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# Tenants Handbook

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WELCOME TO YOUR NEW HOME

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# 01



## Section one

# Information on the Housing Service

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# Welcome to your new home

This handbook has been put together to provide you with important information about your home and tenancy. It includes details on your rights and responsibilities, the role of Epping Forest District Council as your landlord, plus sections on our key services and how to access them.

We take pride in these services and put our customers at the heart of everything we do. With this in mind we review this guide regularly to ensure it contains everything you need to enjoy your home.

We will let you know about any changes to the way we provide services in our tenants' magazine 'Housing News' and via our website [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk).

If you have any questions or need more information in the meantime please get in touch.

## There are three Housing Offices, one of which will cover your area

### **If your home is in Loughton**

your local Housing Office is at 63 The Broadway,  
Loughton, IG10 3SP.

Phone: 01992 564186

Email: [hmansouth@eppingforestdc.gov.uk](mailto:hmansouth@eppingforestdc.gov.uk)

### **If your home is in Chigwell**

your local Housing Office is at The Limes Centre,  
Limes Avenue, Chigwell IG7 5LP.

Phone: 01992 564765

Email: [hmanlimes@eppingforestdc.gov.uk](mailto:hmanlimes@eppingforestdc.gov.uk)

### **If your home is in Buckhurst Hill**

please check the information you were given when you signed your Tenancy Agreement. Your local Housing Office will be in Loughton or Chigwell.

### **If your home is in any other part of the district**

your local Housing Office is at the Civic Offices,  
High Street, Epping, CM16 4BZ.

Phone: 01992 564545

Email: [housingnorth@eppingforestdc.gov.uk](mailto:housingnorth@eppingforestdc.gov.uk)

There are a few housing related services that are only available at the Civic Offices, Epping. You will need to come to Epping for:

- lettings, homelessness and mutual exchanges
- garage lettings
- council house sales and leasehold services
- environmental services

Housing Benefit queries are also generally dealt with at the Civic Offices. Phone 01992 564155 and ask for the Benefits Team.

The Older Peoples Services Manager is responsible for Sheltered Housing and Epping Forest Careline (a 24-hour emergency alarm service for vulnerable people). You will find the contact details in [Section 08](#) at the back of this handbook, along with lots of other useful contacts.

Please visit our website for more information on other council services at [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk). You may also find the following contacts useful:

### Financial assistance

You may be able to get help if you are in financial difficulty due to a change in circumstances.

- To make a claim for benefit (including Jobseeker's Allowance, Employment and Support Allowance and Income Support) contact your local Jobcentre Plus or phone 0800 055 6688.
- For advice on tax credits (Child Tax Credit and Working Tax Credit) contact the Tax Credits Helpline on 0845 300 3900.
- For information on child benefits contact the Child Benefit Helpline on 0300 200 3100.
- For advice on pensions and pension credit contact the Pension Service on 0845 606 0265.

You can find further advice on the Government's website [www.gov.uk](http://www.gov.uk) or contact your local Citizens Advice Bureau.

# Our Housing Service Standards

Housing has a major impact on the quality of people's lives. It influences health, educational achievement, employment opportunities and society in general.

The Council is responsible for assessing housing need, and for overseeing and co-ordinating the provision of new housing in the district, especially additional affordable housing for rent.

We aim to help prevent homelessness, provide assistance where homelessness cannot be prevented, and support people with special needs. We assist with the improvement of privately owned properties and we provide services for council leaseholders. We also manage and maintain around 6,500 council properties.

## Our Housing Charter

In the provision of housing services ([see A](#)), the Council will:

- Treat you courteously, politely and with respect, in person and on the telephone (and will expect the same in return).
- Investigate complaints thoroughly and respond wherever possible within 10 working days or send you an acknowledgement and then respond to you fully as soon as possible.
- Explain and give advice promptly on any housing matters.
- Consult you on matters that significantly affect you.
- Seek to provide high standards of service to you.

- Take into account your needs and the needs of others when considering individual housing cases, and the effect decisions will have.
- Keep you informed of housing issues.
- Manage the use of your rent payments prudently.
- Make provision for any special needs you may have.
- Make provision for any special needs you may have when communicating with you.
- Treat you equally in accordance with the Equality Act 2010 which targets unlawful discrimination in relation to these characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation.

### A Housing services are provided in the main to:

- Council tenants
- Leaseholders
- Private occupiers
- Housing applicants
- Homeless applicants

## General housing standards

We aim to ...

1. Report on our performance against these Service Standards to your Tenants and Leaseholders Federation every year, and review the Standards in the light of performance.
2. Generally satisfy at least 80% of our tenants with the overall housing service provided.
3. Respond to your letters within 10 working days on routine matters, or acknowledge within 5 working days and then provide you with a full response within 28 days on more complex issues.

4. Give you an opportunity to appeal within 3 months to a senior officer about any decision made about your housing that affects you.
5. Give you an opportunity to complain about anything you are unhappy about, fully investigate your complaint and inform you of the outcome of your complaint within the Council's published timescales.
6. Provide a copy of the Council's 'Housing News' tenant newsletter to you twice a year.

### Tenant involvement and empowerment standards

We aim to ...

1. Consult you on any significant matters relating to your tenancy and take your views into account when making decisions.
2. Consult you on major issues that affect your estate (such as improvement schemes) and offer individual choices where appropriate and feedback on the outcome.
3. Agree our approach to tenant involvement with the Tenants and Leaseholders Federation and maintain a written Tenant Participation Agreement which we review every 3 years.
4. Invite 2 representatives of all the recognised tenants associations in the District to become members of the Epping Forest Tenants and Leaseholders Federation, which will have a written constitution explaining how it will operate.
5. Consult the Tenants and Leaseholders Federation on proposed new, or changed, housing plans, strategies and policies, and take their views into account before making decisions.

6. Look for opportunities to form new tenants associations, and support these groups by providing practical or financial support.
7. Provide start-up funding of £100 to any recognised steering group wishing to form a recognised tenants association, and a further grant of £200 when formally recognised.
8. Make premises available for meetings of tenants groups or meet any reasonable costs of hall bookings.
9. Consider the training requirements of tenants and leaseholders who are members of the Federation or other tenants associations, and assist in arranging suitable training.
10. Provide a variety of ways to involve residents, for those that prefer not to attend meetings, including surveys, panels and public events.
11. Review the success of the Council's tenant participation strategy through consultation with the Federation and by conducting a survey once every 3 years.

### Homelessness standards

We aim to ...

1. Give you an interview with a Homelessness Prevention Officer within 7 days of initial contact, or on the same day if an emergency.
2. If necessary, provide you with suitable temporary accommodation, whilst we investigate your homelessness application, until we provide you with a written decision.
3. If requested by you, review a homelessness decision that you are unhappy with by a senior officer within 8 weeks.
4. Advise you of your right of appeal to the County Court within 21 days on a point of law if you are unhappy with the homelessness decision after it has been reviewed.

## Housing Register and allocations standards

We aim to ...

1. Register your housing application or garage application, and advise you of the level of priority (band) given, within 10 working days of receipt of all the information we need from you and other people.
2. Notify you in writing of any change in your priority banding, within 7 days of the change being made.
3. Write to you at least every year if you have not expressed any interest in vacant properties under the HomeOption choice based lettings scheme, and ask if you wish to remain on the Housing Register.
4. Give you at least 5 calendar days notice between offering you a tenancy and the tenancy commencement date.
5. Unless you are a homeless applicant ([see B](#)), allow you to choose the vacant Council or housing association home you would like to be offered (through our HomeOption Scheme), subject to the interest expressed by other applicants with higher priority.
6. If you are not a Council tenant already, or moving into sheltered housing, offer you an Introductory Tenancy initially, followed by a Flexible Tenancy automatically after 1 year, if you have not caused any anti-social behaviour, have had any significant rent arrears or broken any other Conditions of Tenancy.
7. Give you a decision on your request for a mutual exchange within 5 working days of receiving an application from you and the other party or parties, with all the required information provided.

- B Homeless applicants, where a full duty has been accepted by the Council, will be made one offer of suitable flatted accommodation. If the offer is refused, the Council's duty will end. The applicant will be able to request a "suitability review" which will be conducted by the relevant Assistant Director.

### Tenancy and neighbourhood standards

We aim to ...

1. If you are a new tenant, visit you at home within 10 weeks of your tenancy commencing, to introduce you to your local housing officer and to discuss the main conditions of your tenancy and any queries you may have.
2. Provide you with the following options to pay your rent:
  - By direct debit
  - At any Post Office<sup>TM</sup>
  - At any "PayPoint" access point
  - At one of the Council's Offices
  - By credit card
  - By text
  - By standing order
  - On our website
  - By telephone
  - By salary deduction (if you work for the Council)
3. Give you a choice of any date in the month to pay your rent by direct debit.
4. Provide you with written confirmation of the balance on your rent account in April or May each year (unless your account is clear or only in credit or arrears by less than £10).

5. Provide you with a detailed statement of your rent account for the previous 12 months on request (or automatically every three months if you are in arrears by more than £1).
6. Try to enter into an agreement with you to clear any rent arrears that you have through reasonable installments, before we take any legal action to recover the arrears.
7. Try to meet with you to discuss any rent arrears before any court hearing takes place.
8. If you are an Introductory Tenant or a Demoted Tenant (see C), give you an opportunity to appeal to a senior officer against any proposed legal action within 2 weeks of you being advised of the proposed legal action.
9. Remove abandoned vehicles from housing estates (after making enquiries of the DVLA on ownership and contacting the owner) within 5 weeks of receiving a complaint.
10. Remove clearly abandoned and potentially dangerous vehicles from housing estates within 5 working days of receiving a complaint.
11. If you live in a flat with more than 4 flats in the block, clean the communal area weekly and re-charge you the cost to the Council.
12. Where we clean communal areas of blocks or flats, inspect the standard of cleaning at least twice a year.
13. Undertake a formal inspection of your estate by a housing officer and make a note of any required work at least once every year with a representative of any recognised tenant association covering your area.
14. Give you a decision on your request for permission to carry out improvements to your Council home (or former Council home) within 2 weeks of us receiving your request.

15. When you vacate your Council home, inform you of your right to compensation for certain improvements you have undertaken within 7 days of you informing us of your vacation and give you a decision on your request for compensation to your Council home within 2 weeks of us receiving your application and all the required information.
  16. If you are unable to succeed (see D) to a tenancy because there has already been one succession we will offer you a new tenancy. This could be the property in which you are currently living or, if you are not a spouse and are under-occupying the property, the tenancy of another smaller property.
- C A demoted tenant is someone who held a secure tenancy but whose secure tenancy rights have been taken away by a court for 12 months and has therefore become a demoted tenant - who is allowed to live at the property but with limited rights.
- D Succession is where another person takes over a secure tenancy when the tenant dies. To succeed, the successor must have lived in the tenant's home as his or her main place of residence at the time of death. The law relating to succession is complicated. From 1 April 2012, the law changed as a result of the Localism Act 2011. So different rules apply, depending on when you entered into your Tenancy Agreement with the Council. Please speak to your Housing Management Officer for advice or see [Section 03](#) of this handbook 'Tenancy Information'.

## Home repairs and maintenance standards

We aim to ...

1. Continue to ensure that your home meets the Government's Decent Home Standard.
2. Attend all emergency repairs within 4 hours (including out of hours), and to carry out all other repairs within 7 working days.
3. Provide you with, and keep, an appointment to undertake repairs, within the Council's target times, at the time you report a repair – with a choice of three periods on any day, including a 'school times' option.
4. Remind you of your repairs appointment by text the day before, and give you an estimated time of arrival on the day of appointment.
5. Satisfy at least 97% of tenants with the general standard of the repairs service we provide (see E).
6. If a repair needs to be inspected first, a Housing Inspector will visit your home by appointment, morning or afternoon, within 10 working days of your request
7. Arrange for Repairs Inspectors to randomly inspect the quality of work of a sample of repairs carried out by our Building Maintenance Section and contractors.
8. If you are dissatisfied with a repair, arrange for a Supervisor to telephone or visit you within 5 working days of you telling us of your dissatisfaction.
9. If we do not complete certain specified repairs within specific timescales, arrange for another repairs contractor to carry out the repair within the same timescale on request (see F).  
Note: we must do this by law.

10. If a second contractor does not complete certain specified repairs within specific timescales, pay you compensation of £10 + £2 per day until the repair is carried out (up to a maximum of £50). Note: we must do this by law.
11. Service all the gas appliances in your home (or undertake a safety check if you have installed the appliance yourself), and provide you with a copy of the associated safety certificate, once a year.
12. Arrange for a gas contractor to visit your home to attend to a gas appliance that is required as an emergency (such as a water or gas leak) within 2 hours.
13. Arrange for a gas contractor to visit your home and carry out a repair to your heating or hot water system
  - (a) Within 24 hours (if during the week, or if you are an older person); or
  - (b) On the following Monday (if reported over the weekend and you are not an older person).
14. Arrange for a gas contractor to repair your gas appliance within 5 working days (when a part is required).
15. If you are over 60 years of age and live in a 1 or 2 bed property, redecorate 1 room in your home, on request, every 5 years and within 13 weeks of your request.

E Measured through our ongoing repairs satisfaction survey of tenants for all repairs requested.

F Under the Right to Repair legislation, defined repairs must be undertaken within either 1, 3 or 7 days as specified by the legislation.

## Disabled adaptations standards

We aim to ...

1. Advise you in writing about whether or not you are eligible for specific adaptations to your Council home within one week of us receiving a request from the Occupational Therapy Service.
2. Carry out minor adaptations to your home within 4 weeks of receiving details of the required work from the Occupational Therapy Service.
3. Carry out non-minor adaptations to your Council home within 13 weeks of receiving details of the required work from the Occupational Therapy Service.

## Sheltered housing and Careline standards

We aim to ...

1. Test your Careline alarm in sheltered accommodation every 3 months and in non-sheltered accommodation every 6 months.
2. Install: (a) 90% of urgent basic telecare packages within 2 working days and 100% within 5 working days; and (b) 100% of non-urgent telecare packages within 15 working days.
3. Renew mains batteries in individual (dispersed) alarms every 5 years.
4. Treat all your alarm calls to Careline as potential emergencies until proven otherwise.
5. Answer alarm calls to Careline, on average, within 10 seconds. Answer 99% of all alarm calls to Careline within 60 seconds.

6. Liaise with other agencies and nominated contacts to ensure the wellbeing of our Careline customers.
7. Record and monitor all your calls to Careline, to help train our staff to look at how we can improve our service.
8. (a) Repair 90% of critical faults to telecare equipment within 2 working days, and 100% within 4 working days.  
(b) Repair 100% of non-urgent faults to telecare equipment within 15 working days.
9. Visit you annually to test the back-up batteries in your Careline alarm and to review your personal details held on our records.
10. Record, maintain and update your Careline records in a confidential and secure manner.
11. If you live in sheltered accommodation, ensure that your Scheme Manager gives you a home visit (or accounts for you) every day (Monday to Friday – subject to holidays and sickness).
12. If you live in sheltered accommodation and your Scheme Manager is on holiday or sick, arrange for another Scheme Manager to visit you 3 times a week.
13. If you do not live in sheltered accommodation, but are visited by a Scheme Manager, ensure that you receive a visit every week, fortnight or month, as appropriate (as determined by a risk assessment).
14. If you live in sheltered or non-sheltered accommodation for older people and have high support needs, provide you with a Tenant Support Plan - explaining the type and level of support that we will give you - and review the Tenant Support Plan every 12 months (or sooner if requested by you).
15. Carry out fire drills at sheltered accommodation every 6 months.

## Right to Buy standards

We aim to ...

1. Confirm whether or not you are eligible for the Right to Buy within 4 weeks of receiving a properly completed application.
2. Advise you of the valuation, discount and purchase price for the property you wish to purchase within 8 weeks of us confirming the Right to Buy if your property is a house or bungalow, or 12 weeks if your property is a flat or maisonette. Note: we must do this by law.
3. Give you an opportunity to appeal against our valuation of your home, and to obtain an independent valuation (free of charge) from the District Valuer, within 3 months of you receiving our valuation. Note: we must do this by law.
4. If you do not proceed with your purchase, give you two formal notices of 8 weeks each before cancelling your Right to Buy application. Note: we must do this by law.

## Leasehold services standards

We aim to ...

1. Provide you with a detailed breakdown of your estimated annual service charge at least 4 weeks before the beginning of the financial year.
2. Provide you with a detailed breakdown of your actual annual service charge within 6 months after the end of the financial year.
3. If you fall into arrears with your actual service charge, give you an appropriate amount of time to clear the arrear in accordance with the Council's Sundry Income and Debt Policy (see G).

4. Consult you on proposed major repairs and improvements (over £250) and give you the opportunity to nominate a contractor to provide a tender for the work at least 30 days before seeking tenders. Note: we must do this by law.
5. Consult you on the estimated cost of major repairs and improvements and advise you of the selected contractor before commencing the work. Also give you at least 30 days to provide any comments you may have, which we will take into account. Note: we must do this by law.
6. Provide you, on request, with a copy of your current service charge account and other relevant information (perhaps if you wish to sell on the leasehold), for a fee, within 2 weeks of your request.
7. Support a district-wide Leaseholders Association and ensure that it meets at least 3 times each year.

**G Under the Council's Sundry Income and Debt Policy, people are given the following time periods to repay the following levels of debts:**

Debts below £500 - up to 3 months

Debts below £1,500 - up to 6 months

Debts below £2,500 - up to 9 months

Debts above £2,500 - up to 12 months

## Private sector standards

We aim to ...

1. Visit 95% of applicants for our (CARE) Service within 3 weeks of the initial enquiry.
2. Undertake jobs through our Handyperson Service within 3 weeks of request.
3. Generally satisfy at least 95% of our customers for both CARE's core service and Handyperson Service.
4. Respond to applicants for Disabled Facilities Grants (DFGs) within 10 working days of receiving a referral from an occupational therapist.
5. Issue a decision on a formal application for a DFG within 3 weeks of receipt.
6. Respond to applicants for other types of financial assistance for private occupiers within 5 working days of receiving a request.
7. Issue a decision on a formal application for other types of financial assistance for private occupiers within 10 working days of receipt.
8. Respond to requests for assistance from private tenants allegedly being harassed by landlords within 24 hours
9. Respond to initial enquiries for other private sector housing services within 5 working days.
10. Issue licences for houses in multiple occupation (HMOs) within 6 months of receiving a properly completed application.

## Equal opportunities policy in the provision of housing services

### Policy Statement

Epping Forest District Council is committed to equal opportunities in the provision and quality of its housing services. The Council will seek to ensure that no housing applicant, tenant, leaseholder or licensee receives less favourable treatment, and we will comply with the Public Sector Equality Duty set out in section 149 of the Equality Act 2010. The Council will abide by the Race Relations Act 1976 (as amended in 2000 and 2003).

### Publicity

The Council will take steps to advise housing applicants and tenants of its Equal Opportunities Policy by including it in the information provided to tenants and homeseekers.

### Training

All Housing Managers and staff involved in the provision of housing services will be made aware of the Equal Opportunities Policy, and appropriate training will be provided.

### Discrimination

The Council will investigate any complaints of discrimination involving council tenants and, where proven, will take appropriate action.

### Equalities recording and monitoring

The Council may collect information about you. This will be used to improve our service to you, or as an aid to make sure we are not discriminating against anyone when we provide services. For example, we may ask you questions about your age, sex, race, ethnicity, religion, sexual orientation, or any disabilities that you have.

### Review

The practices and procedures of the housing service will be monitored by the Director to ensure that they do not discriminate directly or indirectly. Changes will be made if it is established that practices or procedures may be contravening equalities legislation.

### Further information

If you feel we have not met the terms of our Housing Charter or our Housing Service Standards, please write to us to tell us what is wrong. You will find the contact details in [Section 08](#) at the back of this handbook.

June 2017



# 02

## Section two



# Rents, benefits and housing management

As a tenant of Epping Forest District Council, you will be living in a management area, looked after by a Housing Management Officer. He or she will work with you to ensure your home and estate are kept to a good standard, and your rent is paid.

You can contact your Housing Management Officer for advice on a whole range of issues including rent, rubbish, pets, parking, tenancy conditions, succession, alterations to your home, abandoned vehicles and complaints.

Your Housing Management Officer works from one of the three Housing Offices at either Epping, Loughton or Limes Farm, Chigwell. If you wish to see your Management Officer please visit your own local office. If you attend another office they may not be familiar with your case.

### Rent

The cost of the Housing Service is met mainly through the rent paid by you and every other tenant of Epping Forest District Council.

We cannot change the amount of rent you pay without giving you four weeks notice.

The rent is inclusive of any service or support charges. The tenant must pay the full rent prior to any Housing Benefit determination being made.

## What rent to pay, where to pay, how to pay

Unless you are paying by Direct Debit, a payment covering two weeks rent should be made fortnightly in advance. There are many ways to pay your rent. You can choose the method that is most convenient to you.

### 1. Swipe cards

By using your rent payment 'swipe card' you can pay your council property or garage rent by cash, debit card or credit card at one of our cash desks or kiosks. Or you can pay at any Post Office in the UK. You can pay cash at any PayPoint or other payment outlet in the UK. A list of outlets is provided to you with your rent payment card at the start of your tenancy. Please remember to bring your Rent Payment Card or Garage Payment Card along with the payment. If your card is lost or damaged please phone 01992 564429 for a replacement.

You can make payments to the Council direct at:

- Civic Offices, High Street, Epping (by payment kiosk only)
- Area Housing Office, 63 The Broadway, Loughton

Open 9:00am to 4.45pm Monday to Thursday, and 9:00am to 4.30pm on Fridays.

### 2. Direct debit

If you have a bank account or building society account, you can arrange to have your rent paid automatically once every calendar month by Direct Debit. This is often the easiest way to pay your rent. To obtain a form please phone 01992 564429, or download a Direct Debit Mandate form from our website at [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk)

### 3. Paying online

You can pay your rent online using the Council's secure website facility. The address is [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk). When you enter the site you will find a "Pay it" option. Choose "Pay your rent" then follow the on-screen instructions.

### 4. Telephone payments

To pay your rent using the Council's automated 24-hour telephone payment line 01992 564600 you will need a debit card or credit card. Give your account number, which is printed under your name on your rent payment card.

### 5. Text message payments

You can pay your rent by SMS text message. First you need to register your details online at [www.allpayments.net](http://www.allpayments.net). You will need your rent payment card, email address, mobile phone number, debit card or credit card. Once you have registered you can text the amount you wish to pay to 81025 and it will be deducted from your account. You will be sent a text to confirm your payment has been processed.

## Rent arrears

If you are having difficulty paying your rent, please contact your Housing Management Officer as soon as possible. There are a number of ways they may be able to help. For example, you could be entitled to some form of benefit you are not currently receiving, or arrangements might be made to repay arrears in instalments over a period of time.

If you make no effort to pay your rent, or clear an outstanding debt, the Council will take legal action to repossess your home. In some cases the Council may instruct a bailiff to remove goods from your home to the value of the debt.

### Housing Benefit

Housing Benefit is for people on a low income to help them pay their rent. You may be able to get Housing Benefit if you are on other benefits, or you work part-time, or full-time on a low income. If you are working age, you may get help with your housing costs through Universal Credit instead of Housing Benefit. The conditions for receiving Housing Benefit and Universal Credit are set out by the Government.

Both Housing Benefit and Universal Credit are assessed by comparing your household and personal circumstances with your income. They also take into account the size of your property, and any other adults in your household who may be expected to contribute to the rent. More information can be found on the Government's website: [www.gov.uk](http://www.gov.uk)

All claims are subject to assessment. You cannot usually get Housing Benefit if:

- you have savings of over £16,000, unless you are getting the 'guarantee credit' of Pension Credit
- you are a full-time student (unless you are disabled or have children)

If you think you may be eligible, please contact the Benefits Division either by sending an email to [benefits@eppingforestdc.gov.uk](mailto:benefits@eppingforestdc.gov.uk), phoning 01992 564155, or by visiting the Civic Offices in Epping. You can also visit the Benefit pages of the Council's website where there is a benefit calculator to help you find out if you qualify [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk).

If you already receive Housing Benefit, it is important to immediately notify the Benefits Team of any changes in your circumstances. For example, if you start or stop work, if your income changes, or if someone joins or leaves your household. Failure to do so could result in a loss of benefit or an overpayment of benefit which you must repay.

All information you provide in support of a claim will be treated in the strictest confidence. Remember it costs nothing to apply but you could lose out if you don't.

### Other benefits

There are a number of other benefits including Pension Credit, Jobseeker's Allowance, Employment and Support Allowance, and Tax Credits. When you complete your application form for Housing Benefit you will also be assessed for Local Council Tax Support.

### Heating charges

In most cases, tenants are individually responsible for their heating bills. However, if you live in one of the blocks of flats or sheltered housing schemes where this is not the case, a fortnightly charge for heating is included in your rent.

The amount is reassessed annually to ensure that you are being charged fairly. Tenants are not eligible for Housing Benefit on heating charges.

### Household contents insurance

As a tenant of the Council, your home is insured for structural damage. In the event of an accident such as a fire or flood, our own insurance would cover the cost of repairing the structure of your home.

However, the Council does not insure the contents of your home including internal decorations and your personal possessions. If you do not have household contents insurance, we strongly advise you to contact an appropriate company to get cover for loss or damage to decorations, goods or belongings which are kept in your home or outbuildings.

A [Tenant Home Contents Insurance Scheme](#) is operated by Aviva Insurance Limited. It is administered by Wessex Administration Services, 01962 844454. The Council has done its best to get good value for you in making this arrangement with Aviva but it may be possible to get cheaper home contents insurance somewhere else. Always check for exclusions to make sure the policy meets your needs.

### Making improvements to your home

You must notify the Council before making any alterations to your home. See [Section 04](#) of this handbook 'Repairs and improvements to your home' for more details.

### Pets

Check your tenancy conditions if you are thinking of getting a pet. You can normally keep a small caged bird or a small aquarium but you may need permission to keep any other animal that may cause a nuisance. Please contact your Housing Management Officer. No type of dog prohibited under the Dangerous Dogs Act 1991 or any other legislation may be kept at the premises.

We strongly recommend that pets such as cats and dogs are neutered to prevent unwanted kittens or puppies. They should also be vaccinated and wormed at regular intervals. Animal welfare societies like the [PDSA](#) or [RSPCA](#) may help with the costs if you are in financial hardship.

Remember, the Council has the right to have your pet removed if it causes damage to your home or nuisance to your neighbours.

If you know of cruelty towards an animal, you should report it directly to the Police or the RSPCA.

### Garden parking

Some tenants have overcome the problems of congested estates by using their gardens for off-street parking. If you want to use your garden for parking you must apply to the Council for a lowered kerb and crossover. Full details are contained in [Section 06](#) of this handbook (Garages and parking).

### Trees and shrubs

Planting trees and shrubs can make your garden more attractive, but be careful. Trees and shrubs take moisture from the soil. If the soil is clay, new planting may cause it to shrink, while removing existing trees and shrubs may make it swell. Excessive shrinkage or swelling could damage foundations. Much depends on the type, size and location of the trees and shrubs, and the type of clay. You should obtain advice from an expert if a large tree dies or has to be severely pruned.

Choose a new tree or shrub with the right characteristics for the site. Check with your garden centre or supplier when purchasing, to make sure it is suitable and will not grow too tall for the space. You can find information on trees on the Arboricultural Association website [www.trees.org.uk](http://www.trees.org.uk).

Advice on trees suitable for smaller gardens can be found on the website of the Royal Horticultural Society [www.rhs.org.uk](http://www.rhs.org.uk). You can also get advice from us, please phone 01992 564000 and ask for the Tree Officer.

On clay soils, it is best to avoid planting trees nearer to your home than a distance equal to three-quarters of the mature height of the tree. However, high water demand trees should be planted no closer to the home than one-and-a-quarter times the mature height. High water demand trees include elm, eucalyptus, oak, poplar, willow and some common cypress species. Avoid planting shrubs such as cotoneaster, ivy, virginia creeper and wisteria closer than three metres to your home.

Be careful not to plant trees near your neighbour's home. They could cause damage and you could be liable for the cost of repair. Trees in your neighbour's garden may overhang your fence. If the branches are a nuisance to you, and if the tree is not covered by a Tree Preservation Order, you can trim the branches back to the line of your boundary. It is courteous to tell your neighbour that you intend to do this and to offer to let your neighbour have the lopped branches.

Please remember that under your tenancy conditions you are required to keep any trees in your garden maintained. Before cutting down or pruning a mature tree, check with the Council to make sure that it is not protected by planning conditions, Conservation Area restrictions or a Tree Preservation Order.

### No smoking policy

Smoking is not allowed in the enclosed communal areas of flats or maisonettes.

### Smoke alarms

Hundreds of people die every year because of fire. Most deaths are caused by smoke rather than flames. We therefore strongly recommend that you test your smoke (and carbon monoxide) alarms regularly.

## Problem neighbours

Usually neighbours get on with each other. But there are some people, be they council tenants or private occupiers, who cause a nuisance to their neighbours.

If you are experiencing neighbour problems, your first step should be to try to resolve the problem with your neighbour direct. If this does not work you should try to find out if the person is a council tenant. If so contact your Housing Management Officer who will advise whether the Council can assist. Most cases can be resolved at this stage, but the powers of the Housing Management Officer are limited. If the nuisance is significant, and continues, you should ask to speak with an Environmental Health Officer who may take legal action on your behalf.

If the person making a nuisance is not a council tenant, you should report the problem to an Environmental Health Officer on the Council's website [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk) or phone 01992 564608.

## Giving up your tenancy

You must give the Council four weeks notice in writing if you intend to end your tenancy (in law, we cannot accept less than four weeks notice).

You should also provide an evidenced forwarding address and make sure your rent is paid. If you return your keys within four weeks, you will still be charged for the full four weeks rent.

Your property and its decorations must be in a satisfactory condition at the time your keys are returned. You will be charged for the cost of any work done by the Council that is your responsibility.

## In the event of your death

You should inform your next of kin or executor of the following points now, to ease their burden in the event of your death. In the event of a tenant's death, the next of kin or executor should inform the Council as soon as possible, and provide a copy of the Death Certificate. Surviving members of the family who live in the dwelling may have the right to succeed (see [Section 03](#) of this handbook 'Tenancy information').

If no member of the family has the right to succeed, the next of kin or executor should arrange to have the contents of the property removed as soon as possible, and contact the gas, electricity and telephone companies to finalise accounts.

Full rent is payable from the tenant's estate for the time between the death of the tenant and the return of the keys to the Council (even if the tenant was receiving benefit).

Any outstanding rent at the time the keys are returned should be paid by the executors from the tenant's estate.

June 2017



# 03

## Section three



# Tenancy information

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# Succession

## What is succession?

Succession is where another qualifying person takes over a secure lifetime or secure flexible (fixed-term) council tenancy, when the tenant dies.

To succeed, the successor must have lived in the tenant's home as his or her main place of residence (only or principal home) at the time of the tenant's death. Persons eligible to succeed include the husband, wife, civil partner, or a person living with the tenant as if they were a spouse or civil partner.

A family member (as defined in the Housing Act 1985) of the deceased tenant may be able to succeed to the tenancy in certain circumstances.

## The legal requirements

The law relating to succession is complicated. From 1 April 2012, the law changed as a result of the Localism Act 2011. So different rules apply, depending on when you entered into your Tenancy Agreement with the Council.

### If you entered into your tenancy prior to 1 April 2012 the following rules apply:

When the successor tenant is the deceased's husband, wife, civil partner, or a person living with the tenant as if they were a spouse or civil partner, they are entitled to remain in the property. However, in the case of a family member, in order to succeed he or she must have lived at the property as their only or principal home with the tenant throughout the whole **12 month period** ending with the tenant's death.

When a tenant's death causes 'under-occupation' of a property (unused bedrooms), the Council may require the successor family member to move to a smaller property. This must be a suitable property for the successor tenant.

If the deceased tenant entered into their Tenancy Agreement with the Council prior to 1 April 2012, the successor tenant who is a family member will be allowed to remain only if there is no more than one spare bedroom, and:

- they had lived more than ten years continuously in the property occupied by the deceased tenant before their death, or
- they are more than 60 years old, or
- following an assessment it is found that significant financial or other support was given by the successor tenant to the previous tenant.

### If you entered into your tenancy after 1 April 2012 the following rules apply:

When the successor tenant is the deceased's husband, wife, civil partner or partner living with the tenant as if they were a spouse or civil partner, they are entitled to remain in the property.

However, if the deceased tenant entered into their Tenancy Agreement with the Council after 1 April 2012, in the case of a family member, in order to succeed he or she must have lived at the property as their only or principal home with the tenant throughout the whole **three year period** ending with the tenant's death.

Furthermore, if a tenant's death causes 'under-occupation' of a property; the Council will **in all circumstances** require any qualifying family members to move to a smaller property.

## Further rights of succession

According to law, a tenancy can only have one succession. In other words, a spouse or family member does not have the right to succeed to a tenancy if the deceased tenant was a successor. The transfer of a joint tenancy to a single tenancy is also considered, in law, to be a succession. However, the Council has a discretionary policy whereby, providing the rules of succession are otherwise met, the Council will offer the surviving relative a new appropriate tenancy of their own.

This may be in the home they are currently occupying or, if the property is under-occupied, in another smaller council or housing association property.

## Moving to smaller accommodation

If any successor tenant is required to move because they are under-occupying their accommodation, and refuses an offer by the Council of suitable smaller alternative accommodation, the Council will take appropriate legal action to seek possession of the property.

## Where to find help

Succession is governed by many complicated rules and can be difficult to understand, especially when a loved one has recently died. If you would like advice about succession please contact your Housing Management Officer (contact details in [Section 08](#) of this handbook).

## Joint tenancies

If you are applying to the Council for housing you are allowed to register for a joint tenancy. You should read this leaflet carefully before you do so. A secure lifetime or flexible (fixed-term) tenancy can be held by one person or by up to four joint tenants. However many tenants there are, there is still only one tenancy and the rights and duties relating to the tenancy apply 'jointly and severally' to all joint tenants. This means that when a joint tenant dies, the remaining tenant or tenants will continue to hold the tenancy by "survivorship".

The names of any joint tenants cannot be removed from the tenancy, and if one joint tenant surrenders the tenancy then the tenancy comes to an end.

### Joint tenancies for new tenants

Joint tenancies will be offered to all new tenants, where two or more names were given on the application. All applicants must meet the local eligibility criteria set out in the Council's [Housing Allocations Scheme](#).

The Council operates an introductory tenancy scheme for new tenancies. As an introductory tenant you will not become a secure or flexible (fixed-term) tenant until after you have completed the probationary (or trial) period.

### Can existing tenants apply for joint tenancies?

It may be possible for existing tenants to change their sole tenancy to a joint tenancy, provided there has been no previous succession.

If you are not married, or have not entered into a civil partnership, we will want proof that you have been living together for at least a year. Also, you must have a clear rent account.

It is important to note that any joint tenancies granted under these circumstances will be new tenancies. Some changes have taken place as a result of the Localism Act 2011, and you may have slightly fewer rights under the new tenancy. You can get further advice from your Housing Officer, or an independent legal advisor such as a solicitor or the Citizens Advice Bureau.

### Who can I have as my joint tenants?

Whether you are a new tenant, or an existing tenant, you can register for a joint tenancy with no more than three other people in these categories:

- married couples or civil partners (if you are new tenants, both homeseekers must be named on the application, unless both parties request the tenancy to be granted in a sole name).
- unmarried couples, or those living as civil partners, who can demonstrate a relationship similar to marriage or a civil partnership (if you are new tenants, both of you must request it and the partner of the lead homeseeker must be registered on the application).
- homeseekers and their live-in carers, where the live-in carer has occupied the property as their only or principal home for over 12 months and the Council considers it to be justified.

In all other circumstances, a sole tenancy will be offered to the lead applicant.

## So what is a joint tenancy?

A joint tenancy means that you and another person, or other persons, are 'jointly and severally liable' for the tenancy. You are all individually responsible for ensuring that your tenancy conditions are met. This could be a problem if any of you want to leave, or if you are in a relationship which breaks down and you want other joint tenants to leave.

You must think carefully before you apply for a joint tenancy, particularly about the following points:

1. You will have to pay the whole rent if other joint tenants refuse to pay, or decide to move elsewhere and no longer make any payment.
2. If other joint tenants leave, without giving up the tenancy, you will not be able to alter the tenancy in any way or be considered for a transfer or mutual exchange. In such circumstances a sole tenancy would only be granted in very exceptional cases, which would need to be determined by the County Court. Joint tenants who may have left will have the right to move back in at any time.
3. Other joint tenants will have the right to give up the tenancy without your knowledge and you could find that you have no home. There will be no obligation on the Council to offer any new tenancy in such circumstances.
4. You will all be responsible for making sure that the property is well maintained. If one of you breaks any tenancy condition the Council could repossess your property and you would all be forced to leave.
5. You will all be responsible for the behaviour of any visitor or other person who moves in, even if that person was invited by a joint tenant against your wishes or while you were away.

6. One of you may wish to purchase the property under the 'Right to Buy'. But this must be a joint decision and it will not be possible if the other joint tenants do not agree.
7. Some people on the Housing Register are offered housing association accommodation if a council property is not available. You should be aware that housing associations have their own rules concerning joint tenancies.

### How do we apply if we want a joint tenancy?

You should apply together to join the Housing Register. An online application form must be completed naming one person as the lead applicant. If three or four names are given on the application form then any offer made to you all will be as joint tenants. If you have separated before you receive an offer of accommodation, you should inform the Housing Options Section so that your application can be re-assessed. We would expect couples and other joint applicants to join the Register together at the time of application, but in some cases we will allow other persons to join at a later date.

# Flexible (fixed-term) tenancies

A flexible (fixed-term) tenancy is a form of secure tenancy. Generally, tenants with this type of tenancy have the same rights as other secure council tenants, including the option of a joint tenancy. This section gives a summary of your rights if you are a flexible (fixed-term) tenant. For full details see our [Tenancy Policy](#).

## What is a flexible fixed-term tenancy?

The Localism Act 2011 provided for a new type of fixed-term tenancy for council tenants, the “flexible tenancy”. Flexible tenancies (or fixed-term tenancies) are tenancies that are offered for a specified period of time, as opposed to traditional “lifetime tenancies”.

Flexible (fixed-term) tenancies will be granted to all home seekers who sign up to a tenancy of any property. There are some exceptions which include:

- tenants moving into sheltered accommodation or grouped dwelling schemes for older people,
- existing tenants who are downsizing, and
- those who have existing secure lifetime tenancies which commenced before 1 April 2012 and are either transferring or entering into a mutual exchange who will be granted a ‘post act’ secure tenancy (but for one move only).

This type of tenancy will assist the Council in dealing with breaches of tenancy conditions and tackling the problem of under-occupation in the future.

## What is the length of the fixed-term

The fixed term for a flexible tenancy is nine years. An introductory tenancy term of 12 months will be added to the nine year flexible tenancy making a total fixed term of ten years.

The introductory tenancy term may be 18 months where the term is extended due to minor breaches of tenancy conditions. The flexible (fixed-term) tenancy will be for eight years, six months where the introductory tenancy term is 18 months, making a total fixed term of ten years.

At the start of the introductory period, the Council will serve you a notice stating that a flexible (fixed-term) tenancy will be granted at the end of the introductory period. The notice will state what the length the fixed term will be, provided the terms of the introductory tenancy are not breached.

## Flexible tenancies of less than nine years

There are some special circumstances where the Council will consider granting a flexible tenancy for a fixed term of less than nine years in order to give time for the tenant's situation to be monitored and re-assessed. Flexible tenancies of less than nine years may be granted where the Council plans to re-develop, demolish or dispose of a property within five years from tenancy commencement date.

## How do we decide if a further flexible tenancy will be granted?

When deciding whether to grant a further tenancy we use the assessment criteria shown below. At least six months before the end of your fixed term, we will give you written notice stating whether we propose to grant a further tenancy on the expiry of your fixed term, or end the tenancy.

## When will we not grant a further tenancy?

In most cases a further fixed-term tenancy will be granted, but generally not in the following circumstances:

- Where the tenant (or a member of their household) who, during the Flexible (fixed-term) Tenancy term has been guilty of serious unacceptable behaviour. Such behaviour is behaviour that would give sufficient grounds to issue possession proceedings if they were a Secure lifetime or Flexible (fixed-term) Tenant and includes rent arrears (including housing benefit and Court cost arrears), and other breaches of tenancy conditions.
- Where the tenant is under-occupying the accommodation (when taking into account people required to live with the tenant, such as family members but not lodgers), then a further Flexible or Secure Tenancy (as appropriate) will be offered on a suitable smaller property, provided all of the other requirements of the Assessment Criteria are met.
- Where the tenant is statutorily overcrowded in the accommodation a further Flexible (fixed-term) Tenancy will be granted on a larger property, subject to availability and provided all of the other requirements of the Assessment Criteria are met.
- Where the property has been extensively adapted and there is no one in occupation who is in need of these adaptations, and there is an applicant on the Housing Register who is in need of the adapted accommodation, then a further Flexible or Secure lifetime Tenancy (as appropriate) of an alternative suitable property will be offered, provided all of the other requirements of the Assessment Criteria are met.

- Where, in accordance with the Council's Housing Allocations Scheme (in force on the date the six months' Notice is served), the Flexible (fixed-term) Tenant, in the opinion of the Council, has sufficient income and/or assets to enable them to meet their housing need themselves.

There may be exceptions to the above criteria in special circumstances.

So that we can monitor the situation, a further tenancy with a fixed term of between two years and ten years may be granted if:

- the tenant is an active foster carer,
- our Medical Advisor confirms that the tenant, or a member of their household, has a terminal illness or a long-term disability,
- the tenant is leaving care and is still in need of support, or
- there are dependent children with care and support needs.

### Ending a flexible (fixed-term) tenancy

A flexible (fixed-term) tenancy can be ended by the Council or the tenant in the following circumstances:

- The Council may end any flexible tenancy, during or at the end of the fixed term, following a breach of tenancy conditions. We would need to prove our grounds for possession. These would be the same grounds that apply to a secure tenancy. Before we apply for a Court Order, a notice will be served on the tenant, stating that the Council requires possession of the property.
- If a further flexible tenancy is not granted a written notice informing the tenant will be served, at least six months before the expiry of the tenancy term. At the end of the fixed term, the Council will seek possession of the property if:

- the tenant has requested a review and it is dismissed, or
- the tenant decided not to seek a review

No less than two months' notice will be given, in writing, prior to seeking possession in the County Court should this be necessary.

- A Court can only refuse possession if the correct procedures have not been followed, or if the decision was 'wrong' in law.
- A flexible (fixed-term) tenant may give four weeks' notice in writing, at any time during the fixed term, to end the tenancy. This will only be accepted if there are no arrears outstanding, and any other breaches of tenancies have been put right.

The processes for ending a flexible (fixed-term) tenancy are set out in the Council's [Tenancy Policy](#).

### Advice and assistance if a further tenancy is not granted

Where a further tenancy is not granted, the Council will provide advice and assistance. We will do this at least six months before the end of the fixed term to help you find alternative housing.

This advice and assistance will include:

- help with securing privately rented accommodation including an assessment of your eligibility for a rental loan, damage deposit guarantee, discretionary housing payment, or any such assistance available at that time
- advice on securing owner-occupied accommodation
- advice on joining the Council's Housing Register

You should contact the Council to arrange a housing advice and assistance interview. We may refer you to the Citizens Advice Bureau for independent advice and support.

## Demoted flexible (fixed-term) tenancies

In certain cases the Council may have concerns about the way a tenant is conducting their tenancy, but we may feel that seeking possession of the property is not appropriate. In these cases we may seek a 'Tenancy Demotion Order' through the courts.

If a flexible (fixed-term) tenancy is demoted, the tenant will have reduced security of tenure for a period of 12 months. During this period, they will not have the same rights as secure tenants, for example they do not have:

- the right to exchange
- the right of succession
- the right to take in lodgers
- the right to buy, which is suspended until the tenancy is no longer demoted

If the tenant continues to breach their tenancy conditions, then the Council can go to court for possession of the property. The judge must grant the Council possession, providing the correct procedures have been followed.

Where the 12 month demotion period is successfully completed, the Council will serve the tenant with a notice at the end of the term. This will state that the tenancy is to be restored, and will give the terms under which the tenancy will continue.

## Your right of review

At the start of the fixed term you have no legal right to request a review of the type of tenancy we have offered, providing the length of the tenancy we have offered is consistent with our [Tenancy Policy](#). If you believe the length of tenancy is not consistent with the Tenancy Policy, you should make an application for a review in writing. Your Housing Management Officer will explain the procedure for doing this.

If a further tenancy is not granted at the end of the fixed term you will receive a written notice, at least six months before the expiry of the tenancy term. The notice will set out the reasons for our decision and will explain that you have the right to request a review. It will also state the time within which a request may be made. The full procedure for requesting and conducting a review is set out in our Tenancy Policy.

The applicant can request an oral hearing (which they can attend) or the review can be conducted in writing. Hearings are carried out by a Council officer who is senior to the officer who made the original decision, and who was not involved in making the decision. At the hearing, the tenant can give evidence and ask questions of any other person giving evidence.

## Further information on council tenancies

The Right to Buy extends to flexible (fixed-term) tenancies and is subject to the same qualifying criteria as secure tenancies. See [Section 05](#) of this handbook 'Buying your home from the Council'. Flexible (fixed-term) tenants have the right to improve their properties, and the right to compensation for improvements.

The Council offers financial incentives for council tenants applying to transfer to smaller accommodation. These incentives apply to flexible (fixed-term) tenants, but only within the first seven years of the fixed term (inclusive of the introductory tenancy period).

The Council has published a [Tenancy Policy](#), available on our website [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk), which sets out in full:

- the types of tenancies it will grant
- circumstances where a tenancy of a particular type will be granted, and the length of the term
- circumstances where a flexible tenancy term of less than five years will be granted
- circumstances where another tenancy will be granted on expiry, on the same or another property
- how applicants and tenants can appeal against the length of tenancy, or the decision not to grant a further tenancy
- how the requirements of people with care and support needs are taken into account
- how advice and assistance is provided, if another tenancy is not granted at the end of the term
- succession rights (the right to succeed to a council tenancy after a tenant has died)

## Neighbour nuisance and anti-social behaviour

Are you in dispute with a neighbour, or fed-up with someone's behaviour?

### What we can do to help you

The Council's Communities Directorate aims to make sure all its tenants take their responsibilities seriously, and that they comply with their Conditions of Tenancy. We are committed to improving the quality of life of our tenants and other residents on our estates. Working closely with tenants and other agencies, our aim is to tackle all types of neighbour and neighbourhood problems.

Generally, we try to settle any disputes informally, by advising tenants on how best to sort out any anti-social behaviour problems. Dealing with disputes can be difficult. We need to listen to all sides and take into account different points of view.

Sometimes there are good reasons why we cannot, or will not, take action. We will take action where there are serious problems, often in partnership with other agencies.

Staff will always treat your complaint as confidential. The person you are making a complaint against will not be told who has complained unless we have your permission (but they may work it out for themselves). Any names of complainants and witnesses will usually have to be made known if court action is being taken, if this is the case you will be notified beforehand.

Everyone has the right to enjoy his or her home quietly, without being disturbed or annoyed by anyone else. To this end:

- we will give you information and advice on your rights
- we will tell you when we will act, and what our action will be
- we will help residents to work with us, the police and other agencies to combat neighbour nuisance and anti-social behaviour
- we will be honest about what we can or cannot do for you

### Types of nuisance

#### Neighbour disputes

At some time all of us have probably experienced neighbourhood problems such as inconsiderate car parking or noise caused by loud music, dogs or children. Although these problems may not be very serious, they can be important to those that are experiencing them.

#### Neighbour nuisance and anti-social behaviour

Problems with neighbour nuisance and other types of antisocial behaviour are generally on a larger scale. The nature of the problem is a lot clearer, and a number of people may be affected.

Examples are:

- serious and persistent noise nuisance
- rubbish dumping
- incidents of racial or sexual harassment
- vandalism, or
- threats of violence

The problem could be caused by one person, a household or a group of people.

Action can be taken more easily if there is clear information and evidence. To obtain these, we will liaise with other agencies. The Police have powers to deal with anti-social behaviour, and will take action if any criminal act has taken place. If you have been threatened with violence you should call the Police and keep a record of the crime number.

### What can be done to deal with problems?

Many disputes can be solved easily if people communicate and reach an understanding. Some problems persist, or get worse, and in the end the dispute is bigger than the original problem. Often this is because communications have broken down, and the dispute will continue until the cycle is broken. The parties involved need to solve the situation by talking to one another, understanding and compromising.

Before you raise problems with a neighbour please consider these questions:

- how often does the behaviour happen?
- how long does it last?
- at what time of day is it?
- is it really affecting your life or is it just something that you do not like?
- are there aspects of your lifestyle or behaviour that are probably reasonable, but not liked by others?
- should you be discussing this matter with your neighbour, or reporting it to a public agency?
- if you are reporting it to a public agency, do you have firm evidence?

You may decide the problem is something your neighbour cannot avoid and that you have to accept it.

If you decide to take the matter further, we suggest you speak to your neighbour first. Try and solve your differences in a friendly and sensible way. Sometimes people do not realise how their behaviour is affecting others and an agreement can be reached, over noise levels for example. You may feel, having spoken to your neighbour, that you are able to understand them and their lifestyle better and you no longer have an issue with them.

### How to settle a dispute

If no violence has been threatened these suggestions may help you:

- speak calmly and face to face with the person. This is better than banging on walls, shouting, or talking to everyone else about the problem but not the person concerned.
- it may be better to have someone else to support you and witness what has been said (but not to outnumber or intimidate the person you are approaching).
- it is important to be clear and polite, so think beforehand about what you want to say.
- listen to what your neighbour has to say, and think about it.
- deal with the situation early on rather than letting it become a persistent or growing problem. Most importantly, do not lose your temper as this will only make matters worse. Walk away if your neighbour becomes unreasonable.

If violence has been threatened, you should call the Police.

## What should you do if the problem gets worse or affects other households

You can get advice from your Housing Officer. They will need information on what has been happening, so you may find it helpful to keep a record. Write down the times and dates of events, and what happened.

Your Housing Officer can provide you with log sheets for you to complete, which may make it easier for you to record the events.

If other neighbours are affected, ask them to contact us. The more people who can give evidence, the easier it is for action to be taken if needed. This record of events will also help both you and your Housing Officer to decide how big the problem is, and how it is going to be dealt with.

## What can the Council do?

This depends entirely on the type of problem. We will discuss it with you, and we may take up the case once we are happy you have done everything possible to resolve the situation yourself.

Details of the complaint must be written down. This gives us a starting point if we are investigating and dealing with someone's behaviour. We will ask you to put your complaint against your neighbour in writing so we can take the matter up formally. We can help you with this if you wish. Once your complaint has been received, and we have agreed to become involved, we may be able to do one or more of the following things:

- advise you how to collect more evidence
- write to your neighbour
- interview your neighbour

In more serious cases, the following options are available:

### a) Mediation

Mediation is a way for you and your neighbour to talk about your problems with someone who is not involved. This may help to sort out the dispute, without the use of more formal action such as going to court.

Your Housing Officer may be able to act as a mediator. We also have access to an independent professional mediation service. For mediation to work, you and your neighbour must be willing to meet at a mutually agreed place. You will discuss the problems, listen to the other person's point of view, and try to understand it. You do not have to meet with the mediator at the same time as your neighbour (although this would be preferable) as the mediator can pass information between you. Mediation will not decide who is right and who is wrong, but will give you a chance to understand both sides of the problem. In some cases a mediator will draw up an agreement between the parties.

If you believe mediation could help, discuss this with your Housing Officer.

### b) Legal Action

Legal action will not be appropriate in most cases. You should be able to sort out the situation by yourself, or with our assistance, without having to go to court.

But in some cases court action is necessary and your Housing Officer will tell you if it is appropriate. You need to be aware that court proceedings can take a long time. It may involve two or more court hearings, and in most cases you will have to provide a signed Witness Statement for the court, or actually appear in court yourself.

The Council can take a case to court but it is important to understand that the judge will make the decision, and decide what action the court will take, if any. A court order will be given only if there is sufficient supporting evidence.

We can take action against a tenant if they, a member of their household, their lodger or a visitor, break a condition of their tenancy. For example, if they play music too loudly, have excessive rubbish in their gardens, or they abuse and harass someone.

Depending on the situation we could consider various actions. We will advise you which one we think is the most appropriate.

### c) Absolute Ground for Possession

Possession action may be taken against a tenant of the Council through the County Court under the Absolute Ground for Possession for serious acts of anti-social behaviour. However, the tenant does have the right to seek an officer review of the decision prior to the Council proceeding to the County Court.

### d) Criminal Behaviour Orders

The Court may make a Criminal Behaviour Order (CBO) on the application of a prosecution, if:

1. it is satisfied that the tenant has engaged in behaviour that caused or was likely to cause harassment, alarm or distress to any person, and
2. the Court considers that making such an order will prevent the tenant from engaging in such behaviour.

A CBO prevents the tenant from doing anything described in the order, and requires the tenant to do anything described in the order. The CBO will be made only in addition to a sentence imposed, or an order discharging the tenant conditionally. It will include a requirement specifying the person who is responsible for supervising compliance.

### e) Civil Injunctions to Prevent Nuisance and Annoyance

Civil Injunctions give us powers to seek an Injunction against anyone over the age of ten years for anti-social behaviour. The system requires a person to take 'positive action' to reform, such as joining a rehabilitation programme. Failure to do so is contempt of court which can result in a prison sentence, whilst breaching parts of the Injunction would trigger a possession order leading to eviction.

### f) Tenancy Demotion Order

If there is enough evidence of persistent or extreme nuisance, or anti-social behaviour, the Council could apply to the court for a "Demotion Order". A Demotion Order ends the person's Secure Tenancy for a period of 12 months. It is replaced with a Demoted Tenancy which is less secure. If the tenant re-offends during this period they can be taken to court and evicted from their home quite quickly. After 12 months their tenancy will automatically revert back to its original secure status if they do not re-offend.

## g) Possession order

Only a court has the power to decide whether someone can be evicted from their home. This is done by issuing a Possession Order. If the Council decides to take this course of action, it must firstly get advice from its solicitor. There must be enough firm evidence to proceed with court action. You need to be aware that:

- complaints and evidence will usually be needed from more than one household to show how severe the problem is (unless it is very clear that you alone are experiencing a very high level of nuisance or harassment).
- witnesses will usually need to provide Witness Statements, or maybe appear in court.
- the process can take a long time and may involve two or more court hearings.
- the judge may decide not to grant an order that takes away someone's home.
- the person may be evicted from their home if the case is proved, or a judge may give a 'Suspended Possession Order'. This gives the person time to resolve matters and show they can abide by their conditions of tenancy.

## Introductory tenancies

All tenancies granted by the Council are 'Introductory Tenancies'. Introductory Tenancies become 'Secure Tenancies' one year after they have commenced. During the introductory period, the Council can apply to the Court to evict tenants more easily than if they were secure tenants, subject to an officer review, if they or their families cause anti-social behaviour. In the event of minor problems occurring, the introductory period can be extended by a further six months.

## Anti-social behaviour case review - the Community Trigger

Under the Community Trigger, any tenant who is a victim of anti-social behaviour can activate the trigger. This would happen where there have been a series of reports with limited action, and the threshold of the number of complaints has been reached. The purpose is to reassure victims that agencies take their reports seriously. When activated there will be a case review by a multi-agency panel which will produce, if appropriate, an action plan. This will be discussed with the victim in order to find a resolution or a 'Community Remedy'. The process for the Community Trigger is managed by the Council's Community Safety Team.

## Independent action

You could take independent action without involving your housing office. You could employ a solicitor to write to your neighbour, or tell you about applying for an Injunction. The Citizens' Advice Bureau, the Council or the Police may also be able to help. A residents' association may be able to offer support, if there's one in your area.

## What other powers does the Council have?

The Council's Environment and Street Scene Directorate has powers under the Environmental Protection Act 1990 to take action where neighbours are causing a problem 'prejudicial to health or a nuisance'. The common types of complaints they can deal with include:

**Noise:** regular playing of loud music, noisy car repairs, other unreasonable noise

**Animals:** constantly barking dogs or dogs fouling properties or gardens

**Rubbish:** people dumping household rubbish in their gardens

Smoke: neighbours having an unreasonable number of bonfires. There are no legal restrictions on the time of day that a householder may have a bonfire. The law simply says that you must not cause a smoke nuisance to your neighbours.

## What can the Police do?

The Police can take action in a variety of cases and some common examples are:

**Harassment:** this covers all forms of racial and sexual harassment as well as physical attacks, threats of violence and verbal abuse. All incidents of racial harassment and attacks should be reported to the Police and to the Council and they will be investigated.

**Criminal damage or burglary:** all damage to your property or someone else's property should be reported promptly to the Police.

**Dogs:** the Police can only take action if it is known that a dog has "a propensity to bite". This means the dog is likely to bite more than once. You should report any incidents to the Police so they can consider action if any further incidents occur.

**Car repairs:** it is an offence to constantly repair cars on the 'Public Highway'. Essex County Council's Highways Division deal with any misuse or obstruction of roads.

**Graffiti:** the Police can prosecute the writer of offensive graffiti. The Council will act promptly to remove any graffiti, particularly if it is of racist or sexually offensive nature. The Council's graffiti hotline number is 01992 564272.

This handbook advises you of the current powers given to us to deal with anti-social behaviour. New powers are made available to us from time to time and your Housing Officer can advise you of our latest procedures. In more urgent or threatening cases you may decide to contact the Police directly.

Our policies are set out fully in the Council's [Strategy and Statement on Anti-Social Behaviour Policies and Procedures](#), and associated [Summary](#), available on our website [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing).

June 2017



# 04

## Section four



# Repairs and improvements to your home

There are many jobs that must be done to keep a home in good condition. Some repairs are needed at short notice, or without warning. Others can be expected and planned months in advance. A table at the end of this leaflet lists many of the repairs you may need undertaken in your home. It tells you which are your responsibility, and which are the Council's responsibility.

### Programmed maintenance

Every five to seven years (depending on the type of structure and external finishes) an external inspection is made of your home. The guttering, chimneys, walls, gates, paths, aprons, windows, doors, and external decoration will be inspected. Fencing will also be checked, but most fences, except site boundaries, are the responsibility of the tenant. Maintenance works, such as external decoration, can then be done together with other homes in your road or block. Work carried out in this way saves money, and often prevents serious problems arising later.

In addition, the Council undertakes planned maintenance to many homes each year in order to bring them up to a Modern Homes Standard. All components, such as kitchens, bathrooms, heating systems, electrical wiring and roofs, are assessed against a standard life-cycle and replaced when it is considered necessary to do so. This means the Council plans to replace at least 3,350 components each year.

If you have any enquiries about planned maintenance you can contact our Housing Assets Section at [housingassets@eppingforestdc.gov.uk](mailto:housingassets@eppingforestdc.gov.uk), or 01992 564203.

### Day to day repairs

Sooner or later a burst pipe, broken light bulb holder, or other fault will occur and you will need to contact Housing Repairs. You can email the team at [housingrepairs@eppingforestdc.gov.uk](mailto:housingrepairs@eppingforestdc.gov.uk) or call them on 01992 564199 (during office hours). Repairs can also be reported online at [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing). In almost all instances, repairs are undertaken by appointment.

When you report a repair, you will be offered an appointment based on a morning, afternoon or school run, to allow children to be dropped off or collected from school and giving you enough time to then return home. When an appointment has been made, we will confirm the day before to remind you, and again when the operative is on route. Please remember to provide us with your mobile phone number when reporting a repair so that we can provide this reminder service.

Where the repair is considered to be an emergency, then we aim to arrive and make safe within four hours.

In some instances, an inspector may need to visit your home to assess what needs to be done. But in the majority of cases, the tradesman will attend to make the assessment and undertake the job there and then, if they have the right materials available. If not, a further appointment will be made with you to complete the work at a later date.

### Emergency repairs and gas leaks

Outside office hours, the main council telephone number: 01992 564000 becomes an emergency number. It will deal with all genuine emergency repairs, except gas leaks for which you should phone the National Gas Emergency Service on 0800 111 999 (all areas).

The out of hours emergency service will respond where there is a risk to you and your family, or where there is some danger to the property. Please do not ring the emergency telephone numbers outside of office hours unless you have a real emergency. We may recharge you if you report a defect out of hours that is not an emergency repair.

### Rechargeable work

In some cases we will charge you for the cost of repair work we have carried out, plus an administration charge and VAT. We will do this for the following repairs:

- repairs reported out of hours that are not emergencies
- all false calls and unnecessary visits
- faults resulting from damage caused by the tenant
- replacement or repair as a result of alterations carried out by the tenant
- lost keys and damage caused by forcing entry
- any other repair that is not the Council's responsibility
- repeated no-access by the tenant when the Council attends an appointment.

Details of the most common types of repair that we recharge for are available on our website ([Repairs Recharge Costs](#)). These rates are re-evaluated on an annual basis and are a fixed cost.

### Home contents insurance

We advise you to take out adequate home contents insurance to cover for loss or damage of decoration, goods, or belongings that you own and keep at your premise, including outbuildings. Your insurance scheme may cover you for the costs incurred through lost keys, and other rechargeable works.

## Adaptations for people with disabilities

If you have a disability, and an adaptation to your home could make life easier, contact the Social Care department of Essex County Council (see [Section 08](#) of this handbook for contact details). If they agree, and recommend that an adaptation should be made, our Housing Assets Section will arrange for the work to be carried out. However, there is an upper limit of £30,000, over which the tenant will be required to contribute the balance of the costs.

## Internal decorations service

Normally all internal decorating is the responsibility of council tenants, but we will decorate one room free of charge for certain people. You must meet all these conditions:

- the Council has not carried out any internal redecoration in your property in the past five years
- all the tenants in your property are senior citizens or are disabled and receiving disability related benefits
- you have a clear rent account
- your property is no larger than two bedroom accommodation

You can choose the room you want to have decorated, and the colour of the paint. If you would like wallpaper we have a range for you to choose from.

Email [housingassets@eppingforestdc.gov.uk](mailto:housingassets@eppingforestdc.gov.uk), or phone 01992 564203 to find out more, or to apply for the Council's internal decorations service. An [Internal Decorating Service leaflet](#) is available on our website.

## Making improvements to your home

You have the right to make alterations and improvements to your home, but you must obtain written consent from our Housing Assets Team before you start. This is in addition to any Planning Approval and Building Regulation Approval that may be required. We can only refuse permission with good reason.

We will need full details, including specifications and drawings, before allowing you to do the work. You may also need the approval from the Council if the work involves Building Control Regulations or a Planning Application (or both).

The cost of any alterations and improvements must be borne by you, which includes any future repairs and maintenance. If the work is done to an unsatisfactory standard, or the Council's property is compromised, then we may seek to correct this and recharge you for the full cost.

You must not attach a Satellite TV Dish to the wall of your home if you live in a flat block where planning rules apply, or a nontraditional building (of non-brick construction), or a building with an external wall insulation system or other cladding. Such fixtures lead to water penetration and corrosion which can eventually threaten the structure of the building.

## The right to repair

If something is broken or is not working properly in your home, it may be covered under the Government's Right to Repair scheme. This means we should fix certain urgent problems within a target time. These repairs (called 'qualifying repairs') should normally cost no more than £250. Some examples are:

Repairs that should be carried out within one working day:

- you have no water, electricity or gas, or the gas supply is reduced
- there is a major leak from a pipe, tank or cistern
- the flue to an open fire or boiler is blocked
- the heating or hot water are not working between 31 October and 1 May
- the sewage drain or soil stack are blocked (or you only have one toilet and it cannot be flushed, even using a pail of water)
- dangerous electrical lighting or other fittings

Repairs that should be carried out within three working days:

- there is a partial loss of water or electricity
- the heating or hot water are not working between 1 May and 31 October
- a tap cannot be turned

Repairs that should be carried out within seven working days:

- the roof is leaking
- a door entry phone is not working

You can find more information on the right to repair in the council housing area of the Government's website [www.gov.uk](http://www.gov.uk).

## The home improvements compensation scheme

You may be entitled to compensation when you move, if you have made improvements to your home with the Council's prior permission. There are certain 'qualifying improvements', for example central heating installation or double glazing. Upper and lower limits of £3,000 and £50 are set. Compensation payments are based on the cost of the improvements and depreciation over time, along with wear and tear.

The Council can also apply discretion if costs appear excessive, or the improvements are of a higher standard than would normally be expected.

Professional fees are not included, or the cost of your own labour if you do the work yourself. Tenants purchasing under the Right to Buy are excluded, as are tenants evicted with a court order.

Claims for compensation must be made in writing to the Assistant Director (Housing Property), with evidence of payments, within 14 days of your tenancy coming to an end.

The following improvements may qualify:

- bath or shower, wash-hand basin
- toilet
- kitchen sink and work surfaces for preparing food
- storage cupboards in bathroom or kitchen
- central heating, hot water boilers and other types of heating
- thermostatic radiator valves
- pipe, water tank or cylinder insulation
- loft and cavity wall insulation
- draught proofing of external doors or windows
- double glazing or other window replacement, or secondary glazing
- rewiring, or the provision of power and lighting or other electrical fittings (including smoke detectors)
- security measures (excluding burglar alarms)

Interior decoration (painting and wallpapering) does not qualify for compensation.

For further information contact your local Housing Management Officer.

### Mutual exchange repairs

If you move home as part of a mutual exchange, you may find that you are responsible for some additional repairs. This can happen when a previous tenant made alterations or installed non-standard council fixtures and fittings. Before agreeing to an exchange, you should check very carefully whether any work of this kind has been carried out, and be prepared to take over responsibility for these repairs if the exchange goes ahead. A Housing Repairs Officer will carry out a property inspection and a council electrician will undertake an electrical inspection of your current home before you exchange.

In some instances, you will be expected to put right anything that is considered to be dangerous before you are allowed to move, but you will be made aware of this at the time the inspection is made. In such cases, a follow-up inspection will be required to check the work is completed to a satisfactory standard before the exchange can take place.

It is up to the ingoing tenant to make sure that all fixtures and fittings are present when they move into a property, and discuss any issues of concern with the previous outgoing exchange tenant. If the outgoing tenant has carried out any alterations to fixtures and fittings that should later become defective, then these will be your responsibility to repair. The Council may assist if the installation replaces a fixture or fitting and it has exceeded its expected life, or if you are willing to meet the cost of replacement. The Council will only, however, replace with its standard fittings. An example is where a tenant has installed their own tiles or kitchen units. We will not try to match any replacements, but will install council standard parts, even if they do not match.

You are strongly advised to read our leaflet '[Moving home with the Council](#)', which gives detailed information on repairs following mutual exchanges.

### Who is responsible for a repair?

The list on the following pages indicates whether a repair is the responsibility of the Council or the tenant. We cannot list every type of repair, so you may need to contact the Housing Repairs Section for advice. Please note that the repair responsibility may change due to a new council policy, changes in law, or whether it relates to a tenant's own improvement or alteration.

If a repair is needed due to damage caused by a tenant we will recharge for the cost of the work. A list of fixed charges, inclusive of administration costs and VAT, is available on the Council's website [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing). You should note that any work completed by the Council will only be done using our standard fittings. Also, if one part of a larger installation is damaged we will only repair or replace that part (for example, a whole kitchen will not be replaced if one unit is defective).

The tenant is responsible (if necessary) for removing anything they have installed, to allow tradesmen access to any item requiring repair.

### Handyperson Scheme

The Council operates a free Handyperson Scheme for all tenants living in council-owned sheltered schemes, and other eligible council tenants. The Scheme could help you with some repairs that you would normally be responsible for yourself.

To be eligible you must be:

- aged 60 years or over (and have nobody of working age living with you), or
- have certain defined disabilities that make DIY tasks difficult for you (and have nobody living with you who is physically able).

Please ask for our leaflet '[Handyperson Scheme](#)' which explains the benefits and types of work that can be carried out for you under the Scheme.

Email [housingrepairs@eppingforestdc.gov.uk](mailto:housingrepairs@eppingforestdc.gov.uk), or phone 01992 564199, to book an appointment or to request a hard copy of the leaflet.

### Our repairs standards

We aim to:

- attend all emergencies within four hours (including out of hours emergencies)
- provide you with an appointment for all non emergency repairs carried out by our tradesmen
- provide you with a choice of appointments, morning, afternoon or a 'school run' option which is between 10.00am and 2.00pm
- remind you of appointments, by text on the day before, if we have your mobile phone number

For a comprehensive list see our leaflet '[Our Housing Service Standards](#)'.

| Item  | Responsibility | Qualifies for Handy person Service | Other information   |
|---|----------------|------------------------------------|---|
| All airing racks  | T              | ✓                                  |   |
| Basins, baths, sinks, including defective taps, tap washers and ceramic discs               | C              |                                    | Unless damaged by tenant  |
| Brickwork repairs   | C              |                                    |   |
| Chimney stacks and pots   | C              |                                    |   |
| Chimney sweeping  | T              |                                    |   |
| Clothes lines and posts   | T              | ✓                                  | Except communal areas   |
| Curtain poles, rails and battens  | T              | ✓                                  |   |
| Coat rails, hooks, wall brackets and shelving   | T              | ✓                                  |   |
| Doors (external) including frames, windows, woodwork or UPVC repairs (also see glazing)     | C              |                                    | Sometimes held for external painting programme  |
| Doors (internal) including frames   | C              |                                    | Excluding tenant's own furniture. Tenant's damage rechargeable  |
| Door locks and keys (external)  | C              | ✓                                  | Lost keys, gaining entry and damage are tenant's responsibility. Tenant is responsible for internal door locks and keys |
| Door furniture (external)   | C              | ✓                                  | Excludes spy holes, security chains and numbering, which are tenant's responsibility. Tenant's damage rechargeable      |
| Double glazed sealed units  | C              |                                    | Council responsible for defective seals. See 'glazing' for broken glass   |
| Drainage, waste pipes and blockages   | C              |                                    | Misuse, blockages and damage caused by tenants, rechargeable  |
| Electric plugs, fuses and bulbs   | T              | ✓                                  |   |
| Electric sockets, bulb holders (excluding table lamps) wiring and main fuses and fuse board | C              |                                    | Excludes tenant's own fittings and alterations (can be rechargeable)  |

| Item  | Responsibility | Qualifies for Handy person Service | Other information   |
|---|----------------|------------------------------------|---|
| External decorations  | C              |                                    |   |
| Fascias, soffits and barge boards                                 | C              |                                    |   |
| Fencing (boundary)  | C              |                                    | Replace with chain link fencing - except for hedgerows deemed to be fencing   |
| Fencing (dividing)  | T              |                                    | First two meters of rear fence ('gossip' or 'privacy' fence) council's responsibility   |
| Fireplace, hearths, frets, grates and bars                        | T              |                                    | Tiled surround and brickwork are council's responsibility   |
| Floorboards   | C              |                                    | All floor coverings are tenant's responsibility. Tenant's responsibility to remove coverings if repair work required to floorboards |
| Garages   | C              | ✓                                  | Tenant is responsible for keys and garage security  |
| Gardens (see also paths) including rear gardens, paths and patios | T              | ✓                                  | Front access path edging around the building (apron) and manholes are council's responsibility                                      |
| Gates   | C              |                                    | Tenants own fittings excluded   |
| Gas services and appliances                                       | C              |                                    | Contact gas servicing contractor, excluding tenant's appliances   |
| Glazing (broken glass)  | T              |                                    | Exemption for people of state pensionable age or for proven vandalism (responsible person prosecuted or given police caution)       |

| Item   | Responsibility | Qualifies for Handy person Service | Other information  |
|--|----------------|------------------------------------|--|
| Glazing (window fittings including faulty seals and handles)     | C              |                                    |  |
| Gutters  | C              |                                    |  |
| Heating (other than gas)   | C              |                                    | Excluding tenant's appliances  |
| Immersion heater   | C              |                                    |  |
| Internal decorations   | T              |                                    | Assistance provided through internal decorating programme for older people                                       |
| Internal woodwork (such as skirting and architraves)             | C              |                                    | Excluding tenant's own fittings  |
| Kitchen unit and worktops, council fitted mixer taps             | C              |                                    | Excluding tenant's own fittings  |
| Loft and main storage tank insulation                            | C              |                                    |  |
| Outbuildings and sheds   | C              |                                    | Excluding any made of wood or tenant's own installation. Locks and keys as for doors                             |
| Overflows  | C              |                                    |  |
| Paths (see also gardens)   | C              |                                    | Standard path to front door. Tenant responsible for side and rear garden paths, patios, hardstandings and drives |
| Plaster and external rendering                                   | C              |                                    | Except minor surface cracks to plaster which, as internal decorating, are tenant's responsibility                |
| Plumbing, interior pipework and stop cocks (not central heating) | C              | ✓                                  | Excludes connection hoses to washing machines, dishwashers and tenant's appliance                                |
| Roofs  | C              |                                    |  |

| Item   | Responsibility | Qualifies for Handy person Service | Other information   |
|--|----------------|------------------------------------|---|
| Sanitary ware including toilet pan, bath and basin   | C              | ✓                                  | Excluding plugs, chains, seats and lids. Tenant's damage rechargeable   |
| Showers including: electric showers, enclosures, curtains, curtain rails, pumps, heads and hoses | C              |                                    | Excluding tenant's own fittings and any shower over a bath (unless installed for existing tenant on health grounds) |
| Smoke alarms   | C              |                                    | Tenant is responsible for carbon monoxide alarms  |
| Soild fuel appliances (primary heating source)   | C              |                                    | Tenant responsible for chimney sweeping, also see 'fireplace'   |
| Stairs, handrails, balustrading  | C              |                                    | Rechargeable if tenant alters handrails or balustrading   |
| Tap washers  | C              |                                    |   |
| Wall tiles   | C              |                                    | Excluding tiles installed, broken or removed by tenant  |
| Water butts  | T              |                                    |   |

C = council responsibility T = tenant responsibility

✓ = excluded items covered for tenants who qualify for the Handyperson Scheme, but you may be required to provide materials

June 2017



# 05

## Section five



# Buying your home from the Council

## A guide to the Right to Buy and leasehold charges

### The Right to Buy

If you are a tenant of Epping Forest District Council you may have the legal right to buy your home. You would get a discount on the price depending on the length of your tenancy, and whether it is a house or a flat.

To qualify for the Right to Buy you must have spent at least three years as a public sector tenant (normally a council or housing association tenant), including your tenancy with the Council. You can then apply to buy your home at any time, unless court possession or anti-social behaviour proceedings are taking place. The sale can only be completed if your rent account is clear (no arrears).

### The first step is to check that you meet these conditions:

- You have a secure or flexible (fixed-term) tenancy.
- The house or flat you wish to purchase must be your only, or principal, home and it must be a self-contained property.

### You cannot purchase under the Right to Buy if any of the following exceptions apply:

- You live in sheltered housing or a home particularly suitable for occupation by older people.
- You live in temporary housing on land due to be developed.
- You are subject to an Anti-Social Behaviour Order (ASBO), or an application to court has been made for an ASBO.
- An 'absolute possession order' has been made against your property (due to rent arrears or another breach of tenancy conditions).

- You will not be able to purchase your property while you have an 'Introductory Tenancy'. But if you become a secure or flexible (fixed-term) tenant, the trial period of your Introductory Tenancy will be included in the Right to Buy qualifying period.

### What will it cost?

Buying your own home is expensive. Apart from initial costs such as survey fees, legal costs and possible Stamp Duty, there are long-term costs such as maintenance, insurance, council tax, leasehold charges (in some cases), and the mortgage. You will not be charged an application fee, valuation fee or for the Council's legal costs.

### The discount

When you apply for the Right to Buy, we tell you how much discount you are entitled to on the market value of your home. There are different discounts for houses and flats:

**Houses** - you get a 35% discount if you have been a public sector tenant for three to five years. The discount goes up by 1% for every extra year you have been a public sector tenant, up to a maximum of 70%, or the maximum discount amount, whichever is lower.

**Flats** - you get a 50% discount if you have been a public sector tenant for three to five years. The discount goes up by 2% for every extra year you have been a public sector tenant, up to a maximum of 70%, or the maximum discount amount, whichever is lower.

The maximum discount amount that the Council can give under the law is currently capped at £80,900. This will increase in April each year, in line with the Consumer Price Index (CPI).

Your discount may be reduced by a special rule called the cost floor. This depends on the amount of money the Council has spent on building, repairing and maintaining your home.

### What if I want to sell?

Once you have bought your home you can sell it on the open market whenever you like, and at the full market price. But, the Council reserves the right to be offered first refusal on your property if you decide to sell within the first ten years.

If you sell within five years of buying your home the Council is entitled to a refund of all or part of the discount on the resale value of your property, less cost of any improvements you have made (see table below).

|                                      |  |
|--------------------------------------|--|
| Sale within one year of purchase     | Full discount repayable                  |
| Sales within second year of purchase | Four fifths (80%) of discount repayable  |
| Sale within third year of purchase   | Three fifths (60%) of discount repayable |
| Sale within fourth year of purchase  | Two fifths (40%) of discount repayable   |
| Sale within fifth year of purchase   | One fifth (20%) of discount repayable    |

## Previous discount

If you have previously received a discount for another property, the value of the previous discount will be deducted from the discount you receive for the latest purchase.

## Maintenance where a sale is pending

Once a house has become 'sale pending' the Council no longer carries out maintenance other than essential work to keep the property safe, serviceable and water-tight.

Gas, water, electricity and sewage services are maintained by the Council until the sale takes place.

## Covenants

A covenant is a condition (or promise) that you and future owners of your home must abide by. If you buy your home from the Council a number of covenants are placed on the sale. The most important covenants are:

### Freehold covenants

1. Even though your house will become your own property, you will still have to obtain written permission from the Housing Service before making any structural alterations to your home. This includes the construction, fitting or alteration of walls and fences, windows, porches, garages, hard-standings, loft conversions and extensions. In each case, you should write to the Housing Assets Team at the Civic Offices and include plans of what you want to do. You may also need planning permission, building regulation approval or other permissions before carrying out work. Contact the Council's Planning Service for further information.

2. You are not usually allowed to build additional homes or conduct a business within the curtilage of the land sold to you (the area attached to the property and forming one enclosure with it). If you wish to do so, you should ask the Housing Service for permission.

### Leasehold covenants

1. If you have bought a leasehold flat or maisonette you must comply with the terms of your lease at all times. We may take legal proceedings against you if you fail to do so.
2. If you intend to sublet the property you must obtain written permission from the Council's Home Ownership Team.
3. No structural alterations will be allowed to any flat or maisonette, at any time.

### Your lease and leasehold service charges

When you buy a flat or maisonette you acquire a lease. Your lease is a legally binding document between you and the Council. The lease will last for 125 years from the date that the first property in the block was bought. It requires you to pay a service charge every year to the Council, which remains responsible for the main structure of the building in which your home is situated.

Service charges vary and are based on the cost to the Council of managing and maintaining your building and its surroundings. They include:

- ground rent and building insurance
- electricity for common areas and heating (in some cases)
- caretakers/cleaners for common areas (in some cases)
- ongoing repairs and maintenance to the building, and major planned works

- maintenance of grounds, such as grass and shrubberies
- administration, management fees, disbursements and other fees (for example auditing and annual statement of accounts costs)

If you are thinking of buying your flat or maisonette, look very carefully at the cost of service charges. They can be significant!

### I want to purchase my property - where do I start?

1. The first step is to request a Right to Buy claim form (Form RTB1). You can call in, write, or send an email to the Home Ownership Team (see back page for contact details). Or you can download the forms and find full information on the Government's website [www.gov.uk](http://www.gov.uk).

Please note the application form will be sent direct to your home address and will not be handed out or delivered to any third party. With this form we will send you the Government's guidance booklet which gives you more information about the Right to Buy. We will also enclose a Right to Buy Additional Information form which will require completion.

2. Complete the forms and return them to the Home Ownership Team. You can post them or deliver them by hand to any of the Council's offices.
3. The Council will respond by sending you a notice (Form RTB2). This tells you whether you have the right to buy. If the right to buy is denied, the notice will explain the reasons for refusal. We must respond within four weeks of receiving your application, or eight weeks if we need to check a previous tenancy or tenancies.

This handbook gives some basic information, but you will be given more detailed guidance if you apply for the Right to Buy.



# 06

## Section six



# Off-street parking and garages

## How to apply for off-street garden parking outside your own home

The conditions set out below apply if you are a Council tenant or if you are a freehold or leasehold owner of a former Council property bought under the Right to Buy or any other scheme.

If your home has never been a Council property you must apply separately to the Highways and Transportation Service at Essex County Council seeking permission for a dropped kerb or vehicular crossover (or both).

You must comply with certain conditions before permission can be given.

### The conditions are:

1. Proposed crossovers must not remove more than twelve metres in length of grassed area.
2. A standard width crossover will be no more than 4.0 metres at the property boundary and 5.4 metres at the kerb.
3. There must be a minimum of 5.0 metres depth from the front of the property to the property curtilage (the enclosed area of land around the dwelling). The preferred depth is 5.5 metres. This is to enable a standard size car onto the driveway without overhanging.
4. Applicants must pay for the cost of the works (and any future maintenance), which must be undertaken by a council approved contractor, to the satisfaction of the Council.
5. Proposed crossovers must not lead to the loss of car parking spaces provided in lay-bys.
6. The crossover must be located in a safe position.
7. The Council must be satisfied that the provision of boundary

walls, hedges and other necessary work is undertaken in a manner that will minimise any detrimental impact on the street scene.

8. You must use any parking space available to the side or rear of your property, rather than any space in front of the building line if possible.
9. Any permissions will be subject to a properly constructed hardstanding being provided in your garden for each car parked on the property, before the crossover is constructed. The surface must be porous, but not shingle, so that surface water will not drain onto the road. The construction of crossovers will not be permitted on any existing pathway used for pedestrian access across housing owned grass amenity land.
10. There must be no other housing management reasons to refuse your application.

Note: in most circumstances, crossovers must not lead to the damage or removal of healthy trees. However, in special circumstances, such as where a tree is near the end of its useful life, exceptions are sometimes made. If your plans include the removal of a tree, a condition of council approval could be the planting of a new tree in a different location at your expense.

When considering your application, the Council will generally take into account any detrimental effect the vehicular crossover could have on the street scene.

### Co-operating with your neighbours

Rather than creating several crossovers, you and your neighbours may wish to share. You can do this where practical and where it is not detrimental to the Council. Sharing a crossover may save you money.

## Once the crossover and hard-standing are in place

- Only private vehicles may be parked on your property. No other vehicles such as commercial vehicles, caravans or boats are allowed
- Vehicles must not be parked on driveways leading to the hardstanding area
- Repairs and maintenance must be restricted to your own private vehicles
- You will be responsible for the maintenance of the crossover.
- Your car must not overhang the footpath as it is dangerous to pedestrians
- Any gates erected must open inwards and not out onto the public highway
- You must not block the path to your front door, you might need to get out in an emergency

## How to apply

If your home is a current or former council property, you will need to complete a Housing Crossover Application form. You can get this form from your local Area Housing Office. An inspection will be carried out we will conduct a local consultation exercise. This is to safeguard the appearance of the estate, the interests of the Council and the interests of your local community. Once a decision has been reached, your Housing Management Officer will write to you with the decision.

If we are satisfied with your proposal, you will be granted permission in writing, subject to conditions. A copy of this letter will be sent to the Highways Authority at Essex County Council for their information.

Once you receive permission from the Communities Directorate, you must complete an online 'Highways Crossover Application Form' at [www.essexhighways.org](http://www.essexhighways.org)

If your property is next to a classified road (A, B or C road) you will need to complete a 'Householder Planning Application Form'. Highways can advise you whether planning permission is necessary, or you can contact the Council's Planning Services directly.

### Appeals

If your application is refused, but you think you have been treated unfairly, you have a right of appeal. You should write to the Assistant Director (Housing Operations) at the Civic Offices in Epping. When appealing, please give details of why you think the original decision was wrong.

### Hard surfaces

Vehicular crossovers are permitted subject to a properly constructed hardstanding being in place for all vehicles.

The hardstanding must have 'permeable' (or porous) surfacing which allows water to drain through, such as permeable concrete block paving or porous asphalt, but do not use shingle. Alternatively the rainwater can be directed to a lawn or border to drain naturally.

You will not be allowed to lay an 'impermeable' (non porous) hardstanding that does not control rainwater running off into roads.

## How to get a garage

To apply for a garage, fill out our online form on our website at [www.eppingforestdc.gov.uk/apply-for-it](http://www.eppingforestdc.gov.uk/apply-for-it).

**Garages are let only for parking private vehicles.** Any other use is against the tenancy and planning regulations and would result in repossession. You will need to prove that you own a car before a garage is allocated.

Priority is given to people who have no garage, but you can still apply if you already have one and need another. We will not accept a garage application from:

- a tenant with rent arrears for a Council property or garage
- anyone who owes money from a former tenancy of a Council property or garage
- anyone who has had a Council garage repossessed in the last three years (whether rented direct from the council or as an unauthorised sublet)
- anyone giving false information when applying for a garage

## Garage repairs

Problems with your garage or repair requests should be reported to the Housing Repairs Section.

If the problem is serious, and prevents you from using the garage, then bring your keys to one of the Housing Offices. A Repairs Officer will inspect the garage. Your tenancy will be temporarily suspended if the officer decides that your garage is unusable. You will not pay rent until the garage is repaired or you have been allocated another one, but you must not use the garage at all during this time.

As a tenant you are responsible for the maintenance and replacement of padlocks on the garage doors.

If the person using the garage causes any damage the tenant will be recharged.

## How to pay your garage rent

Direct Debit is the most convenient method of paying your rent each month. If you wish to pay by this method contact the Communities Finance Team.

You can pay at any Post Office with a swipe card or debit card. You can also use your swipe card to pay by cash at any payment outlet. A list of outlets is given to you with your payment card.

If you prefer you can pay by text. You will need to register your details online at [www.allpayments.net](http://www.allpayments.net). You will need your allpay card, email address, mobile phone number and debit card. You can also pay your rent with your debit card (not credit card), using the Council's automated 24-hour telephone payment line 01992 564600.

VAT must be charged to garage users who are not council tenants.

## Vacating your garage

You must write to the Housing Options Section, giving one week's notice of the date you intend to vacate your garage, and you must return the correct keys. Failure to do so will lead to additional charges on your rent. The Council will also charge you for the cost of clearing the garage if you do not leave it completely empty.

Keys can be handed in at the Civic Offices in Epping, the Broadway office in Loughton or the Limes Farm office at the Limes Centre, Limes Avenue Chigwell. Please make sure that you pay any outstanding rent when returning your keys.

You are advised to carefully read and comply with your garage tenancy conditions. If you move home, please advise your Housing Officer who will amend the Council's records to reflect your new correspondence address. We reserve the right to ask you to relocate to a more suitably located garage subject to availability. It should be noted that unless there are special circumstances, we would expect your garage to be situated within walking distance of your home.

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## Section seven

# Housing appeals, complaints and homelessness reviews

Have we made a mistake? Do you think our service has been poor? If so, you should let us know.

The Housing Service manages around 6,500 council properties and provides a variety of services. We handle thousands of enquiries every year and we make many decisions. Like any large organisation we can make a mistake or decide something with which you disagree.

This section explains how you can complain, or appeal against a decision that we have made in connection with any housing issue, or ask for a review of a homelessness decision.

### What is the difference between an appeal, a complaint and a homelessness review?

You can appeal if you are unhappy about a housing decision that we have made about you. If you appeal we will take another look at the decision to see whether it should be changed.

You can make a complaint if you are not happy about the way we have provided a service. You can also complain if you think we have failed to take action when we have been asked to do something that was our responsibility.

You can request a homelessness review if you are a homeless applicant and you want somebody more senior to independently take another look at a decision we have made about your homelessness. This is a legal right.

## Appealing against decisions

An appeal is where you are challenging a council decision and is considered first by the appropriate Manager.

### How to request an appeal

To appeal against decisions taken by the Manager, you can only ask the appropriate Assistant Director of the service to review your case, by writing to them. If you are still dissatisfied and want to appeal further you can approach the Ombudsman Service. Information on how to approach the Ombudsman will be given when the Council has concluded all of its appeals procedures.

## Complaints

The Council has a [Comments, Compliments and Complaints Policy](#). If you want to make a complaint you should refer to this policy for full details, it is available on the Council's compliments and complaints webpage, [www.eppingforestdc.gov.uk](http://www.eppingforestdc.gov.uk).

For your guidance, the complaints procedure is briefly outlined below. It is important to follow the steps so that we can deal with the problem quickly.

**Stage 1.** Your first step should be to try and resolve the matter with a member of Housing staff, either the person dealing with your issue or their Housing Manager. Explain the reason for your complaint and tell us what we could do to resolve the problem. You may make your complaint by email, by phone, in writing or in person. Someone else can help you if you are disabled, or if English is not your first language.

**Stage 2.** You may want to take the matter further if you are unhappy with the way the matter was dealt with at Stage 1. Your complaint will be reviewed at Stage 2 by the appropriate Assistant Director.

If at the conclusion of our complaints process you believe that your concerns have not been dealt with appropriately, you have the right to take your case to either the Housing Ombudsman or the Local Government Ombudsman. This depends on which part of the Housing Service you are complaining about.

Ombudsman services are set up by law to look at complaints. In simple terms, the Housing Ombudsman generally deals with complaints about the Council's services as landlord, while other housing complaints, such as those from most housing applicants (and complaints about other services) are usually dealt with by the Local Government Ombudsman.

The services are free, independent and impartial. However, an Ombudsman will usually only take up your complaint if they are satisfied that you have gone through the Council's complaints procedure, and that you have suffered an injustice as a result of our doing (or failing to do) something.

We recommend that you keep a note of everyone you speak to, with dates and times. You should also keep copies of any letters or forms associated with your complaint.

## Statutory homelessness reviews

There are 'statutory rights of review' which give people a legal right to ask for a review of decisions relating to Homelessness (as amended by the Homelessness Act 2002). If you are unhappy about a decision made that relates to homelessness you have the right to request a review of your case.

Your review will be undertaken either by the Housing Options Manager or the Assistant Director of the service. You do also have a further right of appeal to the County Court (within 21 days of the decision) on a point of law (for example, that the Council has not complied fully or properly with the law). You are advised to seek the advice of a solicitor or the [Citizens Advice Bureau](#).

## How to request a homelessness review

If you are homeless, and you have a legal right to a Statutory Review, you can apply for a review either in writing, on the telephone, by email or by coming into the office.

You must make any request for a review within 21 days of receiving the Council's decision in writing. Late requests for a review may be accepted in very special circumstances, but you must explain your reasons for the delay.

We will then write to you giving 14 days for you to provide further evidence which you want us to take into account. You will also be advised to contact the Citizens Advice Bureau or another representative.

You should state all the reasons why you are seeking a review. After your case has been given full consideration, you will receive a formal reply in writing within 56 days, unless a longer timescale is agreed with you.

## How to request a review about your housing application

If you are a housing applicant or you have been refused access to our Housing Register you have a legal right to apply for a review either in writing, on the telephone, by email or by coming to the office. You will need to provide evidence to support your case. The review will be undertaken by the Housing Options Manager who will advise you of further rights of appeal if you are still dissatisfied.

If you want independent advice on any housing decision made by the Council you can contact [Shelter](#) or a [Citizens Advice Bureau](#).

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## Section eight



# Useful contact information

## The Housing Service

Epping Forest District Council,  
Civic Offices, High Street,  
Epping, Essex, CM16 4BZ.  
Phone: 01992 564000 (option 3)  
Website: [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing)

## Council rent and other tenancy issues

### **Area Housing Office (North)**

Civic Offices, High Street,  
Epping, Essex, CM16 4BZ.  
Phone: 01992 564545  
Email: [housingnorth@eppingforestdc.gov.uk](mailto:housingnorth@eppingforestdc.gov.uk)

### **Area Housing Office (South)**

63 The Broadway,  
Loughton, Essex, IG10 2SP.  
Phone: 01992 564186  
Email: [hosingsouth@eppingforestdc.gov.uk](mailto:hosingsouth@eppingforestdc.gov.uk)

### **Limes Farm Housing Office**

The Lime Centre, Limes Avenue,  
Chigwell, Essex IG7 5LP.  
Phone: 01992 564765  
Email: [housinglimes@eppingforestdc.gov.uk](mailto:housinglimes@eppingforestdc.gov.uk)

## Buying your home from the Council

Home Ownership Team

Phone: 01992 564428

Email: [homeownershipteam@eppingforestdc.gov.uk](mailto:homeownershipteam@eppingforestdc.gov.uk)

## Communities finance

Communities Finance Team

Phone: 01992 564429

Email: [communitiesfinance@eppingforestdc.gov.uk](mailto:communitiesfinance@eppingforestdc.gov.uk)

## Community safety

Community Safety Team

Phone: 01992 564608

Email: [safercommunitites@eppingforestdc.gov.uk](mailto:safercommunitites@eppingforestdc.gov.uk)

## Housing benefits

Housing Benefits Team

Phone: 01992 564155

Email: [benefits@eppingforestdc.gov.uk](mailto:benefits@eppingforestdc.gov.uk)

## Moving home with the Council

Housing Options Team

Phone: 01992 564716

Email: [housingoptions@eppingforestdc.gov.uk](mailto:housingoptions@eppingforestdc.gov.uk)

## Older peoples services

Epping Forest District Council,  
2 Parsonage Court, Loughton, Essex IG10 2BB  
Phone: 0208 532 1065 (24-hour answerphone)  
Email: [olderpeopleservice@eppingforestdc.gov.uk](mailto:olderpeopleservice@eppingforestdc.gov.uk)

## Planned maintenance enquiries

Housing Assets Team  
Phone: 01992 564203  
Email: [housingassets@eppingforestdc.gov.uk](mailto:housingassets@eppingforestdc.gov.uk)

## Repairs - reporting council property defects

By phone: 01992 564199 (during office hours)  
01992 564000 emergencies (outside office hours)  
Email: [housingrepairs@eppingforestdc.gov.uk](mailto:housingrepairs@eppingforestdc.gov.uk)  
Online: [www.eppingforestdc.gov.uk/housing](http://www.eppingforestdc.gov.uk/housing)

## Tenant participation

Tenant Participation Officer  
Phone: 01992 564524  
Email: [involvetenants@eppingforestdc.gov.uk](mailto:involvetenants@eppingforestdc.gov.uk)

## For alternative formats of this handbook

Information and Customer Relations Team  
Phone: 01992 564041  
Email: [housinginfo@eppingforestdc.gov.uk](mailto:housinginfo@eppingforestdc.gov.uk)

## Shelter

Phone: 0808 800 4444 (urgent housing advice)

Website: [www.shelter.org.uk](http://www.shelter.org.uk)

Local office: Shelter Eastern Counties Colchester,  
Blackburn House, 32D Crouch Street,  
Colchester, Essex, CO3 3HH

Phone: 0344 515 1860

## Citizens Advice Bureau (CAB)

Epping Forest District CAB offers free independent confidential impartial advice

Phone: 03444 770 808 (Monday to Friday 10:00 to 16:00)

Website: [www.efcab.org.uk](http://www.efcab.org.uk)

Epping: Ernest Wythes House, 50a Hemnall Street,  
Epping, CM16 4LS

Loughton: Loughton Library (first floor), Trapps Hill,  
Loughton, IG10 1HD

Waltham Abbey: Town Hall, Highbridge Street, Waltham Abbey,  
EN9 1DE

## Essex County Council (ECC)

County Hall, Market Road, Chelmsford, Essex, CM1 1QH

Phone: 0845 743 0430

Website: [www.essex.gov.uk](http://www.essex.gov.uk)

Care for children: 0845 603 7627

Care for adults: 0845 603 7630

24-hr protection line: 0845 606 1212

The information given in this handbook was correct as at May 2018. Please be aware that there may have been changes since that time, such as new laws or council policies.

May 2018

