



Rural Stirling
HOUSING ASSOCIATION

TENANT HANDBOOK

(Updated January 2023)

Rural Stirling Housing Association is a charitable organisation registered under Scottish Charity No. SC037849.

The information in this publication can be made available on request in large print, Braille, or on audio cassette, and we can also provide translations into other languages. For more information contact us on 01786 841101 or email enquiries@rsha.org.uk

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URDU

درخواست کرنے پر اس اشاعت میں موجود معلومات کو چھاپے کے بڑے حروف، بریل، یا آڈیو کیسٹ، کی شکل میں دستیاب کرایا جاسکتا ہے، ساتھ ہی ہم دیگر زبانوں میں اس کا ترجمہ بھی پیش کرسکتے ہیں۔ مزید معلومات کیلئے ہم سے 01786 841101 پر یا بذریعہ ای میل پر رابطہ کریں enquiries@rsha.org.uk

**Rural Stirling Housing Association Ltd
TENANTS' HANDBOOK**

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1.0 INTRODUCTION

1.1 About this Handbook

The Handbook aims to give you important information about your tenancy, including your rights and responsibilities, as well as some important information about your home, how the Association is run and other information that we hope you will find helpful.

You should also refer to your tenancy agreement for more details on certain matters.

We have tried to make the handbook easy to use and follow. We understand that providing information in this way does not suit everyone. Please let us know if you would like the handbook explained to you in person by a member of staff or if you would like a copy in large print, or Braille or on audio tape. If your first language is not English, we can have the handbook translated for you or arrange for an interpreter to explain it to you. Please let us know if you need any of these services.

1.2 Rural Stirling Housing Association

The Association is a non-profit, community-controlled organisation formed in 1990 by local people committed to improving the supply of affordable housing in the local area. Over the years the Association has successfully developed over 600 houses for rent and low-cost home ownership with more in development.

Our Mission is: To provide affordable, quality housing and support community aspirations.

Our strategic objectives are to continue to provide and manage high quality, affordable homes to meet the needs of communities in the North and West rural Stirling Council area.

Our aims are as follows:

- Developing new homes to meet our communities' needs:
- Providing safe, high quality, energy efficient homes:
- Supporting and sustaining our communities:
- Achieving meaningful customer scrutiny and participation:
- Working with partners effectively.

The Association works closely with Stirling Council as well as the Loch Lomond and Trossachs National Park and other local community bodies.

1.3 Membership of the Association

The Association has approximately 180 members who live throughout the rural Stirling area. Many of these are tenants of the Association. It is easy to become a member of the Association. All the details and a straightforward application form are included in this sign up pack.

Becoming a life member costs £1.00 and entitles you to vote at the Annual General Meeting and stand for election to the Board yourself. This would allow you to contribute towards ensuring that tenants' views are included in the decisions that the Board takes.

Once your application has been approved by the Board, you will receive a Share Certificate confirming your membership of the Association.

1.4 The Board

The Association is overseen by a voluntary Board of up to 15 people, drawn from all walks of life in rural Stirling. The Board is elected annually from the membership of the Association and meets approximately 7/8 times a year to take important business decisions, establish policy, set standards and monitor the performance of the Association.

Responsibility for the day-to-day running of the Association is delegated to the staff.

Any enquiries you may have about the Association or your tenancy should be directed, in the first instance, to your appropriate Housing Officer.

1.5 Access to Information

We aim to keep tenants well informed about the Association, its services and activities. We produce a newsletter, Rural Matters, three times a year and provide regular updates on our website to help achieve this. Please do not hesitate to contact us if you have any queries or questions about any of our services.

As a Scottish Secure Tenant you are entitled to ask us for information about:

- The terms of your tenancy;
- The Associations complaint procedure;
- The tenant participation strategy;
- The policy on the setting of rent and other charges;
- The policy on the allocation of housing;
- The policy on repairs and maintenance;
- The Right to Buy;
- The decision making process on all housing related matters.

You can ask for photocopies of information from your tenant file, as long as it complies with the Data Protection Act. We may charge a small fee for this service and will respond within the timescales laid down in the Data Protection Act.

If you wish to have access to your file or want more information about the Association, please contact your Housing Officer.

1.6 Confidentiality

All staff work to a Code of Conduct and are aware of the importance of GDPR and confidentiality. Information held about tenants by the Association will not be given to anyone who does not need it and have a right to know.

Please be assured that Members of the Board do not receive information that identifies individual tenants.

1.7 Equal Opportunities

The Association is committed to equal opportunities and we have an Equal Opportunities Policy.

2.0 OUR SERVICES

2.1 Contacting Us

The Association's office is at: **Stirling Road, Doune
Perthshire, FK16 6AA**

Tel: 01786 841101

Fax: 01786 841180

Email: enquiries@rsha.org.uk

Web : www.rsha.org.uk

The office is open to the public from 9am to 5pm Tuesday to Thursday.

Staff work from home Mondays from 9am to 5pm and from 9am to 4pm on Friday throughout the year.

The office will be closed during public holidays.

All planned closures will be notified in advance either by newsletter, by letter or in the local press.

If you have any queries or need help please contact the Doune office where all staff responsible for delivering the day to day service are based. They can help you with queries concerning:

- Repairs;
- Applications and improvements to your home;
- Paying Rent;
- Advice on housing and welfare benefits, budgeting and debt;
- Changes to tenancy;
- Neighbour complaints;
- Moving to another house;

An answer phone is in operation when the office is closed. Please leave a message for the staff who will return your call at the first opportunity.

An out of office hours **emergency repairs** service is provided and in the event of a genuine emergency you should call **Logie Builders 0131 608 1445** for general emergency repairs or **Saltire** for gas systems, heating or hot water on **0845 606 1555**.

2.2 Customer Care

The Association aims to provide you with a high-quality housing service.

Our Housing Officers deal with housing management or estate management issues for your particular area and you will be given their name when moving in, if you haven't already met them by then.

If you contact the office to speak to your Housing Officer, they may not always be available however a message will be taken and they will contact you at the first opportunity. We aim to reply within 24 hours. Our Officers can also visit you in your home by prior arrangement, outwith normal office hours if that is preferred.

The Association uses tradesmen and building firms to carry out repair work. All of these firms have been assessed against the criteria for admission to our Frameworks and all have to operate to a Code of Conduct when working in tenant's homes. Their performance is regularly monitored and we will also ask you to complete a customer satisfaction form upon completion of every repair.

We aim to provide the best possible service to tenants and other customers when people contact us by telephone, call at the office or are visited at home.

This is what you can expect from all members of staff and others who work on our behalf:

- You will be treated with courtesy and respect;
- You will receive a prompt response and a professional service;
- Any problems you raise will be dealt with patiently and sensitively;
- All personal information you provide will be treated in confidence;
- Staff will follow our equalities policy - so that everyone receives a fair service from us.

If at any time you are not satisfied with the service you receive, please refer to items 2.5 and 2.6 below on Giving Us Feedback and the Complaints Procedure for further information around this.

2.3 Setting Service Standards

The Association agrees policies and procedures that set out the standards we want to achieve in different areas; for example how quickly we should carry out repairs, and what we will do to ensure repairs are carried out to a good standard.

We believe an important part of ensuring that the policies and standards that we set are the right ones is to provide tenants with the opportunity to influence these decisions.

The following section explains the different ways in which we do this.

2.4 Tenant Consultation and Participation

The Association aims to work closely with its tenants to ensure that value for money is achieved in all the services we offer. The Housing (Scotland) Act 2001 creates a legal framework for tenants with a Scottish Secure Tenancy (SST) or Short Scottish Secure Tenancy (SSST) to take part in the way their housing is managed.

This means that the Association **must** consult with you on:

- Housing management, repairs and maintenance services;
- Rents and service charges;
- The tenant participation strategy.

Our aim is to provide real opportunities for tenants to have their say on matters that affect them. A Tenant Participation strategy has been developed through consultation with tenants. Copies are available on request.

Some of the key features of the Tenant Participation Strategy are:

- Giving tenants regular information about services and any proposed changes. Eg our newsletter Rural Matters is issued at least 3 times per year;
- Holding regular Tenant's Gatherings that provide an opportunity for interested tenants throughout the area to meet with the Association Staff to discuss housing management policies and services. Look out for dates of meetings in the newsletter;
- Providing assistance to any group of tenants wishing to set up a tenants' association;
- Maintaining a database of tenants interested in being sent more detailed information about proposed policy/service changes in order to provide comment and influence change. If you want to be added to this list, please let us know;
- Carrying out surveys to identify how satisfied tenants are with aspects of our services;
- Encouraging tenants to stand for election to the Board, providing any training and support required to help them fulfil this role.

In addition, staff will always be happy to call at your home if you have a particular matter you wish to discuss.

2.5 Giving Us Feedback

If you have any *comments, complaints or compliments* to make about the Association or its services then please let us know. We aim to treat all comments, and complaints positively because these give us important feedback on how the Association is performing and how we can improve our service. We share your compliments with the whole staff team and our Contractors if appropriate.

We formally record all such complaints raised and will send you an acknowledgement within 3 working days. This will include full details of the Association's Feedback and Complaints Procedures. We aim to give you a written response to your stage 1 complaint within 5 working days of you first raising the issue with us.

Any staff member receiving or dealing with your complaints will do so in a positive way. You can expect to be dealt with sympathetically and in confidence.

In the first instance you should usually contact the member of staff who has been dealing with the matter. If you are not comfortable about involving the staff member in question, you can contact the Housing Services Manager or CEO to discuss your complaint.

Regular updates on the complaints recorded and upheld are given to the Board (without tenants' names), the action we have taken in response and any other lessons learnt from the issue. We provide a report on this to tenants through the Newsletter and in our Annual Report.

2.6 The Complaints Procedure

We aim to provide a high-quality service. However, there may be occasions when you are not happy with the level or quality of service, and it has not been possible to resolve it through the steps outlined above.

If you are unhappy with the response you have received to your Stage 1 complaint, then you should tell us as soon as possible, preferably in writing, setting out the reasons for your dissatisfaction.

We will treat this as a Stage 2 complaint, a senior member of staff will investigate further and, on most occasions, will respond within 20 working days. There may be times when we have to extend this investigation period.

If you remain dissatisfied with our response following a Stage 2 complaint, you can take your complaint to the Scottish Public Services Ombudsman (SPSO). The Ombudsman would normally expect you to have followed the Association's Complaints Procedure before contacting their office.

The Ombudsman will carry out an independent investigation to try to resolve the situation. Where justified, the Ombudsman will seek redress for complaints, identify failings in the Housing Association and help to improve them.

Leaflets describing this service are available from the Association or directly from:

In Person:

SPSO
Bridgeside House
99 McDonald Road
Edinburgh EH7 4NS
Freephone: 0800 377 7330

By Post

Freepost SPSO

Online contact www.spsso.org.uk/contact-us

Website: www.spsso.org.uk

Mobile site: <http://m.spsso.org.uk>

3.0 YOUR TENANCY

We hope that you will find the following general information about your tenancy useful. This is not a legal document. Please refer to your tenancy agreement which gives a more detailed description of your rights and responsibilities as a tenant. If at any time you require a fresh copy just let us know.

If you need further information on any other aspect of your tenancy, please contact your Housing Officer.

3.1 Scottish Secure Tenancy

You are a Scottish Secure Tenant (SST), under the terms of the Housing (Scotland) Act 2001. You have “security of tenure” and are protected by law as long as you occupy the property as your only or principal home.

Your tenancy can only be brought to an end in one of the following ways:

- The tenant, and any joint tenant, gives the Association at least 28 days notice in writing of an intention to end the tenancy.
- By written agreement between the tenant, any joint tenant, and the Association.
- By an order granted by the Courts.
- By you abandoning your home. If we believe that you have abandoned your tenancy, we will make some checks then serve Notices on you and follow the legal steps to recover the property;
- By your death, unless the tenancy passes to someone else by “succession”;
- By converting the tenancy to a Short Scottish Secure Tenancy where you have behaved in an anti-social manner or served with an Anti-Social Behaviour Order.

3.2 Enforcing Tenancy Conditions

Breaking the conditions of your tenancy can be a serious matter and can ultimately put your home at risk. For example if you have rent arrears and are not keeping to a repayment agreement or there is evidence of anti-social behaviour we will make various attempts to contact you and resolve the problem but may take further action. This could lead to us seeking a Court repossession order.

We will seek to evict you only as a last option after trying to contact you to resolve any problems. If we are considering Court action, we will send a legal Notice to you, any joint tenant and anyone else aged over 16 years.

If you are in breach of your tenancy agreement it is vital that you continue to communicate with us at all times to help resolve the situation.

3.3 Changes to the Tenancy or Household

Your tenancy agreement gives you the right to request certain changes to your tenancy. You must ask us in writing if you want any of the following:

- take in a lodger;
- add a joint tenant to the tenancy;
- sublet part or all of your house;
- assign the tenancy (pass on the tenancy to someone else);

- carry out a mutual exchange;

You must first get our written permission.

To apply for our permission you must tell us in writing:

- The details of the proposed change including who you want to sublet or assign or give up possession to, take as a lodger or joint tenant or exchange with (and the address of the house involved);
- The amount of rent and any other payments (including a deposit) you propose charging (if any); and
- When you want the subletting, lodging, assignation, giving up of possession or exchange or change in tenancy to take place.

Joint Tenancy

From 1 November 2019 if you want another person to be a joint tenant, the house must have been the only or principal home of the person who is to become a joint tenant for at least 12 months immediately before the date of your written request and you, a joint tenant or the person you now wish to become a joint tenant must have notified us of them moving into the house.

The person you wish to add as a joint tenant, and any existing joint tenants must apply to us in writing along with you.

The length of time the person you want to add as a joint tenant must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

Sub-letting

From 1 November 2019 if you want to sublet all or part of the house, the house must have been your only or principal home for at least 12 months immediately before the date of your written request to sublet the house to someone else. If you were not the tenant throughout that period, the house must have been your only or principal home during those 12 months and the tenant must have told us that you were living there.

The length of time the person who wants to sublet all or part of the house has been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

Assignation

From 1 November 2019 if you want to assign this tenancy to another person, the house must have been your only or principal home during the 12 months immediately before the date of your written request to assign the tenancy to someone else.

In addition, the person who you wish to assign your tenancy to must have been living in the house as their only or principal home for at least 12 months before the date of your written request and you, a joint tenant or the person who you now wish to assign the tenancy to must have notified us of them moving into the property. The length of time the person you want to assign this tenancy to must have been living in the property starts from the date we are notified that the person is living in the property as their only or principal home.

We will not unreasonably refuse permission for an assignation, subletting, joint tenancy, giving up of possession or taking in a lodger request.

Reasonable grounds for refusing permission include the following:

- We have served a notice on you warning that we may seek eviction on certain grounds because of your conduct;
- We have obtained an order for your eviction;
- It appears that you propose to receive a payment or an unreasonable rent or deposit;
- The proposed change would lead to the criminal offence of overcrowding;
- We intend to carry out work on the house (or the building of which the house forms part) which would affect the part of the house connected with the proposed change.

From 1 November 2019 we will have the following additional reasonable grounds for refusing permission for an assignation, subletting or joint tenancy request:

- We have not been notified that the relevant person has been living in the property as their only or principal home;
- The relevant person has not been living in the property for the required 12 month period;
- For assignation requests additional grounds for us refusing permission are:-
 - if the proposed assignee would not be given reasonable preference (priority) in terms of our allocations policy;
 - if the house would be under-occupied as a result of the assignation.

These examples do not in any way alter our general right to refuse permission on reasonable grounds.

If we give permission, you cannot increase the rent or other payments made to you by the other person unless we give our permission.

You must tell us within 28 days if there is any change in who is living in your home. If you are on housing benefit you must also inform Stirling Council Housing Benefit department. If you are on Universal Credit, you must also inform the Department for Work and Pensions via your journal or local job centre.

You must not allow your house to become overcrowded as a result of people moving into the house. If overcrowding develops because more children are born, we will help you apply for a transfer to a larger house.

3.4 If a Relationship Breaks Down

The Matrimonial Homes (Family Protection) (Scotland) Act 1981 gives various rights to a tenant's spouse when a relationship is breaking down.

The law is complex and we recommend that you take advice by contacting us and one or more of the following agencies: Citizen's Advice Bureau, Shelter, a solicitor or Women's Aid.

This handbook can only give a brief outline of the legal position, as follows.

- If your marriage has broken down you still have the right to occupy the house, even if the tenancy is in your partner's name.
- If you are not married but living as a couple and do not have the tenancy in your name or joint names you do not have an automatic right to stay in the house. You

must apply for the right via a Court of law. We can also give advice on re-housing options.

- If you do end up leaving the home, you should contact us and Stirling Council's Homeless Service (Housing Options Team) for advice about your housing options. You may be entitled to either temporary or permanent re-housing under the Homelessness (Scotland) Act 2003.
- If you are experiencing or threatened with verbal or physical abuse or other conduct that is damaging or unacceptable there are other legal steps you can take. You can also apply to court to get the tenancy transferred into your name. Please contact us, Women's Aid or other agencies mentioned above for further advice.

3.5 If the Tenant Dies

A tenancy ends with the death of the tenant but certain people living in the house at the time may have rights to take on the tenancy e.g. any surviving joint tenant, spouse and in certain situations other members of the household over 16 years of age and carers who gave up their own homes to look after the tenant prior to the death.

From 1 November any person wishing to succeed to the tenancy must have occupied the house as his/her only or principal home for at least 12 months immediately before the death of the tenant.

Full details of who may be eligible to succeed, and when, are given in your tenancy agreement and in all cases the Association should be approached for more information and clarification.

3.6 The Right to Buy

As from 1st August 2016, the Right to Buy was abolished for all housing association tenants - as set out in the Housing Scotland Act 2014.

3.7 Ending Your Tenancy and Moving Out

When preparing to leave your current home it is essential that you take the proper steps to end your tenancy. If you do not, you may find that you continue to be liable for rent payments, other charges (Council Tax, fuel bills) and any other costs associated with us recovering the property and restoring it to a lettable condition.

You (and any joint tenant) MUST:

- Give us 28 days written notice of your intention to end your tenancy;
- Ensure you are up to date with your rent payments or make a repayment agreement;
- Leave the property in a good and re-lettable condition;
- Ensure the house is clean and all possessions, rubbish etc removed from the property and garden;
- If the property has a card meter, ensure that the meter is in credit on the last day of your tenancy;
- Return all sets of keys by the date of the end of tenancy.

We will arrange to inspect the property before the end of your tenancy. You should leave us with a note of your forwarding address. It is also helpful if you will allow a prospective new tenant to view the accommodation before you leave.

4.0 THE RENT WE CHARGE FOR YOUR HOME

4.1 How Your Rent is Set

The Association aims to charge rents that are affordable to our tenants, particularly those on low incomes, and to cover the costs of managing and maintaining our properties. We also need to cover the costs of repaying loans taken out to build the houses and to set aside enough money for future repairs and improvements.

The rent for each house takes account of the size and type of property and any amenities, improvements or adaptations we have provided.

The rent is reviewed annually by the Association, in accordance with our Rent Policy (a copy is available from the office on request). We will consult you about any proposed increase and will have regard to your opinions before we make our decision. You will be given at least four weeks notice of any increase that will apply from the 1st April each year. We will notify the housing benefit office of this change and any housing benefit payments should be amended automatically, assuming your circumstances have not changed in other ways.

If you claim Universal Credit, it is important that you report the increase in rent after 1st April, however, you cannot report the change before this date. You should aim to do this as soon as possible after the change takes place, as Universal Credit do not backdate changes which are reported in subsequent assessment periods.

4.2 Landscape Maintenance Service

The Association provides a basic grass cutting, weeding and litter-picking service for all communal and shared garden areas. The exception to this is where local arrangements are in place to self-manage or Factors have been appointed by a Private Developer. The cost of providing this service is included in your rent and reflects the actual level of work carried out within individual housing developments.

4.3 How to Pay Your Rent

Your rent is due monthly in advance on or before the 1st of each month. You can however choose to pay weekly or fortnightly if this suits you better. There are a variety of ways that you can pay your rent.

- By direct debit or standing order from your bank account – forms are available from the office.
- By using your **allpay** card (we can order this for you if you ask for one) at a post office or any shop/ garage where you see the paypoint or payzone sign.
- You can make a secure payment using your bank debit card by contacting 0844 557 8321 and quoting your Allpay card reference number or by contacting us at the Office.
- Make secure payments using your bank debit card by logging on to www.allpay.net .

If you qualify for full housing benefit, i.e. covering all of your rent, then this will normally be paid direct to us. If it is not paid direct to us, you can ask for this to be paid direct to us. If you receive the housing component of Universal Credit you can contact us to set up a direct debit for your monthly rent or ask for this to be paid direct to us via your journal or.

Please note that we prefer not to take cash at the Office as we don't carry change.

If you have any queries about making rent payments, please contact the Housing Officer.

4.4 Help with Your Rent (Housing Benefit or Universal Credit)

If you are on a low income you may be entitled to receive Housing Benefit or Universal Credit. Housing Benefit is a government subsidy administered by Stirling Council which helps people who are on lower incomes to pay their rent. If you receive Income Support or Job Seekers Allowance, under most circumstances you are entitled to maximum Housing Benefit. If you are on any other benefits, including pensions, or on a low wage you may also get a contribution paid towards your rent.

Universal Credit is the benefit which replaced, income based Job Seekers Allowance (JSA), income related Employment and Support Allowance (ESA), Working Tax Credits, Child Tax Credits and Income Support. If you previously would have been entitled to one of these benefits the housing element that covers your rent (previously Housing Benefit) will form part of your Universal Credit entitlement. You must apply online at <https://www.gov.uk/universal-credit>. Universal Credit is managed by the Department for Work and Pensions (DWP) rather than the Local Authority.

If you have any queries about housing or other welfare benefits please do not hesitate to contact this office and speak to your Housing Officer or our Income Maximisation Officer. They can also help you make a claim and provide advice on what you need to do to avoid missing out on entitlement.

Any delay in applying for Housing Benefit or Universal Credit may mean a loss of benefit. If you are not sure if you qualify for one of these benefits the advice is always to make a claim. Speak to our own Income Maximisation Officer to find out which one you should be claiming.

Any claim for Housing Benefit or Universal Credit is your responsibility. It is important that you reply to all correspondence from Housing Benefit and inform Housing Benefit of any changes in your circumstances, or you may risk losing your benefit. If you are on Universal Credit you must inform the DWP of any changes as soon as possible through your journal.

Both benefits can be paid to the Association or directly to you if you request it. Housing Benefit payments are made every 4 weeks (13 times a year) rather than calendar monthly, so throughout much of the year your rent account will show a small technical arrear until the "catch-up" payment is received from Housing benefit. We make allowances for this. Payments of Universal Credit are usually made to us for the full month, but we do not receive this until the next month or quite often not until 2 month's time.

4.5 Council Tax

You are responsible for payment of the Council Tax on your property and for any dealings with Stirling Council regarding this. You can claim a Council Tax rebate using the same form as for housing benefit. Please note that if you live alone you are entitled to a discount of 25%. If you are a student, you are usually entitled to a 100% discount.

If you require information on the Council Tax, you should ring the number given at the back of this handbook.

4.6 Difficulties in Paying Your Rent (Do's and Don'ts)

What You Should Do If You Are Having Problems Paying Your Rent

DO

- Contact and discuss the problem with your Housing Officer immediately;
- Agree, and keep to, a reasonable repayment agreement to pay your rent and reduce arrears;
- Let our Income Maximisation Officer work with you to look at budgeting and your possible entitlement to housing and other welfare benefits.

DON'T

- Hope we won't notice;
- Tell a friend and ignore us as your landlord;
- Pretend it will sort itself out.

Please remember that it is your responsibility to keep your rent account up to date. Although we will take a sympathetic view if you are experiencing difficulty in paying rent, we must still maximise the income we receive and as such we will take action against any tenant who does not pay their rent or maintain arrangements to repay rent arrears.

Non-payment of rent is a serious matter and one of the grounds under which the Association can seek to recover possession of a property from a tenant. Don't risk being evicted when we may be able to help.

Rent arrears may also prevent a transfer or mutual exchange application.

4.7 Money Advice

The Association employs An Income Maximisation Officer (IMO) who can help if you are having financial difficulties. The IMO can offer advice on budgeting, contacting creditors, managing your debts and making sure that you are claiming all the housing and welfare benefits you are entitled to. This service is free and confidential. Please contact us for more information on how the IMO can help you.

Alternatively, you can also contact Stirling Council's Money Advice Service and the Citizens Advice Bureau for independent advice and help (telephone numbers are given at the end of this handbook).

5.0 REPAIRS AND MAINTENANCE

5.1 Whose Responsibility Is It?

The rent you pay includes a contribution towards the cost of repairs and maintenance. Your tenancy agreement gives details of those, which the Association will repair and maintain. These include the structure and exterior of your home, drains, gutters and external pipes, gas and plumbing systems, baths, basins and toilets, and the heating and hot water supply equipment.

The Association will put right damage to Association property caused by storms, flooding, fire, break-in or vandalism but, in the case of the last two examples, you must report the damage immediately to the Police as well as the Association, so that an insurance claim can be made to cover the cost of the repair.

Accidents do happen, we understand that. If a repair is needed because you or a member of your household, or one of your visitors has damaged the property then it is usually up to you to get the repair done and to pay for it.

We will carry out a repair if the damage was done by vandals, but you need to report this to the Police first and ask for an incident report slip or number. Sometimes we will do the repair and send you a bill for the work.

There may be some minor repairs which you may prefer to carry out yourself (e.g. – refitting a door handle) but if you do so, you must complete the job safely and to our required standards. If you have any queries or would like some advice before carrying out repairs, please contact the Technical Services Officer. If you want to make an alteration to your home, you must request and complete an Alteration Request Form and have this authorised by the association prior to undertaking the works.

As part of your Tenancy Agreement, you have specific responsibilities to maintain the condition of your home and contribute to keeping up the appearance of your neighbourhood and property.

Internal decoration is up to your own individual choice as long as it is kept to a high standard and to our satisfaction. However you are **not** permitted to paint veneered doors, smoke detectors, radiators/storage heaters, kitchen units or external communal fencing.

If you are the first occupant of a newbuild house or flat, we ask you not to erect wallpaper for the first year so that any settlement cracks can be filled at the end of the 12months defects liability period.

The following tables outline what the Association is responsible for and also what you are responsible for.

**** Where you see these asterisks, it means that the Association will only carry out repairs on these items when a property is vacated for a new tenant, or as part of a planned maintenance programme, or if it is included in your service charge.**

5.1.1 Bathroom

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Blocked drainage	✓	
Bath	✓	
Shower unit / fittings (belonging to Rural Stirling)	✓	
Shower unit / fittings (belonging to tenant)		✓
Toilet seat		✓
Toilet cistern	✓	
Toilet bowl	✓	
Wash hand basin	✓	
Plugs and chains		✓**
Taps and washers	✓	
Non-slip flooring		✓**
Towel rails and toilet roll holders		✓**

5.1.2 Kitchen

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Kitchen units and worktops	✓	
Sink bowl and drainer	✓	
Cooker		✓
Fridge / freezer		✓
Cooker control unit	✓	
Washing machine (WM) and fittings		✓
Tumble drier (TD) and fittings (unless provided)		✓
Plumbing / venting for WM / TD		✓
Blocked drains	✓	
Plugs and chains		✓**
Taps and washers	✓	

5.1.3 Doors

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Letterbox	✓	
Door bell batteries		✓
Door bell on electric circuit	✓	
Outside (front or main) door, hinges, frames, handles	✓	
Internal doors, handles, latches, hinges, doorstops	✓	
Stair entry door	✓	
Door chain		✓**
Door name plates		✓
Keys and replacement locks		✓**
Lock repairs	✓	
Glass in doors and screens	✓	

5.1.4 Windows

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Glass in windows	✓	
Window frames	✓	
Window fittings, catches, ropes, handles	✓	
Window locks	✓	
Window sills	✓	
Ventilation strips	✓	
Curtain Rails and Curtain Poles		✓

5.1.5 Electricics

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Electric sockets	✓	
Pendant light holders and roses	✓	
Extractor fans / mechanical ventilators	✓	
Electric plugs and fuses		✓
Smoke detectors (mains operated)	✓	
Smoke detectors (battery operated)		✓**
Light switches	✓	
Water immersion heater	✓	
Electric fires (where provided)	✓	
Storage heaters	✓	
Individual TV aerials and sockets		✓
Communal TV aerial and socket	✓	
Wiring and circuits (including repair but not resetting of MCB and mains fuses)	✓	
Common stair lighting	✓	
Light bulbs and strip light tubes/lamps? (internal)		✓
External lighting to development	✓	
Lights at house back / front doors (excluding bulbs)	✓	

5.1.6 Heating

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Electric storage heaters	✓	
Panel heaters and fan heaters	✓	
Gas central heating system	✓	
Gas water heating system	✓	
Radiators, thermostats, timers, boilers and pumps	✓	
Solid fuel fireplaces and fires	✓	
Fireplace tiles		✓**
Gas fires, electric focal point fires (where provided)	✓	
Gas pipes, hot and cold water tanks	✓	

5.1.7 Inside the House

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Water pipes, stopcocks, valves and drains	✓	
Hot and cold water storage cylinders	✓	
Cupboards	✓	
Ceilings	✓	
Floors – timber, chipboard, concrete and tiles	✓	
Floor coverings – carpet, vinyl		✓
Skirtings	✓	
Stair banisters	✓	
Internal stairs	✓	
Decoration		✓
Loft hatches	✓	
Plasterwork / board	✓	
Rails and shelving in store cupboards		✓

5.1.8 External Structure and Areas

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Down pipes (rain and soil)	✓	
Gutters	✓	
Foundations, damp-proofing	✓	
Fascia boards, soffits, overhangs	✓	
Render, roughcast, external brickwork	✓	
Porches	✓	
Steps to entrances	✓	
Walls	✓	
External decoration	✓	
Communal stairs and entrances; floor and wall finishes	✓	
Handrails	✓	
Overflows	✓	
Roof – slates and tiles	✓	
Balconies	✓	
Chimney repairs	✓	
Chimney sweeping		✓
Fencing and walls	✓	
Garden paths and footpaths (where provided)	✓	
Gates and handrails	✓	
Garden sheds / greenhouses		✓
Car ports and garages (where provided by RSHA)	✓	
Parking areas (not adopted by the Council)	✓	
Bin stores and drying area	✓	
Rotary driers - communal	✓	
Rotary driers - houses		✓
Rotary driers – replacement ropes (communal)	✓	
Rotary driers – replacement ropes (houses)		✓
Clothes poles - communal	✓	

Clothes poles ropes		✓
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5.1.9 Services

<i>Item</i>	<i>Who is Responsible?</i>	
	Rural Stirling	Tenant
Fire alarm systems (see 4.1.5 – Smoke detectors)	✓	
Communal TV aerials	✓	
Individual TV aerials		✓
Lifts	✓	
Furnishings and equipment (where provided)	✓	
Internal window cleaning		✓
External window cleaning		✓
Grounds maintenance	✓	
Private Garden maintenance		✓
Stair cleaning (tenant's responsibility unless the service is provided)		✓

5.2 Decoration

The Association will redecorate the outside of your home, and any staircases, corridors or communal hallways shared by tenants in blocks of flats, at regular intervals. If you wish to carry out any decoration to the outside of your home, you must first obtain the Association's permission.

You are responsible for keeping the inside of your home in good decorative order.

5.3 Floor Coverings

If you are laying foam-backed carpets, an underlay must be used. Without one, these carpets will stick to the floor making it difficult to take them with you when you move.

If you wish to install overlay flooring, including laminate flooring, ceramic tiling or any other such fixed flooring you must ask the Association for permission by completing an Alteration/Improvement Request Form, as we may have certain conditions that have to be complied with before allowing you to carry this out.

Laminate flooring will not be permitted in upper floor flats, although we may allow you to fit linoleum or other fixed flooring in bathrooms and kitchens where carpeting is impractical.

5.4 How to instruct a Repair

If the Association is responsible for a repair, you should report it to the office and we will arrange for the work to be carried out within specific timescales. Please give as much detail as you can about the nature of the problem. You can also report a repair by visiting our website.

It is also necessary for you to tell us when workmen will be able to gain access to your home, so that we can arrange an appropriate time for the work to be done. We may also ask you to e-mail us photographs.

24 hours notice should be given to cancel contractor appointments or failed visits may be recharged.

All maintenance work is carried out by our Framework Contractors who are required to meet the following response time targets:

Emergency Repairs

Within 4 hours of notification to remove source of direct hazard to life or property (e.g. fire, gas escapes). Where services are affected, these must be restored within 24 hours (excluding power cuts or fractured water mains in street).

If an emergency repair is required outwith office hours, you should ring the Out of Hours Emergency Service operated by **Logie Builders - 0131 608 1445**. Emergency means that there is a risk to the property or to life. Please think carefully before you use the out of hours service, as the service is for EMERGENCIES only.

Emergency Gas Repairs should be reported to **Saltire on 0845 606 1555**.

If you call out the emergency Contractors to a non-emergency repair, you may be re-charged the cost for this.

Urgent Repairs

An urgent repair can be more difficult to define and may depend on the type of property or the time of year. This is where prompt attention is needed to prevent any deterioration to property or undue risk or inconvenience to the tenant. We aim to carry out repairs in this category within 3 working days.

Routine Repairs

These are minor defects which may cause some inconvenience but where it is not essential to carry out an immediate repair. Examples are most internal joinery work, plaster and building repairs. We expect all routine repairs to be completed within 10 working days.

Our Technical Services Officer, wherever possible, may inspect some works that need repaired prior to instructing a Contractor. They may also check on work that has been carried out before authorising payment to the Contractor. You might be asked to sign the Contractor's copy of the works order to confirm the contractor has attended.

5.5 Right to Repair

The Right to Repair Scheme covers certain repairs known as 'qualifying repairs'.

If the repair you report is a qualifying repair we will write to confirm this and tell you how long it will take to carry out the repair, explain your rights under the scheme and give you the details of the contractor who will carry out the repair along with the details of one other contractor.

If the qualifying repair is not completed within the timescale provided, you have the right to instruct the other contractor to do the work. Before doing this, please contact us so we can

check if there are any exceptional factors that mean the original contractor cannot get the work done. In this case the time limit for carrying out the repair may be extended.

You may also be eligible for compensation subject to a maximum amount of £100. Exceptions to this are where the repair value is greater than £350.00 (the scheme only applies to small urgent repairs), a part requires to be ordered before the repair can be completed or access has not been available for the contractor.

Currently the Association's normal completion times for repairs would mean that a qualifying repair would be carried out sooner than the timescales stipulated by legislation.

5.6 What to do in an Emergency

5.6.1 Gas

If you smell gas:

- Do not turn electric switches on or off;
- Do not smoke;
- Do not use naked flames;
- Do not use your mobile phone in the property;
- Turn off the gas supply at the meter and all gas appliances;
- Open doors and windows to get rid of the gas;
- Call Scottish Gas Networks immediately on **0800 111 999** (free call).

If you do not know where your meter is, your neighbour may be able to advise. If not, you should contact the Association. In any case, you should advise the Association of any incidents as soon as possible.

If you have no heating or hot water from your gas boiler, please call Saltire Gas out of hours line on 0845 606 1555.

5.6.2 Water

If you have a burst pipe or blocked drain, or if the water supply fails, telephone the Association straightaway at the office or use the out of office hours emergency number. Be sure that you know the location of your stop valve, so that you can turn off the water supply if necessary. Let the Association know about any incidents as soon as possible.

If you have not been occupying your home or have just been given the keys, you should run all of your taps and shower for a least 5-10 minutes on your return to fully flush any stagnant water from the system. Please don't adjust the thermostat settings on your boiler. This is important to prevent the growth of Legionella bacteria which can cause serious health issues. You should receive a copy of our leaflet about Legionnaires Disease in your sign-up pack.

5.6.3 Electricity

If the electricity supply fails or if you receive an electric shock from any fitting, switch off the electricity at the mains and call the Association straight away. If you cannot contact the Association, call Scottish Hydro Electric on **0800 300 999** (free call) and let the Association know as soon as possible.

5.7 Some Common Problems – How Can You Help

If you are not confident about any of the procedures listed below, please contact our Maintenance Officer who will be happy to advise. In any case please advise the Association if, in cold weather, you plan to be away from home for more than a few days.

5.7.1 Frost Damage

To avoid the danger of pipes becoming frozen and then bursting, ensure that your home is kept warm in cold weather. If you are going away from your home in winter, you should leave your central heating on at the lowest setting.

If you do not wish to do this, you should turn off your water supply at the stop valve and turn the taps on to drain off the water from the system. If you have water-filled radiators, you should also arrange for a plumber to drain these down.

Ensure you know where the stopcock of the cold water supply is. It is normally below the kitchen sink or at floor level in the bathroom. This allows you to turn off the water in an emergency.

5.7.2 Condensation

Condensation occurs when warm moist air reaches a cold surface and deposits some of its water on the surface. Excessive condensation can cause dampness.

To avoid condensation, ensure that your home is kept warm and well ventilated. It is especially important that the kitchen and bathroom, and any room where you regularly dry clothes is kept well ventilated.

5.7.3 Fuses and Circuit Breakers

If more than one light or electrical appliance fails at once, a fuse in your main circuit may have tripped. This may have happened because you have been using a faulty piece of equipment, or have overloaded a socket, or simply because a bulb has blown, and you should look round for the cause of the fuse blowing. If you do not know how to re-set a main fuse, you should call the Association and we can talk you through this.

All of the Association's properties are fitted with a circuit-breaker fuse system. If a circuit becomes overloaded, a switch in the fuse box is tripped and the electrical circuit is broken. Check all electrical appliances to look for the cause of the fuse tripping.

Once you have found and corrected the cause of the overloading, reset the switch to reconnect the circuit. If the switch is tripped again, and you are unable to locate the cause, please inform the Association.

5.7.4 Smoke Alarms

All our properties are fitted with a smoke alarm. This will give you an early warning by making a loud noise if fire breaks out. (We can provide a different type of alarm for tenants who have hearing difficulties – please ask our Housing Officer for details.)

You should not:

- **Disconnect your alarm**
- **Move it**
- **Remove the battery (unless replacing it with a new one)**

Check your alarm at least once a month to make sure it is working properly. You can do this by pressing or holding the test button until the alarm sounds. Many of our properties now have mains powered alarms. These do not require battery replacement. However, many are also fitted with battery back ups. The battery should be changed in these smoke detectors once a year or when the battery “chirps”.

It is also recommended that you have a fire escape plan for your home that all of the occupants are clear about. Practise this regularly – a few seconds saved can save lives.

Scottish Fire & Rescue posters are erected in all common stairs, sharing advice about what to do in the event of a fire. Please take the time to read these. For further information and good advice try visiting the Fire & Rescue Service website on:

<https://www.firescotland.gov.uk/your-safety/for-householders/in-an-emergency.aspx>

During the course of 2020-2021 we will be carrying out upgrades to Fire Safety equipment to bring them up to the new standard. Our Contractor SST anticipates starting back to work mid-late August and will contact households directly for access.

5.8 New Property

If you are the first tenant of a new property, repair requests in the first year will be passed to the Main Contractor who built your house as they are required to carry out repairs resulting from building defects during that period. Urgent items will be dealt with at the time of reporting but minor items will normally only be attended to when the first year ends.

Repairs, which are not the result of defects, will be carried out by the Association’s Maintenance Contractors.

If you are the first tenant in a newbuild property you must not decorate, until the defects reported after the 1st year have been completed by the contractor who built the house.

6.0 LIVING IN YOUR HOME

6.1 Household Rubbish

You are solely responsible for ensuring that your wheelie bin and any recycling bins / boxes are put out for collection no earlier than the evening before the day of collection and returned to the designated area as soon as possible after collection.

If you live in a development with a communal bin store, remember that you are still responsible for ensuring that your refuse is put out for collection at the correct time each week.

Large items, such as furniture or mattresses must be collected by special arrangement and you should contact Stirling Council on 01786 40 40 40.

A standard bulk uplift (up to 5 household items, or 6 if one is a fridge) costs around £45. An additional fee of £45 will be charged for up to five more items.

Domestic fridge freezers are collected free of charge.

If all members of the household are over 60 years old Stirling Council will collect up to two bulky uplifts, free of charge each year. Only one exempt uplift can be booked at a single time and any additional uplifts will be chargeable.

6.2 Gardens and External Areas

If you have a garden for your own use then you are responsible for keeping it well maintained, in accordance with your tenancy agreement. The Association wants to encourage tenants in this respect and each year runs a garden competition.

The Association maintains any shared garden and communal areas around your home but if you would prefer to look after part of the communal gardens, please contact your Housing Officer.

Tenants should ensure that the area immediately around their home is kept tidy and items of furniture etc should not be stored outside the house.

6.3 Improvements

You have the right to carry out improvements to your home, but you must get the Association's permission before you carry out any work. Alterations that would make your home less safe or would reduce its value will not be given consent.

By improvement, we mean any alteration or addition to your home, including the following:

- any addition or alteration to the Association's fixtures and fittings, or to do with the services provided, e.g. putting in a new kitchen sink, laying laminate or tiled flooring.
- putting up a radio or TV aerial, satellite dish or receiver, or fitting an outside tap.
- carrying out external decoration.

In all cases we will require the work to be carried out to the proper standard and indeed we may request that only qualified tradesmen can undertake the improvement.

Improvement works will not be taken into account in determining rent levels. Please note that where alterations are carried out without permission, you may be required to restore the property to its original condition.

6.4 Right to Compensation for Improvements

If you carry out certain types of improvements eg fitting a new kitchen/bathroom with our consent, you may be able to claim compensation towards the cost at the end of your tenancy. Compensation is calculated in a way set out by the Scottish Housing Regulator, with some conditions, such as providing original invoices of the cost of the work and fittings.

Compensation can only be claimed by submitting a written request between 28 days before the end of tenancy date and up to 21 days after. Please contact the Technical Services Officer or your Housing Officer if you require further information.

6.5 Adaptations to Help You Continue to Live in Your Home

If you require your home to be adapted in some way, for example a handrail or ramp at the entrance to your home, or a shower unit in place of a bath, the Association can often do this through an Adaptation Grant Award from the Scottish Government. Your application to the Association for such an adaptation would require to be based on specialist written advice, usually that of an Occupational Therapist or your GP.

Funding for such adaptations is made annually and, as this may get used up quickly, sometimes requests have to be put on a waiting list until more funding is made available.

If you have difficulty in using or dealing with any areas of your home, or the fittings provided in it, please contact your Housing Officer who will advise you what you need to do to make an application to have your home adapted to suit your needs.

6.6 Security

You should always ensure that your house is locked up and windows are secured before you leave home. Remember to cancel any newspaper and milk deliveries etc when you go on holiday. If you intend to be away from your home for more than 2 weeks and your property will be unoccupied during this time, you should notify your Housing Officer.

Beware of any caller who tries to gain access to your home without being able to produce proof of his/her identity.

6.7 Keys and Locks

Make sure that you have a spare key, which is kept in a safe place. It will be expensive for you, if you have to break windows or force a door if you lose or forget your key.

If you wish to fit any additional lock to your front door, you will require the Association's permission to do so.

6.8 Loft Space

The loft roof space must not be accessed. Storage of personal items is not permitted under any circumstances.

Any damage caused to the loft/roof space or ceilings of rooms below will be recharged.

Clearance of any personal belongings from the loft/roof space will be recharged.

6.9 Home Contents Insurance

The Association's buildings insurance only covers the structure and fixtures of your home.

Please remember that the Association is not responsible for the contents of your home and you should therefore think seriously about arranging home contents insurance.

Insurance cover will give peace of mind, knowing that should something happen, you will not have to find the money to replace your personal possessions, redecoration and making good any internal damage caused to your home.

The devastation caused by events such as flood, fire, theft or accidents highlight the need for home contents insurance.

A good insurance broker will advise you on the best policy and give you a quote free of charge. Some insurance companies offer insurance at a special rate for pensioners and, if you fall into this age group, you may wish to make enquiries about possible savings.

The Association can provide information about contents insurance policies which operate specifically for housing association tenants and sharing owners. The Diamond Insurance Scheme is a specialist home contents insurance scheme offered to members by the SFHA in conjunction with Thistle Insurance Services Limited <https://www.thistletenants-scotland.co.uk/>. If you are interested, please contact the Association for more information.

6.10 Pets

The Association recognises that, for various reasons, many tenants wish to keep a pet. The right of the tenant to keep a pet must, however, be balanced against the rights of neighbours to be undisturbed by animals and the Association's need to maintain its property and surroundings in a clean and hygienic state.

Tenants may not keep any animal, poultry or pigeons (except one dog and one cat and one caged bird or animal) without the previous written consent of the Association.

Tenants must keep their domestic pet under supervision and control and ensure that it does not cause a nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house.

7.0 LIVING IN THE COMMUNITY

7.1 Respect for Others

All tenants should respect the right of their neighbours to enjoy a peaceful and quiet environment. It is unfortunate that, even with the best intentions, problems can sometimes arise in a community or between neighbours.

When you signed your Tenancy Agreement, you agreed not to annoy, disturb, harass or cause a nuisance or distress to your neighbour. You also agreed not to allow anyone living with you or visiting you to act in any of these ways. As parents you have a responsibility to control and supervise your children, to ensure that they do not cause any nuisance to neighbours.

If your neighbour is an Association tenant, then he or she will also have agreed to these tenancy conditions. They are intended to ensure that you and your neighbours can enjoy your homes in peace and comfort.

7.2 Neighbour Nuisance and Anti-Social Behaviour

The term “anti-social behaviour” covers a wide range of issues from inconsiderate behaviour to serious criminal activity. Examples of unacceptable behaviour are given at Section 3 of your Tenancy Agreement.

By far the greatest cause of neighbour disputes is noise. Please avoid us having to intervene by being aware of the possible effects of your actions on neighbours. Too much noise from late night parties, music systems and household machines can cause great annoyance to neighbours, so please show consideration for others.

Even a relatively low level of noise on a regular basis can be irritating. Sometimes this can be made worse if you do not have carpets down or have laminated flooring.

The Association will work in partnership with other agencies to deal with neighbour nuisance and anti-social behaviour. In some cases, these agencies will have more powers to deal with a problem or can take action more quickly.

Examples include.

Agency	Problem
<i>Mediation Service</i>	<i>A disagreement with your neighbour.</i>
<i>Police</i>	<i>Crime, noisy parties or music, vandalism, cars parking problems, drugs.</i>
<i>Environmental health (Stirling Council)</i>	<i>Noise, litter and rubbish.</i>
<i>Victim Support</i>	<i>Financial and practical assistance to victims of crime.</i>

The Association works closely with the above agencies as part of an Anti-Social Behaviour Strategy.

7.3 Dealing with Disagreements with Neighbours

All neighbour problems are serious to the people involved. If however, you are able to talk to your neighbour calmly about what is upsetting you, then it is often best to try to sort out the problem yourself. Often in such cases a friendly word can be enough to sort matters out. Your neighbour may not be aware that they are causing a problem.

Also, by taking the next step and making an official complaint by reporting it to the Association can sometimes make matters worse. This is because whilst we handle complaints confidentially people draw their own conclusions about who made the complaint. There can be resentment that the landlord has been involved without an attempt being made to address the situation direct.

If this approach does not work or you feel unable to make a direct approach to your neighbour, then please contact your Housing Officer for further advice and assistance.

7.4 How Neighbour Complaints are Handled by the Association

Should you complain about a neighbour you will be asked, wherever possible, to confirm the details in writing. Written accounts strengthen a case should further action be necessary.

We will assess your application against our policy and assign it as Urgent Anti-Social Behaviour, Serious Anti-Social Behaviour or Neighbour Nuisance.

Our timescales for responding and resolution vary depending on the seriousness of the case:

Urgent ASB	Response within 1 day	Resolution within 2 months
Serious ASB	Response within 3 days	Resolution within 1 month
Neighbour Nuisance	Response within 5 days	Resolution within 15 working days

When we receive a complaint about another tenant we will:

1. Find out what the problem is

It is important to give us full details of what, when, why and how the problem is occurring. Also, we will ask you to tell us what you want us to do about it. Dealing with neighbour disputes can be difficult and we will need to speak to both parties and hear what each has to say.

2. Decide what action to take

This will depend on what we find. If the person that you have complained about accepts that the complaint is valid then we will remind them of their tenancy obligations in writing and that may be sufficient.

The person you have complained about, however, may respond by making a complaint about you. We will be honest about what the Association can do for you. We may feel that another agency e.g. the mediation service should deal with your complaint.

3. Mediation

Where we think this may work, we will discuss this with you as an option. Mediation is most likely to work where both parties accept there is a problem and are keen for it to be sorted out. A referral to Stirling Council's mediation service will only be made if all parties are in agreement.

Mediation is about helping people sort out their differences together, preventing disputes from escalating into major conflict. The majority of mediators are volunteers, trained in mediation skills and experienced in helping people sort out their disputes. They do not judge who is right or wrong but help the parties listen to each other and, identify what they want, clarify issues, explore the situation and negotiate an agreement.

Whilst the Council's mediation service is dealing with a referral the Association will have no further involvement with the situation until an outcome is successful or otherwise has been reached.

4. Diary Sheets

Where a complaint requires detailed investigation and/or other measures have failed (e.g. mediation) then the Association will provide diary sheets in order that a record of incidents can be kept.

These will record: the dates, times, details of the nuisance, its effect on you and any other relevant information (e.g. details of witnesses, police involvement etc). The information from these will help us determine what further action is required.

N.B. Should you contact the Police, always ask for an incident information form – this can be used as evidence if the case against your neighbour goes to Court.

Legal Action

When all non-legal remedies have been exhausted or found not to be appropriate there are a number of legal options available. Some of these are outlined below:

a) Statutory Nuisance

The Council's Environmental Services department has useful statutory powers to deal with and enforce action on matters such as noise and refuse.

b) Anti-Social behaviour orders (ASBOs)

This is a prohibition order against the person prohibiting them from doing certain things, e.g. from acting in an anti-social manner. Breaching an ASBO is a criminal offence.

c) Short Scottish Secure Tenancies

The Housing (Scotland) Act 2014 gives the Association the power to convert a Scottish Secure Tenancy into a Short Scottish Secure Tenancy where the tenant has pursued a course of Anti-Social Behaviour or become the subject of an ASBO. For a period of 12 months the Association will be able to seek repossession of the property without having to prove fault by the tenant or reasonableness.

d) Eviction

We will ask the Court to grant a decree evict a tenant who causes serious anti-social behaviour, persistent nuisance or deliberately ignores official warnings about breaking tenancy conditions.

We need to have evidence that proves that someone has been a nuisance before we can take legal action against him or her. If we take legal action it is likely that neighbours will need to give evidence in Court. Let us know if you are worried about giving evidence. In some cases where tenants have been threatened or are frightened the Sheriff may allow the housing officer to speak on their behalf in Court but in most cases the Sheriff will want to hear your version of events.

Legal action can take months to go through the Court process. You need to keep on recording evidence in the meantime. We will keep in contact and give you all the help we can to keep collecting evidence. When it gets to Court the Sheriff will listen to all evidence and then decide whether the tenant should be evicted or not. We need to satisfy the Sheriff that that it is reasonable in the circumstances for the person to lose their home. We will not be able to do this without your help.

8.0 MOVING ON

8.1 Applying for a Transfer

If you need to move, for instance to look after a relative, to take up employment, to move to a larger or smaller house or for other social reasons, the Association may be able to help you.

If your current home is unsuitable for you and you require to move either to a more suitable design or size of house, or to another area within rural Stirling, we will try to assist you with a “transfer” to another Association property. If you do wish to transfer, you should contact your Housing Officer.

The Association has a Housing Allocations and Transfers Policy. The priority given to your transfer request will depend on your need for a move and the number of points you qualify for under the Association’s Policy compared with other Transfer applicants. Each year the Association allocates a quota of all its lettings to meet needs amongst existing tenants on the Transfer list. Your chances of receiving an offer may depend on how you have previously conducted your tenancy. If you have outstanding rent arrears (of one month or over) and have not co-operated with us over a set period of time in reducing these your application may be suspended. Your Housing Officer can provide further details on this.

Prior to a transfer for housing, your current home will be assessed to ensure it is in good re-lettable condition. We will inspect your home and you will be advised of any items requiring your attention. If you are on the transfer list and are aware of any problems with the condition of your house for which you are responsible you let us know about these as soon as possible. We can then discuss at an early stage how these can be resolved.

8.2 Mutual Exchanges

A mutual exchange describes when a tenant swaps their house with another Association tenant or the tenant of another landlord, if the tenant has a Scottish Secure Tenancy. If you are interested in a mutual exchange you can advertise on the notice board in the office. We also advertise all new exchange requests in our quarterly newsletter.

Applicants who are social housing tenants of any Registered Social Landlord can apply to exchange homes. The Association subscribes to HomeSwapper <https://www.homeswapper.co.uk> a UK mutual exchange service for tenants.

Tenants are responsible for finding someone else to exchange with and inspecting the property. Once you have found someone that you want to exchange with both parties need to complete an Exchange Application Form. These forms are available by contacting this office. In all cases the Association must give written consent for the Exchange to happen and must respond to the application within one month.

We will not unreasonably refuse an exchange. The grounds upon which an Exchange will be refused are contained within your Tenancy Agreement (section 4.3) and a copy of our policy on Mutual Exchanges is available on request from the office. Tenants have the right of appeal against any decision made by the Association.

8.3 Applying to Other Landlords

We can provide a full list of other landlords and some advice on how to apply direct to them.

✓**USEFUL CONTACTS**

Rural Stirling Housing Association

Doune Office	01786 841101
Fax	01786 841180
E-mail	enquiries@rsha.org.uk
Website	www.rsha.org.uk

Stirling Council

Switchboard	01786 404040
E-mail	info@stirling.gov.uk
Website	www.stirling.gov.uk

Stirling Council – Homeless Persons Unit

Springkerse House Springkerse Road Stirling FK7 7TE	01786 237900 (during office hours)
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or 01786 404040
(24 hours a day)

Shelterline (advice on any housing matters including homelessness)	08088 004444
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The Bridge (Wheatley Care service for homeless young people) NB Referrals need to be made through Stirling Co on	0141 274 8151 01786 432400
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Stirling Council – Housing Benefit and Council Tax Enquiries

Finance and Information Services
Stirling Council
Viewforth
Stirling
FK8 2ET
01786 233210

Stirling Council – Social Work Department

Stirling HQ	01786 471177
Balfron	01360 440118
Emergency	01786 470500

Stirling Council – Occupational Therapist	01786 471177
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Stirling Council – Environmental Services – Call switchboard

Customer Services	01786 404040
Bulk Uplift	01786 404040

Benefits Agency

Job Centre Plus	0800 169 0190
Non Universal Credit	0800 169 0310

Stirling Council – Money Advice	01786 233528
Citizens Advice Bureau	01786 470239
Forth Valley Royal Infirmary	01324 566000
NHS 24 Helpline	111
Police Scotland	999 if urgent 101 non urgent
Scottish Fire and Rescue Service	0141 646 4500
Stirling Council Safer Communities Team	01786 404040
Women’s Aid	01786 470897
Victim Support	01786 445782
Samaritans	116 123
National Drugs Helpline	0300 123 6600
Glasgow Council on Alcohol	0808 802 9000
Stirling Community Mental Health Services	01786 446913
Scotland Gas Networks	0800 111 999
Scottish Hydro Electric (Emergencies)	0800 300 999
Scottish Hydro Electric (Enquiries)	0345 026 2658
Scottish Water	0800 077 8778