

Tenant's Handbook



Morrison House, Bayfield, Portree, Isle of Skye, IV51 9EW

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This Handbook supplements the Tenancy Agreement between you and the Association and is intended to explain more fully the contents of the Tenancy Agreement and the services offered by the Association. It is intended for general guidance and advice only and is not to be taken as forming part of the Tenancy Agreement. It is also not intended to be a substitute for personal contact with the Association. Tenants are asked to contact the Association's staff immediately about any problems with their house or tenancy.

Revisions and additions will be made to the Tenant's Handbook from time to time and comments from tenants are encouraged and welcomed.

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1. About Us

Lochalsh and Skye Housing Association aims to provide access to high quality affordable housing solutions and related services and to contribute to the improvement of the social, economic and cultural wellbeing of the whole community.

The Association is run by a Management Committee of up to 15 people which is elected annually from the Membership of the Association and meets monthly to approve policy and to monitor and control the Association's activities.

Responsibility for the day to day running of the Association is delegated to staff who will deal with any enquiry regarding your tenancy.

1.1 Our Office

Our address is:

Morrison House
Bayfield
Portree
Isle of Skye
IV51 9EW
Phone: 01478 612035
Fax: 01478 613377
Email: info@LSHA.co.uk
Web page: www.LSHA.co.uk

Office Opening Hours:

Monday – Friday 9.00 a.m. – 5.00 p.m.

Office Closing:

Information regarding public holidays will be advertised in advance.

If you would like to receive this document in another format, e.g. in large print, CD, e-mail or Braille or languages other than English, please contact us and we will forward a copy to you.

If you do not understand anything in the handbook, your Tenancy Agreement, or any of our other documents, please contact us and we will be happy to help.

2. Getting Involved and Becoming a Member

2.1 Membership of the Association

Membership of the Association is open to anyone over the age of eighteen, in return for a one-off Share Subscription of £1.00. As a member you would be entitled to attend and vote at our Annual General Meeting, to stand for election on to our Management Committee, which meets monthly and take part in managing our activities. This would allow you to contribute to ensuring that tenant's views are included in the decisions which the Committee takes. Once your application has been approved by the Committee of Management, you will receive a share certificate confirming your membership of the Association.

Committee members receive training and keep up to date with issues affecting housing by attending seminars and conferences.

3. Your Rights

3.1 Your Tenancy Agreement

The Tenancy Agreement, which you signed at the start of your tenancy, sets out your rights and responsibilities as a tenant. It is a legal contract between you and the Association.

We hope that you will find the following general information about your tenancy useful. If you need further information on any aspect of your tenancy, please contact the Association.

3.2 Changes in your Household

If you want to:

- take in a lodger
- sub-let part of your home
- transfer (assign) the tenancy to someone else **or**
- change your tenancy to a joint tenancy

you must first get our permission in writing.

We will not refuse to give our permission unless we have a good reason for doing so.

If you would like to transfer your tenancy, the person to whom you wish to transfer the tenancy must have lived in your home as their only or main home for at least six months, prior to seeking our permission. The Association must have written notification of this persons details at least six months prior to an application for transfer being made.

3.3 Ending the Tenancy

You may end your tenancy by giving the Association a minimum of twenty-eight days written notice. You are required to:

- leave the house clean and tidy

- remove all your belongings
- make sure lodgers or sub-tenants leave with you
- do the repairs you are responsible for
- ensure that you have made all payments due to us
- give us a forwarding address
- make sure all keys for the property are returned to the Association

A full list of the things you must do is contained in your Tenancy Agreement.

We can end your tenancy and evict you if the Sheriff grants us an Eviction Order under Section 14 of the Housing (Scotland) Act 2001 for any of the reasons explained in your tenancy agreement.

3.4 Passing on the Tenancy (Succession)

As a Scottish Secure Tenant, when you die your tenancy can pass on to another member of your family. If there are several adults living in your home when you die, your tenancy can pass on in the following order:

To your spouse or partner of the same sex who lived with you as if you were married, as long as your home has been his/her main home for at least six months prior to your death.

To another adult member of your family, as long as your home has been his/her main home for at least six months prior to your death.

Or to a carer who lives in your home and who gave up his or her own home to care for you, or another member of your household.

3.5 Abandonment

If we have reasonable grounds for believing that you have abandoned the house, we may forcibly enter the house and make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the house. If, at the end of that period, we have reasonable grounds for believing that you have abandoned the house, we may repossess it by service of another notice. You have the right to make application to the sheriff against repossession within six months.

3.6 Right to Buy

We informed you at the time of signing your Scottish Secure Tenancy Agreement whether or not you had the Right to Buy. You should contact the Housing Association for further information regarding your specific rights.

3.7 Right to Repair

Since 30 September 2002 under the Housing (Scotland) Act 2001, Scottish Secure Tenants and Short Scottish Secure Tenants have the right to have small urgent repairs carried out within a given timescale. This is called the Right to Repair Scheme.

The Scheme covers certain repairs up to the value of £350. These repairs are known as “qualifying” repairs.

When you report a repair, we will let you know whether it is a qualifying repair under the Right to Repair Scheme. If a repair is a qualifying repair you will be advised of the maximum time allowed to carry out the repair and what you should do if the deadline is not met.

We will also provide you with details of a second Contractor who you may allocate the work to if the first Contractor fails to meet the deadline. If this is required, the Association is happy to make the necessary arrangement; however, you are entitled to contact the second Contractor directly if you wish. The second Contractor must let the Association know if they are taking over the responsibility for the repair prior to commencing work and the time scale re-starts from this point.

3.8 Right to Compensation for Improvements

If you carry out home improvements, you may be able to get compensation for them when you move out. In order to get compensation the improvement must:

- be approved by the Association
- increase the value of the home
- not affect our ability to let the home to other tenants
- meet the necessary standards for safety and workmanship
- comply with all statutory consents

If you want to carry out any home improvements you must first write to us outlining your intentions.

Get written approval to proceed with any improvement.

When the work is carried out you should keep any relevant receipts.

You will have received information about compensation for approved improvements at the start of your tenancy and annually thereafter.

3.9 Right to Information

We will give you a copy of your Tenancy Agreement. Details of our Policy and Procedures are included in this handbook and in a variety of information leaflets which you can get from our office.

Under the Data Protection Act 1998, you have the right to see information held by the Association about you and your household, unless information has been supplied by a person or organisation which reserves its rights to confidentiality.

If you wish to have access to your file or would like more information about the Association, please make a written request and we will provide photocopies of this information.

3.10 Right to Consultation

The Association will consult with you about making or changing policies regarding housing management, repairs and maintenance and rent and service charges, if these changes are significant.

Consultation may take the form of:

- information in our Newsletter and on our website
- a letter explaining the proposal and asking for comments
- tenants' meetings
- discussions with tenants and Registered Tenants Organisations

3.11 Right to be Involved

We have a tenant participation policy which encourages and helps tenants to be involved in managing our housing and related services. Under that policy we will:

- identify the issues which affect and concern tenants
- tell tenants if we intend to review a policy or procedure
- give tenants the opportunity to comment on issues
- assess what resources (funding, staff, equipment and so on) are required to achieve tenant's participation.

You can get a full copy of the Tenant Participation Policy from us.

4. Rent and Money Matters

4.1 How to Pay your Rent

You must pay your rent in advance on or before the first of each month; this may include an additional sum for services provided in connection with the house. You can pay by Standing Order, Rent Pay-in Book or by visiting our office.

The rent for your house does not include payment of Council Tax or any other charges levied by the Local Authority. It is the tenant's responsibility to pay this directly to the Local Authority.

4.2 Housing Benefit

Depending on your income, you may be entitled to Housing Benefit to help with the payment of part or all of your rent. Forms are available from the Council's Housing Benefit Department (01478 612341) or this Association.

Every year you will receive a Housing Benefit review form. It is essential that you fully complete and return this form, otherwise your Housing Benefit will stop and you will fall behind with your rent payments.

4.3 Rent Increases

The rent for a property is reviewed on an annual basis with increases implemented of 1 April each year.

The Association's rent setting policy and policy on annual increases will be reviewed from time to time to ensure that the Association's rents are set at an appropriate level to maintain our housing stock and our financial viability.

4.4 Difficulties in Paying Rent

The Association urges all tenants not to allow arrears to develop.

If you have, or are likely to have, difficulty in paying rent please contact the Association immediately and we will be happy to discuss this with you

and advise you of ways to prevent problems developing. We are always happy to come to some arrangement with you to spread the burden of any arrears, but you must contact the Association as soon as you can before the debt becomes unmanageable.

The Association will endeavour to establish whether tenants in difficulty are receiving all benefits which they are entitled to and will refer them to the relevant agencies that can give advice and assistance.

The Association will also endeavour to come to a formal arrangement that can be realistically achieved and will then closely monitor the situation to ensure that payments continue to be made on time. Should a suitable arrangement fail to be made, or kept to, the Association may ultimately commence proceedings under the terms of our Arrears Policy, to regain possession of your home. You may also be liable for all legal expenses, which can be considerable.

5. Respect for Others

All our tenants should fully enjoy living in their homes. This means that you should respect other tenants and not behave in a way which would offend or annoy those living around you. Examples of unacceptable behaviour include:

- being noisy
- being inconsiderate when parking your car
- using parking areas for storing or refurbishing cars, boats, caravans and trailers
- allowing your garden to become overgrown or untidy
- allowing your dog to foul the neighbourhood and not cleaning up the mess **and**
- not controlling the behaviour of your children.

Under the terms of your Tenancy Agreement you must make sure that everyone who lives in or visits your home does not behave in an anti-social manner. We will hold you responsible for the behaviour of your visitors and members of your household.

5.1 Neighbour Disputes and Anti-Social Behaviour

If you have a problem with a neighbour you should first try and sort it out by talking to your neighbour. If this does not solve the problem you should put your complaint in writing to us so we can fully investigate the matter.

When we receive a written complaint about the behaviour of our tenants, we will record and formally investigate the matter. As part of our investigation we may interview other tenants and the person accused of acting in an anti-social way. We may also contact other agencies such as the police or social work services.

In serious cases we may implement an Anti-Social Behaviour Order and as a last resort, take legal action to try to evict the anti-social tenant.

If you report any anti-social behaviour to us it is essential that you also report that behaviour to the Police.

To help us investigate anti-social behaviour, you should give us the following information when you make your complaint in writing:

- The date and time of the incident
- Where the incident happened
- What actually happened
- The names and addresses of any witnesses
- The date and time you reported the incident to the Police
- The name and badge number of the Police Officer you spoke to

We will acknowledge your complaint within seven working days of receipt. When we have finished our investigations we will respond to your complaint in writing.

5.2 Harassment

All forms of harassment including racial harassment can distress those who experience it. To report any harassment please follow the procedure for reporting anti-social behaviour.

Our policy on racial harassment is to:

- support and offer effective help to victims
- take appropriate action against tenants or others causing the problem
- take every precaution to eradicate harassment
- monitor all incidents and take appropriate action

5.3 Noise Nuisance

Remember noise can cause a lot of frustration, especially at night.

It is a condition of your Tenancy Agreement that you must not be noisy or disruptive.

Continual noise nuisance (for example playing music loudly, or at anti-social hours) may result in us taking action to end your tenancy. Also, the Police may take away the equipment making the noise.

5.4 Pets

You may keep no more than one dog or one cat without the specific written consent of the Association.

If you do not keep to the conditions of your Tenancy Agreement regarding pets, we may withdraw permission to keep the pet and you would have 28 days to remove the pet from your home.

5.5 Household Rubbish

To avoid foul smells and avoid attracting vermin, put all your household rubbish in a bag and place it in the bin provided. Never leave rubbish bags in communal areas or in the street.

5.6 Large Household Items

The Local Authority run a service free of charge to uplift large household items. The phone number for that service is 01478 612727.

5.7 Gardens and Shared Areas

If you have your own garden you must keep the garden tidy and in good order, free of litter and animal excrement. Grass and hedges should be cut regularly during the spring and summer. The garden is not an area for you to dump rubbish.

The Association will tend all common areas. NB. These areas should also be kept free of litter and animal excrement.

5.8 Visitors

We will hold you responsible for the behaviour of your visitors. Under your Tenancy Agreement you must not act in an anti-social manner and this also applies to anyone who visits your home.

6. Moving House

6.1 Internal Transfers

You can ask us to move you to another one of our houses if you:

- do not owe us more than an amount equal to one month's rent; and
- are not under a current notice relating to you breaching any tenancy condition.

If we provided you with the right size of home to meet your needs, but you later need a larger home, you can only claim overcrowding for extra members of the household who depend upon you and who are under 16. The exception to this is if a partner moves in with you and your current accommodation is for a single person.

6.2 Mutual Exchanges

You may apply in writing for permission for a mutual exchange, where you swap homes with another tenant. In this case, you would need to find a tenant willing to swap homes with you. You can also advertise for an exchange on the notice board in our office.

We will give our permission if:

- we are happy with the way both parties have conducted their tenancies **and**
- the exchange does not result in a home becoming overcrowded or under occupied **and**
- the other tenant's landlord agrees to the exchange **and**
- the new property complies with your special needs requirements

6.3 Housing Employment and Mobility Service (HEMS)

We take part in the HEMS scheme which promotes exchanges between tenants around the UK. You can get more information about this scheme from us.

7. Repairs and Maintenance

7.1 Responsibilities for Repairs

We try to set and maintain a high standard of maintenance and repairs to all properties. We have developed repairs procedures so that repairs are carried out to a good standard, as cost-effectively as possible, and within a timescale which causes the least possible inconvenience and nuisance to our tenants and which adheres to the standards set by the Scottish Executive.

We are responsible for most of the repairs that your home needs, although there are some repairs that you will have to carry out yourself.

You should be aware that any repairs as a result of negligence by you, your family and/or visitors will be your responsibility.

The following lists outline the Association's responsibilities and also your responsibilities with regard to repairs and maintenance in your home.

External Structure and Areas

The Association

Downpipes
Gutters
Foundations, Damp-proofing
Fascia Boards, Soffits, Overhangs
Render, Roughcast, External
Brickwork
Porches
Steps to Entrances
Walls
External Decoration
Communal Stairs/Entrances; Floor/
Wall Finishes
Handrails
Overflows
Roof-Slates and Tiles
Balconies
Chimney Repairs
Fencing and Walls
Garden Paths and Footpaths
(except weeding)
Gates and Handrails
Car Ports and Garages
Bin Stores
Rotary Driers – Replacement Ropes
(communal)
Clothes Poles
Communal Parking Areas

Tenant

Chimney sweeping
Garden Sheds/Greenhouses
Rotary Driers – Replacement Ropes
(houses)
Clothes Pole Ropes

In the House

The Association

Water Pipes, Stopcocks, Valves
and Drains
Hot and Cold Water Storage
Cylinders
Cupboards
Ceilings
Floors -Timber, Chipboard,
Concrete and Tiles
Doors, Skirtings and Door Facings
Stair Banisters
Internal Stairs
Loft Hatches
Plasterwork/Board (except
accidental or wilful damage)
Rails and Shelving in Store
Cupboards

Tenant

Floor Coverings
Decoration
Tap washers
Light bulbs and Strip Light Tubes

Heating

The Association

Electrical Storage heaters
Panel Heaters and Fan Heaters
Radiators, Thermostats, Timers,
Boilers and Pumps
Solid Fuel Fireplaces and Fires
Fireplace Tiles*
Fireplace Nests*

Tenant

Bleeding Air from Radiators
Setting operational Programmer
(Timers)
Setting Storage Heater controls

Electrics

The Association

Tenant

Electric sockets
Pendant Light Holders and roses
Extractor Fans/Mechanical Ventilators
Light Switches
Water Immersion Heater
Storage Heaters
Communal TV Aerial/Satellite System
Wiring and Circuits (including repair but not resetting of Mains Circuit Breaker and mains fuses)
Communal Stair Lighting
External Lighting to Development
Lights at House Back/Front Doors (excluding bulbs)

Electric Plugs and Fuses
Smoke Detector Batteries *
Individual TV Aerials and Sockets

Windows

The Association

Tenant

Glass in windows*
Window Frames
Window Fittings, Catches, Ropes, Handles
Window Locks
Window Sills
Ventilations Strips

Curtain Rails and Curtain Poles

Doors

The Association

Letterbox
Door Bell on Electric Circuit
Outside (front/back) Door, Hinges,
Frames, Handles
Internal Door Handles, Latches,
Hinges, Doorstops
Stair Entry Door
Door Chain (where provided by the
Association)
Lock Repairs*
Glass in Doors and Screens

Tenant

Door Bell Batteries
Keys and Replacement Locks*

Kitchen

The Association

Kitchen Units and Worktops
Sink Bowl and Drainer
Cooker Control Unit
Blocked Drains*
Taps
Washer Dryer (if provided by the
Association)

Tenant

Tap Washers

Bathroom

The Association

Blocked Drains*
Bath
Shower Unit/Fittings (if provided by the Association)
Toilet Cistern
Toilet Bowl
Wash Hand Basin
Taps
Specialist Flooring (if provided by the Association)

Tenant

Tap Washers
Shower Unit/Fittings (belonging to tenant)
Toilet seat (replacement)*
Plugs and Chains (replacement)
Towel Rails and Toilet Roll Holders*

Services

The Association

Communal Cleaning
Fire Alarm Systems
Ground Maintenance (communal)

Tenant

Garden Maintenance (house)

The Association will carry the cost of repairs on items marked * but if items have been damaged by neglect, vandalism or misuse, the tenants will be recharged for any costs incurred.

7.2 Reporting Repairs

You should report repairs by calling our repairs agents, The Highland Council, clearly stating you are a Lochalsh and Skye Housing Association tenant. You will need to inform The Highland Council of your name, address, telephone number, nature of the repair and access arrangements.

Repairs in **North Skye** should be reported to 01478 612341 during normal office hours (9.00 a.m. – 5.00 p.m).

Repairs in **South Skye** and the **Mainland** should be reported to 01599 534270 during normal office hours (9.00 a.m. – 5.00 p.m.).

Any changes to the above detail will be notified directly to all Tenants. Our out of hours answering service and website will hold all up to date information.

7.3 Timescales for Repairs

7.3.1 Emergency Repairs

The following problems are classed as emergency repairs:

- A total electrical failure (contact Hydro-Electric on 0800 300 999)
- Serious water leak (turn off stopcock which is usually under the sink)
- Serious fire damage
- Repairs to make your house secure (burglary or fire)
- Serious storm damage
- Any other problem which you and we agree needs an emergency call-out

Only Emergency Repairs outwith office hours should be reported to 08457 002005.

Emergency repairs will be made safe within 24 hours.

Some emergency repairs we carry out may only be temporary until we can carry out a permanent repair during normal working hours.

7.3.2 Qualifying Repairs

Under the Housing (Scotland) Act 2001 certain repairs will be due compensation if not completed within specified timescales. These repairs are detailed in the Leaflet “Right to Repair” and your rights with regard to this legislation are also outlined. For continuity of service Lochalsh and Skye Housing Association has decided to treat all qualifying repairs as emergencies. All other rights apply. These repairs will not exceed £350 in value. Further information will be issued on an annual basis under Right to Repair Housing (Scotland) Act 2001. Some examples for this type of work would include:

- blocked flue to open fire or boiler (other than through lack of cleaning)
- unsafe access path or step
- toilet not flushing where there is no other toilet in the house
- loose or detached banister or handrail
- unsafe power or lighting socket or electrical fitting

7.3.3 High Priority Repairs

Some repairs which are considered to be essential to the security and fabric of the building but which do not pose an immediate threat will be completed within 3 working days. Some examples for the type of work would include:

- faulty door or window lock
- broken or leaking sanitary fitting
- running overflows
- faulty heating appliances
- faulty light switch, socket or pendant
- partial/loss of hot water

7.3.4 Routine Repairs

Some repairs which do not present a threat to safety or security will be classified as routine, and completed within 20 working days. Some examples for the type of work would include:

- faulty fitting doors
- missing slates
- cracked, but not leaking sanitary fittings
- blocked/leaking rhones
- broken kitchen unit doors/drawers
- general ironmongery for doors and windows

7.4 Regular Maintenance

As well as day-to-day repairs we also follow a programme of regular maintenance and major work. This programme makes sure all our properties are maintained to a satisfactory standard.

7.5 Home Safety

7.5.1 *Smoke Alarms*

Most of our properties have mains powered smoke alarms. These should be tested by you on a regular basis. If your smoke alarm is working normally, the red light flashes every 40 seconds. To test your smoke alarm, press and hold the red button until it sounds.

7.5.2 *Frost Damage and Burst Pipes*

Serious damage can be done to pipes, cisterns and storage tanks by the expansion of water when it freezes in wintry weather. Sometimes the consequences can only be seen when the ice melts and water floods into the house.

Lochalsh and Skye Housing Association have some frost prevention measures built in to their properties but the following precautions can help prevent frost damage arising:

- In cold weather keep some low level background heat in the house at all times and never leave a tap dripping
- Ensure that you know something about the plumbing layout within your home, particularly the location of the stopcock and how to turn it off, so that you can take action to stop the water in an emergency

- If you are going away in the winter months and do not wish to leave the heating on then you should drain off all water from the hot and cold systems. This is done by turning off the stopcock and then turning on all sink, basin and bath taps until the water stops running. **Do not turn off the taps.** (Don't leave until all the water has stopped running in case the waste pipes are frozen and the water can't drain away)
- When you return you should turn the stop cock back on and make sure that there is an adequate flow of water from all taps. Do not light any fire with a back boiler, or switch on the immersion heater until the system is fully recharged. (This is to check that there are no air locks in any of the pipes which can be dangerous when the heating is turned back on)
- If you discover a burst pipe turn the water off immediately at the stop cock and open all the taps to drain the water as quickly as possible. Switch off the electricity if the water is in contact with the fittings or wiring, put out any fires with back boilers and switch off immersion heaters

7.5.3 Condensation

Condensation occurs to some extent in all houses. It is caused by warm moist air within the home coming into contact with cold surfaces such as windows and external walls. Rapid cooling of the air results in droplets of water being deposited as condensation.

Over a period of time the condensation associated with excessive moisture in the atmosphere within the house can lead to patches of mould appearing on walls, furniture or clothes. Whilst it is impossible to prevent all condensation there are a number of things you can do to help reduce it.

7.5.3.1 Combating Condensation

Heating: Try to avoid intermittent heating; you will experience less condensation if you try to keep your home warm most of the time.

Ventilation: Without adequate ventilation, the more moisture there is in your home, the greater the chances of condensation. You can ventilate your home without creating draughts. Encourage ventilation by use of the window vents, where fitted. If windows mist over, open them until they clear. Use the extractor fans in bathrooms and kitchens, where installed,

particularly during and following periods of moisture production such as cooking, bathing and drying washing.

The use of Paraffin and portable gas heaters is prohibited in Lochalsh and Skye Housing Association properties, they give off water as they burn, and can significantly contribute to condensation problems.

7.5.3.2 Reducing Condensation

Dry clothes outside wherever possible. If you need to dry clothes indoors, particularly near heaters, open a window to let the air circulate.

Keep your kitchen and bathroom doors shut when these rooms are in use to prevent the vapour spreading to other rooms.

When cooking, cover cooking pans and turn down the heat as far as possible.

Tumble dryers should be vented outside, if this is not possible consider obtaining a “condenser” dryer.

Avoid overfilling built in cupboards and wardrobes as this prevents air from circulating freely.

7.6 Mould Growth

If you have mould growth it is almost certainly the result of condensation. The only permanent cure is to reduce the amount of condensation by increasing ventilation and heat. However, mould patches can be removed by washing down affected surfaces with a special solution – readily available from most DIY shops. If re-decoration is necessary use a fungicidal primer or paint which will help to prevent re-growth. Always take care to follow the manufacturer’s instruction when using these types of solutions or paint.

7.7 Fuses & Circuit Breakers

Under no circumstances should any work be carried out behind the main cover by anyone other than a qualified electrician.

Do not attempt to repair any electrical problem yourself and in no case tamper with Electrical Supply equipment.

As most of our houses are now fitted with miniature circuit breakers, the necessity to rewire fuses has been eliminated. In the event of a miniature circuit breaker operating, you should switch off the main on/off switch on your consumer unit, reset the miniature circuit breaker which has tripped and then switch the main switch to on. If the miniature circuit breaker trips again, do not attempt further operations. This should now be reported as a fault, and we will attend to repairs.

7.8 Care and Maintenance of Fixtures and Fittings

7.8.1 Grates and Fire Baskets

Solid fuel fires should be riddled regularly and the ashes disposed of safely.

The level of ash should not be allowed to reach the underside of the grate, as this permanently damages the grate. Chimneys should be swept regularly to work efficiently and to reduce the risk of chimney fires. Under normal circumstances, fire grates should never need to be replaced, but we usually do accept requests for replacement after 5 years.

7.8.2 Floor Coverings

Floor coverings should not be stuck to the floorboards because, if the floor has to be lifted for repairs, the covering will probably be damaged.

Before laying foam backed carpeting, or vinyl covering, care should be taken to lay paper between the covering and the floor boards to help prevent the covering becoming stuck to the floor boards.

7.8.3 The Bath

The bath should be cleaned after use with mild detergent. Abrasive cleaners, lavatory cleaners and bleaches should never be used. Contact with dry cleaning agents, nail varnish remover, after-shave or paint strippers should be avoided.

7.8.4 Kitchen Fittings

Spillage, especially around sinks, should be mopped up as soon as possible. Extended contact with water may cause damage and disfigurement to the fittings.

Try not to lean on the doors of floor units and don't allow children to swing on them as this may damage the hinges and cause injury to the child.

Kitchen worktops and other plastic laminate surfaces should be kept clean by using water and mild detergent. Persistent marks can be removed by use of a mild abrasive cleaner. On no account should harsh cleaning agents be used.

Spray-on furniture polish should not be used on plastic, laminate surfaces.

Oven-hot dishes and pans should not be placed directly onto worktop surfaces as this may damage the laminate.

The worktop should never be used as a cutting or chopping surface as this will cause permanent damage.

8. Living in your Home

8.1 Alterations and Improvements

Tenants wishing to carry out work other than internal decoration must obtain the Association's written permission.

On receipt of a written request outlining the alteration, the Association will consider the application and, if necessary, arrange for an inspection to be carried out.

In most cases permission will be granted subject to the Association being satisfied that any proposal will meet prescribed standards and that the work will not detract from the future letting of the property.

The Association maintains lists of standard conditions associated with the following common requests:

- erection of satellite dishes to individual houses
- erection of fencing and/or provision of gates
- erection of garden sheds, greenhouses and similar structures
- installation of electrically powered showers
- installation of gas cookers

These relate to protection of the property and are structured to ensure that works will meet relevant standards of safety and workmanship.

The tenant shall be notified of the Association's decision, together with a note of any condition attached, within fourteen days of the application.

When the work is completed, the Association may carry out a post-installation inspection.

We will not assume permanent responsibility for such alterations. If an incoming tenant accepts an alteration made by the previous tenant then they assume responsibility for maintenance and/or removal of that alteration at the end of their tenancy.

If approval is not given by the Association, and the tenant is asked to remove an alteration at the end of their tenancy, the tenant shall have the right to appeal to the Management Committee.

Permission for installation of laminate flooring in flats will not be granted unless it is a ground floor flat, and any alteration must be carried out in such a way that the property can be returned to its original condition with the minimum of effort.

Further information regarding compensation for improvements will be provided on an annual basis under Right to Compensation for Improvements Housing (Scotland) Act 2001.

8.2 Aids and Adaptations

If you or a member of your family have an illness or disability which is causing difficulty in your home, the Association may be able to help.

There are two ways in which we can help you or a member of your family.

1. Aids are items which are considered temporary and can be removed if you no longer need them or if you move. Aids such as grab rails, bath aids, toilet frames and kitchen aids are supplied by Social Work Services and can be fitted by our Handyperson Project, which is available to all residents throughout Skye and Lochalsh over the age of retirement and includes disabled residents who may not have reached retirement age.

2. Adaptations are permanent changes to the layout, structure or fixtures in your home and the Association may be able to arrange for these to be carried out. Adaptations include:

- installing a level access shower
- replacing a bath with a level access shower
- changing the height of worktops or kitchen units
- providing grab rails
- fitting a hoist or stair lift to allow someone with a disability to be lifted
- fitting kick plates to the bottom of doors
- alterations to heating systems.

If you think you or your family would benefit from such aids or adaptations you should contact Social Work Services to arrange a home visit by an Occupational Therapist. The Association's staff will assist you with this where required.

The Occupational Therapist assesses applicants' requirements and will make recommendations to the Association who will then arrange for the work to be carried out, subject to funding being available.

8.3 Insurance

The Association has an insurance policy covering the structure and fixtures of your home and any furnishings where these have been provided by the Association.

The Association's insurance policy does not cover outbuildings, furnishings or any other contents belonging to tenants.

You are strongly advised to take out insurance to cover replacement of your belongings, redecoration and making good damage caused to your home in the case of theft, fire or accident.

Insurance does not need to be expensive and any reputable insurance company would be happy to give you a free quotation. Your Housing Officer will be able to give you information and an application form for the SFHA (Scottish Federation of Housing Associations) Insurance Scheme.

8.4 Keys and Locks

When you sign your Tenancy Agreement, you are responsible for the safekeeping of all keys associated with your property.

Make sure that you have a spare key and that it is kept in a safe place. If you have to break a window or force open your door, if you lose or forget your key, you will be re-charged for any repairs required.

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

8.5 Common Parts and Areas

Common parts are those parts of the building, outside your flat, which you share with your neighbours, such as common staircases, bin stores and landings. The Association will arrange for the cleaning and maintenance of these areas, although tenants should take special care in making sure that bin stores are kept tidy, and that all rubbish is deposited in an appropriate manner.

Tenants must keep common access areas clear of obstruction and under no circumstances should personal belongings, such as bicycles, children's toys, prams or rubbish be left in these areas.

8.6 Gardens and External Areas

The Association maintains any shared garden areas around your home but if you wish to look after any part of this ground please contact the Association.

In houses with private gardens, the tenant is responsible for the upkeep of this area. The Association expects gardens to be kept tidy and a pleasant environment maintained.

Tenants should ensure that the area immediately around their homes is kept tidy and free from inappropriate items.

8.7 Car Parking Facilities

These areas should be used by tenants and their guests for parking vehicles in current use. No boats, caravans or trailers should be parked in these areas for maintenance or storage purposes. All cars, vans, etc should display current Road Fund Tax.

8.8 Fire Precautions

All of the Association's properties are built to a high fire standard but you should remember that, to be effective, fire resistant doors must be kept closed. You should never tamper with the self-closing device/mechanism on any door, or wedge doors open. The closers are fitted so that the fire resistant doors limit any fire or smoke to a small area, allowing you time to escape. Any damage to fire doors should be reported to the Association, or its agents, straight away.

All houses are fitted with mains operated smoke detectors. You should test the smoke detector on a monthly basis by pressing the test button for a short time until it sounds.

8.9 Business in your Home

The Association is not opposed in principle to you operating small and discreet businesses from your home, provided the business does not cause a nuisance or annoyance to other residents and/or would require planning permission. Permission in writing should be obtained from the Association.

9. Data Protection

We will adhere to the Data Protection Act 1998. If you would like someone else to act for you, we will need your written permission before we can deal with that person. We will endeavour to ensure that any information we hold about you is:

- Accurate
- Up-to-date
- Secure and
- Only used for the agreed purpose.

10. Complaints Procedure

Lochalsh and Skye Housing Association aims to provide a first class service but there may be occasions when a tenant is not happy about something. In the first instance, it can often be quicker, and easier for everyone, if the problem can be sorted out informally and tenants should talk to the appropriate Officer. If the problem cannot or has not been sorted out informally the Association has a formal complaints procedure, details of which are contained in a leaflet which is available from the Association's office.

Housing/Social Matters Contact the Housing Services Officer

Repairs/Maintenance Contact the Property Services Officer

Rent/other monies due Contact the Finance Services Officer

Every effort should be made to resolve matters with the relevant Department. Failure to reach a satisfactory agreement between parties will result in recourse to other Procedures.

Tenant's Handbook



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