get in touch with us on **02380 688 181** or email **residents@eastbrookehomes.co.uk**

We will treat any information you give us about your circumstances confidentially and sensitively. Please tell us if you have difficulties because we can arrange appropriate support for you.

Complaints

We take a proactive and positive approach to complaints, using them as valuable customer feedback and identifying areas for review or improvement. We are committed to resolving complaints effectively and within our defined targets.

If you are unhappy with a service, it's best to contact the person you have been dealing with to resolve the problem. This is called local resolution, and we can usually resolve mistakes and misunderstandings quickly and informally at this stage.

You can raise a formal complaint if you cannot resolve your complaint at the informal stage.

How to raise a stage one complaint

- Please complete our online complaints form to raise a formal complaint.

Complaints can also be made:

- Online through the eastbrooke homes customer portal
- By email to **customerservicecentre@eastleigh.gov.uk**
- By phoning 02380 680 000
- In writing to Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN
- Directly to an officer of the Council

We will acknowledge your complaint within five working days and provide you with a case number. We aim to investigate your complaint and respond within ten working days.

Stage two complaint

If you feel your complaint still needs to be resolved at stage one, you can escalate the complaint in the same way as making a stage one complaint. You will receive an acknowledgement within

five working days. Another council officer will investigate your complaint, and you will receive a final written response within twenty working days.

Housing Ombudsman

As a housing landlord, we are members of the Housing Ombudsman Service– an independent public body that impartially examines complaints within the social housing sector. It's free to use and decides on disputes between residents and member landlords.

If you have gone through all stages of our complaints process and remain dissatisfied with the response, or if you feel we have not handled your complaint in accordance with our policy at any stage, you can contact the Housing Ombudsman.

You can contact the Housing Ombudsman Service by:

- **Completing an online complaint form**
- Telephoning 0300 111 3000
- Emailing info@housing-ombudsman.org.uk
- Writing to Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET

More information about the Housing Ombudsman Service and the Complaint Handling Code can be found [here](#).

Your Local Councillor

If you would like to contact your local councillor, their details are available [here](#).

Data protection

We keep records about our customers, including personal and sensitive information. Information about the types of data we hold, why we have it, and your rights to access it can be found on our website, [General Data Protection Regulations](#).

Freedom of information

The Freedom of Information Act 2000 provides public access to information held by public authorities. You can only obtain information that would be given to anybody who asked for it or is suitable for the public to see. More information can be found on our website: [Freedom of Information](#).

Privacy notice

We are committed to protecting and respecting the privacy of your data. We must let you know how and why the personal information you provided is used.

It is mainly used to enable us to manage your tenancy, which will include, for example, carrying out repairs to your home and recording rent payments. Your information may also be used for the following purposes:

- **Equality monitoring** - We aim to treat everyone fairly and equally. Any information you provide will help us monitor service delivery effectively and make improvements.
- **Exceptional circumstances** - The law allows us to share some information with third parties, even if we do not have consent. This includes a life-or-death situation or safeguarding the welfare of vulnerable children or adults.
- **Prevention and detection of crime, including fraud** - We may use the information you have provided to prevent and detect fraud and will share it with others.
- **Other council departments** - Sometimes, information is shared with different parts of the Council. For example, it may be given to Electoral Registration Services and Council Tax and Benefits.
- **Other partner organisations** - Information may be shared with organisations that provide services on behalf of the Council, such as contractors who carry out repairs to your home.

If you want to know more about the rights that you have under Data Protection laws, please see our **website**.

Your tenancy



Your introductory tenancy

You will be given an introductory tenancy unless you are an existing secure or assured tenant with Eastleigh Borough Council, another local authority or another social landlord.

An introductory tenancy usually lasts 12 months, and you will automatically become a secure tenant. However, if you have breached the terms of your tenancy during this period, we can:

- Serve a Notice to you to extend the introductory period; and/or
- Serve a Notice Requiring Possession on you; and
- Start court proceedings against you

Should you continue to breach your tenancy conditions and we take you to court, the judge will have no discretion but to grant us possession of your home.

You may not subsequently be eligible for re-housing by us or any other registered social landlord.

An introductory tenant has fewer rights than a secure tenant. They do not have the right to:

- Mutual exchange
- Right to buy – although time as an introductory tenant does count towards the discount •
 - Take in lodgers
- Improve their home
- Vote in a stock transfer

Your secure tenancy

You will be given a secure tenancy if you are an existing tenant of Eastleigh Borough Council, another local authority or an assured tenant of another social landlord.

Your tenancy conditions

Your tenancy conditions are a legal contract between you, the tenant, and us, your landlord, and set out the rights and responsibilities of both parties. Please refer to the original tenancy conditions issued when you signed up for your tenancy and any subsequent revisions that may have been issued to you.

Possession action

We can take action against you if any of the tenancy conditions have been breached. If we intend to take possession proceedings against you for breaching your tenancy conditions, we must serve you with a notice in statutory form. The Notice will be served on you in person, leaving it at your property or last known address, or sent by first class or registered post.

We must explain the reasons for our actions, and you will usually have four weeks to correct the situation. We will monitor the situation and offer you the appropriate advice during this period.

If the situation is resolved, we will not take any further action against you. However, the Notice is valid for a year, and we can take action against you at any time over the following twelve months if you do not comply with your tenancy conditions.

If we take you to court, the judge will decide whether giving us possession of your home is reasonable. If the judge gives us possession of your home and you do not leave by the required date, we will seek a warrant to evict you. The judge will decide if our request is reasonable, and if so, we will instruct a bailiff to evict you.

You have the right to defend your actions in court, either personally or through a representative. We strongly advise you to seek independent legal advice from a solicitor or Citizens Advice. You can contact the Eastleigh CAB for free by calling 0808 278 7862. More information is available on their **website**.

Can we change the tenancy conditions?

We can change your tenancy conditions, but we will give you Notice of this and consult you on the proposed changes.

You will receive a Preliminary Notice explaining the changes and inviting you to comment by a particular date. We will consider your comments and send you a Notice of Variation, which will set out the changes at least four weeks before the new tenancy conditions come into force.

You may give us notice to end your tenancy if you do not want to accept the changes.

Your rights as a tenant

As a secure council tenant, you have several important rights. Some of these rights do not apply to introductory tenants. See **page 9** for further details.

Contact us for more information on the following tenancy rights.

Right to buy

Most secure tenants have the right to buy their council home under Part V of the Housing Act 1985.

Your property will be valued at the market price, and you will have to make your financial arrangements to buy it. Depending on how long you have been a tenant, you are entitled to a discount when you buy your home.

Some homes do not qualify under the right to buy.

Right of succession

When a secure tenant dies, the tenancy may be passed on. This is called a succession, and only one succession is allowed. Therefore, if you have succeeded in the tenancy, it cannot be passed on to another family member when you die.

You can succeed in a tenancy if you are a spouse or partner.

Right of assignment

You may assign or pass on your tenancy to someone else if you:

- Are the sole tenant, you have not succeeded to the tenancy and can assign it to a qualifying successor
- Obtain a property transfer order through the court
- Exchange with another tenant

You have the statutory right to exchange your home with tenants of other local authorities or registered social landlords. Before exchanging properties, you will need approval from the Council and the landlord of the property you plan to exchange with. More information on exchanging homes can be found on **page 55**.

Right to take in lodgers and sub-let

You can take in lodgers, but you should contact the eastbrooke homes team first for permission. It would help if you did not allow your property to become overcrowded.

You may be able to sub-let part of your home, but you will need our permission first. If you sub-let your entire home, you will lose your security of tenure. If this happens, we will apply for possession of your home.

If you receive Housing Benefit or Universal Credit and you take in a lodger or sublet your home, you must notify the appropriate benefits team and also Council Tax.

Right to manage

Tenants have the collective right to transfer the management of an estate or group of homes to a Tenant Management Organisation (TMO). TMOs are formed when conditions are met and you vote to favour the arrangement. This is known as the right to manage.

Right to consultation

Under the Housing Act 1985, we are obliged to inform and consult you on housing management and maintenance functions and any proposals to improve your estate. We must also allow you to comment before making significant policy changes or modernisation programmes. How the consultation is carried out will depend upon the number of tenants directly affected.

Right to information

We will publish an annual housing report which provides information on how we perform in key service areas for all our tenants.

Right to repair

You can get certain urgent repairs that affect your health, safety, or security done quickly at no cost. Suppose the Right to Repair covers the repair, and we do not complete the repairs on time. In that case, you may ask for an alternative contractor to be appointed. You may be entitled to compensation if the alternative contractor fails to complete on time. See **page 37** for more details on repairs.

Right to carry out improvements

You may carry out improvements to your property, subject to gaining all necessary approvals. See **page 20** for advice on how to get permission for improvements.

Right to compensation for improvements

You may be able to receive compensation from the Council for improvements you have made to your home when you end your tenancy. This is subject to you having gained all the necessary approvals at the time. See **page 20** for details of specified improvements and for more information about applying for compensation.

Can someone else join my tenancy?

We will not add another person to your tenancy, so if you have a sole tenancy we won't make it a joint tenancy after it's commenced. Spouses and partners have rights under the Matrimonial Causes Act 1973 and the Family Law Act 1996 if you die or your relationship breaks down. Contact us for further advice or seek your independent legal advice. Your tenancy agreement details the persons permitted to reside with you at your home. If your household size changes, please let us know so we can discuss this with you and if appropriate, provide you with the required permission.

New tenant visits

We will visit you in the first six weeks of your tenancy to check you have settled into your new home and to discuss any issues you may have.

If you are an introductory tenant, you will be revisited around nine months into your tenancy. We will check that you comply with your tenancy conditions and decide if you will become a secure tenant at the end of the introductory period.

Tenancy support

We can help with a range of matters, including:

- Dealing with debt
- Applying for benefits
- Budgeting and money management

- Getting food and other essentials if you are in crisis
- Setting up utility providers and settling into a new home
- Reducing loneliness and isolation
- Accessing services to improve physical and/or mental wellbeing
- Support with hoarding and keeping your home in a reasonable condition

Please get in touch with us if you feel you would benefit from tenancy support; we're here to help.

Death of a tenant

You should contact us as soon as possible after a tenants death and provide us with a copy of the death certificate. Depending on the tenancy circumstances, we will advise you on what steps you need to take. You should also inform the Housing Benefits section or Universal Credit if the tenant received either of these benefits, as entitlement ceases on death.

Joint tenancy

If the deceased was a joint tenant, their spouse or partner may have the right to succeed to the tenancy.

Sole tenancy

If the deceased was the only occupier of the property then the tenancy will need to be terminated by their representative. Four weeks' written Notice is required to terminate the tenancy, and a copy of the tenant's death certificate must also be provided. See **page 53** for more information on how to terminate a tenancy.

If others lived at the property when the tenants died, they should contact us for advice on their housing options.

See **page 11** for information on the right of succession.

Nuisance and anti-social behaviour

Your tenancy conditions state you have agreed to ensure you, family members, and other residents or visitors to your property do not cause a nuisance and annoyance to neighbours or other community residents.

We encourage everyone to give due consideration to all their neighbours.

If possible, we will try to resolve nuisance problems without taking court action. Even when legal action is taken, we will continue to talk to the people involved and try to get them to agree to change their behaviour or settle a dispute.

Neighbour disputes

Disputes with neighbours are often caused by misunderstandings, which can be sorted out by talking to each other and reaching a compromise.

If you are experiencing a problem with a neighbour, your first step should be approaching them yourself. If this fails to resolve the issue, you could also write to your neighbour, explaining how their actions affect you and politely asking them to change.

If the problem continues, you should contact us. We will discuss how best to manage the situation and may ask you to complete log sheets. Log sheets can be used as evidence in court, so you should note all incidents and relevant information.

Harassment

Harassment is interpreted as any incident where the victim or any other person perceives the incident to be harassment.

If you experience or witness harassment, call the Police and contact us. We will treat these matters confidently and take no action without your consent.

It is a criminal offence to harass someone deliberately, and you will also be breaching your tenancy conditions.

Drugs

We take a robust approach to drug abuse and work closely with the Police to tackle the use and selling of illegal drugs. Involvement with illegal drugs could lead to you losing your home.

You should contact the Police and us if you suspect there are drug abuse problems in your neighbourhood.

If you find discarded syringes, please get in touch with the Council's Customer Services team or report **online at Discarded syringes and needles**.

We will arrange for them to be collected and disposed of safely. Never handle a discarded syringe, as it is dangerous.

Vandalism and graffiti

Anyone who vandalises or creates graffiti on our property risks losing their home.

If you witness vandalism or graffiti, contact us and the Police. We will take action against those responsible.

Noise nuisance

Noise can cause problems depending on how loud it is, how long it lasts, how often it occurs, when it happens, and whether it is high or low-pitched. We all make noise that affects others, and much of it can be avoided.

If you were provided with a noise dampening mat when you moved in, please ensure this is placed under your washing machine on installation as this helps to reduce noise transmission.

Please be considerate to your neighbours. Consider whether your noise could cause a nuisance and how you can reduce the impact. Simple measures such as closing doors and windows can significantly reduce noise levels.

101 service

The 101 Service is Hampshire Constabulary's 24-hour non-emergency number for reporting anti-social behaviour or a crime that doesn't need an urgent response. If you need an immediate police response, you should always dial 999.

What can we do to help?

Generally, we only become involved in neighbour disputes if there is a serious nuisance and a clear breach of tenancy conditions. You should resolve disputes with your neighbour and only contact us if this has not worked or you feel threatened.

We can only take enforcement action if there is evidence of persistent nuisance or harassment.

We involve the Police there has been a criminal offence or violence, and we also involve Social Workers from Hampshire County Council if children or vulnerable adults are involved.

We will always advise you if we will contact another party, but we will not reveal your identity if requested.

Domestic abuse

All forms of domestic abuse are not acceptable in any situation. Domestic abuse can include, but is not limited to:

- Coercive control - a pattern of intimidation, degradation, isolation and control with the use or threat of physical or sexual violence
- Psychological and/or emotional abuse
- Financial or economic abuse
- Harassment and stalking
- Online or digital abuse

Suppose you're experiencing domestic abuse and feel frightened of or controlled by a partner, an ex-partner or a family member. In that case, it's important to remember that it's not your fault, and there is no shame in seeking help.

Contact us if you are experiencing domestic abuse or know someone who is. All reports will be taken seriously and will be dealt with in confidence. More information about domestic abuse and how to get help is available at **Domestic Abuse**.

Your home



As a tenant, you are responsible for several things within your home, including any outside space or garden area that forms part of your tenancy. Contact us if you need more information.

Gas and electric ovens & hobs

You are responsible for providing your cooker. You must use a qualified electrician to install an electric cooker and a GAS Safe registered gas engineer to install a gas cooker.

You are also responsible for the maintenance of your cooker.

Electrical equipment

We are responsible for maintaining the electrical equipment we install, provided the defect is due to fair wear and tear.

We are not responsible for damage or replacements caused by faulty installation or repair, faulty equipment, or misuse.

Restricted work

Any work on the gas supply system or appliances (if applicable), such as a gas cooker, in your home, must be carried out by a GAS Safe registered engineer. You must contact us first for permission, obtain a landlord/ homeowner gas safety record, and send a copy to us.

Any work on your home's electrical wiring system must be carried out by a NICEIC-approved electrician. You must contact us for permission, obtain a relevant completion certificate, and send us a copy.

Contents insurance

You are responsible for your furniture, carpets, internal decoration and personal possessions. We strongly advise you to obtain insurance for all risks, including fire, flood, frost damage and other hazards.

You are responsible for your belongings and any damage to the property until your tenancy legally ends, even if you have already vacated the property.

If you live in a block of flats, you are responsible for any potential damage caused within your flat and to neighbouring properties. For example, suppose you had a leak from a washing machine, and the water ran through into the property below. In that case, you are responsible for all repairs.

There are many policies available in the insurance market. We are unable to recommend any specific insurer or insurance scheme. Insurance is not expensive when compared to the cost of replacing your household contents.

Claims against the council

We will submit any claims you make against us to our insurers, who will assess them and make a final decision. You must submit your claim in writing with complete details about the incident, damage, and costs involved. We are unable to comment on any claim still being investigated.

Storage of items

You cannot store your possessions in non-habitable spaces like the loft, stairs case landings and lift foyers. The stair cases and foyers must be kept clear at all times, to ensure compliance with fire regulations and safe means of escape. The loft space must be kept clear so we can inspect and maintain it when necessary and lay adequate insulation.

Gardens

If your property has an allocated garden, you are responsible for maintaining it. Not all of our properties have separate garden areas. Some may have access to shared communal gardens, and how these are maintained and used is explained on **page 27**.

If your property has a separate garden, you will be responsible for maintaining everything growing on and within its boundary. This includes any boundary hedges, flower beds, trees, shrubs, and lawns, whether or not you planted them. It also includes any hard landscaping, fences, sheds, and other permanent features you have installed.

You should carefully choose plants, trees and hedges and properly manage them so they do not encroach into your neighbours' gardens or public footpaths. Before trimming any hedges or trees on the boundary, please talk to your neighbours, as it may affect their security and privacy. We would discourage you from removing trees and hedges unless they are dead or diseased. If you are concerned that a tree may be diseased, dangerous, overgrown, or interfering with your home, please get in touch with us so we can arrange for it to be inspected. The Council will arrange for any urgent work to be carried out.

Rubbish in gardens

Rubbish must not be dumped or stored in your garden. It is an eyesore for your neighbours and may also attract vermin, a health risk. See **page 28** for advice on how to clear bulky items of rubbish.

You will breach your tenancy conditions if you do not keep your garden to a reasonable standard. We will talk to you about improving the situation. If you fail to do the required work, we will serve you with a Notice Seeking (or Requiring) Possession. This is the first stage of legal action, which could result in you losing your home.

Help to manage your garden

You are responsible for managing your garden, including all trees, shrubs, and hedges. For advice on how to manage trees, see the **page 27**.

We provide a gardening support scheme for older and/or disabled residents. More information is available on the **Council website**.

You may be able to apply to move house if your garden is becoming a burden.

Requesting permission from us

You must seek permission from us in the following circumstances. Failure to do so may affect your tenancy.

- Carrying out home improvements and alterations
- Getting a pet
- Running a business from your home
- Installing a television aerial
- Installing aids and adaptations

Home improvements and alterations

If you would like to alter or improve your property or garden in any way, you must apply in writing. Proper plans will need to be drawn up by a builder or architect if the work involves altering the structure of the building.

Examples of alterations or improvements include:

- Modifications to the structure, such as removing an internal wall
- Improvements such as replacing the kitchen units and bathroom suite, installing a shower or erecting a conservatory
- Installing laminate flooring
- Erecting a shed or garage
- Erecting or replacing fencing
- Installing a hard-standing and/or dropped kerb
- Removal of trees – Tree Preservation Orders protect some trees
- Erecting a satellite dish and/or tv aerial

At the end of your tenancy, you must remove any structures or improvements where we have not permitted them to remain. We may charge you for removing them if you do not do this.

Pets

We will consider requests for you to keep dogs, cats and small caged and tanked pets and will make a decision based on the following:

- Type of property
- Size of the property and garden
- Number of pets and nature and size of pets

If permission is given, you will be responsible for ensuring your pet does not cause a nuisance. We can withdraw permission for you to keep a pet if it causes a nuisance or annoyance to your neighbours, and you will be expected to find a new home for your pet immediately.

Running a business

You may request permission to run a business from your home. We will need full details about the nature of the business and the hours you will work. We will consider your request carefully and assess the likely impact on your neighbours.

You may need planning permission to run a business from your home.

Television aerials

If you live in a block of flats with a communal aerial system, you can receive a digital television service. You will pay a small weekly charge for this service.

You may need to provide your own TV aerial if you live in a house, maisonette or bungalow.

If you would like to erect an outside aerial or satellite dish, you must request permission from us; otherwise, you may be asked to remove it.

You may also need planning permission.

Aids and adaptations

We provide adaptations to help tenants to live as independently as possible. Considering your needs and the property's suitability, adaptations should be both necessary and reasonably practical.

We can provide simple adaptations to prevent slips, trips and falls, including:

- Grab rails and banisters
- Short runs of essential external rails
- Lever taps
- Essential raised sockets
- Easier to operate fixtures, for example, light switches, cupboard handles
- Internal thresholds
- Intercoms (if unable to answer the front door)

For more information, please get in touch with us.

Requests for complex adaptations and equipment must be referred through OT Direct, and an Occupational Therapist will assess you. Contact OT Direct on 0300 555 1378 for more information.

More expensive work will be subject to a financial means test, and you may be asked to contribute to the overall cost.

Once the work is approved, we will appoint a suitably qualified contractor. The timescale for completing the job depends on its complexity, cost, and contractor availability.

Please refer to **page 24** for advice on mobility scooters.

Your neighbourhood



We undertake regular inspections in and around our blocks of flats to ensure the communal areas are safe and clean. The duties we undertake include:

- Health & Safety inspections and repairs reporting

- Speaking to residents who leave items in communal areas
- Checking bin areas to make sure rubbish is being disposed of properly
- Making sure that cars are being parked considerately
- Reporting environmental problems such as fly-tipping and vandalism
- Monitoring the standard of cleaning and grounds maintenance

Cleaning

We monitor the cleaning of the communal areas in all blocks of flats.

Your block will also receive a more intensive clean every six months, which includes glazing to communal areas. The details and summary of what work you can expect are noted on the sheets on the notice board in your block.

Managing communal areas

Communal flat areas should always be clear of any rubbish and personal belongings to ensure staff and contractors can work in these areas unhindered. Corridors and landings are also important escape routes, so they should be kept clear in case of emergency.

Mobility scooters

Mobility scooters must not be stored or charged in communal areas or blocks of flats. If you live in a flat and are considering obtaining a mobility scooter, please get in touch with us beforehand to apply for permission and discuss the options available for storing and charging it.

E-bike & e-scooters

We do not permit the charging of e-bikes and e-scooters in communal areas of flats. These items must be charged in your home, or an area specifically designated by us. Advice on how you can keep your home safe when charging your e-bike or e-scooter can be found **here** and in **this video**.

Fire safety

Minimising the risk of fire within your home and if you live in a flat, in a communal area is everyone's responsibility. We regularly inspect communal areas of blocks of flats to identify and deal with anything that may present a fire risk. We carry out regular Fire Risk Assessments in blocks of flats to assess whether communal areas meet the requirements of fire safety law. Residents are also responsible for taking steps to minimise fire risk. Still, you also need to know what to do in a fire.

Ways to stay safe within your home

Your home has smoke detectors. We recommend that you test them at least once a week and, if necessary report any issues to us.

In the kitchen:

- Don't leave cooking unattended.
- Make sure you switch off the oven or hob when you have finished cooking.
- Spark devices are safer than matches or lighters to light gas cookers.
- Keep electrical leads, tea towels and clothes away from the oven and hob.
- Take care when wearing loose clothing; it can easily catch fire.
- If using candles in your home:
 - ◊ Place them on heat-resistant surfaces; tea-lights can melt plastic, such as TVs and baths.
 - ◊ Place them away from materials that could catch fire, such as curtains, clothing, furniture and hair.
 - ◊ Keep out of reach of pets and children.
 - ◊ Never leave candles or tea lights unattended; always extinguish them when leaving the room or going to bed.
- Do not remove internal walls within your home or carry out any other structural work. We must agree upon any alterations in advance.
- Make sure all equipment and appliances are in good working order. Before you use second-hand electrical appliances, make sure they are tested for electrical safety.
- Do not overload electric sockets.
- Electrical extension leads should be kept to a minimum. Do not overload the extension lead by exceeding the stated maximum current.
- Unplug electrical equipment that is not being used.
- Do not use Liquid Propane Gas or paraffin heaters. These can easily be knocked over and start a fire.
- Do not store gas cylinders or paraffin inside your home.
- Never throw water on an electrical appliance or burning oil, for example, a chip pan fire.
- Avoid storing flammable material that could be a fire risk.
- Don't allow rubbish to accumulate anywhere in or around your home, including communal areas and gardens.
- Keep communal landings, corridors and stairwells always clear of items so your exit route is not obstructed in the event of an emergency.
- Ensure doorways and corridors within your home are kept clear so your escape route is not obstructed.

- Don't prop open fire doors; when closed, these will prevent the spread of fire.
- Close doors at night within your home. If a fire breaks out, this will help prevent it from spreading.

Further advice on fire safety within the home and details of National Fire Safety guidance for the home can be found [here](#).

We recommend visiting Hampshire and Isle of Wight Fire and Rescue (HIWFRS) websites for fire safety advice. This site guides you on how to prepare for what to do if there is a fire in your home. HIWFRS offer Safe and Well visits to your home to households that qualify. Safe and Well is a home fire safety visit tailored to an individual's needs, health, and lifestyle choices. Check [the site](#) to see if you are entitled to a visit.

Plan your escape route out of your home now. Take action when an emergency arises.

Reporting fire concerns

If you have any concerns about fire safety, please report them to us immediately.

Fire safety concerns occur when existing fire safety measures/features are working/present as expected. Still, concerns exist regarding the standard applied, specification, materials used, lack of provision, or approach taken.

Faults and repairs to existing systems should also be reported through the usual repairs channel.

Liquid Petroleum Gas (LPG) and paraffin heaters

You must not use or store LPG and paraffin heaters in your home. They should be stored in a shed or outhouse away from the building. Gas leaks from the canisters can pose a severe fire risk and cause damage to you and your neighbours, as well as to the property.

Barbecues and patio heaters

You must take care when using barbecues and patio heaters for your safety. To prevent a fire from starting or spreading, do not place them near your property or any outbuildings, fences, or plants and shrubs. If you live in a flat with a balcony, barbecues and patio heaters are prohibited.

Communal gardens

Some of our flats have shared gardens for all residents to enjoy.

We will maintain the grounds on a scheduled basis. Whilst we encourage you to enjoy the garden, please ensure that any items, such as garden furniture and children's play equipment, are removed from the garden area at the end of the day and not left out.

We also request that you refrain from building structures, such as decking or patio areas, or erecting large items of play equipment, including trampolines and swings, in the shared garden so we can ensure the gardens are safe for all residents.

Security

If your block of flats has a door entry system, please ensure the door is always closed securely and not propped open to maintain security for everyone in the block.

Repairs

Communal area defects, such as faults to the communal door, lights, or door entry system, should be reported to us as soon as possible. See **page 45** for details on how to report a repair.

Smoking

Smoking in our buildings, communal areas of flats, and other public places is an offence. You may smoke in your own house or flat.

Grounds maintenance

We are responsible for maintaining the grounds on our estates and the gardens at all our blocks of flats. We regularly mow the grass, cut back hedges, maintain shrubs and flower beds, and control weeds and moss on paths and other areas.

Trees

You are responsible for managing the trees growing in your garden. If you notice a tree, either in your garden or in an open space, that is diseased, dangerous, or overgrown, please report it to us.

Trees are an important feature and will only be cut down or trimmed if necessary; for example, if a tree is diseased or causing damage to structures or paths. A healthy tree will not be cut down or trimmed if branches are overhanging or blocking sunlight.

Tree Preservation Orders protect some trees because they are in a Conservation Area. Lopping or cutting down trees without consent may be a criminal offence.

Further advice is available on the **Council's website**.

Rubbish disposal

If you live in a block of flats with communal (shared) bins, you should place your rubbish bags inside the large collection bins. Please do not leave them near the bins, communal landings walkways, or gardens. Only rubbish placed in the bins will be collected. Rubbish bags left beside bins or outside can attract dogs, cats, rats, and other pests, creating a health risk.

We operate a scheduled bin collection service for household waste and recyclables, including garden waste and glass. Please ensure you use the bins correctly and recycle your waste where possible. Stickers on the bins and/or information in the bin stores advise you what can and cannot be recycled.

If you have an individual wheeled bin, place it at the edge of your boundary nearest the street by 7am on your collection day to ensure it can be emptied. The wheeled bin should not be left out except on the day of the collection and should never block footpaths or roads.

Please do not leave large bulky items anywhere in your block of flats (including the bin area), your garden, or the wider estate. The Council's website provides advice on how to dispose of bulky waste items.

Help is available if you are disabled or elderly and have difficulty putting your bins out for collection.

The **Council's Waste & Recycling pages** provide information on:

- Household refuse, recycling and garden waste collections, including details of your collection day
- Household Waste Recycling Centres - where you can dispose of unwanted household items, including bulky items
- Local recycling banks for things such as textiles
- Collection of bulky waste items
- Assisted bin collection service
- How to report a missed bin collection
- Additional and lost or damaged bins

Bonfires

Bonfires can be a nuisance, and under the Environmental Protection Act 1990, we have the power to take action against those responsible. Smoke from bonfires can be very irritating and distressing to those exposed.

More information is available on the **Council's website**.

Pest control

The Council offers a pest control service to treat pests such as rats and wasps, although you may be charged for treatment in some instances. You can also contact us for advice on identifying and treating other household pests.

If you find a wasp nest or any other infestation on your property or a communal area, please get in touch with us, and we can arrange for an officer to assess the situation and give advice regarding treatment. More information is available on the **Council's website**.

Parking

Parking in some of our housing areas may be limited, so please park considerately. You must only park your car on the public highway or in a designated parking area. Please do not park on grass verges or open spaces, and do not block access routes for emergency vehicles.

You may be able to construct a hard standing within the boundary of your property, but you must get our permission first (**see page 20**). You must also obtain permission from Hampshire County Council for a dropped kerb and access across a pavement, where necessary.

More information about residents' parking, car parks and enforcement can be found on the **Council's website**.

Commercial vehicles and lorries

Tenants can normally only park commercial or trade vehicles of 3.5 tonnes and above in our housing areas or on the property with our written permission. Please contact us and we will check whether there are any planning covenants related to vehicles.

Caravans, boats and trailers

You will need our permission to keep a caravan, boat or trailer at the property or on the estate. We prefer these to be parked behind the building line, either at the side or behind your property. Please contact us and we will check whether there are any planning covenants related to this.

You will be breaching your tenancy conditions if your vehicles regularly cause an obstruction or create other parking difficulties.

Disabled parking bays

If you are disabled and have mobility difficulties, you may be able to request a disabled parking bay marked on the road or parking area near your home. Disabled parking bays are not allocated to an individual; others with disabilities or mobility difficulties may use them. Please contact us for advice on disabled parking bays.

Abandoned and untaxed vehicles

Abandoned vehicles are an eyesore and can present a genuine risk of harm. You cannot keep any illegal, untaxed, or unroadworthy vehicles at your property or our housing areas unless you have our permission to do so.

We will investigate to determine who the registered keeper is. We will contact you to discuss arrangements for the vehicles to be removed. Suppose we decide to remove and dispose of any abandoned vehicles. In that case, we will charge the registered keeper for any costs incurred.

You are required by law to either tax or obtain a Statutory Off-Road Notification (SORN) from the Driver and Vehicle Licensing Agency (DVLA) for a vehicle temporarily 'off the road' and untaxed. It is against the law to keep an untaxed vehicle or one with a SORN on the public highway. You will need to

get permission from us to keep a vehicle with a SORN notice on our land. Please get in touch with us before applying for your SORN. You can contact your local Post Office or the DVLA via **their website** for further advice regarding SORN.

More information on abandoned vehicles and how to report them is available on the **Council's website**.

Vehicle repairs

You may carry out minor repairs to your car in car parks on our estates, such as changing a tyre or replacing the battery, provided this does not cause a nuisance to your neighbours.

Tenants cannot run a car repair business from our housing areas.

Paying your rent



Rent and any service charges are due each week of the year. You must pay your rent and service charges weekly or in advance according to your tenancy conditions.

The rent for each new financial year will be effective from the first Monday in April, and we will provide 28 days' written Notice of any changes to your rent and service charges where applicable.

Ways to pay your rent

Direct Debit

We prefer you pay your rent by Direct Debit. You will need a bank or building society's account to pay by direct debit.

Direct debit offers guarantees that give you protection and ensure you are in control of your money. The mandate contains a Direct Debit guarantee.

The benefits to you for paying by Direct Debit are:

- No worries about remembering to pay at the right time
- Your bank or building society does all the work, and you stay in control
- Saves time
- We re-calculate your payments for rent and charges at the start of each financial year
- You can cancel the arrangement at any time. If any error is made, an immediate moneyback guarantee from the bank or building society

You can set up a Direct Debit through the eastbrooke homes customer portal or you can call us and we can help you with this. You will need your debit card details.

eastbrooke homes customer portal

You can make payments through the eastbrooke homes customer portal, which is available to tenants with an active account.

Internet banking and standing orders

You can pay or set up a regular payment (standing order) from your bank account. Eastleigh Borough Council's bank details are:

Sort code: 20-79-41

Account No: 30862711

You will need your 9-digit tenancy reference number, which starts with a 6.

Please remember that you are responsible for ensuring the payment reaches us on time, regardless of your chosen method.

Claiming benefits

You may qualify for help towards your rent if you receive state benefits or have a low income. Your entitlement will depend on your circumstances.

If you are working age and making a new claim for help to pay your rent, you must claim Universal Credit. More information and to make a claim, can be found **here**.

If you are already claiming Housing Benefit and moving home within the Eastleigh borough, you will need to complete a change of circumstances form, which is available from the Housing Benefits section or by visiting **our website**.

If you need help completing an application form, please let us know.

You will need to provide supporting information with your claim. You can speed up this assessment by quickly providing the information. You should also promptly submit a claim for Universal Credit or Housing Benefit, as any delay will result in you losing money.

Housing Benefit

Universal Credit has replaced the following benefits, now known as legacy benefits:

- Income based Jobseeker's Allowance
- Housing Benefit
- Working Tax Credit
- Child Tax Credit
- Income related Employment and Support Allowance
- Income Support

If you claim Universal Credit, then any housing related payments are paid directly to you monthly in arrears. It is your responsibility to make your full rental payments and to ensure that you pay in advance. You can set up a payment plan to reduce the arrears so that you can move towards paying in advance.

You may find it easier to set up a Direct Debit to make your rent payments on the day you receive your Universal Credit payment. Direct Debits can be collected on any day of the month.

If you have rent arrears, then we may apply to Universal Credit to obtain a payment direct from your claim so that your rent is paid first. This can result in 20% of your overall entitlement being sent direct to your rent account to pay your rent arrears. This can be a lot of money, so it is best to discuss affordable rent arrears repayment plans with us.

For more information about Universal Credit please see Universal Credit explained - **Move to Universal Credit**.

Problems paying your rent

We understand people can have money problems, so if you are struggling to pay your rent, you should contact us immediately. Rent arrears can become serious if help is not sought early enough.

We can work out a payment plan with you for a regular amount. If you follow this agreement, we will take no further action. We can also advise you of benefits to which you may be entitled and offer tenancy support.

You can also get independent assistance with debts from **Citizens Advice Eastleigh**.

Action for rent arrears

We will take action for rent arrears in accordance with our policy. If you do not contact us or pay as agreed, you may lose your home.

Notice seeking possession

We will serve you with a Notice Seeking Possession (or a Notice Requiring Possession if you have an introductory tenancy). This is the beginning of a legal process to repossess your home and to obtain a County Court Judgement to recover the debt.

Possession proceedings

We may start court proceedings if you still have arrears on your rent account at the end of the four-week notice period and you have not contacted us to set up a repayment plan. If you do not keep to the repayment plan we will may decide to continue with court proceedings. You will be liable for our legal costs.

You will be notified of your court date, and we advise you to attend the hearing. We may ask the court to suspend a possession order if you agree to pay a set amount each week to reduce the arrears.

Eviction proceedings

If we refer to suspended this would need changing to. If you do not pay in accordance to the terms of your court order, we may apply for a warrant to evict you from your home. If we obtain a warrant, we may not evict you if you pay all outstanding rent arrears and court costs. Any payments at this stage must be made with cleared funds.

We will continue to recover any arrears owed by you if you have been evicted from your home.

Introductory Tenants

Introductory tenants who are taken to court for non-payment of rent will lose their homes. If we have followed our procedures correctly, the court has no discretion but to give us an order for possession.

Housing advice and homelessness

The Council and other registered social landlords may not have an obligation to provide you with permanent housing if you are evicted from your home for non-payment of rent, even if you have children. You may be found to be intentionally homeless.

If you are threatened with eviction or have been made homeless you should contact our Housing team urgently for advice by calling freephone 0800 032 0540 during office hours (8.30 am to 5.00 pm Monday to Friday). More information is available on the **Council's website**.

Transfers and mutual exchanges

If you are on the housing transfer list, you will be required to clear any outstanding arrears and court costs before you are offered another property. You must also have a clear rent account before moving by mutual exchange.

Maintenance & repairs



We undertake to maintain your home in a safe and reasonably weather-tight condition and, wherever possible, to provide modern facilities beyond those required by the Government's Decent Home standard. **Who is responsible?**

Although this handbook sets out our service standards, you too have certain obligations. Some repairs are your responsibility and you may be liable to pay for them if we have to complete them on your behalf. We will let you know when this is the case.

The following list gives an idea of some items for which you are responsible:

- Replacing lost keys
- Gaining entry if accidentally locked out
- Replacing light bulbs - please refer to your home user guide for further details
- Appliances, plugs and their fuses
- Broken glass to windows and doors
- TV aerials were not on a communal council-maintained system
- Installation and maintenance of your appliances
- Your structures, fixtures or fittings

Annual gas safety check and heating appliance servicing

Where your home has a gas supply, we must complete the annual gas service checks and appliance servicing. Failure to do so could result in us applying for an injunction to gain access to your home and recharging you for our costs for needing to take this action. This is also a breach of your tenancy agreement and could result in possession proceedings.

The annual service will be carried out in accordance with manufacturers' instructions and will include the following:

- The effectiveness of any flue
- The supply of combustion air
- The operating pressure and/or heat input
- The safe functioning of the appliance
- Smoke alarm check

As part of your Annual Service check, you can expect the engineer to:

- Be in your home for up to 1 hour
- Check your Carbon Monoxide and Smoke Detectors are in good working order, and replace the battery or unit where necessary
- Label the Heating Appliance and Detectors with a "Passed - Next Service Due" sticker
- Leave you with a completed copy of the Landlord/Homeowner Gas Safety Record (LGSR) or Solid Fuel Safety & Service Record (SFSSR)

You are responsible for not using a heating appliance you know or suspect to be unsafe. If your heating system has recently been serviced and you do not have a user manual, or your last service record is over twelve months old, please contact us.

Asbestos

Landlords are required to keep an Asbestos Register and inform contractors where asbestos is located. We are also committed to informing residents where asbestos can be found in their homes and improving the availability of the relevant information. Should asbestos-containing materials be found, we can encapsulate them, monitor them in situ, or remove them, depending on their condition.

Blocked gullies, sinks and wastes

You should take all reasonable steps to keep all grates, grids, drains and gullies clean and clear (not including gutters that catch water from the roof). You should also take all reasonable steps not to block toilets and sinks. We will clear blockages if you cannot, but we may recharge you for blockages caused by misuse or neglect.

Central heating

Our homes are fitted with modern central heating systems with thermostatic controls and programmers that can be adjusted to suit your needs and perform most economically.

You will be given a user manual for your central heating appliance. It provides details of the appliance and how to operate the heating system in your home. If you transfer or terminate your tenancy, the manual should be kept with the appliance and remain at the property. We can provide a replacement if you do not have a copy.

Condensation, damp and mould

Condensation is a common problem in any household, often due to normal daily activities. There are various steps you can take to reduce moisture in your home:

- Open windows regularly
- Cover pans when you cook
- Dry clothes outdoors or in a dryer
- Close internal doors when you cook or shower
- Use the extractor fans fitted in the kitchen and bathroom

- Leave a gap between furniture and external walls
- Wipe condensation from windows each morning

Condensation is often worse in cold properties. If you are struggling with energy costs, you could get help with bills. Please get in touch with us for help and advice.

Please contact us if you have taken these steps but still have dampness and mould. We will visit your home to check why it is not coping with everyday living and to fix any underlying problems, such as not enough insulation or ventilation or a building defect.

More information about dampness and mould can be found on the **Council's website**.

Customer care and complaints

We would like you to tell us about the service you have received and how it has affected you. As part of our commitment to providing excellent landlord service, your feedback (good and bad) about the service contractors deliver must be reported back to them. We will pass this on if you find it necessary to make negative comments or complaints about a contractor or the standard of the work. Contractors must then investigate and follow up on these jobs (by personal contact, i.e. by phone or visit) to reach a mutually satisfactory resolution.

Once we receive confirmation from the contractor that the issues are remedied, we will write to you seeking further confirmation. Should you disagree, we will investigate further and take steps to ensure that the matter is resolved. If you are still unhappy, you can make a formal complaint at the end of this process. For more information on our complaints policy, please see **page 5**.

Damage to properties and recharges

You will be charged to repair any reckless, accidental, or wilful damage or neglect to the property or its fixtures and fittings. This includes damage caused by fire, leaks, or excessive cold.

We are not responsible for damaging or losing your fixtures and fittings, including furniture, carpets, clothing and household effects. You are advised to take out your own contents insurance policy to cover these risks. For more information on contents insurance, please see **page 18**.

Detectors - smoke and carbon monoxide

Smoke detectors

All our properties will be fitted with smoke detectors. We check these annually as part of your gas boiler service or as a stand-alone visit if you have electric heating.

While we will replace batteries at the annual service, you must ensure that your smoke detector always has a live battery. Never leave the smoke detector without a live battery or remove it. This is particularly important in flats where the detectors may be linked to the main fire alarm system, and the Fire Service will be called out.

You should test the smoke detector yourself every week. If it does not work, the battery may need replacing.

If you report a smoke detector fault, it will be treated as an emergency. As part of our ongoing commitment, we aim to fit all homes with mains-powered smoke detectors with nonreusable battery backup. This will be done when the property becomes empty, at a 5-year electrical test, or another appropriate opportunity.

The units will then be included in a five-year electrical testing cycle.

If you need to rectify the problem, contact us immediately.

Carbon monoxide detectors

A carbon monoxide detector is a safety device used to monitor the levels of harmful carbon monoxide in the air. Carbon monoxide is an odourless, colourless gas produced from burning fossil fuels. If your appliance is not working correctly, carbon monoxide may escape into your home.

All homes should have a carbon monoxide detector fitted where a fossil fuel appliance (gas or solid fuel) is present. If you think you should have one and you do not, please contact us.

The carbon monoxide detector will normally be in the same room as your gas boiler or solid fuel appliance and will be checked annually by us. Do not attempt to change the battery in your carbon monoxide detector. These are sealed units; the whole unit will be replaced when necessary. The engineer will test and replace your carbon monoxide detector as necessary during appliance servicing.

The carbon monoxide alarm will sound if it detects the possible presence of carbon monoxide in the air. If carbon monoxide is present, it could result in serious illness or death from poisoning. You should take the following immediate action:

Gas appliance - Turn off the appliance, open doors and windows and contact Southern Gas Networks at 0800 111 999

Electrics

You must allow us access to your home to perform this vital testing for your safety and wellbeing. If you prevent or delay the testing, you are putting yourself and your family at risk.

Electrical tests will be carried out by an appropriately qualified registered engineer every five years and at the change of each tenancy. Any faults identified will be rectified. Once the electrician is satisfied

that everything is in order, an electrical certificate will be issued, and the next test date will be highlighted.

Electricity supply

You are responsible for selecting your electricity supplier and arranging for connection and disconnection if you move home. Your supplier is responsible for bringing the supply into the property and the meter.

The Council is responsible for the fuse board or consumer unit and the internal wiring; you are responsible for your electrical appliances. Ensure you know where and how to turn off the electrical supply in your home and please contact us if you are unsure.

Energy efficiency/sap rating

SAP stands for Standard Assessment Procedure and is the Government's recommended system for calculating your home's energy efficiency. Properties may be rated from 0, which is very inefficient, to 100, which is highly efficient. Energy Efficiency Rating bands from A to G are also commonly used, where A is the most efficient. If your home's rating is 'F' or 'G', it may fall below current standards, and we will investigate why.

A valid Energy Performance Certificate (EPC) is issued at every change of tenancy.

We will ensure that any new elements in your home (e.g. boilers, windows, doors, etc.) and loft and cavity insulation meet modern-day standards.

External decoration

You are not responsible for carrying out your external decorations but may do so at your own expense. You must seek permission from us before starting any work.

External doors

All external doors will be inspected every five years. If found in poor condition, they will be replaced with a modern equivalent.

If you wish to replace your external doors, you must first ask us for permission. If you live in a property where your door opens into a communal area, it must be a fire-rated door in compliance with current building regulations.

Gas

Southern Gas Networks are responsible for all pipe work leading to the meter. Your gas supplier is responsible for the meter. You are responsible for selecting your gas supplier. We are responsible for the internal gas pipes only.

Gas leaks

If you smell gas, make sure you immediately:

1. Put out cigarettes. Do not use matches or naked flames.
2. Do not operate electrical switches, either on or off.
3. Open doors and windows to ventilate and clear the gas from the room.
4. Check to see if a gas tap has been left on accidentally or a pilot light has gone out. If not, there is probably a gas leak.
5. Turn off the whole supply at the meter, call Southern Gas Networks' Gas Emergency Number **0800 111 999**, and have your postcode ready.

Be especially alert when returning to buildings that have been left empty for some time. If you smell gas in the street, report it immediately to Southern Gas Networks. Don't just leave it to someone else.

Turning off your main gas supply

For your safety, ensure you know where your home's main gas tap is and how to turn it off. The main gas tap is usually near the gas meter. Please don't leave it until you have an emergency. Please call us if you need clarification.

Gutters and downpipes

All gutters and downpipes will be inspected every five years and, if necessary, be repaired or replaced. We plan to clean gutters annually on blocks of flats that are three or more storeys high. Please call us if you need help with overflowing or blocked gutters at your home.

Housing health & safety rating system (HHSRS)

We are committed to ensuring our homes meet the Government's Decent Homes Standard.

Please let us know if you have a health or safety concern about your home.

Improvements

You may improve your home at your own expense, subject to gaining all the necessary approvals, such as Planning and Building Control. Restricted, specialist work must be carried out by an approved contractor. We recommend that you employ an appropriately qualified design consultant should you wish to carry out any structural works.

The following list gives examples of improvements for which you must obtain our permission to undertake:

- Erection of outbuildings, garages and sheds
- Extension to the property
- Removal of any walls
- Any work on the electricity or gas installations

- Installation of kitchen or bathroom fitments
- Installation of any heating system
- Replacement doors or windows
- Disabled adaptations
- Installations of a drive, hard standing or dropped kerb
- Fishponds
- Patio or decked areas
- Installation of laminate flooring
- Fencing

At the end of the tenancy, you must remove any structures or improvements where we have not granted permission for them to remain.

You must contact us before starting any improvements to seek permission.

You may be entitled to compensation at the end of your tenancy for certain qualifying improvements. For further information, please refer to **page 55**.

Insulation

The Decent Homes Standard calls for at least 50mm of loft insulation and effective cavity wall insulation if you have gas central heating. If your home is heated by electric storage heaters, it should have 200mm of loft insulation and cavity wall insulation.

Your loft space must be kept clear for inspection and maintenance purposes and to allow for adequate insulation. Lofts are not designated storage spaces, and you are prohibited from keeping any items in this space.

Internal decoration

You are responsible for the internal decoration of your home and must keep it to our reasonable satisfaction. If you fail to do so, you may be charged the cost of redecoration.

Out of hours emergencies

Call 01962 448019 Press Option 1

The out-of-hours service operates:

- 5pm to 8am on Monday to Friday
- Bank holidays

Our out-of-hours and weekends emergency repairs service provides an emergency call-out service when our offices are closed.

It is expensive to organise tradespeople out of hours, so it is important that you only request a call-out for genuine emergencies.

We define a 'genuine emergency' as a serious risk to health or safety or where there is a risk of considerable damage to the property, such as if a water leak causes a ceiling to collapse. In exceptional circumstances, we may also regard a repair as an emergency if it causes undue anxiety or stress or would cause significant inconvenience over a prolonged period. We aim to respond and make it safe wherever possible within four hours.

The emergency call-out officers may use their discretion based on the nature of the call or where the tenant is disabled, a pensioner, or has a young baby in the house.

We will charge you for the emergency call-out if the contractor informs us it was not a genuine emergency.

We do not tolerate verbal abuse toward our staff, so if you abuse our call-out officer, we will not treat your call as an emergency.

Responsive repairs

You can report a repair by:

- Logging onto the **portal**
- Phoning 02380 688 181 during office hours
- Phoning 07802 853 901 out of hours **for emergencies only**
- Writing to us at eastbrooke homes, Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN
- Speaking to us in person

When will the work be done?

When you report a repair, we will decide how urgent it is and will place it in one of the priorities shown below. The information below shows the type of work in each priority group and how soon the repair will likely be carried out.

Priority	Response	Repair
4 (Planned)	Planned Maintenance	Low-priority repairs that can be added to existing cyclic/ planned programmes
3 (Routine)	Twenty working days	Low priority/minor repairs that are not deemed as urgent or an emergency
2 (Urgent)	Five working days	These repairs require reasonably urgent attention to prevent residents from experiencing significant inconvenience, risks to health and safety or further damage to their home or property

<p>1 (Emergency)</p>	<p>Respond and make safe/ carry out temporary repairs within 4 hours</p> <p>(Follow-up work may then be raised to a lower priority)</p>	<p>This response priority is reserved for incidents that require an immediate response to either prevent danger to life or extensive damage to the property, if the incident/problem will have a serious and unavoidable adverse effect on someone's medical needs or personal health and/or safety or if there is an infant in the property under 1 year old</p>
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Examples of repair priorities Emergency Repairs

- Where premises are unsafe, for example, following vandalism, racial attack, domestic violence, break-in/attempted break in, and the property needs to be made safe and/or secure
- Where the door entry system is faulty, and residents or visitors cannot enter or leave the block
- Residents locked out due to defective locks or broken keys (but not where keys have been lost)
- Blocked drains, forcing water back up into the wash basin, bath, shower, sink or toilet
- No cold-water supply
- No heating or hot water (where this has a serious effect on a resident's health and wellbeing)
- Toilet not flushing if it is the only toilet on the property
- No electricity
- Unsafe power supply, lighting sockets or electrical fittings
- No lighting on communal stairs
- Storm, accident or flood damage to the building
- Faulty lift (if it is the only lift that goes to every floor)
- Replacing broken glass where there is a security or injury risk
- Removing obscene and racist graffiti from shared areas
- Gas leak – ring National Gas Emergency Service 0800 111 999

Urgent Repairs

- No electricity to part of your home
- No water supply to part of your home
- No heating or hot water
- Door entry system not working
- Tap you cannot turn off
- Banister or handrail that is loose or has come away from its fittings
- All non-emergency repairs where possible

- Leaking roof, gutters or downpipes causing dampness in the property (may require visit/determination by a surveyor before the repair)
- Outside doors and windows (where they are our responsibility, and this is not an emergency) – these may need to be made safe/secure whilst awaiting replacement glazing
- Loose or broken floorboards (where they are dangerous)
- Falling plaster (where it is likely to be dangerous)

Routine repairs

- Renewing or replacing storage tanks
- Renewing any immersion heater or sanitary ware (toilet bowls, cisterns and so on) which does not work or is unhygienic and not covered by other priorities
- Repairing or renewing waste-water pipes, faulty ball valves or faulty taps
- Repairs to faulty central heating appliances not covered by other priorities
- Replacing outside windows and doors
- Repairing blocked gutters and rainwater pipes
- Minor repairs to steps and staircases
- Removing graffiti which is not offensive
- All repairs other than those listed above which affect the residents' comfort or safety, and which are not the resident's responsibility

Appointments

You must report any defects to your home as soon as practical. We will arrange for the repairs to be carried out as necessary. You must keep to these arrangements.

The system for contractor appointments is as follows:

- For all repair jobs (except emergencies), the repair will be carried out on a weekday. We, or our contractor, will confirm the appointment date and time with you.
- We do not make appointments for emergencies. We expect you to wait at home for the contractor to arrive if you report an emergency.
- If the appointment time is unsuitable, please contact us or our contractor to rearrange it.
- The job will be cancelled if the contractor calls at the arranged time and date and is refused access or cannot gain access.
- If the contractor can not gain access to your home at the appointment time, they will leave a card to make you aware that they have attended. You will need to report the repair again if you still want the work done.

- We cannot work where a child under 16 is alone in the property.
- If you leave the contractor alone in your home while your repair is being carried out, you do so entirely at your own risk.
- The Council reserves the right to charge you for any unnecessary maintenance visits.

Surveyor inspections

It is sometimes necessary to send out a surveyor to review the issues or faults that you are experiencing before ordering repairs.

You can expect the surveyor to:

- Listen to your concerns and observations surrounding the repair issues you are experiencing
- Make a careful inspection of the defect
- Make a considered and well-informed decision on the most appropriate course of action

Following the surveyor's visit, should you not agree with the decision or proposed outcomes, you should contact us to discuss this. Following any subsequent action or decision, should you still be dissatisfied, you will need to make a formal complaint. More information on how to make a complaint can be found on the **page 5**.

Roof

The decent homes standard recommends replacing the roof covering if it is in poor condition and over 50 years old (30 years for blocks of flats).

Walls

The decent homes standard recommends replacing external wall finishes and structures if they are in poor condition and up to 60 and 80 years old, respectively.

Water supply

It would help if you located your mains stopcock and any isolation valves so you can turn the water off quickly in an emergency. Please don't leave it until you have an emergency and contact us if you need help determining your isolation points.

Windows

Any window unit in poor condition will be either repaired or replaced.

Making your voice heard and getting involved



As a tenant of Eastleigh Borough Council, you have an essential role in shaping and monitoring the services you receive from us. Getting involved can take as much or as little time as you can give and can encompass various involvement methods.

Please contact us if you would like to be involved in improving our services.

Your right to be consulted

Under section 105 of the Housing Act 1985 (Provision of Information and Consultation), you have a legal right to be consulted on housing management issues.

Moving home



Giving notice

To end your tenancy, you need to give us four weeks' written Notice. However, if you are transferring to a property owned by Eastleigh Borough Council, you may give two weeks' written Notice.

You can give Notice on any weekday (Monday to Friday). The notice period will only start from the date we receive your Notice. We have a termination form that you will need to complete. Please contact us for a termination form.

We will write to confirm that we have received your Notice. We will also advise you of the date your tenancy will end and when and where you should return the keys.

During the notice period, we must visit and inspect the property. We will determine whether any non-standard items can remain.

You must ensure that you:

- Pay your rent and other charges during your notice period, and your rent account will be clear when your tenancy ends
- Give us vacant possession of the property on the termination date
- Return the keys to us no later than noon the day after your termination date

Joint tenants

Where the tenancy is a joint tenancy, one tenant can terminate the tenancy on behalf of both tenants.

Giving notice when a tenant has died

In the event of the tenant's death, the next of kin must give us four weeks' written Notice and include the death certificate. See **page 13** for more information.

Power of attorney

Where a power of attorney exists, written Notice may be given on behalf of the tenant if you send a copy of the relevant documentation.

Condition of the property

When you move out, you should leave the property and its fixtures and fittings in the same state as at the start of the tenancy, with fair wear and tear excepted, as stated in your tenancy conditions.

The property should be left clean and tidy and in reasonable decorative order. The garden should also be tidy and clear of rubbish.

You may be charged for clearing furniture, carpets, rubbish, and other items left in the property including any shed, garage, or garden.

If you are on the transfer list, you will normally have to do any necessary repairs before we offer alternative accommodation.

Transfers

You can move to another council or housing association property through the transfer register or mutual exchange.

The transfer register is open to all council and housing association tenants who meet the Council's eligibility criteria set out in the Council's Allocations Framework. Full details of the Allocations Framework are available from the link below. We assess and prioritise your application according to your housing needs as set out in the **Allocations Framework**.

To apply for a transfer, you will need to complete an **online application form**.

If you need help completing an application or do not have access to the internet, please contact the Council's Housing team by calling 02380 688 000.

The Council's Housing team aim to process online applications within ten working days. They will decide if you can join the register and will write to you explaining what priority your application has been awarded.

You will officially join the transfer register when your application is received. There is a very high demand for properties, so you may have to wait a long time for a transfer. Information about waiting times is available from the **Hampshire Home Choice website**.

Consider seeking a mutual exchange with a council or housing association tenant to move home more quickly. Alternatively, you may apply directly to the waiting list of another local authority. You must contact the relevant Council to confirm your eligibility to join their waiting list.

Exchanges

A mutual exchange occurs when two (or more) tenants decide to swap homes. Most council and housing association tenants have a right to exchange, but introductory tenants do not.

HomeSwapper

We are signed up to HomeSwapper, a national register of social housing tenants looking to swap homes. The service can be accessed online at HomeSwapper

You must register your details on the HomeSwapper website to move by mutual exchange. If you need any help with this process, please contact us.

Applying for a mutual exchange

If you want to apply for an exchange, all parties must complete an application form, which can be obtained by contacting us.

You must not proceed with the swap once all landlords have given written permission, and the relevant papers have been signed. Otherwise, you will be putting your tenancy at risk.

Mutual exchange refused

By law, we can refuse a mutual exchange on specific grounds. If your application is declined, we will write to you to notify you of the grounds on which your request has been refused. Full details of the grounds for refusal are contained in Schedule 3 of the Housing Act 1985 (grounds for withholding consent to assignment by way of exchange).

Your right to compensation for improvements

As a secure tenant, you may be entitled to compensation for improvements you have made to your home when your tenancy ends. However, you will have needed to obtain our permission at the time you completed the works. See **page 20** for more information.

We will consider all claims by 'The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994'.

You will not get compensation if your tenancy comes to an end because of a possession order, you are buying your home through the Right to Buy scheme, or you are offered the tenancy of another property which is substantially the same.

The Right to Compensation applies to work which was started on or after 1 April 1994 and only applies to the following specific improvements: • Bath, shower, wash-hand basin and toilet

- Kitchen sink and work surfaces for preparing food
- Storage cupboards in the bathroom or kitchen
- Central heating, hot water boilers and other types of heating
- Thermostatic radiator valves
- Pipe, water tank or cylinder insulation
- Loft and cavity wall insulation
- Draught-proofing of external doors or windows
- Double-glazing or other window replacement or secondary glazing
- Re-wiring or the provision of power and lighting or other electrical fittings (including smoke detectors)
- Security measures (excluding burglar alarms)

How to make a claim

It would help to claim compensation when you give Notice that you are ending your tenancy. You have up to 14 days after your tenancy ends to claim in writing with the following information:

- Your name and address
- What improvements you have made
- How much each improvement cost
- The date the improvements began and finished

How the compensation is calculated

You can receive up to £3,000 for any one improvement, but there is no compensation for improvements worth less than £50. If you received financial assistance (a grant) to help make your improvements, we will subtract the amount of your grant from the cost of your improvements.

We calculate your compensation based on the improvement's age, condition and quality. You will need to give us an invoice to show how much your improvements cost. If you do not have an invoice, tell us straight away and give us an estimate of the total cost.

We will also consider any money you may owe the Council and deduct that from the compensation. We will prosecute tenants who make a false or inflated claim.

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