



Tenant Handbook

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www.cirencesterhousing.org.uk

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Registered Social Landlord No. L1444

Registered under the Industrial and Provident Societies Act 1965, No
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Table of Contents

1	About Cirencester Housing	1
1.1	Welcome	1
1.2	Getting in touch with Cirencester Housing.....	3
1.3	Equality and diversity.....	4
1.4	Tenant Handbook, Polices & Procedures Disclaimer.....	5
2	Complaints, compliments and feedback	7
3	Data Protection and Privacy Notice	9
4	Health and Fire Safety	12
4.1	Estate H&S inspections	12
4.2	Appointments for H&S inspections.....	12
4.3	Asbestos	13
4.4	Electrical inspections	14
4.5	Fire safety.....	14
4.6	Gas safety – annual service & certification.....	18
4.7	Legionella	19
4.8	Radon	20
5	Repairs and Maintenance.....	21
5.1	Emergency and out of hours repairs.....	21
5.2	Requesting a repair	21
5.3	Repairs – our responsibility to you	23
5.4	Repairs – your responsibility as a tenant:.....	25
5.5	Repairs & improvements done by you	27
5.6	Right to compensation.....	29
5.7	Disability adaptations	30
5.8	Recharges for repairs	33
5.9	Repair response times	34

5.10	Appointments for repairs and works	36
5.11	Quality of repairs	37
6	Rent and Service Charges	39
6.1	When is my rent due?	39
6.2	Rent is payable in advance.....	39
6.3	How do I pay my rent?	40
6.4	What if I am having difficulty paying my rent?	41
6.5	What will happen if I don't pay my rent?	43
6.6	Changes in the charges you pay.....	45
6.7	What are service charges?	45
7	Safe Neighbourhoods & ASB	48
7.1	Anti-Social Behaviour	48
7.2	What can Cirencester Housing do to prevent ASB?.....	50
7.3	What are Tenant's responsibilities?	52
7.4	Safer Community advice	54
8	Our Duty to Safeguard.....	56
8.1	What is abuse?	56
8.2	Our approach to Safeguarding & Domestic Abuse	58
8.3	Abuse towards our staff, contractors and agents	59
9	Living in your home	61
9.1	CCTV (installed by tenant)	61
9.2	Circuit breaker fuses	62
9.3	Communal areas	63
9.4	Condensation	63
9.5	Car parking	65
9.6	Drains and waste pipes	66
9.7	Electricity	67
9.8	Frost damage	68
9.9	Gardens	68

9.10	Gas safety.....	70
9.11	Insuring your home.....	71
9.12	Oil.....	71
9.13	Pest control.....	72
9.14	Pets & assistance dogs.....	72
9.15	Refuse.....	74
9.16	Satellite dishes.....	74
9.17	Security.....	74
9.18	Sheds and outbuildings.....	75
9.19	Smoke alarms and CO2 detectors.....	76
9.20	Estate & home specific information.....	78
10	Tenancy Agreement & Tenant Rights	80
10.1	Tenant involvement and consultation.....	80
10.2	Types of Tenancy.....	82
10.3	Can I acquire my home?.....	86
10.4	Can I pass on my tenancy to someone else?.....	87
10.5	What if I don't follow the tenancy agreement?.....	87
10.6	Can I take in a lodger?.....	88
10.7	Can I exchange my home?.....	88
10.8	Your right to information.....	89
11	Moving Home.....	90
11.1	Applying for home.....	90
11.2	Ending your tenancy.....	91

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1 About Cirencester Housing

1.1 Welcome

Cirencester Housing welcomes you to your home and new community.

We pride ourselves on having a personal relationship with our tenants, offering an approachable service to enable you to maximise the enjoyment of your home. Please contact us with any questions you may have about living in a Cirencester Housing home or simply just to get to know us better.

This Tenant Handbook has been prepared to assist in explaining the rights and responsibilities you have as a tenant and our responsibilities to you. It summarises the key points of your tenancy agreement and our policies. Additional and supporting policies are available on our website or by request.

We are committed to listening to our customers and involving you in aspects of our service delivery so that we can continue to improve. We are always looking for tenants to be part of focus groups and consultations; if you are interested, please let us know.

We are a small, professional and friendly association, who value our strong relationships with our customers. This is reflected in our values:

Individual

We really care about our tenants and their individual needs; we are not a faceless corporate organisation.

Progressive

We will create partnerships with local authorities, local organisations and rural communities to grow and deliver local homes and sustainable living.

Community

We stand out with our rich heritage and commitment to engagement in local communities. We want our tenants to feel at home in and be proud of their communities.

1.2 Getting in touch with Cirencester Housing

Cirencester Housing has a small dedicated team of staff, we work together to deliver quality customer services. In most cases, your main point of contact will be your Housing Officer. Your Housing Officer will assist you with anything relating to your tenancy and, if appropriate, can also help identify other relevant local or national agencies or organisations for further assistance.

Office: First Floor South Wing, Cotswold District Council Offices, Trinity Road, Cirencester, Gloucestershire, GL7 1PX

For any appointment, entry to the office is through the Cotswold District Council Offices main reception. Please proceed to the first floor where you will see our door and a call button.

Website: www.cirencesterhousing.org.uk

Phone: 01285 658377

SMS Text: 07919 698874

Email: contact@cirencesterhousing.org.uk

1.3 Equality and diversity

Cirencester Housing is committed to equality of opportunity for all people irrespective of disability, age, gender, sexual orientation, race, religion, ethnic origin, marital or parental status.

Cirencester Housing is committed to the proper implementation of the *Equality Act 2010* in preventing discrimination in the provision of goods, services and facilities.

Access to the services provided by Cirencester Housing will be open equally to everyone. Terms on which our services are provided, and the standard of service will be consistent for everyone with whom Cirencester Housing interacts and does business with.

We acknowledge our duty to make reasonable adjustments to practices, policies and procedures to ensure that any individual with disabilities can benefit from the facilities and services we provide.

Please contact us if you have any suggestions for how we could improve.

Cirencester Housing will ensure equal opportunity and treatment for all persons in the provision of housing services, for applicants for housing and existing residents.

We welcome progress towards mainstreaming diversity in all areas and want to share innovation and successes with others. Our purpose is to ensure diversity underpins everything we do as an employer and a social business.

1.4 Tenant Handbook, Policies & Procedures Disclaimer

This Tenant Handbook presents general information along with Cirencester Housing's policies, procedures and standard practices that relate to your tenancy relationship with Cirencester Housing.

There are some instances where we have separate policies that are more detailed than what is possible to contain in this handbook. In case of conflict between a separate policy document and this handbook, the policy document will prevail.

The Tenant Handbook and policies that are important to you as our tenant or leaseholder are published on our website. <https://www.cirencesterhousing.org.uk/tenants/policies/>

The versions available on our website at any given point in time are the current versions. Any printed or downloaded electronic versions have an uncontrolled copy status and are superseded by the current website versions.

We endeavour to ensure that all information that we provide is accurate. It is your responsibility to ensure that you are checking any information is up-to-date and correct before relying on it.

Cirencester Housing reserves the right to modify, amend or terminate any policies, procedures, forms and the tenant handbook at any time. Changes may result from tenant feedback and consultation, lessons learnt, process improvements, best practice examples from the social housing sector and from changes in government regulations.

It should never be assumed that any information provided applies directly to your specific situation without consulting us. You may also wish to consult a solicitor or lawyer for personalised advice.

2 Complaints, compliments and feedback

Cirencester Housing aims to provide the highest possible standard of service to our tenants.

We recognise that sometimes things can go wrong (**a complaint**) and sometimes things go well (**a compliment**). We want to hear from you about our service and properties so that we can understand what we could improve, and where appropriate, put things right (**feedback**).

We can learn valuable lessons from complaints and compliments, your feedback is appreciated and may improve things for everyone.

No one who registers a complaint about Cirencester Housing will be treated unfavourably as a result. If you want to register a complaint please refer to our Complaints Policy, which is available on our website or can be made available by asking any member of staff.

<https://www.cirencesterhousing.org.uk/tenants/policies/> .

Complaints are accepted from tenants, residents, leaseholders, MPs, councillors, Citizens Advice Bureau or any external agencies advocating on behalf of residents.

The Complaints Policy includes information about the Independent Ombudsman scheme, please note that the Ombudsman will *not* investigate your complaint until you have completed Cirencester Housing's complaint procedure.

We truly want to receive your feedback on your home and service experience which you can provide to us in a manner of ways:

- Complete our website FEEDBACK form
- Phone us
- Text us
- Email us
- Make an appointment to visit us at our offices during
- Write to us at our offices

3 Data Protection and Privacy Notice

The *Data Protection Act 1998* means that any personal information you give us is treated with respect.

The *EU General Data Protection Regulation (GDPR)* is effective from May 2018 gives all EU citizens more rights and protections for their personal data, to minimise the possibility of theft and fraud.

We respect your privacy and are committed to protecting your personal data. Cirencester Housing's privacy notice will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you. Our **PRIVACY NOTICE** is available at <https://www.cirencesterhousing.org.uk/tenants/policies/> or in hard copy upon request.

The privacy notice applies regardless of how you provide personal data to us, including the following circumstances:

- When you apply for housing provided by us
- If you are a tenant or licensee of a Cirencester Housing property
- If you are a tenant or a licensee of a landlord where Cirencester Housing acts as the landlord's agent

- If you participate in a shared ownership scheme or purchase a property from us
- When you purchase or request services to be provided by us, our agents or our contractors
- When you use our website
- When you provide your contact details to receive communications about property vacancies, availability of properties or ask to be placed on a waiting list
- When you provide your contact details to receive our newsletter or other corporate communications and marketing

Cirencester Housing's privacy notice aims to give you information on how Cirencester Housing collects and processes your personal data obtained by any method, including data you may provide to us or our agents through our website, when you make an enquiry, sign up to our newsletter, apply for a tenancy, license or any housing provided by us or where we act as the landlord's agent, participate in a shared ownership scheme, purchase a property from us or request to use or be supplied with any of our services.

It is important that you read the privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or

processing personal data about you so that you are fully aware of how and why we are using your data.

<https://www.cirencesterhousing.org.uk/tenants/policies/>

4 Health and Fire Safety

We all want to make sure that we are safe and secure in our homes and neighbourhoods. This section outlines some of the things that Cirencester Housing and you as a tenant need to consider regarding health and safety.

4.1 Estate H&S inspections

Our Staff carry out regular health and safety inspections of the common parts of our properties. If you have any health and safety concerns, please report them to us as soon as possible. Tenant representatives are welcome to accompany staff on estate and common area inspections.

4.2 Appointments for H&S inspections

We will make an appointment with you to perform health and safety inspections and certifications of your home. It is very important for you, your family and neighbours' health and safety for us to complete these inspections.

If we have scheduled an appointment with you and you then become unavailable for the appointment, please contact us immediately to rearrange.

If, after two failed appointments, you have not allowed us access to the property we will seek a Court Injunction

requiring you to provide the necessary access to carry out important health and safety checks.

Specifically, regarding your annual gas service: If you still do not allow access we will seek a Court Order permitting us to force entry to complete the gas checks.

You will be liable for costs associated with failed appointment contractor call-out charges, court costs and repairing reasonable damage caused by the forced entry.

We will take all reasonable steps to minimise damage to the property, if force entry is required.

4.3 Asbestos

Cirencester Housing monitors and manages asbestos. Homes built or refurbished before 2000 may contain asbestos.

Do not disturb any of the fabric of the building without first contacting us.

Disturbing the fabric of the building includes:

- drilling or putting screws/nails into walls and ceilings.
- disturbing and replacing tiles and flooring
- disturbing any water and drainage pipes and electrical wiring

- any other home improvements you may wish to make

If you are unsure of the construction date of your home, please contact us so that we can review asbestos information that is specific to your home with you. You may ask to review the asbestos information we have on file about your home at any time.

Please refer to our asbestos leaflet providing further information which is available from our website or by request from the office.

If your home is known to have, or is at risk of having asbestos, we will post to you an annual notice reminding you of your responsibilities along with a copy of our asbestos leaflet, which is also available on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/>

4.4 Electrical inspections

Cirencester Housing has an electrical installation condition reports (EICR) on all its properties. Every property is inspected every 5 to 10 years depending on the age of the current electrical installation.

4.5 Fire safety

Cirencester Housing installs smoke alarms in all our properties and CO2 alarms in properties that have gas, LPG

or solid fuel systems. All alarms installed by Cirencester Housing are mains operated with battery backup.

It is your responsibility, as a resident, to look after smoke and CO2 alarms so that they look after you.

4.5.1 Fires can start easily and spread quickly

Please tell us right away if you, or a member of your household:

- Have a disability
- May have difficulty exiting the building in an emergency
- Have difficulty hearing the smoke alarms in your home or communal areas around your home
- Have difficulty testing your smoke or CO2 detectors.

DO...

- Have a plan of how you would get out of your home in the event of fire.
- Contact us if you have any concerns about fire safety

DON'T...

- Disable your smoke detector or remove the battery.
- Remove internal doors as they stop fires from spreading.

4.5.2 Gloucestershire Fire Service advice

www.glosfire.gov.uk

- Make and practice an escape plan so that you and your family are fully prepared in case of fire.
- Make sure you have working smoke alarms and test them weekly as a minimum.
- Make sure exits are kept clear of obstructions and doors to stairways are not damaged or faulty.
- If it is too dangerous to follow your escape route because your route is filled with smoke, ring 999 and stay inside the safest room. Keep the door closed and use towels/linen at the bottom of the door to block smoke.
- If you're trapped, go to the balcony/window but don't think about jumping. Wait for the fire and rescue service.
- If there's a fire in another flat in the building, you're usually safest in your own home, unless you're affected by the heat or smoke.
- In the event of a fire, never assume that someone else has called 999.
- Please don't start cooking if you are very tired or have consumed a lot of alcohol.
- If you smoke, make sure you put your cigarettes out properly, and don't smoke in bed.

4.5.3 In the case of a FIRE

- Leave the building as quickly as possible.
- Close doors behind you, as this will slow the spread of fire.
- Phone 999 to alert the fire service. If you can do so safely, notify your neighbours.

4.5.4 Fire Safety in blocks with flats

If you live in an apartment block, please ensure that you

- Study and know the fire evacuation plan and escape routes posted on information board of your building.
- Ensure that you, your household members and any visitors understand the fire evacuation plan.

The fire evacuation plan has instructions to follow if the communal area smoke alarms sound, your flat's smoke alarm sounds or in-case you see a fire. All exits have illuminated signs.

If you have any questions or concerns about what to do in case of a fire, escape routes and signage, please contact Cirencester Housing and we will review with you.

Please be considerate of those who are less mobile and how they would escape in the event of a fire.

Tenants are not permitted under any circumstances, to leave any belongings within communal areas.

Leaving belongings in communal areas can contribute to fuelling a fire and can also become a trip hazard or obstacle when using the communal area as a fire escape. Arson prevention

We all need to be diligent about arson prevention. Arson is the deliberate act of starting or trying to start a fire. You should:

- not prop doors open for unauthorised entry
- report non-residents who are accessing communal areas and bin stores to the police as suspicious behaviour

Cirencester Housing will report all acts and suspected acts of arson to the police for investigation.

4.6 Gas safety – annual service & certification

The Gas Safety (Installation and Use) Regulations 1998 require Cirencester Housing to carry out gas safety checks on any gas appliances and pipes we provide at a property at least once every 12 months.

Failure to complete inspections could result in serious injury or death. Failure to comply with gas safety regulations is a CRIMINAL OFFENCE.

4.7 Legionella

Legionella is a water borne bacteria than can cause serious illness or death. It can be present in stagnant water in taps, pipes, water tanks and shower heads. Breathing in small droplets of contaminated water is how the Legionella bacteria infect your lungs.

There are simple precautions you should take in order to keep safe. These include:

- Running your baths, sinks and showers regularly.
- If you are away from your home for more than 48 hours, upon your return run all the taps and water outlets for five minutes.
- Before using garden hose pipes, turn the water on without a spray nozzle attached and let run for 5 minutes.
- Make sure your hot water storage is above 60 degrees and distributed at 50 degrees or higher. Cold water should be stored and distributed at below 20 degrees.
- Be careful around standing water, which also includes glasses/bottles of water that have been sitting for days.
- Keep tanks, water coolers and water butts covered and clean.
- It is also advisable to wear gloves while gardening since Legionella grows in the soil.

Cirencester Housing performs regular monitoring to identify the potential of and reduce Legionella risk at our properties.

4.8 Radon

Cirencester Housing identifies and monitors its housing stock at potential risk of radon following the UK official guidance from Public Health England, www.ukradon.org. Any high levels of radon will be managed to acceptable levels.

Radon is a radioactive gas, we can't see, smell or taste it: you need special equipment to detect it. It comes from the rocks and soil found everywhere in the UK. The radon level in the air we breathe outside is very low but can be higher inside buildings due to the lack of ventilation.

High levels of radon can cause lung cancer, particularly for smokers and ex-smokers. Radon produces tiny radioactive particles in the air we breathe. Radiation from these particles damages our lung tissue, and over a long period may cause lung cancer. The higher the level and the longer the period of exposure, the greater the risk will be.

5 Repairs and Maintenance

5.1 Emergency and out of hours repairs

An emergency is when there is significant danger to life or property. For example: An uncontrollable water leak; no heating where vulnerable people are present; flooding resulting in damage to the property.

NKS Contracts will respond to your out of hours emergency calls. When you call them, an initial assessment of the situation will be made over the phone; this is to determine whether someone needs to attend the property to make it good and safe. If further work is required, the contractor will return to fix the issue at a later point in time.

5.2 Requesting a repair

You can request a repair by contacting NKS Contracts:

Phone: 01453 704 979

Non-emergency repairs:

Monday to Thursday 8:30am to 5:00pm

Friday 8:30 am to 4:30pm

Emergency repairs 24hours/day

If you are unable to phone to request a repair, you may email us or use our web contact form and we will forward your request to NKS Contracts.

Email: contact@cirencesterhousing.org.uk

Web form: www.cirencesterhousing.org.uk

The person dealing with your repair will ask questions to establish the nature of the defect.

Before the visit, as a courtesy to staff and contractors, please let us know if you, or anyone in your property has an illness that may be contagious.

After establishing the nature of the defect, we will then be able to consider and advise you of the following:

- Whether the repair is Cirencester Housing's responsibility
 - *If the repair is your responsibility*, Cirencester Housing may advise you on steps you might take but will not open a repair ticket.
 - *If the repair is our responsibility*, we will inform you if we are immediately opening a repair ticket or whether the request will require further investigation before instructing a contractor.
 - *If we are unable to determine responsibility*, we will inform you the request will be investigated further.

- The nature of the work that may be carried out
 - The resulting timescale for the contractor to complete the work
 - The name of the contractor who will do the work
- The repair ticket reference number (upon your request).

5.3 Repairs – our responsibility to you

Cirencester Housing’s responsibilities as your landlord are outlined under Section 11 of the Landlord & Tenant Act 1985.

We will take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, paths, non-adopted roadways, parking areas, communal gardens, including electric lighting (“Common Parts”), in reasonable repair and fit for use by you and other occupiers and visitors to the property or the scheme.

We are not liable for the cost of any necessary repairs that are a result of damage or misuse of the property by yourselves or any visitors to your property.

We are not be responsible for any fixtures that have been added by a former tenant or alterations made by a former tenant, unless otherwise stated at the start of the tenancy.

The following sections outlines repairs that are always the landlord's responsibility.

5.3.1 Gas servicing

Cirencester Housing has a legal obligation to carry out an annual gas safety test on all gas installations and you are required to allow the contractor access to your home for the test to be carried out.

Please refer to Section 2 of this handbook for specific information about gas servicing.

5.3.2 The structure and outside of Cirencester Housing properties

- Drains, gutters and outside pipes
- Roofs and chimneys
- Door, windows and outside walls
- Where has retained for maintenance, the following:
 - Paths and steps
 - Boundary walls, fencing and gates when
 - Outhouses, garages and parking areas.

5.3.3 The gas, electricity and water installations in the home

- Water heaters, boilers, fitted fires, central heating systems and electric storage heaters
- Electrical wiring, sockets and switches
- Internal pipes, baths, sinks, basins, toilets and showers

- Other appliances, e.g. T.V. aerials installed and owned by Cirencester Housing.

5.3.4 Common areas and facilities

- Common entrances, halls and passageways
- Play, parking, storage and any other external common areas
- Lifts, rubbish chutes, communal lighting, fire prevention equipment and entry-phone systems.

5.3.5 The exterior and common areas

- External paintwork
- Internal paintwork in common areas.

5.4 Repairs – your responsibility as a tenant:

Under the Landlord and Tenant Act 1985, Section 11(6), we have the right to enter your home to inspect it for and conduct any repairs and works that may need to be carried out.

You are responsible for the inside of your home and the decoration of it. You are also responsible for maintaining the garden that is identified for your sole use as part of your tenancy agreement. Specifically, you must:

- keep the inside of your home, windows and doors in good clean condition, and to repair and decorate the

internal parts of your property as often as necessary to keep it in good decorative state;

- repair, maintain and make good any minor plaster repairs and cracks, woodwork and gaps in the woodwork;
- replace cracked and broken glass;
- install and maintain floor coverings (Laminate flooring is not allowed in flats, kitchens or bathrooms);
- replace keys and locks where you have lost the key or damaged the lock. You will be charged for any extra or replacement communal door keys or electronic key fobs;
- replace light bulbs, with the exception of when it is a sealed light fixture in a bathroom;
- replace sink and bath plugs and chains, shower heads, shower hoses, bathroom fittings, and toilet seats;
- unblock drains and clearing any sink or toilet blockages;
- bleed the radiators (we are happy to show you how);
- repair or replace clothes lines and rotary dryers unless part of a communal drying area;
- check and replace batteries for smoke alarms;
- maintain any appliance, structure or installation which was not supplied by us. Important notice: all new electrical and gas installations must be approved by Cirencester Housing and only performed by a qualified and certified contractor;
- removing of wasps nests and other infestations including ants, squirrels, birds, mice, rats, fleas and birds nests

- maintaining the garden, including non-essential garden paths, cleaning gullies and drains of leaves, grass, hedge and tree trimming and treating timber sheds and fences
- making good any damage due to misuse or negligence

5.5 Repairs & improvements done by you

You have the right to carry out minor repairs yourself; you must give us notice in writing of your intention to do so.

Please refer to the section on ASBESTOS before carrying out any repairs or improvements to your home.

There are certain grounds, where we can refuse to let you do repairs e.g. if the work proposed is unsatisfactory, it is unlikely to meet current statutory or safety requirements, or because we have plans to carry out the work ourselves. If we refuse to let you do the repairs, we will explain to you the reasons why.

You have the right to carry out improvements; for most improvements, you must obtain our permission before the work is carried out.

The following are examples of improvements that do not require our permission:

- Internal redecoration
- Fitting of carpets or vinyl

The following are examples of improvements that do require our permission:

- Fitting additional locks to external doors or windows
- Replacing existing fixtures or fittings e.g. bathroom sanitaryware or kitchen units
- Installing new fitted cupboards
- Replacing or installing heating systems
- Installing double glazing
- Installing a shower
- Fencing
- Replacing light switches and sockets
- Installing laminate flooring.
- Installation of any item that is attached to our property
- Installation of any item that requires a hard standing in the garden areas
- The removal of shrubbery of plants or re-landscaping the garden areas.

Some alterations are not allowed because they:

- Are important for the safety of the property
- Adversely affect the value of the property
- Adversely affect the amenity of the property

Please contact us, if there is an improvement that you would like to make and you are unsure whether it can be carried out without permission.

Cirencester Housing will not unreasonably withhold our consent; however, all consent is given with the understanding that it is completed to a certain standard.

Improvements that requiring prior written consent from Cirencester Housing may also require other necessary approvals; such as: planning permission or building regulations approval.

Failure to seek our consent or to comply with our conditions is a breach of your obligations as a tenant under the terms of the tenancy agreement.

5.6 Right to compensation

You may be entitled to compensation if you report a repair or maintenance problem that is an emergency repair and we fail twice to make the repair within the set timescale.

You may also receive compensation for any larger improvements that you have needed to make to your home; however, you must follow a specified procedure before any work is carried out under this scheme.

For further details, please refer to our Compensation Policy available on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/> .

5.7 Disability adaptations

Cirencester Housing is committed to assisting its tenants in remaining independent in their own homes. We are proactive in arranging for adaptations to be installed in properties to allow this to happen.

Please refer to our Disability Adaptions Policy available on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/> .

All of Cirencester Housing tenants and/or permanent members of the household are eligible to request adaptations.

Please read the policy available on our website and contact Cirencester Housing if you require assistance in understanding how you might obtain an adaption.

Depending on the nature of the works required, we may arrange for minor adaptations to be carried out directly or assist you to arrange a visit by the local authority's Occupational Therapist to discuss major adaptations.

We will ensure that you are fully consulted and involved in drawing up the specification of the proposed works, and that you are aware of the extent of the work involved and who is responsible for providing the adaptation.

Cirencester Housing may pay for adaptations costing up to £150. For more costly adaptations, you will need to get an Occupational Therapist's recommendation to apply for a Disabled Facilities Grant from your local authority. This grant is means tested, which means you may have to pay something towards the cost of the work. Some councils may require confirmation that you are intending to remain a tenant of your current home before providing funds. We will guide you in this process.

It may be a lengthy process if you seek funding from the local authority. You should be kept informed at all stages of the process and provided a realistic indication of how long it will take by the local authority.

Depending on the nature of your adaptation, there may be an ongoing maintenance charge. You will need to clarify this with us and we will be able to advise if this is covered by benefits or whether you will be responsible for the charge.

There are other organisations that may be able to help.

The Disabled Living Foundation can be contacted for general advice and information about all types of equipment. They can be contacted at:

Telephone: 020 7289 6111
Helpline: 0845 130 9177
Text: 020 7432 8009
Email: advice@dlf.org.uk
Web: www.dlf.org.uk

You may wish to install some smaller aids and adaptations yourself. For example: most gas, electric and water companies should have a supply of different types of controls for cookers, taps and other household equipment that may be easier for you to use.

There may also be mobility shops in towns and cities that hold a range of useful items. You can find telephone numbers and addresses in the telephone directory or on the internet.

Your Housing Officer will be happy to assist you with these enquiries.

5.8 Recharges for repairs

Cirencester Housing will not charge you for carrying out any repairs that are our responsibility; we will, however, recharge you under these circumstances:

- We have undertaken work that is your responsibility, including repairs where you or a visitor to your home have caused damage to property;
- You have provided inaccurate information regarding a repair, or broken an appointment without notifying us, where this has resulted in unnecessary or abortive visits carried out by our contractors;
- You fail to supply a police crime log number to us, in cases of criminal damage, before the work is carried out;
- We have commenced a repair, where the work is deemed to fall under tenant responsibility, under the understanding that no repair is likely to impact on the health and safety of the property or occupants.

If possible, we will advise you when you report a repair, whether it is likely to be a rechargeable repair. If it is and you agree to accept the recharge, a job ticket will be raised.

If we or our contactor, upon attending the property to conduct a repair, believe the repair is your responsibility as

the tenant, then you must agree to accept the recharge prior to the work commencing.

In the result of a recharge, Cirencester Housing will inform you in writing of the work that was undertaken, the cost and detail specifying why you, the tenant, are responsible for the repair.

If you fail to pay invoices for repairs where you are deemed responsible for the repair, Cirencester Housing may seek compensation through the Small Claims Court.

5.9 Repair response times

All our repairs are classified with allocated response times. This is the maximum time that you should wait before a repair is carried out. In most cases the repair will be completed before the end date.

If you report a repair and do not hear from NKS Contracts, please phone them to NKS directly to inquire as to the status of your repair.

We also ask that you provide us feedback on the response times and repair service you receive. This can be done by phoning, emailing or using our Contact form through our website.

A repair is classified as EMERGENCY where there is danger to life, major damage to the property, flooding, where the property is not secure or there is a total loss of heating in the months of October to March. Our repair target for emergency repairs is 24 hours where there is a danger of life, and 48 hours for all others.

ROUTINE REPAIRS cover all non-emergency work that does not cause immediate serious inconvenience or pose any danger to occupants or the public.

Our repair target for routine repairs is 10 calendar days which is dependent upon our contractor being able to secure an appointment with you during that time frame.

The contractor will make safe any defect and may not necessarily undertake a full repair within the repair target timescales specified. In these cases, they should fully inform you of the reasons why they are unable to repair on the first visit.

SCHEDULED WORKS, also known as programmed works, includes larger items such as kitchens, bathrooms and boilers, structural repair work and works outside your home. Our repair target for scheduled works is 90 calendar days.

5.10 Appointments for repairs and works

Our contractors will arrange appointments for repairs and scheduled works directly with you. If they fail to do so within the timeframes indicated above, please let us know.

Cirencester Housing shares tenant contact details with our contractors so that they can arrange appointments for repairs, maintenance and works directly with you.

It is important that you respond to any messages left by our contractors in a timely manner so that they are not delayed in completing your repair, maintenance and/or works being carried out on behalf of Cirencester Housing.

You must keep all appointments scheduled for repairs, maintenance and works to our property. You will be invoiced for failed appointments as a rechargeable cost.

An appointment will be considered 'failed' if you did not contact the contractor at least 1-business day prior to the scheduled date and time to re-arrange OR if you failed to allow access to the property to carry out the work at the time of the appointment.

An appointment is where you have been notified of the date and time of an appointment by any of the following methods:

- by you or your co-tenant agreement over the phone with our contractor or us,
- a text (SMS message),
- an email
- letter
- notice delivered to your home

5.11 Quality of repairs

Cirencester Housing contractors are expected to follow the minimum code of practice while in your home. We conduct repair satisfaction surveys on an ad-hoc basis.

The contractor is required to ensure that:

- Your home is left clean and tidy on completion of the works and at the end of each working day
- Operatives carry suitable identification at all times, with their name and photograph, the company name, date of issue and expiry
- Identification is shown to all tenants before entering or working on or around a property
- The playing of radios or other portable forms of music is not allowed

- You should be advised of any unavoidable delays in starting or completing the works, and be provided with clear information relating to revised completion dates
- They should not smoke or consume food and beverages in your home
- You should be supplied with any maintenance or operating instructions provided by manufacturers, suppliers or subcontractors
- They provide protection to your possessions and decorations from their activities.

We greatly appreciate any feedback, including that of our repair service.

We welcome feedback, positive or negative, on your repair experience; this can be provided via:

- Using our CONTACT form, available on our website
- Phone on 01285 658377
- Email contact@cirencesterhousing.org.uk
- Writing to us at our office

6 Rent and Service Charges

6.1 When is my rent due?

Your rent, including service charge is payable in advance and depends on the frequency you pay your rent. Your rent is based on a per week basis due every Monday.

You may agree with us to pay your rent on a different frequency. However, if you fall into arrears we may revert to requiring you to pay your rent weekly until such a time as you are able to pay regularly in advance.

Weekly rent	=	payable every Monday
Fortnightly rent	=	weekly rent x2 payable every other Monday
Four weeks rent	=	weekly rent x4 payable every fourth Monday
Monthly rent	=	weekly rent \div 7 x 365 \div 12, payable monthly on the day agreed with us

6.2 Rent is payable in advance

You are required to pay in advance based upon the frequency of your payment schedule. Based on your agreement with us if you pay your rent:

- weekly, you pay rent 1 week in advance

- fortnightly, 2 weeks in advance
- monthly, 1 month in advance

It is important to pay your rent promptly and not to let your account fall into arrears, even if you are waiting for a benefit claim to be processed. Arrears occur if you have not paid your rent in advance and your account goes into a negative balance at any time. If your account falls into arrears we will contact you to arrange payment and if you fail to do so, may consider taking legal action.

We will send you a rent statement quarterly, however if you need a statement in between times we will happy to supply you with one on request.

6.3 How do I pay my rent?

Cirencester Housing uses *AllPay* as our primary method for payment. With the *AllPay* card, you can:

- Make cash or cheque payments at post offices or newsagents without charge.
- Make payments at any bank pay point using your bank card.
- Arrange to pay by Direct Debit. We will set this up with you over the telephone or in person at our offices.
- Make payments over the phone using your bank card by calling

0844 557 8321 (*please note, calls cost 7pence per minute*)

If you are in receipt of Housing Benefit, it can be paid direct to Cirencester Housing.

You may make cash and cheque payments directly to us at our office; however, we encourage you to use your AllPay card as this provides an additional payment history in addition to the records kept by us.

If you wish to pay at our office, please phone ahead to make an appointment.

If you make a FASTER PAYMENT from your bank account directly into our bank account, you must notify us immediately as to the date, reference and amount of the payment. Failure to notify us of direct payments can result in up to two months delay of the payment being credited to your rent account.

6.4 What if I am having difficulty paying my rent?

If you have difficulty paying the rent, for whatever reason, please let your Housing Officer know as soon as possible.

All information will be treated confidentially and will only be disclosed with others where we have your permission and in

compliance with our Privacy Policy, which is available on our website and upon request.

Tenants on a low wage, state benefits or a pension, may be able to get help towards the cost of rent VIA Housing Benefit or Universal Credit housing element. Please contact our Housing Officer or your local council housing department for more information.

When you apply for assistance you will need to provide information about:

- How much the rent is
- How much income you receive
- Any arrears (request an up-to-date account statement from our office for this purpose)
- What savings you have
- The size and type of your accommodation
- The size of your family.

Even if you have savings or don't currently receive other benefits, you may qualify for assistance with housing costs, so please apply. Any delay in returning the claim form may result in loss of benefit because claims will not be backdated.

We encourage you to consider seeking assistance and further advice if you find yourself in financial difficulties or at risk of losing your home.

We maintain an updated list of contacts on our website; however, some suggested contacts include:

- Citizens advice bureau Cirencester on 01285 652908 or www.citizensadvice.org.uk/
- Money Advice Service on 0300 330 5456 or www.moneyadviceservice.org.uk
- Independent debt advice can also be found from the National Debt Line www.nationaldebtline.org or by telephone 08080 88 4000
- Shelter www.shelter.org.uk

If you have any additional queries, please contact your Housing Officer who can assist and direct you to other services and charities who may offer further assistance.

6.5 What will happen if I don't pay my rent?

Rent accounts are reviewed on a regular basis to ensure everyone is paying what their tenancy or agreement states.

Arrears occur when rent is not paid in full or payments are missed altogether resulting in a negative balance on your rent account.

We will write to tenants if payments are missed, full payments are not made or if your account regularly falls in to a negative balance due to payment in arrears.

If you anticipate or experience financial difficulty, the earlier you notify Cirencester Housing, the quicker an intervention can be put in place to help best deal with your situation.

If arrears persist and we are not receiving your co-operation in overcoming the problem, we will serve you with Notice of Seeking Possession according to Cirencester Housing arrears procedure. This is the first step towards Court proceedings to recover the debt and perhaps your property. After the period on this notice, if no satisfactory arrangement has been made between you and Cirencester Housing, we will seek a Court hearing. Should Cirencester Housing need to proceed to Court the Court hearing cost, currently in excess of £355, will be added to existing rent arrears debt.

To deal with your arrears and help you sustain your tenancy, we may apply to have your Housing Benefit or Housing Element of Universal Credit paid directly to us. We may also apply for money to be deducted directly from your benefits or apply for an Attachment of Earnings.

For tenants who are on a Starter Tenancy, if arrears occur on the rent account, Cirencester Housing may extend the

Starter Tenancy or apply to the County Court for a possession hearing.

You may be liable for court costs and legal fees.

If Cirencester Housing ever need to apply to the Court to recover arrears, and/or possession, all Court costs and legal fees will be requested to be recovered from you, the tenant.

Cirencester Housing using a debt recovery agency for recouping former tenant arrears.

6.6 Changes in the charges you pay

We aim to set rent and service charges that are affordable to those on low incomes and in compliance with the Regulator of Social Housing's Rent Setting Standard.

We must collect enough income to meet the cost of management and maintenance, loan charges, and must put a reasonable sum aside each year for future major repairs and renovations. We must also cover any losses from bad debts and empty properties.

6.7 What are service charges?

The service charge covers the cost of providing services on your estate and communal areas.

Every tenant that resides on the estate that benefits from common facilities, contributes towards the cost of the services. You will be provided with an annual statement showing the costs of these services.

Most elements of the service charge are eligible for Housing Benefit purposes.

We may:

- after consulting you, increase, add to, remove, reduce or vary the services provided
- charge for services on the basis of reasonable costs incurred during the previous accounting period or of estimates for the current or next accounting period. The difference between any estimate and the actual cost may be carried forward
- establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future
- appoint equally the costs of service charges between all properties concerned

Service charges may be assessed for any of the following elements:

- Maintenance of communal garden and landscaped areas, grass cutting, gardening materials including plants, shrubs and trees
- Communal Pruning of Trees and Shrubs

- Communal Cleaning: cleaning of landing, stairs, halls and windows
- Energy and fuel costs: street lighting, lights and emergency lighting
- Repairs and maintenance to communal services: lights and emergency lights, street lights, communal doors and door entry systems, fire detection equipment, fire equipment, street lights, etc.
- TV Aerial/Satellite Relay Maintenance
- Communal Area Pest Control
- Communal Waste Disposal
- Depreciation and sinking funds for: TV aerial equipment, door entry systems, fire equipment, parking areas, pavements, street lights, etc.
- Estate Management: cost of staff and related costs, but only to extent that these relate directly to the provision of the services provided under this schedule.
- Administration Charge: cost of administering the services listed on this schedule.

7 Safe Neighbourhoods & ASB

Everyone is entitled to live in peace and quiet in their own home, and not be unduly disturbed by the behaviour of neighbours.

Cirencester Housing works with tenants and other agencies such as Protection Services Officers, local authorities and the police to ensure that your estates are a safe place to live.

We expect our tenants to be considerate to their neighbours and not to cause nuisance or harassment and take all reports of harassment and discrimination seriously.

We consider the safety of tenants and their households of the utmost importance.

Anti-Social Behaviour is breaking the terms of the tenancy agreement; should our investigations conclusively suggest ASB has taken place, the appropriate action will be taken.

7.1 Anti-Social Behaviour

Please refer to Cirencester Housing's Anti-Social Behaviour (ASB) Policy available on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/>

The following information is provided to help you respond to concerns you may have.

7.1.1 I am having problems with my neighbours. What should I do?

Your neighbours may not be aware that their behaviour is causing you a problem. If you feel comfortable doing so, the best thing to do is to speak to them directly; remember to remain polite and try not to be angry. If the situation doesn't lessen or improve, let them know and contact your Housing Officer to explain your concern as well as the steps you have taken so far.

If you feel it necessary, it can be beneficial to keep written notes of incidents and the action you have taken to resolve them, including the dates and times. Should we need to become involved, this will help us in trying to assist you to deal with the problem. We can supply diary sheets for this purpose.

If you witness any criminal act, you should call the police in the first instance.

When reviewing any reported concern, should you not want a member of staff or the police to visit you at your home, please specify this via phone and a private, alternative meeting place can be arranged.

7.1.2 A visitor to the neighbourhood is causing trouble. What should I do?

If you witness an abusive, threatening or harassing behaviour towards tenants, neighbours and others visiting our estates, you should report it to the police.

For reoccurring events, you may also wish to report it to us.

7.2 What can Cirencester Housing do to prevent ASB?

Our customer service is based on having personal relationship with you, our tenant; providing safe and cost-effective housing.

If you do not feel safe in your home or community, you should let us know.

We work with our tenants who are experiencing nuisance or harassment to work together and resolve those concerns. In some instances, we may request additional support from outside parties. In all cases, it is paramount that we have support and involvement from you, when investigating your concern or complaint.

Depending on the severity and situation, on receipt of a complaint, we may take any of the following actions:

- Conduct an investigation to determine facts

- Work with you to determine if additional support may be beneficial when addressing any potential underlying circumstances that could be contributing to the behaviour
- Work to resolve disputes informally and support everyone involved in resolving differences
- Discuss with those involved what may be acceptable, unacceptable and questionable behaviour
- Arrange mediation and/or dispute resolution
- Set up a neighbourhood and/or acceptable behaviour agreements
- Work with other agencies
- Work with the police
- Take legal action, which ultimately may lead to possession of the property

We will act to the best of our ability to prevent further problems, investigate reports and take appropriate action.

Any action Cirencester Housing takes will be proportionate to the complaint, ensuring it conforms to tests of reasonableness and / or proportionality that housing legislation requires. We work with complainants, the local community and other persons involved in the witnessing of ASB in order to obtain evidence impartially.

Where no evidence of ASB can be obtained or no actions have been agreed, we will advise the complainant of this in writing.

We will advise both the complainant and perpetrator separately if a complaint investigation is to be held open for ongoing enquiries or that the complaint is considered addressed and closed.

7.3 What are Tenant's responsibilities?

As a tenant, it is important that take responsibility for everyone living in and visiting your home (including children).

We promote the approach that tenants should always try to discuss any issues with the other party or neighbour in the first instance, providing they feel happy and safe to do so.

Tenant's or persons making a complaint to Cirencester Housing about another person's behaviour should be prepared to provide evidence of the problem.

All tenants, regardless of whether they are the person reporting or on the receiving end of a complaint must not retaliate as this is likely to increase tensions between the parties. Any retaliatory or unacceptable behaviour may result in a valid complaint being raised that could result in

CH taking action under the terms of your tenancy agreement.

We do not tolerate abuse against staff or contractors, whether physical or verbal. We take appropriate action against tenant's who are abusive.

ASB will not be tolerated and may lead to legal action being taken which may result in the loss of your tenancy and home.

7.4 Safer Community advice

DO...

- Engage in constructive and civil conversations with your neighbours.
- Think about neighbours when you are doing something noisy and let them know first.
- Turn TV or music down if you neighbour asks you to. Remember that noise travels through walls and floors.
- Be tolerant when neighbours and their children are engaged in the ordinary activity of daily living. It is generally considered okay to have the sounds and activities of normal family life in and outside the home during the hours of 8am to 9pm.
- Let your neighbours know if you are planning a large gathering or party.
- Remember that you are responsible for the behaviour of your children, pets and visitors.
- Remember, in some circumstances, poor behaviour may be an indication of abuse and neglect. We encourage you to report suspected domestic abuse to Cirencester Housing.

DON'T...

- Play music or the TV so loud that it can be heard outside your home.

- Carry out noisy work in your home or on your car in the early hours of the morning or at night.
- Hold frequent late-night gatherings or parties.
- Drink alcohol outside the front of your property or in communal or shared areas such as gardens, corridors or walkways.
- Sound car horns, rev engines or slam doors.
- Use abusive or violent behaviour towards others.
- Harass anybody, racially, sexually or in any other discriminatory way.
- Use loud, foul language that can be heard outside your home or through the walls.
- Park inconsiderately so as to take up more than one parking space or to block other people's cars from leaving.
- Remember, that if it might annoy you or a member of your household, it will likely be a nuisance to your neighbours.

8 Our Duty to Safeguard

Please refer to Cirencester Housings Safeguarding & Domestic Abuse Policy on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/>

8.1 What is abuse?

There is a range of behaviours that can constitute abuse and is not specific to a gender, age or race.

Abuse can include:

- physical
- sexual
- emotional
- financial
- neglect
- discrimination
- abusive routines or regimes
- harassment and stalking
- threats
- controlling your movements
- abusive language (putting you down, name calling)
- coercive controlling behaviour, meaning the attempt to control and emotionally, financially and psychologically abuse a (ex)partner and/or family member.

Domestic abuse is between intimate partners or family members regardless of gender or sexuality. Domestic abuse includes so-called 'Honour'-based violence, forced marriage, and female genital mutilation.

For your safety, if you believe you are a victim of any sort of abuse, we encourage you to seek confidential support for you and your family.

The Gloucestershire Domestic Abuse Support Service is a county-wide service designed to reduce the level of domestic abuse and improve the safety of victims and their families. They offer immediate support and advice and a variety of support programmes for women and men over 16 years old experiencing domestic abuse:

Gloucestershire Domestic Abuse Support Service

0845 602 9035

support@gdass.org.uk

<http://www.gdass.org.uk>

Cirencester Housing maintains a list of helpful organisations on our website which includes those that offer support with domestic abuse www.cirencesterhousing.org.uk

8.2 Our approach to Safeguarding & Domestic Abuse

Cirencester Housing is committed to:

- Ensuring that the welfare of residents is always paramount
- Maximising people's choice, control and inclusion and protecting human rights
- Working in partnership with others to safeguard children and vulnerable adults
- Ensuring safe and effective working practices are in place
- Supporting staff within the organisation

Cirencester Housing is committed to protecting the rights of children and has a duty to safeguard. A child is anyone under the age of 18.

Cirencester Housing has a duty to safeguard vulnerable adults; protecting adults that have care and support needs from abuse or neglect, which includes self-neglect.

Vulnerable adults may be referred to as an adult at risk, and includes anyone over the age of 18 that is at risk from abuse or neglect, who is or who may be:

- in need of community care or health care services by reason of mental or other disability or illness,
- unable to take care of themselves or to protect themselves against significant harm or exploitation.

You should consider approaching the police and social services directly with concerns.

If you have any concerns for yourself, your household members or neighbours, please contact us, or arrange for an representative to speak to us on your behalf.

We are committed to doing everything practical to protect children and adults at risk from abuse and neglect, and deal with any reported concerns in a sensitive and confidential manner.

Where any member of Cirencester Housing's staff has a concern that abuse and/or neglect may be occurring, we will follow the procedures outlined within our policy.

8.3 Abuse towards our staff, contractors and agents

We do not tolerate abusive, threatening or harassing behaviour towards our staff, contractors or agents as they go about their business.

In order to ensure great customer service to you, our tenants, we need to ensure a positive working environment for our staff. Please treat us kindly and speak to us calmly with no raised voices.

Anyone who behaves in an unacceptable manner could find themselves barred from our offices, reported to the police, and/or facing legal action, which may include action to evict if holding a tenancy with Cirencester Housing.

9 Living in your home

This section gives you some general advice about making the best of your home.

IMPORTANT: Read the Health & Safety Section of this handbook first.

9.1 CCTV (installed by tenant)

Cirencester Housing recognises that some of our tenants and leaseholders may feel more secure if they install CCTV with the hope of deterring crime or evidencing ASB.

We also recognise that others may find the use of CCTV cameras or video recording devices as a breach of privacy, especially when encroaching on their home or Cirencester Housing common areas.

There are legal requirements for installing CCTV; in addition to these, Cirencester Housing also has requirements that must be met before any of our tenants consider installation.

If you are considering installing CCTV or another means of videoing, you must contact us directly to discuss the requirements and receive guidance. We will provide you useful information on the legal requirements you may need to be aware of and our expectations as you landlord.

There are often cheaper and more effective options to offer peace of mind and deterring of crime. If you have concerns about your safety, it is always worth speaking to your Housing Officer or your local neighbourhood policing team before considering CCTV.

Incidents can be reported to your local neighbourhood policing team at:

- <https://www.cotswold.gov.uk/residents/communities/community-safety/>
- Dialling the non-emergency number 101

9.2 Circuit breaker fuses

Circuit breaker fuses are switches that automatically switch off when the circuit is put under the same circumstances as would cause a fuse to blow.

If you experience a circuit breaker switching off, you should:

1. Unplug the appliance you think has caused the problem.
2. Reset the circuit breaker. We can show you how to do this.

If the circuit breaker repeatedly switches off, please report the fault to Cirencester Housing.

In some occurrences, this could be a result of a faulty appliance that is owned by you; in this circumstance a repair cost would be covered by you. In a situation where it is Cirencester Housing's equipment that is at fault, the repair and call out costs would be covered by us.

9.3 Communal areas

Some Cirencester Housing properties have communal areas such as landscaped areas, gardens, communal corridors and walkways. In most cases the costs for maintaining and lighting these areas are met through your service charges.

It is important that you treat the communal areas with respect and behave with consideration to nearby residents when using them.

9.4 Condensation

Please refer to the Condensation Leaflet available on our website:

<https://www.cirencesterhousing.org.uk/tenants/policies/>

The primary cause of dampness and mould growth on walls is condensation.

Condensation occurs when moist air reaches a cold surface and deposits some of its water on the surface. Air can become heavy with water vapour due to steam from cooking, washing, bathing and drying.

The only permanent cure is to reduce the level of moisture in the air; you can achieve this in one of the following ways:

- Keep your home warm. Leaving background heat on during the day may cost a little more than heating your home quickly in the evening.
- Open windows a little if they become misted up.
- Provide some ventilation if you have to dry clothes indoors.
- Keep the kitchen door closed when cooking or washing and open a window to allow steam to escape.
- Keep the bathroom door closed after having a bath and open a window to let steam out. If you have an extractor fan, the fan should be left on until the steam has cleared.
- Do not allow kettles and pans to boil longer than necessary.
- Do not overfill cupboards and wardrobes so air cannot circulate.
- Do not use paraffin or bottled liquid gas stoves. These give off a great deal of water vapour and can cause serious condensation problems.

If moisture does occur, mop up the moisture with a cloth. You can also buy special strips from DIY shops, which absorb moisture when fitted to window ledges.

You can remove mould growth by washing affected areas with a fungicidal wash, which may be available for purchase from shops that stock paint.

9.5 Car parking

Please be considerate and flexible with your neighbours when you or a visitor to your property park a vehicle. Your estate may have parking restrictions including the number of cars you can park in Cirencester Housing designated parking. Any such restrictions will be made clear to you as part of your tenancy agreement.

Not all of **Cirencester Housing's** properties include parking spaces.

In no instance, should any unroadworthy vehicles, vehicles without a current Vehicle Excise License (commonly known as Car Tax), a caravan, motor home or large commercial vehicle be parked outside your home. This extends to parking anywhere on an estate or land belonging to Cirencester Housing. To do so would cause problems with neighbours and would be a breach of your tenancy agreement.

9.6 Drains and waste pipes

Blocked waste pipes occur most commonly in kitchens and bathrooms when either food particles or hair has blocked the 'U' bend.

It is wise to clean drainage pipes from sinks, basins and baths occasionally with household washing soda crystals, this prevents a build-up of dirt that may eventually cause a blockage. If a blockage does occur that cannot be rectified in this way, it may be possible to remove with the help of a plunger. Plungers for sinks and toilets can be purchased inexpensively from DIY shops.

If you are unable to remove the blockage with a plunger:

1. Place a bucket under the 'U' bend.
2. Carefully unscrew the trap, the lower part of the 'U' bend.
3. Remove the blockage and screw the pipe work back into place.

If you are still having a problem, or are unable to complete these steps, please report the fault to us.

An increasingly common cause of sink blockages is pouring cooking oil down the plughole. This solidifies on cooling and can block waste pipes. Please try to avoid pouring cooking

fat down the sink. Allow it to cool, and then dispose of it with your household food waste.

Do not flush nappies or baby wipes (even those marked flushable) down the toilet. Many domestic toilets cannot cope with these items and they often cause blockages.

If we clear a blockage that you have caused by disposing household waste down the drains or toilets, you will be recharged for the work involved.

9.7 Electricity

- Make sure any electrical appliances not being used are switched off
- Make sure all plugs are correctly wired and that the correct value fuse is fitted
- Check flexes to see if they are worn or frayed. Do not run flexes under lino or carpets
- Never run an electrical appliance from a light fitting
- Never wire more than one appliance into one plug
- Do not overload sockets. Try to avoid using adapters.

If necessary, you can ask for permission to have extra socket outlets fitted. This would be at your own expense and must be carried out by a qualified and skilled tradesman, who must be qualified under Part P of Building Regulations.

9.8 Frost damage

It is your responsibility, as a tenant, to ensure that the property is not damaged through frost. The expansion of water when it freezes in wintery weather can cause serious damage to pipes, cisterns, sinks and basins.

Points to consider, when avoiding damage caused by frost include:

- Keeping your house as warm as is comfortable during any cold spell.
- Being aware of where to find the main water tap (stopcock) and knowing how to turn it off. Test the stopcock regularly to ensure it works correctly or ask your Housing Officer for further detail if you are unsure.

9.9 Gardens

If your home has a private garden, the garden area will be made known to you as part of your tenancy sign-up. The maintenance of a private garden associated with the specific home and is the responsibility of the tenant connected with that home.

Where gardens are not private, they are likely to be communal; in that case, we will maintain the identified garden area and you will pay for this service through your service charge.

In some circumstances, tenants voluntarily maintain communal garden areas, this benefits all tenants on the estate as no cost is then passed on through the service charge.

You are welcome to plant in your private garden with the exception of larger greenery such as shrubs, bushes or trees; if you are unsure whether suggested planting is agreeable to Cirencester Housing, please contact us for guidance.

The planting or removal of larger items such as shrubs, bushes and trees must be coordinated with Cirencester Housing and garden planting scheme agreed in writing.

Covering any area of the garden with gravel or paving slabs (hard landscaping) requires our written consent and must not be carried out without it.

When considering the location of a barbeque, please ensure that you keep them safe and away from fences and buildings.

Please remain considerable to your neighbours and other residents when hosting barbeques or other events that use the garden.

9.10 Gas safety

To ensure your safety and meet our legal obligations, we must service all Cirencester Housing's gas appliances each year.

Your assistance in making reasonable access arrangements for contractors to carry out gas checks in your home will significantly reduce your risk of carbon monoxide poisoning.

It is good practice to consider the following:

- Never use a gas appliance that you suspect isn't working properly - signs of a problem include yellow or orange flames, deposits of soot or stains and pilot lights that don't stay lit.
- Never cover a gas appliance.
- Never block air vents.

If you suspect you have a gas leak or can smell gas:

- Put out cigarettes immediately and do not use a naked flame
- Do not use any electrical equipment
- Do not turn any electrical switches on or off including lights
- Check if a pilot light has blown out or gas cooker left on but not lit
- Open windows
- Contact TRANSCO on 0800 111 999.

9.11 Insuring your home

Your home is covered by Cirencester Housing's own insurance if the structure of the building is damaged by elements such as fire or flood.

You should insure internal decorations and your belongings, including all carpets and floor coverings, against accidental damage, theft or loss – this is not covered by our insurance.

Cirencester Housing will not be able to provide financial assistance to you to compensate for losses in the event you have not taken out adequate insurance cover.

A break-in, fire or a flood may happen at any time without prior warning; neither you or Cirencester Housing can entirely prevent these or similar events from happening, but you can make sure that if it does, you have financial cover for the cost of making good any damage or loss.

9.12 Oil

You are responsible for the removal of oil, spilt or leaking from your car or a car used by a visitor to your home.

9.13 Pest control

If you suspect or are aware of any pests in your home - such as squirrels, ants, mice or rats - it is your responsibility to resolve this issue.

In any suspected cases of pests in your home, we recommend that you contact your local Environmental Health Department for assistance.

9.14 Pets & assistance dogs

Pets can enrich our lives and the ownership of any pet must be taken seriously with the correct level of care.

You must obtain Cirencester Housing's written consent before keeping ANY pet. Verbal consent is not enough.

You can request a *pet application form* directly from us or retrieve a copy for download on our website. By completing and submitting this form, you acknowledge and agree to comply with Cirencester Housing's criteria for keeping a pet. We may take legal action to enforce the tenancy requirement and will ask you to remove the pet from the property.

If you fail to complete a pet application form and keep a pet in your home, it is considered a violation of your tenancy agreement.

We may rescind previously granted permission if we receive complaints of noise, fouling, aggressive or other concerns associated with your pet. Furthermore, if there is any cause for concern in relation to mistreating of your pet, this will be reported to the RSPCA and the granted permission will be rescinded.

The criteria for keeping a pet is outlined within the pet application form and must be met in order for your application to be considered.

9.14.1 Can I keep an assistance dog?

If you are defined by the Equality Act 2010 as a disabled person and are the owner of a trained assistance dog, you must apply to us for permission to have your dog live with you in your home.

In addition to this application, you will be required to provide evidence showing that the dog is a registered assistance dog.

Any visitor to your home that has an assistance dog with them, must ensure that their assistance dog wears its coat throughout the visit.

In all cases, you should ensure that your assistance dog, or that of your visitor, does not disturb your neighbours. You are responsible for ensuring that the area is cleaned if your assistance dog, or that of your visitor, fouls in shared areas.

9.15 Refuse

You are responsible for the prompt and safe disposal of refuse. Refuse can be unsightly and built up refuse represents a risk to health and safety.

It's important to maintain a pleasant living environment for everyone.

If you do not dispose of refuse promptly, Cirencester Housing may arrange for it to be removed and will recharge you for this. For larger items, the local authority will need to be contacted.

9.16 Satellite dishes

Some of our schemes are subject to planning restrictions; therefore, you must obtain our written permission before installing a satellite dish. We will not unreasonably withhold permission.

9.17 Security

A good rule of thumb is to make it as difficult as possible for a burglar to break into your home.

You can often avoid a break-in by taking a few simple precautions:

- Close all your windows when you go out, make sure your entrance door is locked and leave a light on.
- Never leave your key under a doormat or hanging on a string behind the letterbox and avoid leaving your key where it can be seen from the front door.
- Always check the identity of callers to your home. Genuine callers should be able to produce some form of identification.
- Remember to cancel your newspapers and milk if you are going away.

9.18 Sheds and outbuildings

If you wish to install a shed or outbuilding in either a communal or your own garden, please contact us before purchasing it.

Sheds and outbuildings are subject to planning restrictions, if you do install one without consent, we can inform you to remove it, or may remove it ourselves and recharge the cost to you.

9.19 Smoke alarms and CO2 detectors

Cirencester Housing installs smoke alarms in all our properties and CO2 alarms in properties that have gas, LPG or solid fuel systems.

All alarms installed by Cirencester Housing are mains operated with battery backup.

It is the residents' responsibility to look after them so that they look after you. For best protection, and to reduce the likelihood of false alarms, you can clean the smoke detectors using the soft brush or wand attachment of a vacuum cleaner.

Mains power to the smoke detector must be turned off before cleaning.

9.19.1 Tenant/Resident Responsibilities

- Know the locations of all your smoke and CO2 alarms.
- The Fire Service recommends you test your smoke and CO2 alarms every week (minimum monthly) by pressing the test button until the alarm sounds.
- If it doesn't sound, wait a bit and test again. If it still doesn't sound, raise a repair request with Cirencester Housing.
- If you are unable to test your alarms, arrange for a family member, friend or neighbour to do so.

- Clean your alarms every six months to remove any dust and fluff from the detector. This can be done with a dry cloth or by gently Hoovering the alarm.
- If you damage or break an alarm, notify Cirencester Housing. We will replace the alarm. Smoke and CO2 alarms are not expensive, and if you are concerned about the cost of replacing an alarm that has been damaged, please talk to us about it. The safety of all members of your household is of utmost importance.

9.19.2 Cirencester Housing Responsibilities

- Ensure smoke and CO2 alarms are fitted, working and show them to you at the time you rent your home from us.
- If you have a hearing impairment, we will assist you in understanding an appropriate alarm system and support to have a suitable system installed.
- Replace alarms that become faulty.
- Replace alarms as part of a standard cycle as like most electrical goods, they can stop working at some point.
- Test CO2 alarms as part of your annual gas safety check.
- **Cirencester Housing is not responsible for the testing the smoke alarms.**
- If a resident has been identified to us as requiring additional support for their health and safety, we will meet with them to ensure the necessary checks for their home are undertaken. If you are such a resident,

please contact us. If you have any questions or need to be shown how to test your alarms, please contact Cirencester Housing.

9.19.3 Trouble shooting your detector

Detector does not sound when tested

Turn off the mains power and check the battery is securely attached. If the problem persists, report it to Cirencester Housing.

Detector beeps once a minute

Turn off the mains power and replace the battery. Turn off the mains power and clean the detector. If the problem persists, report it to Cirencester Housing.

Smoke detector sounds continuously without there being smoke present

Report the problem to Cirencester Housing.

9.20 Estate & home specific information

Many of our estates and homes have specific information that is necessary for you to know in order to enjoy and maintain your home properly. Such information will be provided to you at the start of your tenancy and is available upon request and from our website at any time.

It is very important that you read and understand the information that is specific to your particular home and

estate. If damage is caused as a result of you not following the information, you may be recharged for any resulting repairs.

Some of the type of information you might receive include:

- Heating and boiler systems
- Room and zone thermostats
- Sewage treatment plants and systems
- Water stop cock to switch water off at the main supply
- PV solar panels

10 Tenancy Agreement & Tenant Rights

When you start your tenancy, CH staff will review your tenancy agreement with you in detail. This is important as your tenancy agreement is a legally binding contract between you and Cirencester Housing.

By accepting your tenancy agreement, you have accepted certain responsibilities and promised that you will behave in a certain way as well as acquiring certain rights.

Some of the rights which are not discussed elsewhere in the Tenant Handbook are included here. This is not an exhaustive list, you should always refer to your tenancy agreement.

10.1 Tenant involvement and consultation

We are committed to listening to our customers and involving you in all aspects of our service delivery so that we can continue to improve.

We are always looking for tenants to be part of focus groups and consultations.

You have the right to be consulted about matters affecting your home; this includes management, maintenance and improvement to your home or estate.

If you have a service or item related to your tenancy that you would like to be consulted on or think we should be consulting on with our tenants, we truly want to know. Please refer to Complaints, compliments and feedback section for how you may do this.

Cirencester Housing offers multiple ways for tenants to be involved, and pledges to do this through the following methods:

- We will ensure we have multiple ways that you as an individual may complain and provide us feedback.
- We will consult using informal individual feedback and formal survey requests on delivery of housing services, repairs service, communal area and estate services and refurbishments of your home.
- We will seek opportunities to invite tenants to participate in focus groups on specific topics and services.
- We will conduct a tenant satisfaction survey and consultation on our services at least every three years.
- We will support tenants to come together and form focus groups and tenant panels or equivalent groups, and pledge to respond in a constructive and timely manner.

The more of our tenants that participate, the more you – our customer and purpose for being here – directly impact our business decisions.

10.2 Types of Tenancy

10.2.1 Security of Tenure

Security of tenure is the security, or rights of occupation, of the tenant; generally, you have the right to remain in your home as long as you keep the conditions set out in your tenancy agreement.

You must use the property as your main residence.

If you do not use the dwelling as your main residence, you will no longer have security of tenure.

To end your tenancy agreement, if assured or prior to the end of a short-term assured tenancy, Cirencester Housing must go to court to seek possession.

We must provide a ground for possession and/or satisfy the court that you are in breach of your tenancy agreement and that it is reasonable for the court to issue an order.

10.2.2 Starter Tenancies Trial Period

All tenants who have signed a tenancy agreement on or after 1st January 2016 will have a starter tenancy or a starter tenancy leading to an assured tenancy or an assured shorthold tenancy.

During the initial 12 months of a Starter Tenancy (or 18 months if the tenancy is extended by Cirencester Housing) the tenancy is a “Trial Period” during which you do not have the right of security of tenure. The agreement during the trial period is not a fixed term tenancy but an assured shorthold periodic tenancy within the meaning of Part I, Chapter II of the Housing Act 1988 (as amended) for the duration of the trial period.

Your tenancy and ability to adhere to the terms of your tenancy agreement will be regularly reviewed with you during the trial period. This enables you and us to monitor and address any concerns you or we may have.

At the end of 12 months your tenancy will automatically become an Assured Tenancy or an Assured Shorthold Fixed Term tenancy unless we have taken action to extend the trial period to 18 months or begun legal action against you. For most tenants, it is a smooth transition.

10.2.3 Assured Tenancy

If you became a tenant on or after 15th January 1989, you will be an 'assured' tenant. The weekly rent you pay is made up of rent and service charge, and it is set by Cirencester Housing. Your assured tenancy rights will be set-out in your tenancy agreement. You may ask your Housing Officer to review these with you at any time.

Your rent and service charge will be reviewed annually. We will give at least four weeks' notice in writing of any proposed change to your rent and service charge. If you do not think the proposal is reasonable, you have the right to refer the notice to an Independent Rent Assessment Committee in the period between Cirencester Housing informing you of the increase and the implementation date that will fix a rent for the property.

Setting rent levels can be complicated and if you require further details on how we set your rent, please write to us asking for an explanation of the rent formula.

10.2.4 Assured Shorthold Tenancy

An Assured Shorthold Tenancy is the same as an assured tenancy except it is for a specific period which is agreed in the tenancy agreement. You become an assured shorthold tenant providing that we have written to you to confirm the successful completion of the trial period.

Rents for fixed-term assured tenancies are set in the same manner as assured tenancies (see above).

Prior to the end of your specific period of your tenancy, Cirencester Housing will write to you to inform you if the tenancy will end or if there is an option to enter into a new tenancy agreement.

We are required to provide you with a minimum of 2 months' notice under Section 21 of the Housing Act 1988 using a special form giving you Notice seeking a possession of a property let on an assured shorthold tenancy. If you fail to leave on the date specified in the notice, we will apply to the courts for a possession order.

Section 21 notice procedure cannot be used if we are also claiming rent arrears. In that case, we will use a Section 8 notice.

10.2.5 Secure Tenancy (Fair Rent)

If you became a tenant before 15th January 1989, you will be a 'secure' tenant. The weekly rent you pay is made up of rent and service charge. It is known as a 'registered fair rent' and is fixed by an independent Rent Officer who is a government officer.

Shortly before the end of each two-year period, the Rent Officer considers proposals from Cirencester Housing for

new rent levels. You will be informed in writing of the proposed new rent and asked for your comments by the Rent Officer. The Rent Officer will then register a rent they consider to be fair, taking into account the age, character and location of the property.

If you object to the rent that has been registered, you have the right to appeal within 28 days to the Rent Assessment Committee, which can confirm, raise or lower the registered rent.

When the new rent has been registered, we will give you at least four weeks' notice in writing before raising your rent for the next two years.

10.3 Can I acquire my home?

If your home was bought or built after 1st April 1997 using Social Housing Grant money (or it was transferred from a local authority after that date), you might have the right to acquire your home from Cirencester Housing.

There may be a grant available towards the cost of this. More information is available on the government website: <https://righttobuy.gov.uk/am-i-eligible/eligibility-quiz/>

Please visit the above referenced website and speak to Cirencester Housing if you would like more information about this.

10.4 Can I pass on my tenancy to someone else?

You may have the right to one succession. If you have obtained your tenancy under these circumstances, you will have no right to further succession.

The nature of this right depends on whether you are a 'secure' tenant or an 'assured' tenant. You will have been told by the start of your tenancy which type applies to you, and it will also be detailed on your Tenancy Agreement.

10.5 What if I don't follow the tenancy agreement?

There are grounds on which Cirencester Housing can obtain possession, but the main reasons why we go to court to end tenancies are where tenants:

- Fail to pay, or are consistently late in paying, rent
- Cause a nuisance or annoyance; this includes nuisance or annoyance caused by people living with you or visiting you
- Commit anti-social behaviour, violence, threats, racial intimidation or harassment
- Obtain a tenancy by making a false statement
- Fail to move in or abandon the property
- Break any of the terms of the tenancy agreement
- Fail to keep their home in a clean and tidy condition
- Failure to provide reasonable access to the property to carry out repairs or other work

We may also apply to the court for an order that requires you to keep to the terms of the Tenancy Agreement, either through an injunction or an anti-social behaviour order.

A full list of the grounds under which you can be evicted is included in your Tenancy Agreement.

10.6 Can I take in a lodger?

Under section 93 (1) (a) Housing Act 1985, providing you do not overcrowd your home, you can take in a lodger, but you must inform us. You must also let us know if you are claiming housing related benefits as your entitlement might change.

10.7 Can I exchange my home?

You may be entitled to exchange your home with another Cirencester Housing tenant or with a tenant of another registered social landlord or local authority. You must first obtain written permission from us and any other landlord involved.

To exchange tenancies, you must be a:

- council tenant with a secure council tenancy or a flexible council tenancy

- housing association tenant with an assured tenancy or a secure tenancy or a fixed-term assured shorthold tenancy of 2 years or more

You cannot exchange tenancies if you:

- are a council tenant with an introductory tenancy or a demoted tenancy
- are a housing association tenant with a starter tenancy
- rent a bedsit or hostel room from the council
- live in supported accommodation
- rent your home from a private landlord, even if you got the home through the council
- own your home as a shared ownership leaseholder

10.8 Your right to information

You have a right to information from us about the terms of the tenancy, our repairing obligations, our policies and procedures on tenant consultation, housing allocations and transfers, and our performance as a landlord.

Please contact us if you are unable to find the information you need on our website.

11 Moving Home

11.1 Applying for home

Please refer to our ALLOCATIONS POLICY available on our website under TENANTS – CIRENCESTER HOUSING POLICIES: <https://www.cirencesterhousing.org.uk/tenants/policies/>

11.1.1 We use HomeseekerPlus

HomeseekerPlus is a choice based letting system where we advertise our empty properties. It is managed by Cotswold District Council. If you wish to use the system you will need to register online at <https://www.homeseekerplus.co.uk/>

If you do not have access to a computer you can still use the system but will need to contact the Advice Centre on 0845 058 2099, or you may come into our office and we will help you register using one of our computers.

Once you have had your application approved and received your banding you will be able to bid for properties. Properties are advertised every week and there is a printed newsletter you can view.

11.1.2 Existing tenants transferring to another CH property

Cirencester Housing maintain a list of tenants wishing to transfer to another Cirencester Housing property; however, the waiting times for an internal transfer can be extensive.

11.1.3 Rural Homes Waiting List

We operate a waiting list for Cirencester Housing properties in rural communities to help us identify people with local connections to the parish and surrounding parishes looking for affordable homes.

Applicants with a local connection to the areas must opt into the list via our website, email or letter providing us with details of the community, local connection to the community, type of home, email and phone number allowing us to contact potential applicants when a property becomes available.

11.1.4 Mutual Exchange

If you wish to move home and stay with a registered housing provider, this is done by a Mutual Exchange. You must get our and the other landlord's permission before making an exchange.

Cirencester Housing will offer you assistance to identify and arrange a mutual exchange, including paying for a subscription to an internet based mutual exchange service if you are complying with your tenancy agreement. Please contact your Housing Officer to discuss further.

11.2 Ending your tenancy

You must give Cirencester Housing written notice to end your tenancy in compliance with your tenancy agreement.

Your notice period is specified in your tenancy agreement and must expire on the day of the week or date of the month immediately prior to the start day or date of your tenancy.

Before you leave, we will carry out an inspection of your property.

You are required to provide your notice in writing and it must include at a minimum:

- A statement you wish to give notice to vacate
- Your name and address
- Our name and address
- The date of the notice
- The date the notice expires

Cirencester Housing will acknowledge your notice in writing, send you details of your rent account and request arrangements be made to hand-over the property.

Please contact your Housing Officer to assist you through the process of giving notice and ending your tenancy.

There may be cause for you to extend your notice, especially if you are buying your own home. Please let us know of this as soon as possible.

You will be charged for any repairs or damage you are responsible for in the property, as well as for the disposal of any goods left in the property.

You may also be recharged for the cost of cleaning the property after you have left, if we need to do this in order to re-let it.

You must pay any money owed before you leave the property.

If you have any lodgers, you must make sure they leave before your tenancy ends.

All keys for your property must be returned to Cirencester Housing by 12pm on the date your tenancy expires. We will charge you rent until the property has been handed over.

If you do not return all your keys, we will recharge you for the cost of gaining access and of changing the locks.

It is wise to inform the following of your move:

- Council tax office
- If you receive help to pay your rent:
 - The Cotswold District Council for housing benefit
 - The Department for Work and Pensions (DWP) for universal credit
- If you are in receipt of other benefits or support, you should notify the organisations from which you receive those benefits
- Gas and electricity boards
- Telephone provider
- Post office
- Doctor's surgery

We have provided a form on the next page for you to use if you wish to end your tenancy to ensure you have given us proper notice.

We accept written notice by post and email. If you require a further copy, please contact us directly.

To: Cirencester Housing Limited
First Floor South Wing
Cotswold District Council Offices
Cirencester GL7 1PX

Re: Notice of intention to terminate tenancy

In accordance with conditions of my tenancy, I/we hereby give you notice as follows:

Start date of notice:

End date of notice: (last day of tenancy)

I/we shall vacate and hand over possession of the following property:

.....
.....

All keys for the property will be handed over at the following location:

.....

By noon on the (date) :

Please indicate your reason for leaving:

- Relocation Moving in with new partner/family Property does not meet needs
 Other Reasons for leaving (please specify below)

.....

New Address:

.....

Phone:

Email:

I understand that:

1. Rent is due up to the above end of notice date or until the keys are returned (whichever is the later date) and should be paid before vacating the property.
2. All keys to the property must be returned or the cost of changing locks or cutting additional keys will be recharged to me.
3. All furniture and rubbish will be removed and the property and garden left clean and tidy. The cost of removing any items left in the property or garden and the cost of any necessary cleaning will be recharged to me.
4. Any breakages or damage to fittings and the repair or replacement of items for which I am responsible under the tenancy agreement will be recharged to me.
5. It is my responsibility to contact the council tax office, gas, electricity and water authorities to advise them of my vacating the property and make appropriate arrangements for reading meters and redirecting the post etc.
6. I further understand that the property will be inspected before I leave and access is normally available.

Full name of tenant:

Signature: Date:

Full name of co- tenant:

Signature: Date:

Full name of co- tenant:

Signature:Date: