

CONTACT DETAILS HERE

emh homes

TENANT HANDBOOK

Your **guide** to the essential things you need to know about your home

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WELCOME TO EMH HOMES



TRANSLATION SERVICE

We use the translation service Language Line, so if you need to have a conversation with us over the telephone in another language, please let us know.



FURTHER INFORMATION

You can find more information about subjects covered in this handbook on our website. If you do not have access to the internet, or need any information not covered in this handbook, please contact us.

YOUR TENANCY

When you became our tenant you will have signed a tenancy agreement, a legal contract between you and us. The document sets out your rights and responsibilities as a tenant, and when you signed it you agreed to all the terms and conditions listed within it. The agreement also sets out our rights and responsibilities to you as a landlord. There are different types of tenancy agreement depending on when you became our tenant, the type of home you live in, and the needs of you or your family.

If you would like clarification on anything in your tenancy agreement, please contact us.

MOVING IN

YOUR KEYS

We do not keep a spare set of keys. If you lose them it is your responsibility to replace them and pay for any lock changes.

If you want to fit extra locks to your doors and windows, you need to get our permission first.

INSURANCE

We insure the cost of rebuilding your home, but you are responsible for insuring your possessions - including carpets, curtains, and flooring - against theft, fire, burst pipes, and other household risks.

We have negotiated a low cost contents insurance scheme with Thistle, which offers you the chance to insure the contents of your home in an affordable way.

You can find details on our website www.emhhomes.org.uk/ home-contents-insurance or call us and ask for an application pack.

Cheaper options may be available, so you are advised to shop around.

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RENT

When you became our tenant you took on a legal obligation to pay your rent and keep your account clear. If you do not pay your rent, we will take legal action against you and you may lose your home.

WHEN TO PAY YOUR RENT

Your rent and service charge (if applicable) is due every Monday for the forthcoming week. If you want to pay your rent fortnightly or monthly, payment must be made in advance.

RENT ARREARS

Please do not be afraid to approach us as soon as possible if you are having problems with paying your rent. While we take rent arrears seriously we are here to help you. The longer you leave it, the worse the situation will get. We will offer you support and aim to achieve a repayment agreement so that you can catch up with your payments. We can also put you in touch with other support agencies that can help you.

RENT

RENT STATEMENTS

We will send you a rent statement in April every year. You are able to check your balance at any time and view and print a statement via myhomeonline (see page 7).

SERVICE CHARGES

A service charge may be included with your rent covering the cost of us providing you with shared services (e.g. external cleaning, gardening, lighting). A breakdown of these charges is provided within your annual rent variation notification.

BENEFITS

It is your responsibility to claim any benefits that help you pay your rent. If you need any advice or support, please contact us.

MONEY ADVICE

Our service can provide you with financial support and advice. If you need a helping hand, please contact us.



HOW TO PAY YOUR RENT

DIRECT DEBIT

More than half of our tenants pay by this method, the simplest way to ensure your rent is paid on time. This can be set up via myhomeonline or by calling us.

CARD PAYMENTS

Regular or one off card payments can be made online by calling allpay on **0844 5578321** or by calling our Customer Service Centre on **0300 123 6000** and selecting option 1.

ALLPAY PAYMENT CARD

All tenants are given an allpay card that can be used at any location displaying the PayPoint sign. You can pay with cash and debit/credit cards. Remember to keep your receipt.

POST OFFICE

You can pay by Giro or Transcash, quoting our reference number **4082168**. You may be charged for using this service.



MY HOME ONLINE

DID YOU KNOW...

The easiest way to access our services is **online**?

Once registered you can:

- Pay your rent
- Set up a Direct Debit
- Report a repair
- Report anti-social behaviour
- View your account
- Send us a direct message
- Update your personal details

myhomeonline is also available as an app. This is simply a handy link to the portal on your home screen which does not take up valuable memory on your phone. To install the app go to: www.emhhomes.org.uk/ contact-us/download-app/ and follow the simple instructions. It is quick and simple to register, just go to www.emhhomes.org.uk click on the Login/register myhomeonline button and follow the instructions. Please remember to have your Tenancy Number (the eight digit number can be found on your rent statement) and your National Insurance number to hand.

Once you have registered and your details have been verified you will receive a confirmation email, normally by the end of the next working day, with a verification code to give you full access.



YOU AND YOUR NEIGHBOURS

Everyone has the right to the peaceful enjoyment of their home and neighbourhood.

By signing your tenancy agreement, you agreed to not commit acts of anti-social behaviour and to be responsible for the behaviour of everyone who lives in your home or visits it, including children.

This means that you must ensure they do not act in a way that will cause nuisance, annoyance, distress or harassment to your neighbours. Consider how you can be a good neighbour and build good relations.

If you are having problems with a neighbour, try discussing the problem with the person responsible:

- Try and do it early on, as some people may not be aware their behaviour is unacceptable
- If you do decide to talk to them, do so politely
- Explain why you are upset, and how you would like to deal with the problem

If the problems continue, we can offer help and advice.

YOU AND YOUR NEIGHBOURS

ANTI-SOCIAL BEHAVIOUR

Anti-social behaviour covers a range of actions and behaviours capable of causing nuisance or annoyance to someone either directly or indirectly. It can be personal (i.e. targeted at an individual), a nuisance (i.e. the local community rather than a particular individual suffers), or environmental (i.e. graffiti).

Whatever the cause, we will work with you, your neighbours, and other agencies to try and sort out the problems.

HARASSMENT

Everyone is protected under law from harassment. The Equality Act 2010 also provides protection from harassment on the basis of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Under the Act individuals are also protected from harassment because of association and perception (i.e. because of whom they have regular contact with or because someone thinks they have a particular protected characteristic).



YOU AND YOUR NEIGHBOURS

ZERO TOLERANCE

We believe there is no excuse for abusive or violent behaviour towards our staff or contractors. If you abuse, threaten or assault anyone working for emh homes or on its behalf we will report it to the police and we may take legal action against you, which could result in you being evicted.

DOMESTIC ABUSE

We have adopted the following definition of domestic abuse: "Any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults who are or have been intimate partners or family members, regardless of gender or sexuality."

We believe that domestic abuse is unacceptable and should not be tolerated.

If you are suffering from domestic abuse, you can talk to us about it confidentially.

YOU AND YOUR NEIGHBOURS

We aim to:

- protect people who have experienced domestic abuse or are at risk of abuse
- support people who have experienced domestic abuse or are at risk of abuse
- prevent domestic abuse from happening in the first place, and to prevent repeat victimisation if it has already occurred

We will consider taking action against any tenant whose partner has fled home because of domestic violence perpetrated by the tenant. The exception to this may be where there are children living in the property with the perpetrator.



NATIONAL DOMESTIC VIOLENCE HOTLINE:

0808 200 0247

MEN'S ADVICE LINE:

0808 801 0327

Offers confidential advice for men experiencing domestic abuse from a partner or ex-partner.

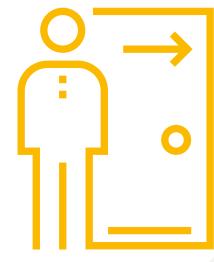
NATIONAL LESBIAN, GAY, BISEXUAL AND TRANS DV HELPLINE:

0800 999 5428

RESPECT:

0808 802 4040

Offers confidential advice and support to help DV perpetrators stop being violent and abusive to a partner or ex partner.



REPAIRS AND MAINTENANCE



HOW DO I REPORT A REPAIR?

You can report a repair through myhomeonline, our website, by email, or by social media. Please note that these are not monitored 24-hours-a-day.

If you need an emergency repair out of hours you can call us and you will be directed to our out-of-hours service.

HOW SOON WILL THE REPAIR BE COMPLETED?

EMERGENCY REPAIRS

RESPONSE TIME: A MAXIMUM RESPONSE TIME OF 24 HOURS IS EXPECTED TO MAKE SAFE THE HAZARD

Emergency repairs are those needed to avoid immediate danger to your health and safety, or serious damage and destruction to your home.

This includes things like total loss of water, unsafe electric fittings, total loss of heating in winter, and blocked mains drain, soil pipe, or toilet if it is the only one in the property.

We will aim to make your home safe or prevent further damage. We may need to arrange a further visit to complete the repair.

REPAIRS AND MAINTENANCE

APPOINTED REPAIRS

RESPONSE TIME: MAKE AN APPOINTMENT FOR A TIME THAT SUITS YOU

If you have a repair need that is not an emergency but affects your comfort or convenience, you can make an appointment with us to carry out the repair at a time that suits you.

This includes things like followon works from an emergency, minor plumbing leaks or defects, minor electrical faults, and roof leaks.



RESPONSE TIME: WITHIN THREE MONTHS

If your repair need does not pose an immediate risk to your health and safety or is not materially affecting your comfort or convenience, we will class it as less urgent.

We will carry out your repair when we have a number of other jobs of a similar type or in your area to make sure we are providing tenants with a value for money service.

Less urgent repairs include things like repairs to fencing, doors, windows, floors, work to kitchen fittings, and other minor issues.

We do recognise that personal circumstances and local situations can affect the true repair priority, so our Customer Service Advisors are trained to identify these differences and are authorised to adjust an individual repair urgency accordingly.



REPAIRS AND MAINTENANCE

PROVIDING ACCESS

Please make sure you allow us access to your home for an agreed appointment. Where access is not provided or refused we may recharge you up to £50 for the visit.

NO SMOKING

If you are having a repair or improvement works undertaken in your home, please do not smoke in the affected room(s) for one hour before and during the works.

We have a legal obligation to provide a safe working environment and residual passive smoke presents a health hazard. We reserve the right to refuse to enter a property which has cigarette smoke lingering, and to recharge if a return visit is necessary.

RECHARGES

Where it has been identified that a resident has caused damage to their property, undertaken unauthorised alterations, or left possessions and/or rubbish behind when vacating, we will seek to recover the costs incurred to rectify the damage and/or issues identified.

Where a non-emergency repair has been requested and it is evident that it is due to tenant damage, work will not be carried out unless the tenant agrees to pay for the full costs of the works in advance of them being carried out.



REPAIRS AND MAINTENANCE

NEW AND REFURBISHED PROPERTIES

Newly-built or refurbished properties have a defects period, usually 6 or 12 months after completion, during which the builder is responsible for some repairs and maintenance. They will normally attend to the repair, but we will arrange the appointment with them for you.

Towards the end of the period we will need to carry out a final defects inspection to ensure the builders rectify any faults for which they are responsible. We will need access to your home for this inspection, but we will let you know about two weeks beforehand when we will be visiting.



CYCLICAL/ PLANNED MAINTENANCE

To keep your home safe and comfortable we run annual schedules of cyclical and planned maintenance, which include:

- gas servicing
- electrical testing/upgrading
- external decorating
- ▶ insulation
- roof replacement
- kitchen and bathroom renovations
- window and door replacement
- boiler and heating upgrade works

We will always keep you fully informed about maintenance work by writing to you in advance with details of the work and names of the contractors.

ADAPTATIONS AND ALTERATIONS

ADAPTATIONS

If you are disabled or have serious health issues, we may be able to adapt your home so you can live in it safely and independently.

Adaptations can range from grab rails to stairlifts. Please note that you may need to be assessed by Adult Social Care.

If you feel you need your home to be adapted, please call us.



ALTERATIONS TO YOUR HOME

You must obtain our written permission before making any alterations to your property. You will need to give us details of the work that you want to do and who will be doing the work.

We will not normally refuse permission unless it will make the property less safe, decrease its value, or add maintenance costs.

GAS SAFETY

As your landlord we are legally obliged to annually inspect and service all gas appliances in your home to ensure they are safe and are being used correctly. You must therefore allow us prompt access so we can carry out these inspections. Failure to grant reasonable access will be in breach of your tenancy agreement and we may have to take legal action to gain entry to your home.

If you smell gas, call 0800 111 999 immediately.

You are not allowed to use or store within your home any paraffin or mobile gas heaters, gas cylinders, or containers of petrol or paraffin.





COMPLAINTS, COMPLIMENTS AND COMMENTS

We welcome all feedback and suggestions. Whether it is something that we have done really well or an area where we failed to meet your expectations, it is important that we hear about it. We value everything that our customers tell us, and ensure that it is used to continually improve the services we provide.

We aim to resolve any concerns you may have as soon as we are made aware of them, but if this is not possible and further action is required we will agree a suitable timescale with you. If we are unable to agree a resolution, we will then investigate further as part of our complaints procedure.

For more information please go to our website or ask for our *Getting it Right* leaflet.



GETTING INVOLVED

There are various ways in which you can get involved, both at a community level and in helping to regulate and shape the way we run our business. Opportunities include, but are not limited to:

- answering online surveys
- joining our reading panel
- becoming part of a community group
- joining business-related service improvement groups (SIGs)
- active involvement on our Scrutiny Panel or Co-ordinating Committee

Getting involved can also provide a great opportunity to meet new people, learn new skills, increase confidence and, if required, enhance job prospects.

Whatever time you can spare, we would love you to get involved. Some of the support we can offer you includes:

- training
- assisting with travel costs while you are involved
- support from committed staff



MOVING ON

ASSIGNMENT

With our permission, you can pass your tenancy on to a joint tenant, partner, or family member who has lived permanently with you for at least 12 months. You can only assign the tenancy to someone who might have the right to succeed to the tenancy in the event of your death.

SUCCESSION

This means that when you die, your tenancy can be passed on to someone else.

A spouse or partner may be able to take over the tenancy if the property was their main or only home, and another member of your family can take over if they lived with you for at least 12 months. All claims to succeed to a tenancy should be made in writing.

Please note that succession is to the tenancy and not necessarily the same property. Where successors would be under-occupying a property, wherever possible we would look to move them into a more suitable home.

MOVING ON

EXCHANGES

With our written permission you can swap tenancies with another local authority or housing association tenant in any part of the country. Check the HomeSwapper website (www.homeswapper.co.uk) for details on finding a suitable exchange partner. We will only refuse permission to exchange for a few reasons, such as if you are in rent arrears, your property is designed for people with specific needs, the condition of the property, or if it would lead to overcrowding or under-occupation.

TRANSFERS

If your circumstances have changed, you can ask to be transferred to a property more suited to your needs. Conditions vary between local authorities, so please speak to your Housing and Neighbourhoods team for details.

For full details of your rights, please check your tenancy agreement.

ENDING YOUR TENANCY

If you wish to end your tenancy, you must give us 4 weeks' notice in writing. Your tenancy will not end until you return your keys to us and leave the property. Rent will continue to be charged until we receive the keys.

When you leave your property it should be empty and clean, and in the same standard as it was let.

DATA PROTECTION

We adhere to the principles of Data Protection contained in the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act 2018.

Data Protection law states that we are only allowed to use personal information if we have a proper reason to do so. Proper reason would be one or more of the following:

- To fulfil a contract we have with you
- When it is our legal duty
- When you consent to it
- When it is in our legitimate interest

The information we hold about vou is used to make sure the services we offer continue to be the most appropriate for you. We will use the information to manage our relationship with you (e.g. keeping our records up to date to enable us to assist in the coordination of support services to maintain your tenancy agreement), and only share it with others where we need to in order to maintain the terms of your tenancy agreement. We will also share information where we have a legal obligation to do so.

DATA PROTECTION

We have a Data Protection Officer who oversees how we handle your personal information, and have put in place appropriate security measures to look after your data. We also limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions, and are subject to a duty of confidentiality.

You can access the personal information we hold about you by writing to us. You have the right to question any information that we have if you think that it is wrong or incomplete. Please contact us if you want to do this. If you do, we will take reasonable steps to check its accuracy and correct it. Please contact our Data Protection Officer if you would like to view our privacy policy or the information we hold about you:

Quality & Standards emh group, Memorial House Stenson Road, Coalville Leicestershire LE67 4JP

E: dataprotection@ emhgroup.org.uk

T: 01530 276000



YOU CAN CONTACT US IN A NUMBER OF WAYS

ONLINE:

- ▶ myhomeonline
- E: enquiries@emhhomes.org.uk
- ▶ www.emhhomes.org.uk
- ▶ 💟 🞯 @emhhomes

TEXT US ON 07860 024523 TO ACCESS INFORMATION AND SUPPORT:

- Text the word 'Bal' or 'Balance' and your account balance will be automatically sent back to you
- Text the word 'Callback' and a member of our Customer
 Services team will ring you back

CALL US:

▶ 0300 123 6000



WRITE TO US:

 Customer Service Centre Jubilee House, Stenson Road, Coalville, Leicestershire LE67 4NA

VISIT US:

 Support & Information Centre 51 Bath Street Ilkeston DE7 8AH

Open Monday to Friday between 10am and 4pm

 1 Barton Close Grove Park
Enderby
Leicester
LE19 1SJ

Open Monday to Friday between 10am and 4pm

 Or you can arrange for one of our mobile Housing & Neighbourhood officers to visit you in your home.
Please contact us to arrange an appointment.