



MANORESTATES
Housing Association



**Manor Estates
Housing Association Ltd**

TENANTS HANDBOOK



OPENING HOURS & CONTACT DETAILS

OFFICE ADDRESS:

Manor Estates Housing Association
11 Washington Lane
Edinburgh
EH11 2HA

Telephone:

0800 093 8823

Email:

info@manorestates.org.uk

Website:

www.manorestates.org.uk

OPENING HOURS:

The office is open

Monday to Thursday

9.00 – 12.30 and 1.30 – 5.00

Friday

9.00 – 12.30 and 1.30 – 3.30

Our office is closed on the first Wednesday of every month between 9.00am and 10.30am for staff training.

We will try to notify you via the newsletter and website if the office is going to be closed at other times, however generally we would recommend that you telephone first to make sure that the person you want to see will be available, especially if you are making a special trip to the office.

WELCOME

This Tenants' Information Pack provides you with information about being a tenant of Manor Estates Housing Association.

It is issued to all our tenants and is designed to answer many of the questions you may have about your tenancy with us.

We hope that you will find the Pack interesting, helpful and easy to understand – if you have any suggestions as to how it could be improved or if there is any other information you think should be included, please let us know via our website, **www.manorestates.org.uk**, by email **info@manorestates.org.uk** or by telephoning **0800 093 8823**.



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ABOUT MANOR ESTATES

Manor Estates was established in 1995 when it took ownership of many Scottish Homes properties within the city of Edinburgh. This followed a successful ballot of tenants who overwhelmingly indicated their wish to transfer to the newly formed Association. Manor Estates is a registered social landlord and is a charitable, non-profit distributing housing association.

We aim to provide good quality, affordable and sustainable housing and services to meet a wide range of housing needs.

Manor Estates aims to operate a service that is responsive to customer requirements and based on positive communication so that every customer is aware of what we are trying to achieve. We aim to be open in all our dealings with customers and accountable for our actions. We will make information about the Association, its policies and performance publicly available.

MEMBERSHIP OF THE ASSOCIATION

Manor Estates Housing Association is controlled by a Board of volunteers elected from our members. The Board is responsible for setting the strategic direction of the Association, including policy approval. And for monitoring the Association's performance.

The Chief Executive leads a staff team who carry out the work of the Association on a day-to-day basis.

Membership of the Association is open to anyone with an interest in housing in Edinburgh. We are particularly keen to encourage tenants to become members of the Association. Anyone wishing to become a member is required to complete a simple application form and make a one-off payment of £1.00. You will find a copy of the application form in this pack.

Members are entitled to attend and vote at the Association's Annual General Meeting and to stand for election to the Board.

We are committed to equality of opportunity throughout our work and welcome applications for membership from all sections of the community, regardless of colour, race, nationality, ethnic or national origin, gender, disability, age or sexual orientation.

If you want more information about becoming a member, please contact our office.

USEFUL INFORMATION & TELEPHONE NUMBERS

We have listed below some telephone numbers and information that you may find useful.

Out of Hours Emergency Repairs	Novus	01506 242 120
	Lothian Gas	0131 440 4666
	Scottish Power	0845 2727 999
	Scottish Power Energy Networks	
	From a landline	0800 092 9290
	From a mobile	0330 1010 222
Transco (Suspected gas leak)	0800 111 999	
Electricity	Fuseboard location:	
	Meter location:	
	Meter number:	
	Supplier:	
Gas	Gas stopcock location:	
	Meter location:	
	Meter number:	
	Supplier:	
Water	Mains water stopcock location:	
	Cold water storage tank location:	
	Roof space access details:	
Scottish Water Emergency Number	Scottish Water 24 hour customer services	0800 0778 778
Bin store/pram store location		
Bin collection day		
Stair lighting	0800 093 8823	
Street lighting	0131 200 2000	

SCOTTISH SECURE TENANCY

INSURANCE

As a tenant of Manor Estates Housing Association you have been offered a Scottish Secure Tenancy Agreement – this is in accordance with the provisions of the Housing (Scotland) Act 2014.

The Tenancy Agreement entered into by you and the Association is the legal basis on which you occupy your home. This legal document clearly states your rights and responsibilities and those of Manor Estates. Items covered in the Agreement include:

- Tenancy start date;
- Rent and service charge details;
- Rent review details;
- The Association's repair responsibilities;
- Your repairs responsibilities;
- Rules governing the use of the property;
- Your duty to occupy the property;
- Your rights concerning Succession, Alterations and Improvements, Sub-letting and Lodgers, Information and Consultation;
- Procedures for ending the tenancy;
- Grounds on which the Association may take legal proceedings for recovery of the property.

You should keep your tenancy agreement in a safe place as it sets out the terms of the contract between yourself and the Association.

★ **If you have any queries about any aspect of your tenancy, you should speak to your Housing Officer in the first instance.**

The Association maintains comprehensive buildings insurance for all its properties – the Association would be responsible for the costs of repairing any damage to the fabric of the building (for example, following a fire or storm damage).

However, the Association does not take out insurance to cover your personal belongings.

You are required, therefore, to take out insurance that would cover the cost of replacing all your personal belongings should these be damaged or stolen.

This includes all furnishings, floor coverings and personal items.

★ **Please think about how you would replace your belongings if these were damaged or stolen and arrange cover today.**

WE URGE YOU TO ARRANGE CONTENTS INSURANCE COVER IMMEDIATELY!

SUCCESSION

The rules about who can succeed to your tenancy if you die are determined by the Housing (Scotland) Act 2014 and there is information in your Tenancy Agreement relating to this.

The tenancy can be succeeded to twice and there are 3 levels of priority to determine who is eligible to succeed. In summary, these are as follows:

- 1** First priority goes to a surviving spouse or joint tenant, **provided the house was his or her principal home for the 12 months previous to the date of the main tenant's death;**

or

to a co-habitee (of either sex), **provided that he or she has occupied the property as his or her principal home for at least 12 months prior to the death of the tenant.**
- 2** Second priority goes to another member of the tenant's family **provided he or she is aged at least 16 and the property was his or her principal home for at least 12 months prior to the death of the tenant.**
- 3** Third priority goes to a carer providing, or who has provided care, for the tenant or a member of the tenant's family, **provided the carer is aged at least 16 and the property was his or her only or principal home for at least 12 months prior to the death of the tenant and he or she gave up another only or principal home before the death of the tenant.**

RIGHT TO BUY

There are some other conditions relating to succession of tenancies (for example, if the property has been specially adapted). If you require any further information regarding this matter, you should contact your Housing Officer in the first instance. It is important that you keep us updated on who is living at your property. We can only consider a succession where we are aware that the person seeking to succeed is a member of the household and any qualifying period starts only from the date that you have let us know.

Manor Estates tenants do **not** have the Right to Buy their house.

REPAIRS & MAINTENANCE

REPORTING REPAIRS

If you need to report a repair, you should contact **Novus** on **01506 242 120** or for gas heating repairs contact **Lothian Gas** on **0131 440 4666**.

Alternatively you can contact our office on **0800 093 8823** and select option 1 for Novus and option 2 for Lothian Gas, option 3 will transfer your call to Manor Estates reception.

When you report the repair, you will be advised about the category of the repair and the target time to complete it.

ACCESS TO YOUR HOME

We can only respond to your request to have a repair carried out, if you are able to offer reasonable access to tradesmen. Although we cannot make appointments for specific times, we will try to take account of days and times when it is not suitable.

★ **Please always ask to see identification when a tradesman calls at your home. All tradesmen carrying out work on behalf of Manor Estates carry identification. If a tradesman is not able to provide identification, do not allow them access to your home.**

Category	Definition	Target Response Time
Emergency	Where there is a danger to life, a safety hazard or the potential for more extensive damage to the property	Attend and make safe within 2 hours
Appointments	You will be offered an appointment time for all other repairs.	Within a target time of 13 working days
Major Works OR Communal works	Where consultation is required with owners.	Up to 28 working days

OUT OF HOURS SERVICE

Should you need to report an emergency repair after business hours, you should telephone the emergency repairs service (Please see Useful Information and Telephone Numbers Page 4). You should only use this service in an emergency as abuse of this service could prevent us responding appropriately to a genuine emergency and may result in the costs being recharged to you.

RECHARGEABLE REPAIRS

Tenants will be charged for repairs that are caused by negligence or mis-use. Where an emergency contractor has been called out unnecessarily we will charge the tenant for the cost of this call-out. If reporting broken windows or other items that have been vandalised, you must report these to the Police first and contact us with an incident number, or you may be charged for the cost of the repair.

RIGHT TO REPAIR

We will always seek to ensure that repairs are done within the timescales we set. In addition, you are entitled to have certain repairs carried out within a specific period set by law. If we do not complete these repairs within the set timescale you are entitled to ask a second contractor to carry this work out and you may also be entitled to compensation for the delay. Full details of the Right to Repair scheme are available as a separate leaflet and enclosed in your tenancy pack.

ALTERATIONS AND IMPROVEMENTS

If you want to carry out alterations or improvements to your home, you must first obtain written agreement from our Property Services Team. They may refer you to the Local Authority for you to check if you require Planning Permission or a Building Warrant. At the end of your tenancy you have the Right to Compensation for certain improvements, **provided you had our agreement to carry out such works.** The amount of compensation varies and depends on a number of factors, such as the condition of the improvement at the end of the tenancy. If you think that you might be entitled to compensation, you should inform us at the time you submit notice of your intention to terminate your tenancy.

If you carry out any unauthorised alterations to the property and the Association has to remove or repair these when you give up your tenancy, you will be recharged the full cost of any reinstatement works required.

ADAPTATIONS

If you are finding it difficult to manage in your home, the Association may be able to carry out adaptations that will enable you to stay in your home rather than having to move to other accommodation. For example, we may be able to install a wet floor shower area or provide ramped access to your property. We can only consider requests for such adaptations if we receive a referral from an Occupational Therapist – if you think that you could benefit from having adaptations carried out to your home, please contact the Property Services Team for further information and advice.

SMOKE, CARBON MONOXIDE AND HEAT DETECTORS

Smoke and heat detectors are installed in all Manor Estates houses. Please ensure that you test on a regular basis and inform the Association if any detector is faulty. Smoke detectors save lives, If you need any advice or assistance on operating or maintaining your smoke detector, please contact this office.

Carbon monoxide detectors have been installed in all our houses where there is gas heating. These are checked annually as part of the gas heating servicing check.

GAS SERVICING

If you have gas heating in your home, the Association is required by law to ensure that the system is checked annually. There has to be a safety certificate in place and the cover must be continuous, i.e. there can be no longer than 12 months between each service.

The Association takes its responsibilities on gas safety very seriously. **Remember – these checks are to ensure your safety.** We will of course notify you when the service is going to be carried out and we will do our best to ensure that this is at a time convenient to yourself. However, if you do not co-operate and allow us access to carry out the service within our required timescales, we will force access to your home – and you will be charged for any costs incurred. Please work with us to ensure that this doesn't have to happen.

CERTIFIED ELECTRIC CHECKS

All properties require electrical checks every 5 years. If you are due a visit please allow access to the contractor.

LOFT ACCESS

Tenants of flats do not have access to the communal loft spaces - either from their own properties or communal ones accessed via the stair.

Tenants of houses do have access to their loft spaces, but these are not designed as storage areas and the Association accepts no responsibility for damage to property or injury to persons caused by inappropriate use of the space.

ENERGY PERFORMANCE CERTIFICATE

You will find an Energy Performance Certificate located in the gas, electric or larger cupboard of your property.

The energy rating:

- Is based on "standardised consumption" – and is not calculated on your particular usage. That is, it is based on there being a standard number of occupants and a standard number of heating hours per day.
- Takes into account the costs for running the heating, hot water and fixed lighting only and does not include the costs of running of your other appliances, for example it excludes your kettle, fridge, microwave, TV, stereo.
- Is based on the average current fuel prices taken over the last 3 years – at the date the certificate was produced. These fuel prices will not reflect the higher costs paid by those utilising a prepayment meter system.

The Standardised Consumption used in the calculations is:

- All rooms are heated **to 18 °C, living room heated to 21°C**
- On weekdays from **7.00 am to 9.00am** and **4.00 pm to 11.00 pm**
- At weekends from **7.00 am to 11.00 pm**

No two households are the same. Your energy use may vary significantly from that shown in the Energy Performance Certificate.

LETTING STANDARD

In accordance with the Housing (Scotland) Act 2001, the Association has a duty to ensure that a house is wind and watertight and reasonably fit for human habitation both at the beginning of a tenancy and throughout its term. The following minimum standards have been adopted by the Association:

Cleanliness

- The property will be in a clean and tidy condition.
- The surfaces, including the kitchen, woodwork and windows will be wiped and floors swept.
- Baths, basins and toilets and showers will be clean, with water running freely.

Decoration

- Properties will be in good decorative order throughout with rooms in a clean condition and prepared for redecoration, alternatively a decoration allowance may be offered and agreed by the new tenant.

Electric and Gas Services

- Metered electricity will be available.
- Metered Gas will be available if there is gas fired central heating or gas fire.
- The gas meter is capped at the commencement of the void period. The gas safety check is carried out together with recommissioning the system when the new tenancy commences. A copy of the gas service record will be handed to the new tenant by the Gas Contractor.
- The property will have facility for either a gas or an electric cooker.
- Meters will be read before occupation, and details recorded.
- SSE will commence utility supply. Tenants will be responsible for setting up accounts and can switch to their preferred supplier at any time.

Electrical Services

- Electrical systems will be checked and certified.
- Electrical sockets, switches and pendants and extract fans will be clean and free from cracks, paint or staining.
- Light fittings will be provided in every room.
- T V aerial / connections to a communal TV aerial and satellite aerials or distribution cables may be available from previous tenancy. Tenants will be responsible for checking condition and arranging preferred supplier.

Heating and Water Services

- Mains water and gas stopcocks will be clearly labelled.
- All installations for the supply of water, hot and cold, and heating and ventilation systems will have been checked, free from blockages and in good working order.
- All radiators and storage heaters will be fixed secure.
- Arrangements can be made for boiler and timeclock instructions, storage heater or solar panel operating instructions to be issued. Tenants will be offered a demonstration when the gas service is recommissioned.

Detection Equipment

- All smoke, heat and carbon monoxide detectors will be tested and replaced if necessary. Batteries or the complete unit will be renewed as necessary.
- The Association tests these annually, tenants are encouraged to run their own regular tests, monthly as a minimum.

Windows

- Glass panes will be complete and free from cracks and significant scratches.
- All windows will be checked to ensure that they open and close properly and are secure.
- All window locks will be working and have keys.

Doors

- All flat / house entrance doors will be secure with door, surrounds, thresholds and ironmongery in good condition.
- Glass panes will be complete and crack free.
- All external entrance doors should have a letter box. All letter boxes, spy-holes and chains will be checked and replaced as necessary.
- Door chains will not be permitted in all retirement schemes due to master key entry systems.
- Internal doors will be undamaged and in presentable order with door, surrounds, thresholds and ironmongery in good condition.

Keys and Locks

- One lock on each of the property's ground floor entrance doors or main entrance door of upper flats will have been changed for a new tenancy (excluding retirement housing).
- Two complete sets of house keys will be supplied to the tenant.
- Keys will also be provided for stair back door, window locks and meter cupboard. Where bin stores or pram stores are provided, keys will also be available for these
- Fobs will be provided for door entry systems, and for retirement housing to access the community building and laundry.
- Keys/fobs will be supplied with written identification labels.

Bathrooms

- Baths, basins and WCs will be clean and substantially free from chips, staining or burn marks.
- Where a shower is provided it will be in good working order and electrically safe.
- Shower screens or shower curtains will be provided. Shower screens will be clean and stain free and replaced if necessary. Shower curtains, flexi hose and spray head will be renewed.
- Tiling and seals will be of a reasonable standard, tiling should be free from cracks and paint.
- Taps will be free to turn with washers in place.
- WC seats will be renewed.
- Baths and wash hand basins will have plug fitted.

Kitchens

- Sinks, worktops and units will be clean and free from grease, inside and out, and substantially free from chips or staining.
- Tiling and seals will be of a reasonable standard, tiling should be free from cracks and paint.
- Taps will be free to turn, with washers in place.
- Sinks will have plug fitted.
- All white goods to be removed from property, with the exception of built goods such as hob, oven, refrigerator or washing machine.
- A minimum of 1.0 m3 of enclosed storage space will be provided either in the form of traditional larder cupboard or fitted units.
- Washer / drier appliance will be supplied in certain modern complexes where traditional garden drying facilities are not available.

Stairs / Steps / Handrails

- All stair and step treads / risers will be level and free from trip hazards.
- All banisters will be in place and fixed secure.
- Internal balustrading will be sized in line with child safety requirements.
- Any handrails or grab rails will be fixed securely.

Flooring and floor coverings

- All floor boards will be level and free from trip hazards.
- Floor coverings in wet floor shower rooms will be clean and free from any rips or significant staining.

Insulation / Energy Efficiency

- Gas boiler or electric storage heating system will be less than 20 years old.
- Attic spaces will have a minimum of 100mm insulation, tanks and pipes will be insulated.
- Hot water cylinders, where available will have tank jackets.
- Cavities will be insulated.
- Where insulation does not meet this standard the property will be placed on an existing programme and upgrade work undertaken within an agreed timescale.

External Works

- External painterwork will be included in the Association's regular 7 year cyclical programme.
- The roof and flashings will be in good condition, structurally sound and water tight with no evidence of slipped tiles or slates.
- Gutters and downpipes will be free from blockages. If plant growth is visible the property will be added to the existing gutter clearance programme and work undertaken within an agreed timescale.

Gardens

- For new tenancies, footpaths, walkways and allocated bin stores, will be swept and clear of refuse, garden and contractors debris.
- During the growing season grass will have been cut within 4 weeks prior to tenancy sign-up.
- Trees and shrubs will not cause blockage to any footpath, walkway or be overgrown into neighbouring properties.
- Gates, if available, will be checked to ensure they open and close properly and are secure.
- Fencing, if available, will provide continuous boundary demarcation with no sharp extrusions on either side.
- Clothes poles or rotary drier hole, shall be in place and secure.

Tenant Alterations

- Permission should be sought for any alterations to the property.
- The Association operates a scheme to award compensation for certain specific improvements, at the end of a tenancy. Detailed conditions apply and are listed in the Policy on Compensation for Improvements.

MAJOR REFURBISHMENTS/ REPLACEMENT WORK

You will be advised during your sign up of any small repairs needed to be done, as well as information about any major contract work planned (for example, replacement of kitchens, bathrooms, central heating upgrades etc).

LODGERS, SUB-LETTING, ASSIGNATION & MUTUAL EXCHANGES

LODGERS AND SUB-LETTING

If you would like to rent out a room or sub-let your house, you must first obtain our written permission.

Applications must be made in writing and include the amount of rent you intend to charge. We will not unreasonably withhold permission, however we will refuse permission if there is good reason, for example, if it would result in your home being overcrowded.

We will respond to any applications for permission to rent out a room or sub-let a house within 28 days.

ASSIGNATION

You may be able to assign your tenancy to someone else provided they have been living in your house as their only or principal home for at least 12 months. You must submit a written application for permission to assign the tenancy.

MUTUAL EXCHANGES

You can “swap” your house with a housing association or council tenant, once you have received written permission from us. There are a number of ways you can find someone to swap with. You can register with House Exchange - a free mutual exchange Register – by filling in an online registration form (www.houseexchange.org.uk) or requesting a House Exchange form from Edindex. You could access Homeswapper by paying a fee for 3 month, six month or 12 month period, or advertise on web classified advertising services such as Gumtree (adverts are free).

If you would like any information about transferring to another property or have any other queries about other tenancy changes, please contact your Housing Officer.

RENT AND BENEFITS

Manor Estates is a non-profit making organisation and rents are set to cover the cost of managing and maintaining your property and repaying loans. We work hard to control costs and ensure that rents are affordable. We have adopted a points-base rent policy so that rents are determined by the property size, type and amenities.

PAYING YOUR RENT

Your rent is due monthly in advance and should be paid on the first day of each month. Any alternative arrangement must be agreed with your Housing Officer and confirmed in writing. You can choose to pay your rent in a number of ways:

- By Direct Debit (contact our office to set this up)
- By Standing Order through your bank or building society
- PayPal Online using our website (www.manorestates.org.uk)
- By swipe card wherever PayPoint is accepted
- By cheque or postal order through the post
- If you are entitled to Housing Benefit or Universal Credit, you can arrange to have this paid direct to the Association

★ **If you have any queries about how to pay your rent, please contact your Housing Officer**

RENT INCREASES

Rents and service charges are reviewed annually with any increase taking effect from 1 April. We are required to consult you on the annual increase and will do so by including information in our winter newsletter and via an online survey. We will take account of your views before deciding on the final increase and we will give you one month's notice of the increase to be applied.

HOUSING BENEFIT AND UNIVERSAL CREDIT

If your income is low, you may be eligible for Housing Benefit or the housing element of Universal Credit. The City of Edinburgh Council is responsible for the administration of housing benefit and the Department of Work and Pensions (DWP) administers Universal Credit. We can provide assistance with completion of the necessary application forms or support you to claim Universal Credit.

We will assist you as much as we can with housing benefit claims however we are limited in what support we can provide for Universal Credit as it is your responsibility to maintain your claim. Paying rent ultimately remains your responsibility – you must make sure that claims or changes to circumstances are submitted on time and that all required information is provided. Failure to do so may result in your claim being delayed and could lead to rent arrears which you would have to pay.

ADVICE & INFORMATION ABOUT OTHER BENEFITS

You can also obtain information and advice from other agencies, particularly if you have specific queries about access to welfare benefits. We can refer you to our Welfare Rights Adviser or an appropriate agency, or issue you with a list of agencies you can contact directly.

DIFFICULTY PAYING RENT

We appreciate that there are circumstances where tenants sometimes find it difficult to pay rent and arrears build up on the rent account. **If you find yourself in this position, it is essential that you contact us immediately.** You can talk things over with your Housing Officer, either by telephoning, calling into the office or arranging a home visit. We can provide you with advice and we will also work with you to come to an arrangement to repay the arrears in instalments.

If you do not make and keep to an arrangement for repayment of rent arrears, it is likely that we will take legal action against you – this could ultimately result in you being evicted from your home.

★ **We cannot stress this point enough – if we contact you about your rent, please get back to us right away. The sooner we can discuss the problem, the more likely it is that we will be able to help you find a solution.**

PET POLICY

This Policy does not apply to our development at Sandilands Close which is designated as Pet Free

We understand some tenants wish to keep pets and there are benefits derived by tenants from keeping them in their home.

Tenants have the right to keep **one** domestic pet. A domestic pet means e.g.: one dog, cat, bird, fish, hamster, gerbil or mouse, terrapin, tortoise, or newt. Written permission is not required for keeping one domestic pet. **However, this permission will be withdrawn if any tenant fails to comply with the conditions for keeping one domestic pet.**

★ Please note that permission will not be given for keeping pigeons.

CONDITIONS FOR KEEPING A DOMESTIC PET

The domestic pet must not:

- Be poisonous or prohibited by the Dangerous Dogs Act 1991 or any other law;
- Cause a nuisance to other residents and visitors to their home;
- Cause the physical environment within our estates to deteriorate.

You and anyone living with you are responsible for:

- The behaviour of their pet in and around the locality of our property;
- The behaviour of any other household member's pet and those of visitors, in and around the locality of our property. This includes fouling, noise, danger and damage.

You must take all reasonable steps to:

- Supervise and keep such a pet under control and ensure the pet is not left unattended in common or open areas;

- Prevent a pet causing nuisance, annoyance or danger to their neighbours. This includes fouling or noise or smell from the domestic pet;
- Ensure a pet does not foul or cause damage to the house, their neighbour's property, anything belonging to the Association or anything the Association is responsible for, such as common parts.

★ You must not breed animals. If your domestic pet gives birth, you will be given 2 months to find alternative homes for the animals.

EXCEPTIONS TO THE PET POLICY

- If you wish to keep more than one domestic pet, or any other type of animal not specified as a domestic pet, **you must first of all obtain our written permission.**
- Requests for permission must be in writing and we will not refuse the request without good reason. If we refuse, we will tell you what the reason is.
- We will give our decision in writing within 28 days of receiving the written request for permission. If we do not reply within that period, permission is automatically granted.
- Any permission given may be subject to certain conditions.
- We may withdraw our permission if it appears the keeping of the domestic pet is a nuisance to anyone in the neighbourhood.
- If you object to our decision, you can appeal using our complaints procedure.

If you already have more than one domestic pet, you are allowed to keep these, **provided you adhere to the conditions laid out in this leaflet.** However, you should be aware that once these pets die, you only have permission to keep one domestic pet thereafter.

ESTATE MANAGEMENT & COMMON AREAS

ESTATE MANAGEMENT VISITS

Your Housing Officer regularly visits your area to carry out inspections and to ensure tenancy conditions are being adhered to (for example, maintaining private gardens, common stairs and other common areas). If you would like to join your Housing Officer for a planned area walkabout, please contact them.

USE OF COMMON AREAS

Communal back greens are made available for the drying of clothes and the storage of rubbish bins. They are not designed to be play areas. Residents share the responsibility for grass cutting and other garden maintenance of these areas unless we have introduced a service charge for maintenance.

Common stairs should not be used to store prams, bikes or any other items and should be swept and cleaned each week by each resident sharing that stair, in rotation. If we receive complaints that someone is not taking their turn, we will investigate. However, it is very hard to enforce tenancy conditions for shared stair cleaning if we cannot prove who is not complying.

DISPOSING OF LARGE HOUSEHOLD ITEMS

Tenants and owners must not leave items in the communal areas and must arrange the removal of large-scale items they no longer need (such as sofas, mattresses etc).

We will charge all the residents sharing a common area if unauthorized rubbish and other items have been dumped there and we do not know who the culprit is. This is because we are a registered charity and our income (made up solely of rents and service charges) pays for keeping our flats and houses in good condition. Put simply, the more money we spend on removing rubbish from communal areas, the less we have to spend on our properties and the services we provide.

There are a number of charitable agencies in the City of Edinburgh area which will pick up good quality re-usable items from your home. There are also Community Recycling Centres across the City where you can leave good quality items for recycling or re-use.

In addition, the City of Edinburgh Council will specially uplift items. More details can be found at www.edinburgh.gov.uk or call our office for more information.

★ **Our leaflet "Let's be Waste Wise" provides more information on recycling and reuse of household items; please download from our website or call our office to obtain a copy.**

ANTISOCIAL BEHAVIOUR

WHAT IS ANTI-SOCIAL BEHAVIOUR?

It depends; it can mean different things to different people! Examples can include:

- Low level neighbour nuisance – for example, not cleaning the common stair, dumping rubbish;
- Excessive noise and disturbance – noisy neighbours, barking dogs;
- Serious assault and threatening behaviour.

Just because someone's behaviour may annoy you doesn't mean they are being antisocial; they are just living their lives. Some examples of what we do **not** consider to be anti-social behaviour include:

- A neighbour using a washing machine in the early evening;
- Children playing safely and legally;
- Hearing your neighbour walking across the floor of the flat above you.

We categorise antisocial behaviour as follows:

Category A – Complaints of a very serious nature

Initial Response within 1 working day

Resolution 28 days

Examples would include: criminal behaviour; drug dealing; physical assault, threat of violence or harassment; harassment based on race, religion, sexual orientation, disability, transphobia or other hate behaviour; sexual harassment; serious damage to property.

Category B – Complaints of a serious nature

Initial Response within 3 working days

Resolution 21 days

Examples would include: frequent and/or serious noise disturbance; allegations of threatening/aggressive/abusive behaviour; ongoing failure to control children; ongoing failure to control pets; problems caused by drug/alcohol abuse.

Category C – Nuisance complaints

Initial Response within 5 working days

Resolution 14 days

Examples would include: litter dumping; non-persistent noise nuisance; control of pets; children causing disturbance, parking.

★ **Please call your Housing Officer if you need to tell us about anti-social behaviour, or if you would like our leaflet on anti-social behaviour.**

TACKLING DOMESTIC ABUSE

Domestic abuse exists in all sections of our communities. Domestic abuse can exist in all types of relationships between partners and ex partners. Abusers and victims can be any gender, any race or religion and from all different types of background.

The Association is committed to offering advice and assistance to anyone experiencing domestic abuse – we have adopted a **Tackling Domestic Abuse Policy** that sets out how we can support victims of abuse and shows our commitment to working with other agencies in order to do so.

If you – or someone you know – is experiencing domestic abuse, contact us now and we will do whatever we can to help you. Please be assured that any information you share with us will be treated in the strictest confidence.

INFORMATION AND CONSULTATION

It is our aim to be open, honest and accountable to all our service-users. When you take up a tenancy with the Association, you will receive a wide range of information which includes:

- Written tenancy agreement;
- Complaints Procedure; and
- This information pack.

If there is any other information you would like to have about the Association, you should contact your Housing Officer in the first instance.

The **Housing (Scotland) Act 2001** gives all tenants the right to be consulted about any changes to our policies that affect the services we provide. Every year, you will be consulted about the proposed rent increase. We also regularly seek the views of tenants about policy reviews – we do this through questionnaires, our newsletters and through informal working groups.

If you have a particular interest in becoming involved in the work of the Association, please register your interest by contacting our office.

ACCESS TO INFORMATION ABOUT YOU (FREEDOM OF INFORMATION)

You have the right to access personal information relating to you in files that we hold – there are certain exceptions, for example, where the specific information includes reference to third parties who may not want that information to be divulged.

If you want access to any information held on our files, you should submit your request in writing or via email.

Your request must include:

- Your name;
- Your address; and
- Full details of the information you are looking for.

If you prefer you can complete an FOI Request Form that is available on our website or you can contact the office to request a copy.

MAKING A COMPLAINT

We aim to get things right first time. We do acknowledge, however, that despite our best intentions and efforts, problems may arise from time to time. If you are dissatisfied with our housing management service, or indeed any other aspect of Manor Estates' services, we would encourage you to make a complaint.

When we receive a complaint, we will make sure that the matter is fully investigated and a satisfactory solution achieved as quickly as possible.

You can raise a complaint with any member of staff. If you wish to use the formal complaints procedure, a senior member of staff will undertake to resolve the situation and keep you updated on any outcome.

Scottish Public Services Ombudsman

If you have exhausted the Association's complaints procedure and you are still dissatisfied with the outcome, you may refer the matter to the Scottish Public Services Ombudsman. (Leaflets giving information on the role and authority of the Ombudsman are available from this office).

The Ombudsman will normally only consider matters that have already been through the Association's internal complaints procedure. Additionally, the usual time limit for making a complaint to the Ombudsman is 12 months.

If you want to contact the Scottish Public Services Ombudsman, details are:

Scottish Public Services Ombudsman
Bridgeside, House,
99 McDonald Road,
Edinburgh,
EH7 4NS

Tel: 0800 377 7330

Email: enquiries@scottishombudsman.org.uk

Web: <https://www.spsso.org.uk>

OTHER INFORMATION

Please find below a list of the information or items that are included in your new tenants pack.

- Welcome Bag which contains tea and coffee etc
- Membership application form
- Complaints leaflet
- Laminate flooring permission request form
- Guide to the repairs service leaflet
- Right to Repair leaflet
- Voter registration form
- Copy of your Tenancy Agreement
- Information about your utilities

In addition, new energy saving LED light bulbs have been fitted in your home.

ALL MANOR LEAFLETS

All Manor leaflets are listed below. If you would like any copies these are available to download at www.manorestates.org.uk or please contact the Housing Management Department for a copy to be sent out.

- Complaints
- Right to repair
- Property standard
- Repairs service
- Antisocial behaviour
- Let's be waste wise
- Relationship breakdown
- Pet Policy
- Rent arrears
- Code of Conduct

★ If you have any further queries about any of the information in this Handbook, please contact your Housing Officer in the first instance.





MANORESTATES

Housing Association



Further information on our services and performance is available and regularly updated on the Association's website – www.manorestates.org.uk



You can follow us on [Facebook](#) and [Twitter](#) - **@ManorEstatesHA**