

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 or issues with their property 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.

CONTENTS

1. About Us

1.1 Our Office

2. Getting Involved and Becoming a Member

2.1 Membership of the Association

3. Your Rights

- 3.1 Your Tenancy Agreement
- 3.2 Changes in your Household
- 3.3 Ending the Tenancy
- 3.4 Passing on the Tenancy (Succession)
- 3.5 Abandonment
- 3.6 Right to Buy
- 3.7 Right to Repair
- 3.8 Right to Compensation for Improvements
- 3.9 Right to Information
- 3.10 Right to Consultation
- 3.11 Right to be Involved

4. Rent and Money Matters

- 4.1 How to Pay your Rent
- 4.2 Housing Benefit
- 4.3 Welfare Reform
- 4.4 Rent and Service Charges Reviews
- 4.5 Difficulties in Paying Rent

5. Respect for Others

- 5.1 Unacceptable Behaviour
- 5.2 Neighbour Disputes and Anti-Social Behaviour
- 5.3 Noise Nuisance
- 5.4 Pets
- 5.5 Household Rubbish
- 5.6 Large Household Items
- 5.7 Gardens and Shared Areas

6. Moving House

- 6.1 Transfers
- 6.2 Mutual Exchanges
- 6.3 Highland House Exchange

7. Repairs and Maintenance

- 7.1 Responsibilities for Repairs
- 7.2 Reporting Repairs
- 7.3 Emergency Repairs
- 7.4 High Priority Repairs
- 7.5 Routine Repairs
- 7.6 Regular Maintenance
- 7.7 Home Safety
 - 7.7.1 Smoke Alarms
 - 7.7.2 Frost Damage and Burst Pipes
 - 7.7.3 Condensation
 - 7.7.3.1 Combating Condensation
 - 7.7.3.2 Reducing Condensation
 - 7.7.4 Mould Growth
 - 7.7.5 Fuses and Circuit Breakers
 - 7.7.6 Care and Maintenance of Fixtures and Fittings
 - 7.7.6.1 Grates and Fire Baskets
 - 7.7.6.2 Floor Coverings
 - 7.7.6.3 The Bath
 - 7.7.6.4 Kitchen Fittings

8. Living in your Home

- 8.1 Alterations and Improvements
- 8.2 Aids and Adaptations
- 8.3 Keys, Locks and Door Entry Fobs
- 8.4 Common Parts and Areas in Flatted Properties
- 8.5 Gardens and External Areas
- 8.6 Car Parking Facilities
- 8.7 Fire Precautions
- 8.8 Insurance
- 8.9 Business in your Home

9. Data Protection

10. Advice

- 10.1 Tenant Adviser
- 10.2 Energy Advisors

11. Complaints Procedure

1. About Us

The 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 am – 5.00 pm

Office Closing: Information regarding public holidays will be advertised in advance.

If you would like to receive this document in another format, eg 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 18 (unless you are our tenant, in which case it is open to you from age 16), 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, and take part in managing our activities.

This would allow you to contribute to ensuring that tenants' views are included in the decisions which the Committee takes. Once your application has been approved by the Management Committee, you will receive a share certificate confirming your membership of the Association.

Committee members receive training, and also keep up-to-date with issues affecting housing, by attending meetings, 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 information about your tenancy useful. If you need further information on any aspect of your tenancy, please contact the Association, and we will be happy to help.

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, or create a joint tenancy, the person to whom you wish to transfer the tenancy, or become a joint tenant, must have lived in your home as their only or main home for at least 6 months, before you ask for our permission. The Association must have written notification of this person's details at least 6 months prior to an application for a transfer being made.

3.3 Ending the Tenancy

You may end your tenancy by giving the Association at least 28 days' written notice. When you leave the property, you are required to:

- leave the property clean and tidy

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

A full list of the things you must do is contained in your Tenancy Agreement, and you will also be informed of any further works required to be carried out by you prior to your tenancy ending.

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 6 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 6 months prior to your death.

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 property, we may forcibly enter the property and make it secure. We will also give you at least 4 weeks' notice that we believe that you have abandoned the property. If you have left belongings in the property, you will need to collect these by the end of the 4 week period.

If, at the end of that period, we have reasonable grounds for believing that you have abandoned the property, we may repossess it by serving another Notice. If you have not collected your property by this time, it will be disposed of unless its value exceeds the cost of storing it plus any arrears you owe us in connection with the tenancy, in which case we will store it for 6 months from the date of repossession of the property. You have the right to make application to the Sheriff against repossession within 6 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 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 timescale 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 in advance
- increase the value of the property
- not affect our ability to let the property 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.

You need to get written approval to proceed with any improvement.

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

You will receive 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, and a variety of information leaflets will be available to you 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 house file, or would like more information about the Association, please make a written request and we will comply as per our Access to Information Policy.

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
- a verbal explanation on request

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 **and**
- assess what resources (funding, staff, equipment and so on) we need in order to involve tenants

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 property. You can pay by Standing Order, internet or phone banking, cheque through the post, debit or credit card by phone, Rent Pay-in Book at a bank, or by cash, cheque or card in person at our office.

The rent for your property does not include payment of Council Tax or any other charges levied by the Local Authority (The Highland Council). 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 Highland Council's Housing Benefit Department (0800 393811) or from the Association.

Periodically you will receive a Housing Benefit review form. It is essential that you fully complete and return this form to The Highland Council, otherwise your Housing Benefit will stop and you may fall behind with your rent payments.

4.3 Welfare Reform

If you are claiming Housing Benefit (or need to claim in the future) you may be affected by the Welfare Reform changes.

Since April 2013, the number of bedrooms you have in your property affects the amount of Housing Benefit you are entitled to.

If you are of working age and you have more bedrooms than you require for your family (ie your property is under-occupied) there will be a restriction on the amount of Housing Benefit you will be entitled to – this is commonly called "Bedroom Tax". You may be able to claim a Discretionary Housing Payment from The Highland Council to cover the under-occupancy reduction, but if this is not successful, you will be responsible for paying the shortfall.

How does the UK Government define under-occupation for working age Housing Benefit claimants?

They will permit one bedroom for each person or couple living within the household with the following exceptions:

- A child aged 15 or under would be expected to share with one other child of the same gender;
- A child aged 9 or under would be expected to share with one other child aged 9 or under regardless of gender.

Who might be affected?

- Couples whose children have left the family home
- A separated parent who shares the care of children, but is not the main carer
- Couples who use a spare bedroom
- Parents whose children visit but are not part of the household
- Foster carers because foster children are not counted as part of the household for benefit purposes
- Disabled people including those living in adapted housing (additional assistance may be available to Foster Carers and people who have had their properties adapted for their disability).

For under-occupancy by one bedroom – a 14% reduction in benefit will apply.

For under-occupancy by two or more rooms – a 25% reduction in benefit will apply.

4.4 Rent and Service Charges Reviews

The rent and service charges for a property is reviewed on an annual basis with adjustments implemented on 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.

4.5 Difficulties in Paying Rent

The Association urges all tenants not to allow rent 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 try 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. Our Tenant Adviser can assist you with this whole process.

The Association will also try to come to a formal repayment agreement that can be realistically kept to by you, 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

5.1 Unacceptable Behaviour

All of our tenants have the right to the peaceful enjoyment of 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
- not using parking areas for storing or refurbishing cars, boats, caravans and trailers
- not 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 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.

5.2 Neighbour Disputes and Anti-Social Behaviour

If you have a problem with a neighbour you could, if you feel it is appropriate, try and resolve the problem by talking to your neighbour. If this does not resolve 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 others such as the Police or Health & Social Care Services.

In serious cases we may request that the person acting in an anti-social way enters into an Acceptable Behaviour Contract, or 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 shoulder number of the Police Officer you spoke to

We will work with you to try and resolve your complaint of anti-social behaviour, and try to keep you informed throughout the process.

5.3 Noise Nuisance

Remember - noise can cause a lot of frustration to others, 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 the Police confiscating your noise-making equipment. Failure to comply with the terms of your Tenancy Agreement may result in us taking action to end your tenancy.

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 Highland Council run a service to uplift large household items. Payment will need to be made for this service before collection. To request a collection, please call **01349 886603** or visit your local Service Point.

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 maintain all common areas, and these should also be kept free of litter and animal excrement.

6. Moving House

6.1 Transfers

You can apply to join the Highland Housing Register if you wish to transfer to a different property within the Highland area, and you will be considered equally by all the Highland Housing Register partners. Details of these are available from the Association. We will only consider your application 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.

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 advertise for an exchange on the Highland House Exchange website – please see 6.3 below.

We will give our permission for you to exchange if:

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

6.3 Highland House Exchange

There is a website for Highland Housing Register tenants to promote and advertise mutual exchanges, making it easier for tenants to find suitable alternative social rented housing in Highland and elsewhere in the UK. Registration is free to our tenants.

Please contact us for a form to complete, or alternatively enter your details online at www.highland.houseexchange.org.uk.

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 Government.

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 required as a result of negligence by tenants, their 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 Property

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
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

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 Property Back/Front Doors (excluding bulbs)

Tenant

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

Windows

The Association

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

Tenant

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*

Tenant

Door Bell Batteries
Keys and Replacement Locks*
Glass in Doors and Screens
(tenant responsibility or recharge)

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

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

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

7.2.1 You should report all repairs to the Association giving your name, address, telephone number, the nature of the repair and access arrangements to the property.

By Phone: 01478 612035 (Monday to Friday 9am to 5pm)

In person or by letter: Property Services
Lochalsh and Skye Housing Association
Morrison House
Bayfield
PORTREE
Isle of Skye
IV51 9EW

Via website: www.lsha.co.uk

Outwith normal office hours you should phone **01478 612035** and you will be directed to our **out of hours service**

7.3 Emergency Repairs

7.3.1 Emergency repairs are those which are needed to avoid serious health and safety risk, or prevent serious structural damage to your home. They include burst pipes, fire damage and blocked toilet drains. The emergency repairs line is for **genuine emergencies only**, and if works can wait, then you should phone during office hours. However, if you are in doubt, you should phone and give the operator as much information as possible, and they will be able to advise you if your repair is an emergency.

7.3.2 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 property secure (burglary or fire)
- Serious storm damage

- Any other problem which you and we agree needs an emergency call-out

7.3.3 Emergency repairs will be made safe within 8 hours. However, sometimes only a temporary repair will be carried out within this timescale, with the full repair being carried out as soon as possible thereafter.

7.4 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 2 working days. Some examples of the type of work that this would include are:

- faulty door or window locks
- broken or leaking sanitary fittings
- running overflows
- faulty heating appliances
- faulty light switches, sockets or pendants
- partial/loss of hot water

7.5 Routine Repairs

Some repairs which do not present a threat to safety or security will be classified as routine, and completed within 10 working days. Some examples of the type of work that this would include are:

- 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

7.6 Regular Maintenance

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

7.7 Home Safety

7.7.1 Smoke Alarms

All 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 green light displays permanently. To test your smoke alarm, press and hold the button until it sounds. If you hear an intermittent beep, you should change the battery. If your smoke alarm is not working correctly, please contact the Association.

7.7.2 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 property.

The Association has 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 property 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 want 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 stopcock 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 stopcock 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.

7.7.3 Condensation

Condensation occurs to some extent in all properties. 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 property 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.

7.7.3.1 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 Association properties as they give off water as they burn, and can significantly contribute to condensation problems.

7.7.3.2 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.

7.7.4 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.

7.7.5 Fuses and Circuit Breakers

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

Do not attempt to repair any electrical problem yourself, and in no circumstances tamper with electrical supply equipment.

As most of our properties 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.

7.7.6 Care and Maintenance of Fixtures and Fittings

7.7.6.1 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.

7.7.6.2 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.

Permission for installation of laminate flooring in flats will not be granted unless it is a ground floor flat, and any installation must be carried out in such a way that the property can be returned to its original condition at the end of the tenancy, without the Association incurring any additional cost.

7.7.6.3 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.

7.7.6.4 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 first 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:

- altering the kitchen
- removing or replacing a door
- changing facings and skirtings
- moving a heater
- fitting a satellite dish
- erecting a garden shed or fence
- altering the layout of the garden
- fitting laminate flooring
- laying floor tiles
- fitting a shower
- hanging wallpaper
- fitting dimmer switches
- changing light fittings
- fitting a wood-burning stove

No consent will be given for the use of **any** paraffin or gas appliances within the property.

The tenant will be notified of the Association's decision, together with a note of any condition attached, within 14 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 for alterations is not given by the Association, the tenant will be asked to remove an alteration at the end of their tenancy, and reinstate the property to its original condition.

8.2 Aids and Adaptations

If you or a member of your family has an illness or disability which is causing difficulty in your home, the Association may be able to help by assisting with aids or adaptations.

8.2.1 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, toileting aids and kitchen aids may be supplied, following assessment, by the Health & Social Care Services staff. These aids will be fitted by Handyperson Services, who are available to all residents throughout Skye and Lochalsh over the age of retirement, and includes disabled residents who may not have reached retirement age.

8.2.2 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
- fitting a ramp at access doors
- 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 Health & Social Care 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 Keys, Locks and Door Entry Fobs

When you sign your Tenancy Agreement, you become 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. It will be expensive for you if you have to break a window or force open your door if you lose or forget your key.

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

8.4 Common Parts and Areas in Flatted Properties

Common parts are those parts of the building, outside your flat, which you share with your neighbours, for example 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.

8.5 Gardens and External Areas

The Association normally 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 properties with private gardens, the tenant is responsible for the upkeep of this area. The Association expects gardens to be kept in good and tidy order, free from weeds, free from litter and free from dog or other animal dirt.

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

8.6 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. SORN notices are not acceptable as an alternative to current taxation.

8.7 Fire Precautions

All of the Association's properties are built to a high 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 straight away.

8.8 Insurance

The Association has insurance which covers the structure and fixtures of your home.

The Association's insurance policy does not cover 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, flood or accident.

Insurance does not need to be expensive, and any reputable insurance company would be happy to give you a free quotation. We can also provide you with information and an application form for contents insurance, which is for registered social landlord tenants only.

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. Advice

10.1 Tenant Adviser

Our Tenant Adviser provides a supportive service to tenants, providing advice, information and practical assistance on a wide range of issues including housing options, welfare rights, personal finance, life skills and promotion of personal independence.

10.2 Energy Advisors

The Lochalsh and Skye Energy Advice Service supports Association tenants as well as tenants and owner-occupiers in the private sector. Since the service was set up in 2010, the two advisors have visited nearly 1,000 homes across Skye, Raasay and Lochalsh.

Although the Association's property portfolio is modern and meets the Scottish Housing Quality Standard, we are aware that, mainly due to escalating UK energy costs, some of our tenants struggle to keep their home warm at an affordable cost (this is termed 'affordable warmth') and want further assistance, which can include a home visit.

What Does A Home Visit Entail?

We visit people in their home and provide energy advice, aiming to help the householder achieve affordable warmth. In all properties we visit we look at the five key areas that together determine the energy efficiency and affordability of a home's energy regime:

[1] Fabric

Investigating the fabric of a building – walls, roof, windows and floors - and suggesting what improvements might be feasible to improve insulation and reduce heat loss.

[2] Ventilation

A draughty home is an inefficient home and we live in a blustery, windy place. Using thermal imaging cameras we can help identify unwanted heat losses, and suggest solutions for managing draughts.

[3] Your Heating System

We will help you understand how to make best use of your heating system and can provide guidance on controls and settings, running costs and efficiencies.

[4] Lifestyle Issues And Energy Efficiency

It is the householders themselves that often compromise the energy efficiency of a property by removing or disturbing loft insulation, heating water for too long, not understanding their heating controls, increasing draughts, drying clothes on radiators, blocking heat emitters, not making best use of economy tariffs, heating rooms to too high a temperature, leaving electrical items switched on unnecessarily etc. We will suggest solutions to some of these problems.

[5] Finances / Paying The Bill

We can advise on tariffs and tariff changing. We gather information on the energy costs of properties so that we can identify local and regional trends. All information gathered is held in confidence.

During cold weather we can carry out thermal imaging and, if there are particular concerns, we can carry out temperature, humidity and electricity monitoring of your property using a range of automated sensors and data loggers. By gathering this array of information about costs and comfort levels, we can assess whether your property is performing as it should.

If we identify a particular concern with your property in terms of fabric, ventilation and heating system that you wish the Association to address, we will make a referral to the relevant team within the Association for further comment, advice and action.

To book a visit from an Energy Adviser call 01478 612035.

11. Complaints Procedure

The Association aims to provide a first class service but there may be occasions when a tenant is not happy about something. The Association has a formal complaints procedure, details of which are contained in a leaflet which is available from the Association's office.

There is an online version of the leaflet available on our website at www.LSHA.co.uk.