

# Handbook

## for support staff



## What this handbook is about

**RWP works in partnership with over 200 different care providers. Together we enable people with support needs to live independently.**

Often a service commissioner contracts with a care provider to provide the support that people need to live an independent lifestyle. RWP provides and manages the properties that people live in.

This handbook has been produced to provide more information about RWP, and how it operates and what you can expect from your housing officer.

We hope you will find it useful and that it will help you both in your role as tenants' advocates and in promoting independent living.

## The role of a housing officer

**Your housing officer is usually your first point of contact for all of your housing management issues and some examples of their role is as follows:**

- they will visit your property to carry out service reviews
- they will assist tenants to sign their tenancy agreements

## Who is RWP?

**RWP is a landlord that specialises in providing supported living housing. Its main offices are situated in Leyland, Leeds and London.**

There is a dedicated Housing Management Team along with a Progress Involvement Team that works with tenants who want to be involved in shaping services provided. There is a Repairs Team that arranges any repairs and maintenance for the properties we own or manage.

### Tenant profile:

- We provide accommodation for over 4,000 tenants

On page 6 a section has been included for you to record useful details about the property that you work at. Please take some time to complete these so that you have them to hand if an emergency occurs at the property in the future, or for when you are reporting repairs for kitchen/laundry equipment provided.

There is a separate 'Repairs Log' to help you keep track of repairs that have been reported on behalf of tenants. This is also available online at [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk).

You may have your own system in place but for those who don't the log may be useful for you.

- they will assist in the process for ending a tenancy and moving out
- they will give Housing Benefit and Universal Credit advice
- give advice on how your rent and service charge works
- they will be the first point of contact for any anti-social behaviour issues.

- Most of our tenants have learning disabilities, autism and/or long term mental health conditions and a number have physical disabilities as well.

### Property profile:

- We manage over 4,000 tenancies
- Some of these properties are owned by RWP, others are leased from another party and we provide a landlord service. For this reason the repairs and maintenance arrangements may vary between schemes
- The properties are situated in over 100 local authority areas.

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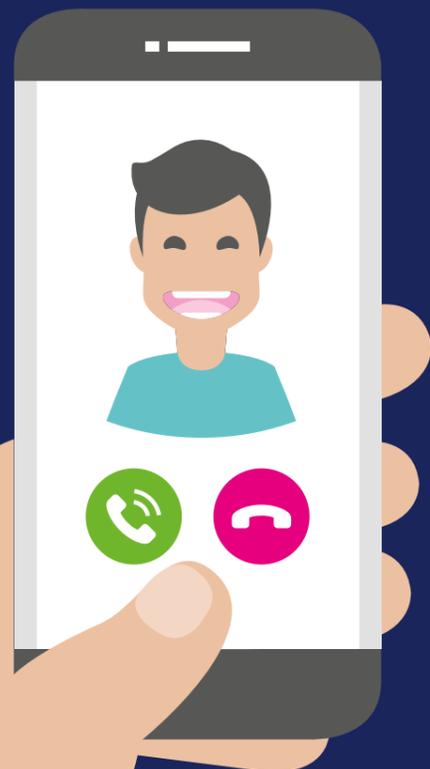
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# Section 1 – Useful details for emergencies and reporting repairs



## Useful addresses

### Head Office

Progress Housing Group, Sumner House,  
21 King Street, Leyland, Lancashire, PR25 2LWE

### Leeds Office

Progress Housing Group, New Pudsey Court,  
101 Bradford Road, Pudsey, Leeds, LS28 6AT

### London Office

RWP, Mason House, 18 Lower Teddington  
Road, Hampton Wick, KT1 4EU

## Reporting a repair

If you need to report a repair, you can do so by:

**Visiting our website:** at any time of day or night and using the repair reporting tool

**Using live chat:** just click on the box to the bottom right on our website  
[www.residewithprogress.org.uk](http://www.residewithprogress.org.uk)

**By email:** send an email to  
[RWPRepairs@progressgroup.org.uk](mailto:RWPRepairs@progressgroup.org.uk)

**Telephoning:** The main telephone number is  
0333 320 2675

From 8am to 6pm, Monday to Friday and outside of these times for emergencies.

**In writing to:** RWP, Sumner House, 21 King Street, Leyland, Lancashire, PR25 2LW

**Note:** The Customer Contact Centre is usually very busy from 9.30am – 11am. During these times it would be helpful if you could use the live chat which is available online at [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk).  
Alternatively, if your repair is not urgent please try phoning outside of these times.

## Out of office hours – emergency repairs only

**Telephone:** 0333 320 2675

Monday to Friday from 6pm – 8am, all weekends and bank holidays. You will note that this number is the same as the daytime telephone number. However after 6pm the service becomes an emergency one only.

**Note:** If the tenant, or you on behalf of the tenant, says a repair is an emergency when it isn't then the tenant, or the care provider, will be charged the full cost of the repair. See page 12 for definitions of emergency, urgent and routine repairs.

The following information will help you to respond quickly if you have to deal with an emergency or have to report repairs for particular fixtures or equipment. Please take some time to complete the information for the scheme you work at.

Item	Location of fixture	
Electric fuse box:		
Electricity mains trip switch:		
Gas mains stop tap:		
Central heating boiler:	Make of boiler:	Location:
Immersion heater:		
Mains water stopcock:		
Hot water cylinder:		
Cold water tank:		

White goods equipment	Make and model of equipment
Oven:	
Hob:	
Fridge:	
Freezer:	
Fridge freezer:	
Dishwasher:	
Washing machine:	
Tumble dryer:	

## Key contact information

In case of emergency, or where there is an unavoidable delay in repairing equipment whilst parts are ordered, you may want to note below alternative arrangements for coping with the situation. Please carry out a risk assessment if there is any unavoidable delay in repairs to specialist equipment.

Bathing, where specialist bathing equipment is not working:

Contact person:

Contact telephone no:

Heating:

Contact person:

Contact telephone no:

Laundry:

Address of nearest launderette:

Opening hours:

Flood from neighbouring property:

Address 1:

Contact person:

Contact telephone no:

Address 2:

Contact person:

Contact telephone no:

Other (state what):



## Sharing data

**In order to maintain the services provided by both Progress Housing Group and you as the care provider, it is often essential to share information about the service users (tenants) or the service you provide. When Progress Housing Group asks the tenant to sign the tenancy agreement, it will also be explained in writing that with their consent data sharing in certain circumstances will take place.**

The following are examples of what might be required, however this list is not exhaustive:

- To provide information on support funding arrangements
- For the collection of lifestyle information in respect of risk assessments
- For the collection of financial information to collect rent and keep records of rent collection
- Information about Housing Benefit/ Universal Credit claims to ensure the payment of rent is maintained

The people we may need to share the information with are:

- Contractors and suppliers
- Local authorities
- Law enforcement
- Fire services
- Debt collection departments and agencies
- Utility Companies.

We take the processing of personal data seriously, especially when it relates to sensitive information. We ensure we comply with data protection legislation (currently the General Data Protection Regulation 2016 and the Data Protection Act 2018). This encompasses sharing and storing data using secure methods.

If any tenant would like to access the information we hold about them, or they, or you as their care provider have questions about data sharing, you can contact our Data Protection Officer by emailing [dataprotection@progressgroup.org.uk](mailto:dataprotection@progressgroup.org.uk) or telephone 0333 320 2675 and ask to speak with the Data Protection Officer.



# Section 2 – Housing management



## Repairing and maintaining properties

**As the landlord of the property, we will repair most parts of tenants' homes. (There may be exceptions if the property is leased from another landlord). The tenant does not have to pay any more money for this since the costs are covered in the rent.**

However, tenants or the care provider will be charged the full cost (see page 16) of the repair if:

- They, or you acting on their behalf, say something is an emergency when it isn't
- The tenant, their family, support staff or friends cause any damage in the property.

### How to get things repaired when they go wrong

- When things get broken and need repairing, please tell us straightaway
- You, or the tenant, can telephone, email or access the website to report a repair (see below)
- We have a team of employees who you can report repairs to.
- It is advised you keep a log of all repairs that you report. Your organisation may have set up its own administrative system to monitor repairs or you may want to use the suggested log sheet available on our website, [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk)

### Reporting a repair

If you need to report a repair, you can do so by:

**Visiting our website:** at any time of day or night and using the repair reporting tool

**Using live chat:** just click on the box to the bottom right on our website [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk)

**By email:** send an email to [RWPRepairs@progressgroup.org.uk](mailto:RWPRepairs@progressgroup.org.uk)

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From 8am to 6pm, Monday to Friday and outside of these times for emergencies.

**In writing to:** RWP, Sumner House, 21 King Street, Leyland, Lancashire, PR25 2LW

**Note:** The Customer Contact Centre is usually very busy from 9.30am – 11am. During these times it would be helpful if you could use the live chat which is available online at [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk). Alternatively, if your repair is not urgent please try phoning outside of these times.

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**Telephone:** 0333 320 2675

Monday to Friday from 6pm – 8am, all weekends and bank holidays. You will note that this number is the same as the daytime telephone number. However after 6pm the service becomes an emergency one only.

**Note:** If the tenant, or you on behalf of the tenant, says a repair is an emergency when it isn't then the tenant, or the care provider, will be charged the full cost of the repair. See page 12 for definitions of emergency, urgent and routine repairs.

### How to report repairs

When you, or the tenant, telephones our Customer Contact Centre you will be asked for the following information:

- Your name
- The property address
- A telephone number so you can be contacted at a later stage if needed
- As much information about the repair as possible
- When access will be available at the property.

Sometimes we may need to arrange for one of the contract surveyors to contact the property before a repair can be arranged.

### Contract surveyors

One of our contract surveyors may phone to find out more information about the repair. Alternatively they may need to visit the property or to arrange for a contractor to visit on their behalf.

However they decide to assess the work, the contract surveyor will decide what needs doing. They will arrange for a contractor to repair what is broken.

### The role of a contract surveyor

The role of a contract surveyor is to:

- Visit a property when more complicated repairs are reported that cannot be clarified over the telephone
- Review any requests for future planned and cyclical maintenance programmes (see page 13)

- Investigate any negative feedback that may have been received about repairs and maintenance work
- Visit properties to inspect a sample of the repairs and maintenance work that has been carried out, in order to check that it has been done to a good standard
- Manage and work closely with the contractor responsible for carrying out the repairs to the property.

### The role of a stock condition surveyor

The role of the stock condition surveyor is to:

- Visit properties every five years to assess the condition and determine what long-term maintenance requirements there are. This includes things like replacement kitchens, bathrooms, windows, doors, roofs and heating systems.

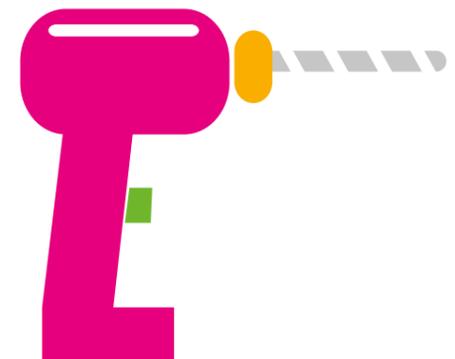
### Contractors

We use contractors when:

- the job is outside of our core North West region
- the job requires specialist knowledge or qualification.

We only use contractors who are on our 'Approved Contractors List'.

We monitor each contractor through a number of key performance indicators for things such as performance, quality of work, value for money and tenant satisfaction.



## How long will it take to get things repaired?

We aim to complete repairs within three target times:

**Emergency repairs** – make safe within 24 hours

**Urgent repairs** – completed within five working days

**Non-urgent repairs** – completed within 20 working days

Here are some examples of the type of repairs within each target group:

### EMERGENCY REPAIRS – the situation will be made safe within 24 hours

An emergency repair is something that could be a life-threatening danger or could cause serious damage to the property. For example:

- If there is no electricity
- If there is no heating
- If there is no hot water
- If there is an uncontrollable leak or burst pipe
- If the house is not secure
- If the only toilet in the property is blocked
- Loss of service to specialist bathing or lifting equipment
- If there is a gas leak telephone the National Grid immediately on 0800 111999 (see page 18).

**Remember:** If you, or the tenant, say a repair is an emergency when it isn't the tenant, or the care provider, will be charged the cost of the repair.

### URGENT REPAIRS – these should be completed within five working days

An urgent repair is something that causes the tenant a great deal of discomfort or inconvenience. For example:

- Work needed following an emergency repair
- If some, but not all of the electrical sockets and lights are not working
- If some, but not all of the water supply stops working
- If some, but not all of the gas supply stops working
- If some, but not all of the heating stops working
- If some, but not all of the hot water stops working
- If drains are blocked or leaking
- If a toilet is blocked or not flushing
- If the sink or bath is blocked
- If there is a containable leak from the water or heating pipes, tank or roof
- Windows, door or locks are insecure.

### NON-URGENT REPAIRS – these should be completed within 20 working days

Non-urgent, or routine repairs, are repairs that can wait a short time before being dealt with. For example:

- If there is a small problem with the toilet, bath or sink
- If doors or windows are sticking
- If plaster or brickwork needs repairing.



## What to do if a repair is not completed within the priority time

When you report a repair you will be given a target time for completion.

If a repair has not been completed within the priority time, (and the reason for this has not been discussed with you, for example a part is on order and awaited), then you should contact us (see page 10) and discuss the situation further.

If you wish to make a complaint, compliment or comment you can find the details on page 59, or by visiting our website at [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk)

### Planned maintenance

We plan ahead to maintain some parts of properties on a regular basis. This is called the planned maintenance programme.

There are two types of planned maintenance:

- Cyclical repairs
- Major repairs.

Cyclical repairs – this is work that is repeated every year or at longer intervals. For example:

- Annual servicing of gas appliances
- Annual testing of portable electrical appliances
- Five-year testing of the electrical wiring.

The major repairs programme – this is where we plan for the replacement of major items in the property. For example:

- Windows
- Bathrooms
- Kitchen units
- Roofs.

We will always write to tenants to tell them when we are planning to carry out this type of work. We try to give a month's notice of when the contractors will be on site.

We know that sometimes we need to make specific arrangements whilst works are completed for example providing temporary cooking facilities or making sure tenants are away from the property. If you would like further information, please contact your housing officer.

All our employees or its representatives will always make an appointment before they call round.

### Gas leaks

Advice to occupants:

- Turn off the gas emergency control valve (next to the gas meter)
- Turn off or remove all sources of ignition in a safe manner
- Do not turn electrical lights or switches either 'on' or 'off'
- Open all doors and windows for ventilation
- Phone the National Grid on 0800 111 999 (free 'phone)
- Give the tenant's full name and address
- Get a job number from the National Grid
- Finally, let us know that you have reported the leak.



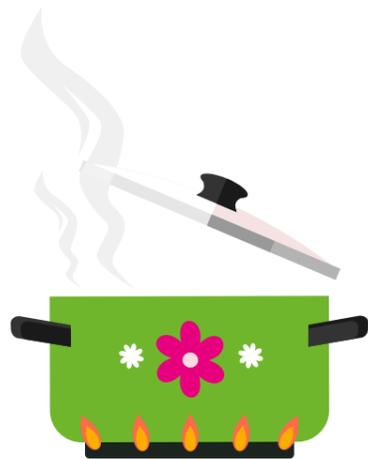
## Damp, condensation and mould

**Often when tenants, or their representatives, report damp in their properties the problem is actually one caused by condensation. This happens when moisture in the air comes into contact with a cold surface like a windowpane or cold wall.**

Evidence of condensation usually shows itself as black spots of mould on walls or other surfaces. The trick is to minimise moist air in the property by keeping it warm and well aired.

In most instances taking some simple measures can prevent condensation problems:

- Where fitted, use the extractor fan to remove steam from the bathroom or kitchen
- Open windows in the kitchen and bathroom to remove moisture from the air when cooking or bathing
- Keep the bathroom door shut when a bath or shower is being taken
- Cover saucepans when cooking and open the kitchen window
- Wipe down windows and surfaces that have condensation on them



- Keep the property warm and well ventilated at all times
- Make sure shower cubicle doors are shut when someone is taking a shower
- Make sure shower curtains are tucked within the bath or shower tray when the shower is being used
- Do not dry wet clothes by draping them over radiators or a clothes horse
- Do not stand large, heavy furniture against the cold, outside walls of rooms
- Do not have fitted wardrobes installed along the cold, outside walls of rooms.

## Code of conduct for contractors and trades persons

**All of the contractors are required to observe the following rules when visiting tenants' homes:**

### Appointments

The contractor must arrange access as directed on the repair works order.

### Identity

All contractors and their employees must carry identification cards. If the work operatives are employed directly by Progress Housing Group then the identity card will give the person's name, job title and signature and have a logo on it like this:



All other contractors will have their own company's style of identity card.

The contractor will also have a copy of the official works order with them, unless they are carrying out emergency repair work outside normal office hours.

If you are in any doubt about letting someone in, then telephone 0333 320 2675 to confirm the person's identity before allowing them into the property.

**Did you know?** All Progress Housing Group contractors are committed to supporting local communities. If you or the tenants have an idea for a community project, they may be able to help, or Progress Housing Group may be able to support you with funding. To find out more, get in touch with the Progress Involvement Team on 0333 320 2675.

## Respect for tenants' homes

Contractors must respect tenants' homes and property and will be responsible for security if loaned keys or given free access. They and their insurers, will be liable for any damage caused to the property or the tenant's belongings.

## Use of services

The contractor shall not use gas, electricity or water without the tenant's permission.

## Cleanliness

The contractor shall:

- Carefully protect the area of works with dust sheets
- Minimise mess
- Thoroughly clean up the area of works
- Remove all rubbish on completion of the works or at the end of each day for longer jobs.

## Loss or damage

The contractor is responsible for any loss or damage caused and should immediately advise Property Services of any claims made against them by tenants.

## Complaints

Any complaints with regard to the contractor's standard of work should be reported to Progress Housing Group in the first instance on 0333 320 2675.

## Rechargeable repairs

**In the majority of cases we are responsible for carrying out general property repairs, as well as repairs to any white goods and furnishings that have been provided by us. The cost of these repairs is contained within the rent and service charge paid by the tenant. However there are occasions when a recharge may be made to the tenant(s) or care provider for the cost of carrying out certain repairs.**

## What is a rechargeable repair?

A rechargeable repair is something where a repair is required because of neglect, wilful damage or misuse. This list is not exhaustive but examples might include:

- Failing to keep a pre-arranged appointment with a repairs contractor
- Pouring fat or other substance down the sink or drain, which causes it to block
- Throwing anything down the toilet that may cause it to block, such as incontinence or sanitary pads or the inner tube of toilet rolls
- Tenants making wilful holes in walls and doors
- Lock damage or loss of keys
- Broken windows if done on purpose or due to carelessness.

## How will the repair be recharged?

We will always let you know if we think that we may recharge the cost of the repair when you report it. Once the repair is completed, we will send an invoice to the person or organisation that caused the damage.

## Other repairs information

### Specialist bathing equipment

Where we have provided specialist bathing equipment we will ensure that it is serviced twice a year and issue a certificate to confirm it is safe to use.

In the event of the equipment requiring a repair, we will arrange an inspection between 24 and 48 hours of the report. The repair will be made within three weeks. If these timescales have lapsed and the repair has not been completed, please let us know.

During the time when the equipment is not working you would need to refer to your own organisation's contingency arrangements, for suitable alternative bathing.

**Please note:** Progress Housing Group only service fixed equipment and not mobile equipment.



## Fire Safety

### Fire Risk Assessment

We carry out Fire Risk Assessments to satisfy the requirements of the Regulatory Reform (Fire Safety) Order 2005. The Fire Risk Assessment is a legal obligation as Landlords we must complete.

The purpose of the Fire Risk Assessment is to provide an assessment of the risk to life from fire in the premises and, where appropriate, to make recommendations to ensure compliance with UK fire safety legislation. National Fire Chiefs Council Specialised Housing Guidance.

These assessments are carried out over a one-year, two-year or three-year cycle, depending on the assessment of the property and tenants. The Fire Risk Assessment will produce management and work actions that will need to be completed within a set timeframe; some of these actions will be passed to you to review and complete.

### Emergency lighting

We will carry out a test on emergency lighting and backup batteries annually. Monthly testing is also required by the care provider. These monthly tests need to be recorded in a log book that is kept up to date and available to view at the property.

### Fire alarm systems

Some properties will have full fire alarm systems with smoke and heat detectors linked to a fire alarm panel. The Group will arrange for these systems to be serviced every six months. Care providers must test the fire panels on a weekly basis (see Appendix 1) and record the test in a log book that is kept up to date and is available to view at the property..

### Smoke and heat detectors

Smoke and heat detectors are fitted to all our properties as standard items; these should all be hard-wired with battery backup and linked together to all sound simultaneously. We will service all detectors annually and will change batteries when required. If the battery fails or the detector loses power, it should give out a high-pitched beeping noise to alert you. If this happens, the tenant or you should contact us as soon as possible to report the fault. Care providers must test the smoke and heat detectors on a weekly basis (see Appendix 1) and record the test in a log book that is kept up to date and is available to view at the property.

### Fire blankets and fire extinguishers

Where we have provided fire blankets and fire extinguishers, the Group will arrange for them to be serviced annually.

In a few cases, tenants or the care provider have purchased additional fire equipment themselves. If this is the case, it will be the tenant's or the care provider's responsibility to maintain and service the equipment.

You can check the tenant's tenancy agreement or contact your housing officer to determine if we are responsible for servicing particular fire equipment.

### Asbestos

Asbestos can be present in all buildings built prior to the year 2000. Asbestos is safe if undisturbed and not damaged in any way. Numerous regulations and guidance exist on how asbestos should be managed within the home. When Progress Housing Group carries out any major works, if a survey has not already been carried out, this will be done to advise whether asbestos is present in your home. This ensures that everyone at the property stays safe during the process.

If the tenant, or someone on their behalf, wants to carry out any works that break the surface of the walls, floors or ceilings on

the inside or outside of the property, please inform us so that a survey can be provided.

### Water hygiene

Legionella pneumophila is a naturally occurring bacteria found in all water systems, including rivers and ponds. Within buildings, it can be found in hot and cold stored water systems and associated pipework. If conditions are favourable, the bacteria may grow, increasing the risks of Legionnaires' disease. Therefore, controlling the risks by introducing appropriate measures outlined in 'Legionnaires' disease. The control of legionella bacteria in water systems' (series code: L8 (fourth edition)) is important.

Legionnaires' disease can only be caught by breathing in water droplets from systems that have been infected with legionella bacteria; it cannot spread from person to person. The risk for normally functioning systems is very low as legionella grows between 20 and 50 degrees centigrade. In most domestic hot or cold water systems, the water temperature is higher or lower than this.

We have surveyed all our properties to identify any areas where there may be a risk of the growth of legionella bacteria. The survey determined what needs to happen going forward in the property, for example, checking temperatures and cleaning regimes. We will advise you about this and how often these checks will need to happen. In some cases, we may ask you to assist by running taps etc. The report will outline the required checks and confirm if we will undertake them or ask you to assist.

Good practice in the control of legionella is:

- Set your hot water cylinder or boiler to 60°C
- Regular cleaning of all showerheads and taps
- Prevent the showerhead from becoming immersed in water using the restraining rings provided

- Hose pipes should be removed from the tap when not in use and stored out of direct sunlight to keep the temperature of the remaining water as low as possible. They should also be included when running your taps if you have not been home for over seven days
- Run all your taps or showers at least once per week. Remember to include the hosepipes too.

If the property is left empty for more than a week, then open windows to ventilate the property whilst you:

- Baths and basins – run taps gently for about three minutes
- Showers – put the showerhead on the bottom of the shower or bath and let it run for about three minutes.

## Gas servicing

We are responsible for annually servicing all gas, oil, biomass and air source heat pump appliances that are provided in the properties.

Co-operation in providing access to the property is essential since this inspection is a legal requirement to make sure everything is safe and in proper working order. If our nominated contractor or we are not allowed access or appointments are not kept, then legal action may be taken under the tenancy agreement terms to gain access to the property.

Continued failure to allow access to a property could potentially result in a tenant losing their home if a Court Possession Order has to be sought. This may sound like drastic action, but Progress Housing Group's employees could potentially be prosecuted

if the Group fails to complete a landlord's safety check on all its properties each year.

A qualified contractor will issue a Landlord's Gas Safety Certificate. If our own engineers carry out the service, they will leave a copy of this certificate at the premises for your/the tenant's information. It is important that this is kept on file at the property and not thrown away.

If you or the tenant do not have a copy and would like one, please contact us.

If the heating appliance is found to be unsafe, the qualified contractor will legally be required to disconnect the gas supply until the problem is rectified. The engineer will report their findings back to us, and we will arrange for any remedial work to be carried out urgently.

## Carbon monoxide (CO) detection

We will ensure a carbon monoxide alarm is installed in any room used as living accommodation which contains a fixed combustion appliance, i.e. a gas combi boiler, gas fire etc. (excluding gas cookers). We will test these annually as part of the gas service programme.

## Hoists – fixed either on specialist baths or a ceiling

Where we have provided fixed hoists or specialist baths, we are responsible for carrying out any necessary repairs. Our insurance provider will carry out LOLER inspections every six months where applicable, and our maintenance provider will carry out a full service every 12 months. Please be aware that not all lifting equipment is provided by RWP; therefore, the repair and service responsibility in some instances will be other providers, i.e. the local authority.

**Please note:** Progress Housing Group is NOT responsible for maintaining mobile hoists.

## Stair lifts and through-floor Lifts

Some properties may have stairlifts, or through-floor lifts installed. The Group will arrange for these to be serviced at the required intervals, which can vary depending on the type of equipment. These items will also be subjected to six monthly LOLER inspections by our insurance provider.

## Light bulbs

The changing of light bulbs is the tenant's responsibility under the terms of their tenancy agreement. It is appreciated that the tenant themselves may not be able to actually do this and may look to their care provider to change light bulbs on their behalf.

We don't provide a light bulb changing service and if asked to send a contractor out to do this then the tenant will be recharged the cost of the work.

## Portable appliance testing (PAT)

We are responsible for the annual testing of portable electrical appliances that we provide to ensure that they remain safe to use. Examples of the type of equipment that will be tested are fridges and washing machines. If you are not sure what equipment the Group is responsible for, then you should contact your housing officer, who will advise you. In any case, your housing officer will routinely check these electrical tests have been carried out during the previous twelve months at the review visit they carry out at each property.

If an item fails, a 'PAT test' arrangement will be made to repair or replace the appliance.

## Thermostatic mixer valves (TMVs)

A thermostatic mixing valve (TMV) is a specially designed plumbing valve that carefully mixes hot and cold water. TMVs are used to protect people by reducing the risk of scalding from hot water, and as a general rule, they are fitted to all baths and showers. Please note there may be some instances where TMVs have been installed to sinks and wash hand basins. RWP does not generally install TMVs on sinks and wash hand basins unless a risk assessment has been carried out by the support provider that identifies a specific need for a TMV to be fitted. This may be because a tenant who uses that particular sink or wash hand basin has impaired sensations and is unable to feel that the water is hot.

**What we will do:** RWP will arrange to service all TMVs annually.

**What you should do:** TMVs are a piece of safety equipment that reduces the risk of scalding, BUT they can fail, so please remember to risk assess the situation and test the temperature of the water before bathing or showering tenants to avoid scalding accidents.

## Water leaks

**Please report water leaks as soon as possible after they have been discovered.**

**For minor leaks** – please try to contain these until the tradesperson arrives, by using a pan or bucket to catch the water.

**For serious leaks** – it is essential that you know the location of the mains stop tap to the property, so that you can turn off the water supply quickly and minimise damage. You may want to note down its location at the beginning of this handbook.

## White goods and furnishing repairs and replacement

**We may be responsible for the repair and replacement of some white goods and furnishings at properties.**

You can check who is responsible for the replacement/repair of white goods and furnishings by looking at the tenancy agreement or a copy of the rent schedule sent to each tenant every year.

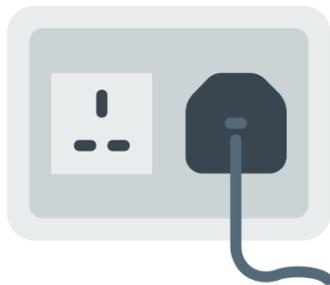
**Please note:** Should an item be under the manufacturer's warranty, Progress Housing Group will be bound by its terms and cannot influence the timescale in which a visit will take place.

## Repairs to white goods where Progress Housing Group is responsible

If a repair is needed to a white goods item you should contact us on 0333 320 2675 and let us know:

- Full details of the repair needed
- Property address
- Telephone number
- Access arrangements.

We will arrange for a contractor to contact the property directly to make a suitable appointment for access to assess the issue, or if possible carry out a repair. The timescale for the contractor to attend is five working days.



Should the appliance need parts ordering, then the contractor will contact us for authorisation and then the parts will be ordered. We will be able to advise you of the timescale for the repair.

Where there have been a number of previous repairs carried out to the same piece of equipment we may ask the contractor to assess the job and report back as to whether it is cost-effective to carry out another repair.

## Acknowledging the repair request

For every white goods and furnishing repair ordered we will issue a job number. This will be unique to the job raised.

## Replacement of existing appliances/furnishings where RWP is responsible

Your housing officer will assess the condition of each piece of furniture and any white goods at the scheme review. This helps to budget for potential replacements ahead of the next financial year.

It is normal procedure to replace equipment 'like for like'. However we will take into account the number of tenants living at the property and whether the needs of the tenants have changed over time.

## Floor coverings

Sometimes when we develop a new property the floor coverings are left down by the previous owner. We will not provide new floor coverings unless they are in a dangerous condition. If the tenant(s) or care provider is satisfied with them. In all cases future replacement of these particular floor coverings will only be undertaken if:

- There are sufficient funds available. Please note: unless they are in a dangerous condition, floor coverings are given the lowest priority for replacement if there are competing pressures on the budget where other items need replacing at the scheme

Please also be aware that Progress Housing Group is unable to provide microwave ovens.

## Choices of replacement furniture

Where an item of furniture is to be replaced, we hope that you would assist the tenant(s) in making a choice about the type of replacement. Support staff will be asked to provide the product, range name, colour and number of seats required, i.e. three seater or two seater etc., from the approved supplier. Once the choice has been made please let us know and we will then liaise with the supplier with regard to the delivery timescale. Please note that orders will not be accepted if made directly with the supplier.

If the replacement item is more expensive than a like for like replacement, we will ask tenants to pay the difference in cost.

## Choice of replacement white goods

When you make arrangements for a new appliance the following checks will be made before the purchase takes place:

- The number of tenants that live at the property and that their washing needs have been fully taken into account – the correct size drum will be ordered based on the ratio of tenants
- Confirmation of free standing or built in, vented or condenser appliances will be checked
- Confirmation of gas or electric appliances – a check will be made to ensure these are still the suitable option for the tenants at the property
- Measurements will be required so a suitable replacement can be selected based on the current size of the equipment.

Once confirmation of the above has been made, we will advise on the most suitable item for the tenants' needs. Once agreed, the order will be placed with the supplier.

- They are in communal areas. A service charge is not collected for the replacement of floor coverings in tenants' rooms or staff rooms (unless all tenants have access to these spaces). If coverings were left in these rooms at scheme set-up this does not mean we will take responsibility for their subsequent replacement. The tenant(s) or care provider will have to pay the costs in these instances themselves.

## Items of furniture/white goods eligible for replacement

Below is a list of items that are eligible for replacement. If in doubt, the tenant's tenancy agreement will list all the items provided by Progress Housing Group.

### White goods

- Washing machines
- Washer/dryers
- Tumble dryers
- Fridge
- Freezer
- Fridge/freezer
- Cooker
- Ovens
- Hobs
- Extractor hoods
- Dishwashers.

### Furniture

- 3 piece suite
- Dining table and chairs
- Kitchen table and chairs – seating, dining tables and chairs will be based on the number of tenants residing at the property.

Please note that we will not purchase the following equipment:

- Sofas and chairs that are recliners or manual
- Footstools.

Standard lead in times are five working days, but in some cases an earlier delivery date may be possible.

## Responsibility for disposing of furniture and electrical equipment

The white goods that are being replaced will be taken away and disposed of by the supplier. Should there be any issue with an old appliance not being removed when a new one has been installed then you should contact us.

We would ask that you support the tenant to remove old furniture and you or the tenant may have to contact your local council to arrange for the items to be removed. If there is a charge for this, please send the receipt to us and we will arrange for the cost of this to be reimbursed.

### Did you know?

You may also contact a local charity who may collect the items free of charge.

## Electrical testing of portable appliances

See 'Portable Appliance Testing' on page 19.



## Internal decorations

**The tenant pays for the cost of the internal redecoration of their communal areas in their service charge. Communal areas of the property are those shared with and accessed by other tenants.**

All tenants are responsible for paying the costs of decorating their own self-contained flat or bedrooms or any other room(s) that is for their exclusive use.

### Which areas are communal?

Internal, communal areas are generally understood to mean all shared areas, such as:

- Sitting rooms/lounges
- Dining rooms
- Utility rooms
- Halls, stairs and landings
- Kitchens
- Bathrooms.

### Who arranges for communal, internal decorating work to be carried out?

In most cases we are responsible for arranging the decorating of shared internal areas

If the care provider is responsible for this budget on behalf of tenants, then it is up to the tenant(s)/ support staff to instruct a contractor of their choice to carry out the work.

### Requesting internal decorations are carried out

Internal redecoration is carried out as and when required, rather than every set number of years, subject to there being sufficient funds to do this.

Please contact your housing officer if you would like to carry out any internal redecoration to shared areas.

This request can be made:

- Verbally over the phone
- Verbally at a scheme review meeting
- In writing.

On receiving a request your housing officer will first check if there are sufficient funds available in the budget.

We will then:

- Obtain a quotation for the work
- Ask support staff to discuss choices of decorating materials with tenants
- Instruct the contractor to carry out the work
- If there are insufficient funds then the decorations will be carried out in the following financial year.

Tenants may wish to 'top up' the shortfall in funds themselves, especially if they want an alternative type of decoration or a higher quality wallpaper. If tenants require wallpaper they need to purchase this themselves. Once they have done so, they need to advise the housing officer so they can arrange for the contractor to hang it when they carry out the rest of the decorations.

### Can existing built-in furniture/fireplaces be removed?

Sometimes tenants want to remove existing built-in items before decorations are undertaken. Most often these are built-in cupboards, an unused fire or fire surround.

It is important that the tenant, or yourselves acting on their behalf, contacts us for permission before this work is done. We can arrange for the work to be carried out for tenants but the cost will be recharged to either the internal decorating budget or to the tenants themselves, if there are insufficient funds available. Similarly, if a wall surface is damaged as a result of removing the item, the internal decorations budget may be used to make good the damage, again only so long as there are sufficient funds. If there are not and the tenants still want to go ahead with the work, they will have to pay the cost themselves.

If tenants/yourselves arrange for the work to be carried out by an independent contractor, please contact us when the work is completed so that it can be inspected to make sure that it has been done to a satisfactory standard.

### Can existing gas/electric fires be upgraded before decorating takes place?

We will only fund the upgrading of an existing fire if it is broken and needs renewing. Otherwise tenants will have to fund the cost of the work and they must obtain permission before the work begins.

### Monitoring internal decorations

We will routinely note the condition of internal decorations at the time of carrying out the review visit to properties.

Where the care provider is the budget holder for internal decorations, the housing officer will, if necessary, bring the need to redecorate to their attention.

If you are unsure who holds the budget please contact your housing officer.

### Tenant choice

Progress Housing Group promotes tenants having as much choice as they are able to make in the decoration of their homes. We hope that you will help us to achieve this by supporting tenants to let us know their choices.

If the communal areas are due for decoration, then your housing officer will contact you and/or the tenant with a choice of colours and samples for the tenants to choose from. The tenants must agree a choice between them and we will go with the majority decision.

## Pest control

**In the majority of cases, we do not provide pest control services. You, or the tenant, should either deal with the problem yourselves, or contact the local authority or local contractor, as outlined below. You may want to keep a note of the telephone number of your local Environmental Health Department in the space below for future reference.**

If we do provide pest control services, or if you are unsure, please contact your housing officer to either report the problem or seek advice.

### Ants

If there is a problem with ants, we would expect support staff to support tenants and treat this, as you would at your own home, by using powder paid for by the tenant(s).

### Wasps

If there is a problem with a wasp's nest you will need to contact your local Environmental Health Department/local contractor who will advise on how to get rid of the problem. The cost of this service will have to be paid by the tenant(s).

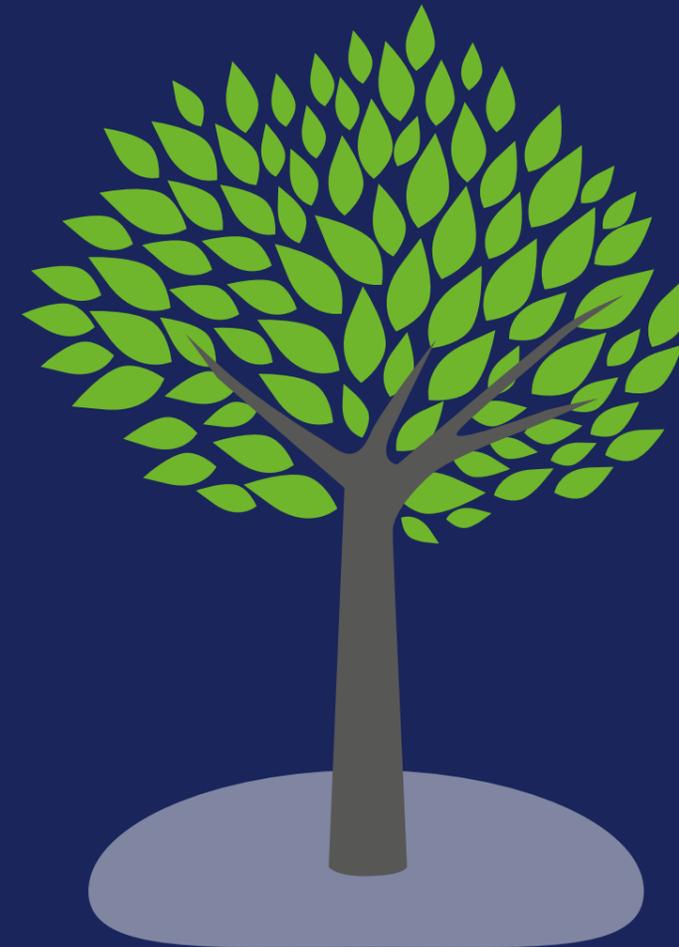
## Vermin (e.g. rats, mice, squirrels etc.)

If you have a problem with vermin you will need to contact your local Environmental Health Department/local contractor who can help to get rid of the problem. The cost of this local service will have to be paid by the tenant(s).

Name of contractor \_\_\_\_\_

Telephone number \_\_\_\_\_

# Section 3 – Garden maintenance



## Garden maintenance

**The maintenance and upkeep of all garden areas to a single occupancy property is the tenant's responsibility, under the terms of their tenancy agreement.**

For tenants who live in flats or shared accommodation RWP arranges for the gardens to be maintained, following an agreed specification as part of a contract arrangement. If this is the case the cost will be collected in the service charge.

### Costs of gardening

The rent schedule provided to each tenant, highlights garden maintenance is a service provided as part of the tenancy agreement. The rent schedule provided to the care provider has additional details on it and will indicate who holds the budget for this activity. In the majority of cases this will be the Group, but occasionally this will be the care provider. If it is the latter then the care provider will invoice the Group periodically to recover these charges.

Where the care provider holds the budget on the Group's behalf then you will need to provide the yearly cost of the gardener you use by the end of September each year. This is to enable the correct budget amount to be applied to the service charge for the following April.

## What can the gardening budget be spent on?

The gardening budget can only be used for general maintenance of the garden, such as grass-cutting and general tidying-up of borders.

The gardening budget should NOT be spent on garden furniture, ornaments or barbecues. If the tenants want these items in their garden they will have to pay for these themselves.

### Did you know?

If you have an idea for a community garden project we may be able to help you get in touch with our Progress Involvement Team on 0333 320 2675.

## Removal of trees or major tree surgery

Any request for removal of trees or major tree surgery must be sent to your housing officer so that any restrictions, such as Tree Preservation Orders or boundary issues may be investigated.

## Installing permanent features in the garden

If the tenant wants to install a garden shed, greenhouse, pond or other permanent structure they will need to get written permission from the Group before doing so. These items will remain the responsibility of the tenant(s) to maintain in future. If the tenant moves out, s/he may come to an arrangement with any remaining tenants for them to take over responsibility for the item. Where this is not possible the item must be removed and the area returned to its original state.

## Removing existing permanent features from the garden

If there are any permanent structures within the garden, which tenants want removed, for example, fences, hedges or sheds, please contact your housing officer to obtain written permission before these are removed.

## Keeping safe – slips, trips and falls

If there is a grit bin at the property, please ensure it is kept topped up for use in icy conditions by letting your housing officer know if a refill is required.

Support staff should always carry out a risk assessment of paths, walkways and parking areas in bad weather.

**Please remember** – to report any repairs required to areas such as paths, walkways, decking and parking areas, to prevent the risk of trip hazards. If there is a health and safety risk, let RWP know about it when you report the repair.

## Fences and walls

### Responsibility for maintenance of boundary fences and walls

The responsibility for boundary fencing and walls can vary from property to property and will depend whether it is at the front, rear or sides of the dwelling.

Responsibility for boundaries at the sides and rear of a property may be particularly difficult to determine, so if you need to check responsibility please contact your housing officer. As a general rule, as you look at the front of a property the boundary fencing on the right hand side of the dwelling tends to be the responsibility of that property owner to repair and replace.

## Where RWP has boundary responsibility

Where we are responsible for boundary walls and fencing, we will undertake whatever repairs necessary. Full-scale replacement of walls and fences will only be undertaken when it is no longer cost-effective to carry out repairs.

## Environmental improvements

**Small-scale environmental improvements can be carried out to the external areas around tenants' homes when needed.**

Environmental improvements are generally works that are over and above repairs to external areas as part of routine repairs or planned maintenance. So, for instance, a repair to existing fencing would NOT qualify under this budget.

### What type of environmental improvement can be done?

Environmental improvement work must:

- Improve the tenant's quality of life by helping them to use the space around their home more easily or safely
- Be relatively small-scale.

### What type of work might be done?

Here are some examples of the type of work we can do but this list does not include everything:

- Additional fencing or gates
- Moving a bin store to a different place
- Small-scale garden landscaping projects
- Contributions to larger-scale garden landscaping projects
- Improving access in a garden for wheelchair users.

### If Improvement work is needed, what does the tenant do?

The tenant, or you, should contact your housing officer in the first instance to discuss if the improvement will qualify under the scheme.

An information leaflet entitled 'Improving the Outside of Your Home' is available for tenants and it sets out the details given in this section. This can be obtained by visiting our website on [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk), or by asking your housing officer for a copy.

### How quickly will you tell the tenant if the work can go ahead?

We may need to visit the property or ask contractors to quote for the work required, so we cannot guarantee a timescale. The tenant will be kept informed about how their request is progressing.

### What should the tenant do if they are not happy with how long it is taking to either consider their request or to complete the work?

In the first instance you, or the tenant, should contact your housing officer to find out what is happening. If the response time continues to be unsatisfactory then the tenant, or a representative acting on their behalf, can make a formal complaint (see page 59). You can do this by visiting our website

[www.progressgroup.org.uk](http://www.progressgroup.org.uk) and clicking on 'Your feedback, compliments and complaints' or speaking with your housing officer for more details.

### What happens if a tenant's request for improvement work is refused?

We will advise the tenant or yourselves if we are unable to undertake the improvement work requested and the reasons why.

If the tenant or you wish to arrange for the improvement yourselves, you will still have to seek permission to carry out any works. The tenant/yourself will need to contact us giving full details, including where necessary any drawings of the proposed work. Our contract surveyors will need to consider these and may stipulate some conditions as to how the work is carried out.

We will also need to know when the work is completed so that an inspection can be carried out.

#### Remember!

If you have an idea for a garden project, Progress Housing Group may be able to help with funding and volunteers. If so, get in touch with the Progress Involvement Team on 0333 320 2675.



# Section 4 - Adaptations and improvements



Progress Housing Group supports tenants to live as independently as possible and this may mean that tenants will need aids or adaptations installed to help them remain independent.

### Examples of adaptations that may be considered

- Thumbturn locks
- Lever taps
- Brighter lighting
- Assistive technology
- External ramps
- Low level threshold
- Wet room
- Specialist bath
- Handrail
- Grab rail
- Drop down rail
- Shower pole.

Sometimes it is not possible to fully adapt a property, for example if it is an older property or if it is small. In this situation it may be better for the tenant if alternative accommodation can be provided. If this happens Progress Housing Group will always work with support staff, tenants and advocates to facilitate this.

### Adaptations and improvements will be considered if they meet the criteria below:

- They enhance a tenant's quality of life by supporting them to live independently or with support to remain in his or her home
- They are supported by an occupational therapist or other health care professional report
- They do not have a negative impact on other tenants, if it is shared accommodation
- That funding has initially been sought from the local authority via a Disabled Facilities Grant or similar and it has been declined.

We will take an overall view across all our properties and prioritise requests for adaptation work taking into consideration:

- Any health and safety issues and the risk of not doing an adaptation
- If work can be carried out at a later date.

The tenant, or yourself acting on his/her behalf, should contact your housing officer and ask for a minor adaptation/improvement form. This is so the work required can be established.

### Application timescales

Application forms take on average six to eight weeks to process. If you have an occupational therapist's report please send this in with the application form.

We will update you on the progress of your application.

### How long will it take to complete the agreed works?

We can't say beforehand how long jobs will take since each one is different.

Some improvements may require planning permission from the local authority before they can go ahead, this often adds time.

Once a request has been approved to go ahead, timescales can be given. This is usually 28 days from the date of issuing the works order or it can be up to six to nine months for more complex adaptations and improvements. We will keep you informed.

### What happens if your application is declined?

If a request for adaptation work is turned down it will have been for one of the following reasons:

- It is too costly
- It does not meet the criteria.

In these cases you may wish to look for funding elsewhere. Further advice can be sought from your housing officer.

We will advise the tenant/yourself in writing where we cannot help with adaptation work and will give the reasons for the decision.



# Section 5 - Rent and service charges



## Rent payments

### When is rent due?

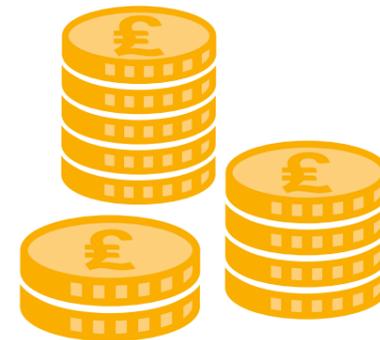
Rent is due weekly in advance every Monday. Tenants however may pay monthly, but again this must be in advance. We will also accept calendar monthly payments and will calculate the amount to be paid, if required.

### Rent payment methods

It is the tenant's responsibility to ensure that the rent is paid in full using one or more of the following methods:

- Housing Benefit direct payments
- Universal Credit – usually paid directly to the tenant, but an application can be made to have payments made direct to the landlord if the tenant is having difficulty making payments
- Direct Debit
- Telephone payments using a debit or credit card.

If tenants want more information about using these payment methods then they can either talk to their housing officer or visit the website [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk) and click on 'Paying Your Rent'.



## How is the rent calculated?

Rent is made up of two elements:

### 1. The core rent

The amount of core rent that a tenant pays is dependent on the type of property and area they live in. Core rent includes the cost of:

- Day-to-day repairs to the property that Progress Housing Group is responsible for
- Long-term maintenance of the property e.g. replacing a roof or a bathroom
- The cost of developing the property
- The housing management service.

### 2. Service charges

These are based on the estimated costs of providing various communal services to a property. These will vary from scheme to scheme and include services like the heating and lighting of any shared rooms and maintaining a garden. For more information on service charges see page 36.

If you, or someone else acting on behalf of a tenant requires any further information about how the rent is calculated, then you should contact the housing officer for your area.

## What does the rent not pay for?

The rent does not pay for any of the following:

- The cost of supporting tenants
- General household bills, other than those relating to communal areas that are paid for through service charges
- Insurance of the tenant's personal belongings.

## When does the amount of rent payable change?

The tenant will be told in writing how much the total rent is when they first sign for their tenancy. We review rents and service charges each year and write to the tenant, usually in February, to tell them what the new charge will be. The new charge usually takes effect from the first Monday in April. Once the rent has been increased, it cannot

be increased again for twelve months. Occasionally the service charge may increase or decrease at any time during the year. If this happens we will consult with tenants and give one month's notice if the charge is increased.

### Rent for Scottish tenancies

The law is slightly different for Scottish tenants who have signed a Private Residential Tenancy Agreement and the differences are outlined below. If you are unsure whether the tenant has this type of agreement, you can either check the agreement itself or you can speak to your housing officer.

As with other tenancy agreements, the Scottish Private Residential Tenancy Agreement rent can only be amended once a year, however the service charge element can also only be amended once a year. With regard to any changes, notice must be given to the tenant by the landlord at least three months before the date that the rent and service charge is due to increase/decrease. For example, if the rent is due to change at the beginning of April, the notice must be given by December.

### Rent changes and Housing Benefit/Universal Credit

Rent changes and Housing Benefit/Universal Credit

Each year we will notify the local authority Housing Benefit department of the annual rent review changes payable by tenants. It is the tenants' responsibility to check their benefit notification matches the new rent

and speak to the local authority if there is any shortfall. You can support the tenants in doing this.

If a tenant is not happy with the increase, they have the right to appeal. They should first contact their housing officer to discuss the matter. If s/he cannot satisfactorily resolve the matter, then an appeal will need to be made to the rent officer, and they will decide if the rent is fair.

The process for Scottish and English tenants is different, and contact should be made as below:

- Scotland - via the Rent Service Scotland
- England - via the Valuation Office Agency Rent Officers in England.

Both these bodies provide valuations for tenants and landlords for fair rent registrations. The tenant's housing officer should be contacted and will help the tenant with this process.

If the tenant receives Housing Benefit, they are also required to complete a 'change of circumstances' form to notify the local authority of any changes that may affect their benefit entitlement, such as taking on paid employment

Any tenant claiming Universal Credit will need to report any changes by going online at [www.gov.uk/universalcredit](http://www.gov.uk/universalcredit). If the tenant is not confident doing this, you can support them with this task, or you can contact your housing officer for assistance. If the tenant has applied in writing, they should continue using this method; please see page 40 for more details.



**Please note:** All tenants living in supported housing can continue to claim housing costs through Housing Benefits RATHER than Universal Credit. But they must make it clear on any application for Universal Credit that they live in supported accommodation. The tenant must satisfy the Housing Benefit department that:

- Accommodation is provided by a registered social landlord or a not-for-profit organisation
- Care, support or supervision is more than minimal.

Progress Housing Group's tenants fall into this category.

### Shortfalls in Housing Benefit and Universal Credit

**Housing Benefit** - If a tenant only qualifies for partial Housing Benefit then there will be a shortfall between the Housing Benefit payable and the rent due. It is the tenant's responsibility to pay the remaining rent and to repay any arrears that may have accrued whilst their Housing Benefit claim is being calculated.

**Universal Credit** - As Universal Credit is normally paid directly to the tenant, it will be the tenant's responsibility to pay all of the rent.

The care provider should assist the tenant in claiming Housing Benefit or Universal Credit and in managing their finances so that their rent account does not fall into arrears. Our housing officers are happy to work with tenants and their support staff to come to arrangements over how to clear any rent arrears.

If a tenant continually falls into arrears or they are in serious arrears and make no attempt to clear them, then we may take legal action which could mean the tenant loses their home. This is always done as a last resort and we will work closely with the tenant and yourselves to make sure we resolve any problems as soon as possible.

### Rent statements

Tenants will be sent a rent statement every year. The statement will say what rent should have been paid in the period and what payments we have received. It is worth noting that Housing Benefit pay four weeks in arrears. This will mean that, for a tenant receiving full Housing Benefit, their account usually appears to be in arrears by four weeks.

It is important that support staff help tenants to check their rent statements to make sure that the record of payment is correct. It is also important that these statements are kept.

Tenants can check their rent account on line at [www.progressgroup.org.uk](http://www.progressgroup.org.uk) or they can call 0333 320 2675. They can also call their housing officer at any time for the balance on their account. They do not have to wait until the next statement is due.

## Rent schedule

### What is a rent schedule?

We issue a rent schedule to every tenant at the time of signing for his/her tenancy and every year after. The schedule contains a detailed breakdown of all the charges that make up the total weekly rent that the tenant must pay to live in the property.

The rent schedule is divided into three broad sections:

- The core rent – this is the rent charged for renting the property itself
- Communal service costs – these are the charges for providing communal services
- Ineligible service costs – these are the charges for services that the tenant will be recharged for but that are ineligible for Housing Benefit.

### Who collects the care provider charges?

On a very small percentage of schemes the charges are managed on Progress Housing Group's behalf by the care provider. In these instances the care provider will invoice Progress Housing Group usually monthly or quarterly, for the service charge income for the elements they manage. It is important that they obtain and keep receipts for any service expenditure.

You can find more detailed information on service charges on page 36 and on rent payments on page 33.



## Service charges

### What are service charges?

Service charges are the charges made for providing communal services. The charges are included in the tenant's total rent and are listed in the tenancy agreement. In addition, a copy of the rent and service charge schedule for a particular property is issued to each tenant when they sign for their tenancy and this will be updated every year.

The schedule will detail what particular services the charges are being made for and can include:

- Heating and lighting for shared areas, e.g. hall and stairs
- Maintaining the garden
- The repair and replacement of some items of furniture, kitchen and laundry appliances (white goods) that Progress Housing Group has provided
- Internal redecoration of shared rooms, e.g. living room
- Rental costs of a communal telephone line and receiver plus the cost of housing management calls only, e.g. to report a repair
- Grounds maintenance
- Servicing of equipment provided by Progress Housing Group, e.g. portable electrical appliance testing, fire fighting/detection equipment
- Servicing of specialist equipment provided by Progress Housing Group, e.g. baths and fixed hoists
- Landlord's contents insurance (i.e. items owned by Progress Housing Group).

### Are there any service charges that are not eligible for Housing Benefit or Universal Credit?

There may be some service charges that are not eligible for Housing Benefit or Universal Credit. In these instances the tenant must pay these charges directly to Progress Housing Group. Any ineligible charges are recorded at the bottom of the rent schedule.

Eligibility of service charges may change from time to time due to amendments in legislation.

### Is the amount of service charge reviewed?

Service charges are reviewed annually. Most of the charges are based on the previous year's costs and any known increases are then added. Service charges can go up or down dependent on expenditure and predicted future costs. Normally the service charge will not change until the following April. In exceptional circumstances the service charge can be changed at other points in the year. If this is the case we will consult with tenants and one month's notice will be given of any proposed changes. If the tenant lives in Scotland and holds a Private Residential Tenancy Agreement, the service charge can only be amended once a year.

With regard to new developments, it is necessary to estimate the service charges. This can be more accurately assessed after a year's worth of bills have been received for the property.

If the care provider manages services on behalf of Progress Housing Group, we will write to them for proof of expenditure for the previous year for those service charges that they manage. The care provider will be asked if there is likely to be a change in expenditure and for an assessment of the service charges needed in the forthcoming year. Progress Housing Group will ask for this information to be returned by the end of September each year so that it can be fed into the rent setting process.

## Housing Benefit

**Many of Progress Housing Group's tenants qualify for either full or part Housing Benefit, so tenants are asked to apply before they move into a property or when their tenancy starts. As a guide, tenants with:**

- Less than £6K in savings are likely to qualify for full Housing Benefit
- Over £16K in savings will have to pay their own rent in full
- Between £6-16K are likely to qualify for part Housing Benefit.

If the tenant applies for Housing Benefit, they will need to provide the following:

- Two proofs of identity, e.g. birth certificate, passport, medical card, National Insurance number card, recent gas or electric bill
- Proof of income, e.g. amount of benefits received – award notices/wage slips/pension slips/bank statements
- Proof of tenancy and when it began, e.g. tenancy agreement
- Proof of savings, e.g. bank, building society or post office books/last two bank statements
- Proof of interest or dividend on investments or savings, e.g. bank, building society or post office books/last two bank statements.

It is advisable that the completed application, if in paper format, is taken to your local Housing Benefit department in person, and you ensure that you request a receipt for it. If the form is subsequently mislaid, the receipt will act as proof of the date it was originally delivered. If the tenant does not have proof that the application was actually submitted on time, then payments for that period may not be made. If it is not possible to hand deliver the Housing Benefit form, it is recommended that it be sent by recorded delivery.

The tenant is also responsible for informing the Housing Benefit department if there is any change in their circumstances, including when the rent changes in April of each year. On rare occasions, after a change of circumstances has occurred, this may result in a tenant receiving more Housing Benefit than they are entitled to. If you are aware of this, then you have a duty to report this to the Housing Benefit department. Failure to do so can be deemed as acting fraudulently.

It is essential that claims for Housing Benefit are made at tenancy commencement, or the tenant may lose entitlement. If all documentation is not available at that time, it must be provided within 28 days of the application to prevent the claim from being closed. Any claims subsequently made after this date will not be backdated, and the tenant will be liable for payment of the rent for this period. Housing Benefit is likely to be paid only from the tenant's move-in date and not from the tenancy start date. It is also important that the tenant is living in the property as their principal place of residence; otherwise, Housing Benefit will not be payable.

Your housing officer will initially help you make your housing benefit claim unless you have an appointee. As the support provider, you should assist the tenant in applying for Housing Benefit and replying to any associated correspondence. Your housing officer is always happy to offer advice regarding the process and will supply information, such as a rent schedule.

### The Housing Benefit process

The Housing Benefit department will write to the tenant to advise them of their entitlement. There are three levels of entitlement:

- Full entitlement
- Partial entitlement. This may be because one of the service charges is ineligible for Housing Benefit or because the tenant works or has some savings. If there is a shortfall, then the tenant is expected to pay the difference
- Nil entitlement. This can be because the tenant's savings levels are too high at the moment or because all the information the Housing Benefit department requested has not been supplied. In these circumstances, the tenant is required to pay the full rent and service charges themselves. (See 'rent payments' section on page 33).

In most cases, tenants opt to have Housing Benefit paid directly to Progress Housing Group as the landlord. It is usually paid four weekly in arrears.

### Housing Benefit suspended or stopped

Housing Benefit can be suspended or stopped by the local authority at any time.

#### Suspended Housing Benefit

Housing Benefit can write to the tenant anytime to ask them to renew their claim. Some Housing Benefit departments only do this when a tenant moves, but others routinely do this annually. All Housing Benefit departments do this if other welfare benefit entitlements have changed. Until the Housing Benefit department has received the new form/information, they will suspend rent payments to Progress Housing Group, and the tenant's account will fall into arrears. The Housing Benefit department may subsequently either reinstate Housing Benefit or stop payments completely, particularly if they do not get a response from the tenant to complete a new Housing Benefit form or for more information. If the claim is reinstated, it is important that the dates in the Housing Benefit letter sent to the tenant are checked carefully to ensure there is no gap between when it was suspended and when it was restarted.

#### Stopped payments

Housing Benefit can stop payments for a number of reasons. If this happens, the support provider should assist the tenant in finding out the reason why. Your housing officer can help if the tenant wishes to appeal the decision. The appeal must be made within one calendar month of the Housing Benefit award notification letter date. If the appeal fails, the tenant will need to make arrangements with Progress Housing Group to pay the rent and any arrears that have accrued.

#### To avoid Housing Benefit problems

The support provider should:

- Help tenants, where necessary, proactively manage their benefit entitlements. If it has been a while since a form was submitted and there has been no response, then chase it with the Housing Benefit department
- Notify any changes in the tenant's circumstances promptly to the Housing Benefit department
- Notify Progress Housing Group if there is any circumstance that affects the tenant's rent payments
- Compare each notification of a Housing Benefit award against the rent schedule to make sure that Housing Benefit is paying all the elements of the rent due. If there is a discrepancy, you should contact the Housing Benefit department and your housing officer to discuss the matter further.

## Universal Credit

**In a small number of cases tenants are not eligible for Housing Benefit, but are eligible to claim Universal Credit to pay their rent. If this is the case any financial help that the tenant receives will be included in the Universal Credit payment that the tenant receives. The tenant will then pay the full rent to Progress Housing Group. If the tenant is two months or more in arrears with their rent, Progress Housing Group can request that the amount is taken out of the Universal Credit payment and paid directly to the Group. This may not cover the full rent and there may be a shortfall that is required to be paid.**

If the tenant feels that they would be unable to cope with the responsibility of paying the rent directly to Progress Housing Group themselves and are worried about falling into arrears, the Department for Work and Pensions (DWP) will consider the tenant for "alternative payment arrangements". This is where the DWP pay an amount out of the Universal Credit awarded to the landlord, with any remaining entitlement paid to the tenant.

## How and when will Universal Credit be paid?

Universal Credit will be paid once a month into an account that a tenant can choose.

The first payment will be made one calendar month and seven days after the date of the claim and then calendar monthly after that. If the tenant is finding it difficult to manage while waiting for this first payment, then they can ask the DWP for an advance payment. This will need to be paid back out of any future Universal Credit payments.

Rather than having monthly payments, some people can get the amount split and paid twice a month – but the tenant will have to ask for this and explain why they cannot manage with monthly payments.

## Does the tenant need to have a bank account?

The tenant will need an account that can receive automated payments for the Universal Credit to be paid into, but Universal Credit can be paid into several different types of account, including:

- Post Office card account
- Basic bank account
- Credit Union current account
- "Jam jar" account (also called a budgeting account)
- Current account
- Prepaid card account.

## How will the tenant claim Universal Credit?

The tenant will need to apply online using the internet. This applies to someone making a new claim for Universal Credit as well as someone moving from one of the benefits it is replacing. If the tenant prefers to make the claim in writing then this is acceptable, however this will mean that the tenant cannot then use the online process. The

same will apply to those using the online system in that they will not be able to choose the option of writing.

If the tenant does not have access to the internet, the computers at the local Jobcentre, a local community centre, library or local council offices may be able offer their services to make the application. Progress Housing Group also has a Tenant Zone with computers and free Wi-Fi at the Sumner House office.

If you need to assist a tenant to make a claim you can get advice from the Jobcentre, or from the local council, or you can get help over the phone (the helpline number is free of charge).

You will need to support the tenant to report any changes to the tenant's personal circumstances online (or via the helpline) such as losing or getting a job, changes in their household, or a rent increase.

## Before a tenant makes a claim, they need to have the following

- Their National Insurance number
- Their postcode
- The name and address of their landlord. The address can be found on the tenancy agreement.
- The eligible rent – this can be different from the full rent. Make sure you check with your housing officer.
- Details of anyone the tenant lives with, including their name, date of birth, age and income.
- Account number and sort code of the account the tenant wishes the Universal Credit to be paid into
- Details of any savings
- The tenant's estimated gross (before tax) wages if they are working
- Details of any other income they receive
- The tenant's email address, landline and/or mobile telephone number.

Once the tenant has made a claim, most people will have to go to the Jobcentre for an interview, to sign their "claimant commitment" to provide documents and to discuss their personal budgeting needs.

For more details on Universal Credit speak with your housing officer.

## Council Tax

### Council Tax discounts

Some Council Tax departments apply a discount to supported living schemes. You as the care provider can assist tenants by either ringing the Council Tax department and requesting a Severe Mental Impairment (SMI) form, or visit the webpage at [www.gov.uk/council-tax/discounts-for-disabled-people](http://www.gov.uk/council-tax/discounts-for-disabled-people). You can then assist, or complete, the form on the tenant's behalf and return it so that any qualifying discount can be applied.

#### Note:

In shared housing schemes where Council Tax is charged it forms part of the rent and Progress Housing Group will therefore make the payments due. However, in self-contained properties the tenant would need to apply for any discount and to make the necessary Council Tax payments.



# Section 6 – Tenancy matters



## Tenant responsibilities

Progress Housing Group's tenants and the people they are responsible for, that is anyone (including children) living in or visiting their home should comply with the obligations set out in the tenancy agreement or the lease.

The precise terms of the tenancy agreement may vary between the different types of tenancy.

Should the complainants not fully co-operate with the investigation then consideration will be given to closing the case.

## Anti-social behaviour

### Tenants' rights and responsibilities

Tenants have a number of rights and responsibilities under the terms of their tenancy agreement. One of their rights is an entitlement to the quiet enjoyment of their home. While one of their responsibilities is not to behave in an anti-social way towards other people, this may be behaviour directed towards someone they share their home with or someone living in the area around where they live.

## What is anti-social behaviour?

Anti-social behaviour (ASB) is any activity that impacts on other people in a negative way and interferes with a person's right to live peacefully in his/her home and the surrounding area. Different people may be distressed or alarmed by different types of behaviour and activity. Progress Housing Group will not always get involved in everything that is reported. Consideration will be given to whether an activity is anti-social and the evidence to prove the anti-social behaviour is taking place. The housing officer will consider how severely the activity or behaviour is affecting others, how regularly it is happening and whether it is considered unreasonable.

Anti-social behaviour covers a wide range of activities including:

- Hate crime
- Mate crime
- Domestic abuse
- Noise nuisance
- Verbal abuse
- Damage to property/vandalism
- Intimidation
- Drug, alcohol or solvent abuse
- Rubbish, graffiti, fly-tipping and overgrown/unkempt gardens
- Using housing accommodation to carry out unlawful activity
- Teenage gangs or other forms of intimidating groups or individuals such as young and unruly children
- Pets – particularly dangerous and or barking dogs
- Abandoned cars
- Theft, robbery.

Any of the above incidents should be reported to the scheme's housing officer who will liaise with the Group's Community Safety Team and legal action may be considered at this point. The Community Safety Team will liaise with the housing officer who will normally remain your point of contact.

Incidents that relate to domestic noise are not classed as anti-social behaviour and include such issues as:

- Banging doors
- Footsteps from adjoining properties and/or communal areas
- Noise of children running or playing
- Talking from adjoining properties and/or communal areas
- Low level noise from TVs, radios or music
- Noise from washing machines, vacuum cleaners or other domestic appliances
- One-off parties or festival/events – such as bonfire night
- DIY at reasonable hours.

In such circumstances Progress Housing Group expect tenants to show tolerance and understanding towards their neighbours. Formal action will only be taken if the Group is satisfied that evidence can demonstrate that an individual or individuals have acted in an anti-social manner.

### What is hate crime?

A hate crime is any criminal offence which is perceived, by the victim or any other person, to be motivated by a hostility or prejudice passed on a person's age, disability, gender, marriage or civil partnership status, pregnancy or maternity status, race, religion or belief, or sexual orientation.

### What is mate crime?

Mate crime is a form of crime in which a perpetrator befriends a vulnerable person with the intention of then exploiting the person financially, physically or sexually. The perpetrators take advantage of the isolation and vulnerability of their victim to win their confidence.

### Progress Housing Group's approach to anti-social behaviour

It is acknowledged that there is a high potential for anti-social behaviour among the client groups that we provide accommodation for. In many instances this behaviour is neither deliberate nor malicious. It may also arise because of a temporary change or permanent deterioration in a tenant's health condition or difficulty in coping with independent living. We are also aware that complaints against its tenants of anti-social behaviour sometimes arise from false concern and prejudices about that tenant's differences.

Many of our tenants receive 24-hour support in order to maintain their tenancies and to enable them to acquire independent living skills. This involves you as the care providers working with them to ensure they live harmoniously with others sharing their accommodation and in the community generally. Given your role, along with your specialist knowledge of the tenant and their particular behavioural traits, we expect you to initially support the tenant/act on their behalf in trying to resolve problems of anti-social behaviour. This usually involves first talking to the person who is (allegedly) causing problems, since they may not even know that their behaviour is causing upset.

If the problem continues, or if there are serious threats to a tenant's safety, then you as a member of the care providers team, or the tenant suffering from anti-social behaviour should contact the housing officer to discuss the matter.

It is expected that most tenants making complaints of suffering anti-social behaviour will need assistance to do this and we may ask you, on behalf of the tenant, to put the complaint in writing, giving full details of any incident(s) that has taken place.

We ask that you record everything in as much detail as possible. Whilst legal proceedings are always a last resort there is always a possibility that an anti-social behaviour problem may result in legal proceedings at some stage. If legal action is taken in a case, your evidence will be used in court and a general summary isn't taken as seriously by the court as word for word evidence. It is important that you provide as much detail as possible.

Here is a checklist of useful information:

- The date and time of the incident
- What happened (write down exactly what you saw and heard)
- Where did it happen?
- Who was involved?
- Were there any witnesses? Did anyone else see or hear the incident? If so, record their name, address and contact telephone number
- Have you reported it? If so, write down who you spoke to and where and when you made the report. For example; the police or social services

- How has it affected you, or the person who has been subjected to the ASB? Write down the way the incident has made you/them feel.

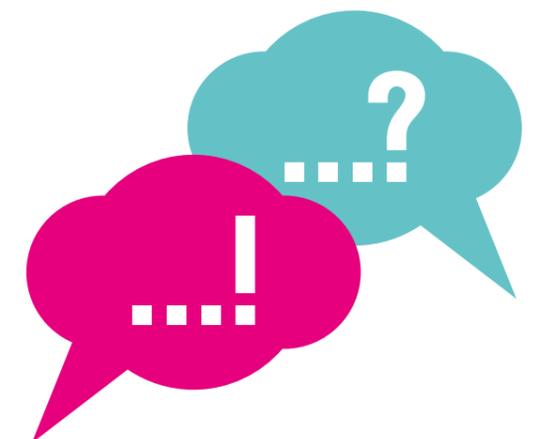
We aim to respond to anti-social behaviour cases promptly and professionally. Your housing officer will work alongside our Community Safety Team who deal with anti-social behaviour issues. Both your housing officer and the Community Safety Team are trained to manage the cases of anti-social behaviour with empathy and integrity.

If the anti-social behaviour reported involves the use, or threat of use of violence, domestic abuse or hate crime, then we will contact the person who reported the incident within one working day.

For all other cases, the person reporting the incident will be contacted within five working days.

Once a case is opened, we will:

- Investigate a case professionally, impartially and honestly
- Agree an action plan and complete a risk assessment of the situation
- Keep the person who reported the incident updated on the progress of the case in the way that was agreed with him/her
- Write or email them when a case is closed
- Conduct a tenant satisfaction survey following the closure of a case.



## Opening a case

Any person can report an incident of anti-social behaviour by logging the case through a form on the website [www.progressgroup.org.uk](http://www.progressgroup.org.uk), via web chat through the website, in person at any of Progress Housing Group's offices or by telephoning 0333 320 2675.

When a tenant reports anti-social behaviour we will advise them to try and resolve the issue by talking to the person causing the problem. If it is not appropriate or talking to the person does not work then your housing officer will assess the situation and respond in accordance with the Group's service standards.

The tenant may be asked to keep a diary record of incidents prior to a case being investigated. If diary sheets are not returned or completed appropriately or the complainant fails to co-operate with any other part of the investigation then Progress Housing Group will consider closing the case.

In some instances we may only be able to offer advice and information and where it is appropriate signpost the tenant to another agency.

If the anti-social behaviour reported involves the use or threats of the use of violence, domestic abuse or hate crime, we will advise the tenant to contact the police, if they have not already done so. Either your housing officer or a member of the Community Safety Team will contact the person who reported the incident within one working day.

For all other cases the person who reported the incident will be contacted within five working days.

## Support for tenants

We will work closely with you as the tenant's care provider and/or the tenant's advocate. This will be for the duration of the case until it is closed.

### Initial investigation

Most reports of anti-social behaviour are dealt with quickly without having to consider legal action.

The tenant will be asked to provide as much evidence as possible to get a full picture of events.

If the case does not involve threats, violence or serious harassment, it will be suggested that the witness talks to the person causing the problem about the anti-social behaviour explaining the effect it is having on him/her, making sure that they do this in a polite and reasonable manner.

### Confidentiality

If a tenant wishes to discuss an anti-social behaviour issue confidentially the housing officer and or a member of the Community Safety Team will listen, however it may be that limited or no action can be taken. Confidentiality of a tenant will be maintained if the Group is satisfied that identifying the tenant to the individual(s) they are reporting would put them at real risk of harm, though legal enforcement action may not be possible unless the witness can be identified to the court. In circumstances where confidentiality may be required to be lifted, then we will discuss this with the tenant first.

As a rule we will not inform the other party of the identity of the individual(s) who have reported an incident. The housing officer or the Community Safety Team will always get an individual's permission before discussing details with the other party. If reports are made anonymously they will be considered, however it may be that limited or no action can be taken.

## Interviewing the other party

In many cases a Progress Housing Group employee will need to speak to the other party usually at his/her home. The reports that have been made will be discussed. He/she may admit that they have acted in an anti-social manner and if so, they will be given a verbal warning which will be followed up in writing. He/she might have been unaware of this until we have spoken to him/her as the nuisance might not have been caused deliberately. In this case advice will be given which will be followed up in writing.

If the party does not admit to doing anything wrong and continues to cause a nuisance it is likely that more evidence will be required. In this case the witness would need to complete an incident diary to record the incidents that he/she witnesses/hears. Help will be given to complete this form. If a witness has difficulty completing the incident diaries then other ways of recording the nuisance will be suggested.

The housing officer or the Community Safety Team might also need to collect other evidence such as photographs, video, or audio recordings of the incidents as they happen. Or they may also need to speak to other people who have witnessed the incidents or other agencies such as the police.

We have a range of powers to deal with anti-social behaviour and will make use of these appropriately by using the action that is reasonable, proportionate and most likely to produce an effective solution. In the most serious cases legal action may be taken.

### Closing the case

We will close an anti-social behaviour case when the housing officer/Community Safety Team:

- Believes they have resolved the problem or the problem has stopped
- Think that there is no case to investigate

- Believe the evidence does not warrant action
- Has not had a response from the witness after they have reported an incident.

The case will be closed if the issue involves a dispute between neighbours and evidence is not sufficient to demonstrate that one party is more at fault than the other.

We will record why the case has been closed and will write to tell the witness(es) giving the reasons for the decision. This will be followed up with a telephone/written questionnaire for all those cases where the tenant has engaged with the Community Safety Team.

## Partnership working and sharing information

In order to be effective in tackling anti-social behaviour and sustaining long-term solutions, we want to work in partnership with you as the care provider. Other agencies may need to be contacted to provide support to individual perpetrators. Victims and witnesses may be informed of the action taken to tackle anti-social behaviour when it is appropriate and justified to do so. We may also inform the wider community, again when it is appropriate and justified. The updating of victims or the community will always be done so by abiding by legislation and data protection regulations.

## Protecting our communities

We aim to take a swift course of action appropriate to the severity of a case, taking into consideration the needs of the witness and the circumstances of the perpetrator. The Group will strive to achieve a balance between prevention, early intervention, enforcement and support actions in order to provide long-term solutions.



## Early intervention

We will act upon a report of anti-social behaviour in order to prevent it escalating to a more serious level. Interventions used to try and resolve the anti-social behaviour as quickly as possible include visits, verbal warnings, warning letters, restorative justice and mediation. The Group may also consider asking the perpetrator to agree to sign an Acceptable Behaviour Contract which sets out the behaviour that will not be tolerated and the consequences of continued anti-social behaviour. The housing officer for your area would arrange for this document to be drawn up and would discuss the detail of it with the tenant/you the care provider/and/or advocates as necessary.

## Safeguarding vulnerable persons

If you feel that a tenant is being abused or neglected in any way, please contact the local authority and advise that you have a safeguarding issue that you wish to log and discuss with them. Alternatively you can discuss this with your housing officer.

## Support for witnesses and victims

We understand that standing up to perpetrators can be stressful and the housing officer/Community Safety Team will keep witnesses informed of any action taken and maintain contact with them. The housing officer/Community Safety Team will ask all witnesses and victims if they would like to be referred into the Group's witness support service. If there are a number of

witnesses in a particular case then setting up a witness support group will be considered. Additional security measures such as installing CCTV to help support the witnesses may be considered.

## Support to the perpetrator(s) to change behaviour

Often there may be significant underlying problems which contribute to a person causing anti-social behaviour, such as abuse or neglect, alcohol and drug misuse. If we think a perpetrator might have a problem of this kind then the housing officer/Community Safety Team may work with you and/or other agencies or make referrals to other agencies who can provide support that will help prevent the behaviour. If the anti-social behaviour continues once supportive actions have been put in place, then enforcement action may take place through the courts.

## Enforcement

We will warn those responsible for their anti-social behaviour and ask them to stop it immediately. In the vast majority of cases enforcement action is not necessary. When it does become necessary then it will be primarily through the county courts. It is recognised that some of the tenants may lack mental capacity and most will have a medically recognised disability or be perceived to be vulnerable. Therefore consideration will be given to ensure that any proposed action is proportionate.

## An example of some of the enforcement measures directly available to Progress Housing Group include:

### Civil Injunction Order

Injunctions are orders which are made at the court's discretion. They can be granted against an individual aged 10 or over requiring them to stop their anti-social behaviour or require them to do a specified action, a positive requirement. If a person disobeys an Injunction Order, they could be fined or sent to prison. We can seek an injunction against anyone living in or visiting our properties even if they are not a tenant.

### Possession order

As the landlord, we can ask the county court for an Order for Possession of a property if the tenant or a member of their family or friends are engaging in serious or persistent anti-social behaviour, or who are causing harassment. All other alternatives or remedies will be considered to address the anti-social behaviour and its causes before resorting to possession proceedings and asking the court for an eviction. The Absolute Ground for Possession is available to a landlord where a tenant, a member of a tenant's household, or a person visiting the property has met one of the following conditions:

- Convicted of a serious offence
- Found by a court to have breached a Civil Injunction
- Convicted for breaching a Criminal Behaviour Order (CBO)
- Convicted for breaching a noise abatement notice; or

- The tenant's property has been closed for more than 48 hours under a closure order for anti-social behaviour.

## Other options

There are other tools to tackle anti-social behaviour which are not directly available to us but through good partnership working, particularly with the local authority and the police, who together are able to influence the application for these options and could include:

### Community Protection Notice

These can be issued by council officers or the police against anyone aged over 16 years who is committing anti-social behaviour which spoils the community's quality of life. To breach the order is a criminal offence resulting in a fixed penalty fine.

### Criminal Behaviour Order

These can be issued by any criminal court against a person who has been convicted of an offence. They are designed to tackle the most persistently anti-social individuals who are also engaged in criminal activity. It is the Crown Prosecution Service (CPS) that decides to seek an order. Breach is a criminal offence which can lead to a penalty of five years in prison.

### Closure Power

The Closure Power gives power to the police and local authorities to close premises which are being used, or likely to be used, to commit nuisance or disorder. The order can last from 24 hours up to six months depending on the circumstances. The order prevents any person from entering the building.



## Management agreements

**Most of Progress Housing Group's properties have a management agreement in place, with either a local authority commissioner or a care provider.**

### What is a management agreement?

A management agreement is a legal contract that identifies the terms under which Progress Housing Group and the care provider and/or service commissioner come together to provide a supported living scheme. It sets out the obligations and responsibilities of both parties.

### What does the agreement cover?

The agreement will explain the situation in respect of:

- Obligations of the parties, that is, who is responsible for each aspect of the service
- Voids and who will be responsible for any lost income as a result of vacant rooms or flats
- Sale of the property, should it not be possible to identify suitable tenants for future vacancies
- Staff facilities, such as a staff room or sleep-in room and whether a charge is made for this
- How much notice is required to end the agreement should the care provider no longer be contracted by the service commissioner to provide the support to

the tenants living in the scheme, or if the property has to be sold because of lack of demand

- Selection of tenants
- Review and dispute resolution.

### How long does a management agreement last for?

This can vary but it is usually for a fixed term period of 10 years and then reviewed periodically from thereafter.

### Why have I never seen a management agreement for the scheme?

The care provider at schemes may not be aware or have seen the management agreement since this is normally held at the care provider's head office, or with the service commissioner.

If you need to know more about management agreements please contact your housing officer.

### Lease agreements

In some instances Progress Housing Group may have a lease agreement rather than a management agreement. This is similar to a management agreement in that it identifies the responsibilities and obligations of the relevant parties. Lease agreements are used when Progress Housing Group does not own the property or where it permits other agencies to use a property for alternative service provisions, such as respite care or resource centres.

A lease agreement will highlight who is responsible for property repairs. If the property that you work in is leased, you may have a different contact number for some repairs. If you are unsure who to contact regarding a repair, please contact your housing officer, who will be able to check for you.

## Review visits

**It is our policy to carry out a review visit at its supported living schemes. These are carried out at least once a year, with a follow up visit or call within six months to ensure all actions outlined in the original visit have been completed. New supported living schemes will be first visited within four months of the properties being available to let, and then annually thereafter with the six monthly follow up visit or call as outlined above.**

### What are review visits?

Review visits are usually carried out by one of our housing officers. This is to ensure that tenants remain happy in their homes and the property is in good order. Review visits take around two hours to complete.

A convenient date will be arranged with you for the housing officer to carry out the review. The housing officer will plan a number of visits in the same area on the same day. We ask that appointments are not cancelled unless an unavoidable problem arises. If you do need to change a review visit appointment, please let us know as soon as possible.

### Who does the housing officer need to speak to at the review visit?

We want to ensure tenants have the opportunity to meet their housing officer and raise any issues they may have.

### What is the purpose of the visit?

There are a number of purposes to the review visit. These are to:

- Ensure that our responsibilities as a landlord are being fulfilled

- Check that tenants are getting the service outlined in their tenancy agreement
- Check that care providers, acting on a tenant's behalf, are also satisfied with the service that is being provided
- Ensure that any health and safety risks have been identified and are managed
- Ensure the Fire Risk Assessment is still current for the building/tenants
- Identify any problems and resolve them quickly.

### What will happen at the review?

The housing officer will inspect the property internally and externally to assess the general state of décor, household standards and if there are any repairs and maintenance issues.

### What questions will be asked at the review visit?

Some of the typical questions the housing officer might ask the care provider and/or the tenant are if:

- Any current Housing Benefit/Universal Credit or general welfare benefit issues that may affect the ability for the tenant to make rent payments
- Any current problems in respect of rent arrears
- Any current empty rooms/flats and what is being done to fill the vacancies
- Any outstanding issues in respect of white goods/furnishings that are our responsibility, or if any items are likely to need replacing over the forthcoming year. The white goods and furnishing inventory will be updated as necessary
- Any aids and adaptations needed/are likely to be needed in the near future

- Any outstanding property repair issues
- That gas and electrical checks are still valid
- Health and safety procedures are in place and whether there have been any reported incidents in the last year pertaining to the property. (A request will be made to see the scheme's health and safety record)
- Any issues in respect of the 2007 'Smokefree' legislation
- Up-to-date fire procedures and regular fire drills (The housing officer will ask to see the scheme's fire drill record)
- The current Progress Housing Group Fire Risk Assessment is available and where it is kept
- Any issues with staffing levels that may have an impact on how the scheme runs
- Any health and safety risks you may have identified pertaining to the maintenance of the property and outside areas.

Your housing officer will check that our records are up-to-date in respect of:

- The preferred method of communication for tenants
- Contact number and email address of the care provider
- The support hours available on site.

Tenants will be informed about the time of the visit and will be asked:

- Whether they are happy with the housing service they get
- Whether they are interested in getting involved with Progress Housing Group, such as attending a tenant's meeting
- If they have any stories for the tenant's newsletter that they want to submit

- If they know about our feedback procedure and if they know how to make a complaint, give a compliment or give feedback on something that has been done wrong, so it can be put right
- If there are any other landlord issues they want to raise.

The housing officer will summarise at the end of the review any action required to be taken after the visit.

### What happens after the review visit?

- The housing officer will follow up any outstanding matters and keep the care provider and/or the tenant informed of the outcomes
- Any outstanding property repairs will be reported
- Any outstanding issues in respect of white goods/furnishings will be reported
- Any new information that is kept on the housing management system will be updated as necessary
- Details of any tenant interested in becoming more involved will be forwarded to the Progress involvement officer - this is the employee who co-ordinates community involvement
- For first review visits only - any outstanding development matters will be investigated with the Development Team
- Give updates on any new Fire Risk Assessment that is required, or amendments to the existing document.

### Letting vacancies

#### Who finds new tenants for empty properties?

It is important that empty properties are re-let as soon as possible. When a vacancy occurs, the Group will contact the relevant service commissioner or care provider to nominate a suitable applicant. During this

period the housing officer will contact you on a regular basis for updates on any suitable applicants that may be interested in the property.

Housing application forms must be completed for the nominated person.

If applicants are refusing the property then the housing officer will work with you to understand why this is the case and a further inspection may be required to see if the problem can be rectified.

When arranging for the tenant to sign their new tenancy agreement, a date will be set for as soon as possible after the termination date of the previous tenancy. However, this will depend on the interest for the property.

We reserve the right to refuse to accept the nomination if it feels that the accommodation will not meet the person's needs or there are compatibility issues that make the letting unsuitable.

### What details do Progress Housing Group need to know about the new tenant?

Progress Housing Group requires at least two weeks' notice that a new tenant may be moving in along with the details of the intended tenant. You will be sent an application form to complete and return as soon as possible. This information will be used to create the tenancy agreement and to set up the tenancy. It is important that you tell us at this point if the tenant has the capacity to understand the tenancy agreement and the implications of signing this legal document. If they are not able to, then please refer to 'What does signing up for a tenancy actually involve?' where this is explained in more detail.

### When will the new tenant need to sign their tenancy agreement?

One of our housing officers will liaise with you to arrange a convenient date to meet with the tenant to explain the agreement and

then for them to sign it if they are happy to do so. It is important that the tenant does not move into the property before signing the agreement as they do not have a legal right to live there until this process has been completed.

Furthermore:

- Progress Housing Group's building insurance cover may be negated should anything happen to the building whilst an unauthorised person is occupying the premises
- The tenant would be unable to claim either their full entitlement for Universal Credit or any Housing Benefit without a tenancy agreement
- A Fire Risk Assessment would not have been carried out by Progress Housing Group putting the tenant at a potential risk
- The property may still require essential repairs, again putting the tenant at risk
- The person's legal rights in respect of the accommodation would be severely restricted.

For these reasons we do not permit emergency placements in our supported living properties.

### What does signing up for a tenancy actually involve?

Before the sign up we will be happy to answer any queries and concerns that arise at this stage, so that a prospective tenant and their representatives can gain a better understanding of the implications of having a tenancy.

At the sign up, the housing officer will explain simply the terms of the tenancy agreement. We use a pictorial tenancy agreement and a series of short videos to help us do this.

The tenant, will sign the agreement unless they do not have the capacity to do so. If the tenant does not have capacity then we will accept a Best Interest Report from a social worker or other professional who has the authority to supply this document.

Alternatively a Court of Protection may be sought from the courts, or a valid Property and Financial Affairs Lasting Power of Attorney may be provided. If one of these options is to be considered please contact the housing officer who will be happy to guide you/the tenant's representative through the process.

Your housing officer will ensure that the correct paperwork has been completed to apply for Housing Benefit or Universal Credit. The tenant will be asked to sign forms to enable these departments to correspond with us directly to assist with any future issues that may arise.

The Tenants' Handbook and appropriate information leaflets will be given to the tenant. These are also available online at [www.progressgroup.org.uk](http://www.progressgroup.org.uk).

#### Did you know?

A set of short videos are available on our website at [www.progressgroup.org.uk/manage-my-tenancy/further-tenancy-information/for-supported-living-tenants/](http://www.progressgroup.org.uk/manage-my-tenancy/further-tenancy-information/for-supported-living-tenants/) which will explain the main parts of the tenancy agreement. The housing officer will show these to the tenant at sign up.

### Who pays for the contents and building insurance?

We will insure the property and any communal area fixtures and fittings that have been provided by the Group. For example furniture, furnishings and equipment owned by the Group will be insured against loss or damage. We will not insure the tenant's own furnishings

or possessions. It is advised that tenants insure their own personal belongings in the event that they may be lost, damaged or destroyed.

### Tenancy terminations

A tenancy can come to an end for a number of different reasons and they could be in the form of:

- Formal termination – where a tenant gives formal written notice
- Death of a tenant
- Transfer – where a tenant moves to another property within the Group
- Abandonment – where a tenant has abandoned a property without notice
- Eviction – where we have completed court action and obtained authority to evict a tenant.

### What does a tenant have to do if they want to end their tenancy?

Only the tenant, or their legal appointee is able to end their tenancy. They are required to give four complete weeks' notice in writing of the intention to move out, starting on a Monday and ending on a Sunday. If the tenant moves out earlier then they will still have to pay the four weeks' rent and service charges due up until the termination date.

We can provide the tenant with a standard termination of tenancy letter, which they, or their appointee, just need to sign and return. Alternatively the tenant/their appointee may prefer to write their own letter.

If the tenant does not have the capacity to end their tenancy, but it is in the best interest that the tenant moves on from the accommodation, then we would request that a Best Interest Report is obtained from a social worker or a professional who is authorised to provide one.

### What do the care provider staff need to do?

We ask that as soon as you know that there is going to be a vacancy at a property that you contact your housing officer or contact a member of the Housing Management Team. A copy of the 'Notification of Tenancy Termination' form can be forwarded either by email or in the post. This needs to be completed and returned as soon as possible.

### What will Progress Housing Group do when a notification of a tenancy termination has been received?

- We will acknowledge the termination in writing
- Confirm the date the tenancy will end on
- Give the current rent account balance
- Advise that the rent account must be completely clear at the end of the tenancy
- Advise the Housing Benefit department or in the case of Universal Credit the DWP of the termination date.

### Moving out

When the tenant moves out they must ensure that:

- The property is left in a clean and tidy condition
- The property is cleared of all effects
- Any fixtures or fittings installed without permission have been removed
- Any damage caused is put right
- All keys to be returned to Progress Housing Group or the care provider on or before the end of the tenancy date
- Any outstanding rent is paid up to and including the end of the tenancy date regardless of whether the tenant has moved out prior to this date

- They advise the Housing Benefit department or DWP in the case of Universal Credit of the termination date
- They provide a forwarding address
- They advise Royal Mail, utility companies and any other organisations of their change of address.

If the tenant leaves furniture in the property after the tenancy has ended, we may recharge the tenant for the cost of removing or storing any items left behind.

### Preparing the property for future lettings – inspection and repairs

#### Shared properties

Once the property is empty, we need to ensure that the room/s to be re-let is/are in a good condition for any future tenant to move into. If the property is shared, your housing officer will contact you and carry out a telephone inspection. This will involve you answering questions about the room around the condition. For example, is the room in need of decoration, etc? Following this, any repairs required will be carried out. If you feel that an inspection is required due to a high level of repairs then we will arrange for one of our contract surveyors to visit.

#### Flats

With regard to empty flats, an inspection will be carried out by us and the property will be re-let once all the necessary repairs have been carried out.

#### Damage

During an inspection it will be determined whether any repairs are down to accidental or wilful damage, neglect or vandalism by a tenant or a tenant's visitor. We will ensure that any such repairs will be completed but depending on the circumstances a recharge may be made.

## What happens if a tenant dies?

In the unfortunate event of the death of a tenant, we will require the care provider, or another tenant representative to provide a member of the Housing Management Team with a copy of the death certificate in order that the tenancy can be legally terminated.

With regard to the condition in which the property is left in, the requirements are the same as those already highlighted in the case of a formal termination.

The tenancy will be terminated on the date of death and Housing Benefit is only paid up until this date. In the case of Universal Credit, this would end from the beginning of the Monthly Assessment Period in which the tenant dies. Unfortunately we cannot re-let the property until the keys are returned. Therefore, it will recover costs for loss of rental income and the rent will continue to be charged for a two week period. As any benefits will have ceased, the outstanding charge will be recovered from the former tenant's estate.

We recognise that this is a difficult time for the care provider staff who have known the tenant and supported them throughout their tenancy. It is also appreciated that it is a sensitive time for tenants' families. The family therefore may require some flexibility for clearing the property and extra time may be granted for the property to be cleared and the keys returned. Your housing officer will need to request the deceased tenant's estate to cover any additional rent for the extra period granted. This will be at the full rent that is normally charged for the property.

Where there is no next of kin or representative identified, then the estate vests in the Crown. The Queen's and Lords Treasurer's Remembrancer must be notified and the appropriate procedures followed.

## What happens if the tenant is transferring to another property owned by Progress Housing Group?

If this is the case then contact your housing officer and they will talk you through the process as this is slightly different compared to a tenant ending their tenancy completely.

## What happens if the tenant has abandoned the property?

Abandonment is where the tenant appears to have left the property without advising you or us that they intend to terminate their tenancy agreement. There will usually have been some trigger to make you consider whether the tenant has left the property without the intention to return. If this has occurred please contact your housing officer so we can investigate further. There is a legal procedure that must be followed and the property cannot be re-let until this process has come to its conclusion. We will keep you updated.

## What happens if the tenant has been evicted?

We will follow the legal procedure should a tenant need to be evicted. This is a very rare occurrence where there has been a breach of tenancy and it is deemed necessary to recover the property.

**Please remember** that it is important that anyone moving into a property needs a tenancy agreement and cannot move in without one.

# Section 7 - Tenant involvement



## Get involved

**We know that the best way to improve our services is to ask our tenants what they think. These ideas can be used to see if the way things are done by the Group can be changed.**

We try to be as inclusive as possible and welcome feedback from family, advocates and support staff about how all tenants might be included.

### Why should tenants get involved?

It is important that tenants have an opportunity to express their views and, in doing so, participate in the landlord service they receive. Our experience also shows that tenants may learn new skills through attending meetings, which increases their confidence, as well as meeting new people who share their interests and concerns. Feedback to the Group also shows that by appearing in our newsletter raises some tenant's self-esteem.

We value the involvement of all our tenants and recognise that our services can improve by listening to their views.

### How can tenants get involved?

Our Progress Involvement Team works with tenants and promotes tenant involvement.

A 'menu of involvement' is offered so that tenants can get involved as much or as little as they like.

This includes:

- Filling in questionnaires
- Coming to tenant meetings

- Contributing stories or ideas to the tenants' newsletter
- Using the complaints and compliments procedure (see page 59 complaints, compliments and feedback)
- Entering competitions
- Becoming a volunteer
- Carrying out Talk back activities.

### What do Progress Housing Group do to encourage tenants to get involved?

We try to help tenants to become involved in ways that best suits them. To encourage them to get involved the Group will:

- Hold sessions in person and virtually
- Find meeting places that are accessible to everyone
- Run information/training sessions so that people gain a better understanding about what being a tenant is all about. We will be led by what tenants want to know more about but topics might include tenants' rights and responsibilities, the repairs service or service charges
- Use picture cards, where applicable, to convey important ideas to help people better understand what our involvement officer is talking about
- Pay the cost of travel to meetings
- Produce a tenant information leaflet
- Keep meetings to no more than an hour or an hour and a half.

### General tenant satisfaction survey

We will survey tenants each year. We will take these views into account when reviewing our services. We will publish the results of our surveys on our website.

## Tenants' meetings

In response to interest expressed by tenants, we hold a series of small meetings in different parts of the country. Meetings may be one-off or if there are enough tenants in a particular area then more regular meetings will be hosted.

At meetings we talk about various topics to do with being a tenant. There may be a particular problem that a group may want help to solve, such as neighbour nuisance, outstanding repairs or how to develop a communal garden. Tenants are very welcome to bring their support staff with them to meetings.

### Tenant newsletter - 'Your News'

We issue a supported living tenant newsletter four times a year. As part of the usual involvement meetings, tenants can give feedback on the newsletter and suggest what topics they would like to see featured in future editions. We host a tenant forum meeting in different parts of the country. Discussions cover what tenants think of the previous edition of the newsletter, how future editions might be improved and what storylines they would like to see featured.

### How to tell us what you think

**We are committed to providing our tenants with high quality services and want to know if something is wrong so that things can be put right. If tenants are not happy with the quality of service they receive, or the way they are treated by our employees or our contractors, they have the right to complain.**

### What is a complaint?

We define a complaint as:

Where a tenant is dissatisfied with the service they have received from us, or one of our employees or our contractors and want the Group to respond or take action.

For example, if a tenant is upset about the attitude of an employee or contractor, or if they feel a service standard has not been met, they can make a complaint.

We do not class any of the following as a complaint or service failure:

- An initial request for a service
- A request for information
- A request for clarification of our policies or procedures
- A request for an explanation about something. (Although this may result in a complaint being made)
- An anti-social behaviour complaint. (Anti-social behaviour is dealt with separately to this procedure).

### How can tenants make a complaint?

Tenants can make a complaint in any of the following ways:

- In person, by talking to their housing officer
- By email
- Telephone
- Letter
- Feedback form
- Live chat
- Via our website and completing and submitting a feedback form.

For more information about our feedback process contact can be made in the following ways:

- By telephone on 0333 320 2675
- Online [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk)
- By email, [RWPenquiries@progressgroup.org.uk](mailto:RWPenquiries@progressgroup.org.uk)
- Chat live on the website [www.residewithprogress.org.uk](http://www.residewithprogress.org.uk).







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