



Your Home

Tenancy Handbook

How to contact us

Telephone: 01208 892000 (Lines are open from 9.00am – 5.00pm Monday to Friday)

Email: General Enquiries - info@crha.org.uk

Repairs – repairs@crha.org.uk

Housing – housing@crha.org.uk

Visit us online at: www.crha.org.uk

Out of Hours Emergency Repairs Line: 0844 892 0013 (5.00pm – 9.00am)

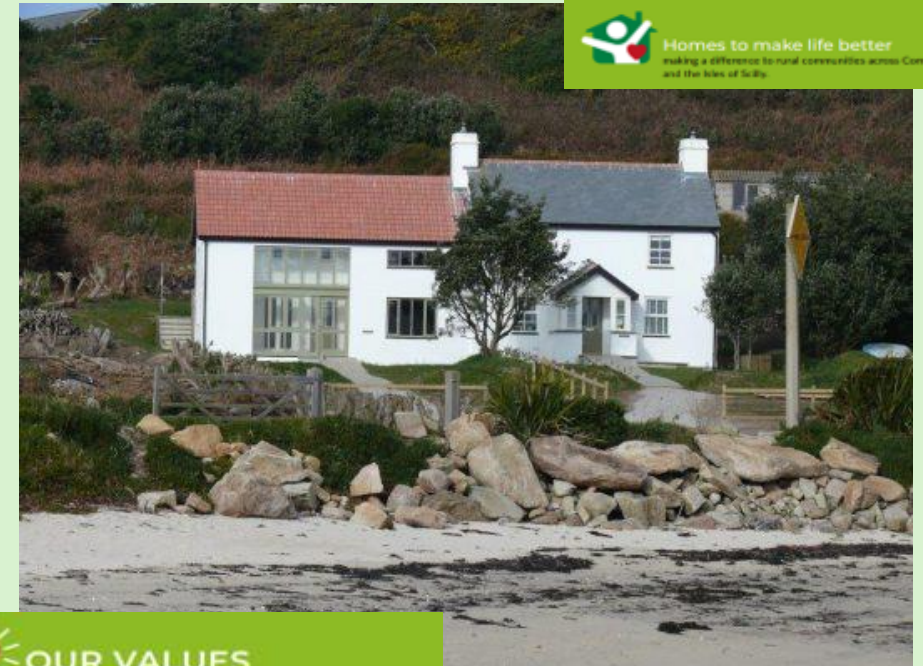
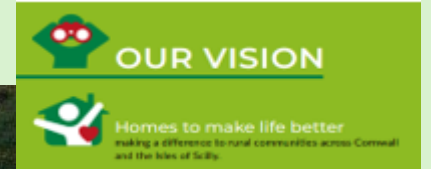
Your My CRHA Portal

Visit our social media platforms: Facebook, LinkedIn and Twitter

Head Office: 19 Callywith Gate, Launceston Road, Bodmin, Cornwall PL31 2RQ

Developing and managing homes in Cornwall and the Isles of Scilly since 1985.

CRHA provides a mix of affordable and social rental homes as well as providing shared ownership opportunities making a real difference to over thousand local people in our rural communities.





Introduction

This handbook has been designed to provide you with clear and helpful information about CRHA, including our housing management services, property maintenance, and support available to you as a customer/s. We hope you find this guide informative, practical, and easy to use throughout your tenancy.

Please take a few minutes to have a look through this handbook as it contains useful information and advice.

For further advice on any of the information please contact us.



Cornwall Rural Housing
Association Limited

The CRHA Team

We have 13 team members:

Customer Services – Our business administrators (Lauren Roganovic and Martha Grayston) provide administrative support to the business, working generically across housing, property and business support functions providing high levels of customer service.



Property Services – Our property services team, Steve Hudson (Property Services Officer) and Scott Allen (Property Services Manager) are responsible for the co-ordination of property repairs, inspections, stock condition surveys and projects that include major works and cyclical maintenance programmes



Finance – Our finance team comprising of Dee Hooper (Head of Finance) and Hayley Edwards and Melina Gonzalez (Finance Business Partners) oversee CRHA's financial, treasury and other business-related services.



The CRHA Team

Housing Management – Our tenancy management officers (Lauren Evans and Nicky Beare) support our customers with all aspects of their tenancies on a day-to-day basis and are responsible for our digital and doorstep customer service programme.



Development – Neil Edwards is our new homes delivery lead and is responsible for CRHA's new homes programme.



Governance – Tanya Clement oversees the effective running of the organisations business services operations and has responsibility for all governance arrangements and management.



The CRHA Team

Head of Homes and Customers – Angie Morrissey is responsible for the delivery of tenancy management, customer and property services. She is also Health and Safety lead for the Association.



Chief Executive – David Bolton, our Chief Executive, takes responsibility for the effective running of the Association including the management of homes, delivery of customer services and the CRHA team.



Equality, Diversity and Inclusion Statement



Cornwall Rural Housing Association (CRHA) is committed to promoting equality of opportunity and creating a working environment that is inclusive and free from discrimination or harassment. People Focus is one of our values and this policy confirms our commitment to equality, diversity and inclusion in employment and service delivery.

Our People Focus and Integrity values means that we believe everyone has a right to be treated with dignity, fairness and respect, and we value the diversity and talents of all individuals and values the diversity of all communities, and we want our services, facilities and resources to be accessible, understanding and supporting the diverse needs of our customers.

We recognise that our ability to meet these diverse needs is improved by having a diverse workforce which generally reflects the population we serve, and which has the skills and understanding to achieve our objectives and is committed to valuing diversity in our workforce and creating an inclusive workplace.

We are committed to be an organisation that:

- i Develops services to achieve equality and diversity in all its activities;
- ii As a workforce generally reflecting the population;
- iii Understands how valuing diversity can improve our ability to deliver better services;
- iv Supports our partners and other stakeholders in the achievement of equality and diversity;
- v Actively consults with different individuals and communities to ensure that services which are provided are responsive and reflect the diversity of need;
- vi As a people business, provides all colleagues with the training and development they need to enable them to achieve business priorities;
- vii Provides a supportive, open environment where all colleagues have the opportunity to reach their full potential and be the best that they can be;
- viii Listens to our customers and involves them in the development of services that recognise and value diversity; and
- ix Believes that both customers and colleagues have important roles to play in making this happen.

We will also seek to apply it to work undertaken for us by external consultants and contractors as well as its employees who can be held responsible and liable for their actions where they discriminate.

Privacy Notice

Cornwall Rural Housing Association (CRHA) complies with the General Data Protection Regulation (GDPR) 2018 in relation to personal information that you give to us, and we will ensure that it is not misused. The Regulation defines a set of rules and guidelines we must follow when handling your information. These are referred to as the General Data Protection principles and are set out below.

Personal information shall be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal information that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay.
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal information is processed; personal information may be stored for longer periods insofar as the personal information will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.
- Processed in a manner that ensures appropriate security of the personal information, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Who the personal information relates to

We collect personal information about:

- **Customers** - This includes current, former and potential residents, who live in our properties, and could also include their family and people associated with them.
- **Suppliers** - This includes current, former and potential suppliers of goods or services to CRHA.
- **Colleagues** - This includes current, former and potential colleagues, as well as Board members, apprentices and volunteers.
- Anyone who makes a complaint or enquiry and visitors to our website and offices.

How the law protects you

Your privacy is protected by law. Data Protection law says that we are allowed to use personal information only if we have a proper reason to do so. This includes sharing it outside CRHA. The law says we must have one or more of these reasons:

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

A legitimate interest is when we have a business to use your information, but even then, it must not unfairly go against what is right and best for you. If we rely on our legitimate interest, we will tell you what that is.

Privacy Notice

How we use your personal information

The personal information you provide us with will be retained only for as long as necessary to fulfil the purposes for which it was collected or as required by law. We do not share personal information with third parties except as necessary to carry out our business or as required by law or other legal processes, and we never sell your personal information or pass it to marketing companies. Personal information collected by us may be transferred to companies where it is necessary to meet the purpose for which it was submitted.

CRHA may record telephone calls made to the organisation for training and monitoring purposes.

Sharing your information

CRHA will generally only disclose your personal information to third parties with your consent. We may sometimes need to share information without your consent to comply with any legal obligation or to fulfil the purposes for which the information was submitted.

CRHA will not transfer your personal information outside of the European Union unless there is adequate protection in place, e.g. membership of the Privacy Shield Scheme.

Your rights

Right to data portability

When processing your personal information to fulfil a contract to which you are a party, you have the right to request electronically held personal information to enable easy transfer to another organisation. Where it is technically feasible you may request that the information be transferred directly between organisations. Once the request is made, the information should be provided to you within 1 month.

Right to be forgotten

You have the right to have the information we hold on you deleted where the use of that information would no longer meet the requirements of the General Data Protection Regulation. Once the request is made, the information must be deleted within 1 month.

Where the information in question has been made public or transferred to a third party, we must also take reasonable steps to inform those third parties about the request for deletion including any links to, or copies of that personal information.

The above does not apply when it is necessary to keep the information in relation to legal proceedings, to comply with a statutory obligation, or to perform tasks in the public interest.

Privacy Notice

Right to rectification

You have the right to have inaccurate or incomplete information about you rectified and/or completed.

Right to object

In certain circumstances, you have the right to object to your personal information being processed. Depending on the legal basis for processing, this may either be an absolute right (e.g. direct marketing) or may be subject to CRHA being able to demonstrate compelling legitimate grounds which would override your own interests, or where the information is needed for the purposes of legal claims.

Right to restriction

You have the right to request that information is no longer processed (other than it being stored) in some circumstances, such as when we are dealing with the correction of any inaccurate information; where the processing is unlawful but you object to its erasure; or the information is no longer needed but you require the information to be kept for the purposes of a legal claim.

Right to withdraw consent

You have the right to withdraw consent to us processing your personal information at any time so long as the information is not part of a statutory or contractual requirement or obligation, we will advise you that complying with such a request may affect the quality of service we can provide to you. One example would be CRHA needing to know the composition of your family so that we can allocate a suitably sized property to you. You have the right to object to direct marketing from CRHA. This may include post-repair surveys, tenant satisfaction questionnaires, tenant profiling etc. You may withdraw consent at any time by writing to CRHA.

How you can see the information we hold about you

CRHA recognises its responsibility for protecting the privacy of your personal information. You have a legal right to see the personal information we hold about you. This is called a subject access request and by law we have 1 month to respond to you. We will seek to comply with your request but there may be some circumstances where it may not be possible to fully comply with your request, e.g. we may refuse or charge for requests that are manifestly unfounded or excessive. If your request is refused, we will write to you within 1 month to advise, you will then have the right to complain to the supervisory authority and to a judicial remedy.

Privacy Notice

How long does CRHA keep your information?

We have a document retention policy in place which outlines how long we keep different types of information for. This policy is regularly reviewed based around our legal obligations, our 5 operational requirements and good practice guidance issued by the National Housing Federation.

Information we collect via our website

We collect various types of information from visitors to our website. We do not pass on any personal information you have given us to any other site. The system will record information if volunteered to us by you, for example on the online forms. This will be treated as confidential. Our website contains links to other websites. This privacy policy applies only to our site. If you move to another site that collects information you should read their privacy statement.

Cookies

Our website uses cookies to display Google Maps and track visitors via Google Analytics. You can find out more about what this means and how to turn off cookies in your browser by visiting www.aboutcookies.org.

Concerns

You have the right to complain to the Information Commissioner's Office (ICO) if you think there is a problem with the way in which CRHA is handling your information. To contact the ICO, please call 0303 123 1113 or visit their website at <https://ico.org.uk>.

Contact us

The role of Data Protection Officer is carried out by the Governance and Business Services Manager, if you have any questions about the administration of your personal information, please contact us by telephone on 01208 892000, email us at info@crha.org.uk or write to Cornwall Rural Housing Association, 19 Callywith Gate, Launceston Road, BODMIN PL31 2RQ. This privacy notice and any future updates will be available at www.crha.org.uk. CRHA is a charitable housing association and is a registered society under the Co-operative and Community Benefit Societies Act 2014. If you wish to submit a subject access request, please contact the Data Protection Officer.

Your Rent and how to pay

CRHA lets its properties on weekly tenancies.

Your rent is payable in advance on the Monday of the week in which it is due.

When you become one of our tenants, you will automatically receive an Allpay card. This gives you a choice of how and where to make payments to CRHA.

The Association will send you a quarterly statement of your rent account. We can also send you a statement any time you request one.

The statement will list all payments made and show any arrears or credits on your account. Please check it carefully and contact us immediately if there are any discrepancies or if you find it difficult to understand.

If you are not sure about any aspect of your rent or if you have any difficulties with payments, please contact the Association.

Bank Name CAF Bank

Sort Code 40-52-40

Account no 00025669

Please make sure you quote your tenant reference number.

Ways to pay

•**PayPoint** - you can use your Allpay card to make payment at any Post Office or any retail outlet displaying the PayPoint logo. After making a payment you will be issued with a receipt which you should keep in a safe place and check against the rent statements we send you each quarter.

•**Mobile Text** – you can pay your rent by mobile SMS. Once you have registered for this service online at www.allpayments.net/textpay you will be able to make direct payments by debit or credit card simply by texting the amount you wish to pay.

•**Online Payments** – you can pay your rent by debit or credit card online at www.allpayments.net.

•**Telephone Payments** – you can pay your rent by debit or credit card by telephoning 0844 557 8321. You will need to have your Allpay card to hand.

•**Via the My CRHA** – you can pay your rent by debit or credit card by logging onto your “My CRHA” account.

•**Direct Debit** - is a quick and easy way to pay, direct from your bank or building society account. If you want to set up a direct debit, please call our office on 01208 892000 for further details.

•**Internet Banking** - you can pay your rent via on-line banking. CRHA's bank details are:

Housing Benefit

Housing Benefit can help you pay your rent if you're unemployed, on a low income or claiming benefits. It's being replaced by Universal Credit.

You can only make a new claim for Housing Benefit if either of the following apply:

- you have reached [State Pension age](#)
- you're in supported, sheltered or temporary housing

If you are entitled to Housing Benefit you can ask for it to be paid direct to us. Many customers on Housing Benefit find this arrangement more convenient for them.

Please remember that if you are entitled to Housing Benefit it is still your responsibility to ensure that your rent is paid on time, even if the benefit is paid direct to us.

This means that you should make sure that you have made a proper claim for benefit and supplied all of the information required for your claim to be processed, that your claim is renewed at the appropriate time and that any queries with payments are dealt with promptly.

You will also have to make arrangements to pay any rent or service charge not covered by your benefit entitlement.

To make a claim for housing benefit please contact Cornwall Council.

[Housing benefit - Cornwall Council](#)



Universal Credit

Universal Credit

Universal Credit (UC) is a **benefit for working age people who are on a low income or out of work**. It can also include amounts for housing and for raising children. It's paid monthly

UC is paid to you direct. Please ensure CRHA is kept informed about your claim. It is your responsibility to make sure you pay your rent as required in terms of your tenancy agreement, i.e. weekly in advance.

How to claim

You can apply for Universal Credit online.

You need to create an account to make a claim. You must complete your claim within 28 days of creating your account or you will have to start again. Your claim starts on the date you submit it in your account.

If you live with your partner, you will both need to create accounts. You'll link them together when you claim. You cannot claim by yourself.

If you cannot claim online, you can claim by phone through the Universal Credit helpline.

To make a claim for UC please contact:

[Universal Credit: How to claim - GOV.UK](https://www.gov.uk/universal-credit/how-to-claim)

DWP

Department for
Work and Pensions

UC
*Universal
Credit*

Rent Arrears

This section sets out the procedures that may be adopted in situations where rent arrears occur. However, we recognise that each situation deserves to be dealt with on an individual basis and the range of procedures set out here will be applied only as appropriate. It is essential that you pay your rent. **Failure to pay rent may lead to legal action and you are putting your home at risk.** If you have problems in meeting your rent payments, you must contact us immediately.

Rent is CRHA's main source of income and it helps to pay for a good quality housing management and repairs service to all tenants. **It is a condition of your tenancy and your responsibility to ensure that rent is paid both regularly and in advance.** If this is not possible we will respond promptly to help alleviate more serious problems and arrange for the payment of any arrears.

This section explains:

- What we will do at the beginning of each tenancy to advise new tenants on rent payments.
- How we will respond if rent payments are not made.
- What action we will take to prevent rent arrears from increasing if they occur.
- How the legal process for dealing with rent arrears works.

At all stages we will endeavour to act promptly and correctly to situations of non-payment of rent. We will treat all information in a sensitive and confidential manner, advising you in advance of what action is proposed. We will give you every opportunity to discuss the matter with us or to obtain independent advice.

At the start of your tenancy

When you start your tenancy, we can help to make an initial assessment of your entitlement to housing benefit or Universal Credit. This may cover all or part of your rent. Until your claim has been assessed actual figures cannot be confirmed but we can give you an idea of how much your own contribution is likely to be.

All housing benefit payments and/or universal credit payments you receive are intended to help you with rent payments so they should be paid to the Association immediately.

You will be advised of the various methods of paying your rent, e.g. using an Allpay card, direct debit etc. We will also explain that you have the facility to have any entitlement to housing benefit paid direct to CRHA.

Rent Arrears

What happens if rent is not paid?

If for any reason you are unable to keep up-to-date with your rent payments, you should contact us immediately. We will arrange to visit you to discuss the situation in a sensitive manner to identify the reason for non-payment. We will also provide you with any relevant advice on welfare benefits etc.

You will be expected to make an arrangement for the payment of the arrears.

We are aware that rent arrears often occur because customers on low incomes must meet other debts, e.g. electricity, water or gas charges. We may be able to refer you to specialist organisations for independent advice.

Whatever the reason for non-payment of rent, it is important that once an arrangement is made for repayment it is strictly maintained. If agreements to pay rent arrears are not kept, or rent arrears continue to increase, the Association will be forced to consider further action.

Housing Benefit & Universal Credit

It is possible that when you accept a property from CRHA you will be eligible for housing benefit or Universal Credit. However, because of delays in the assessment of your application, rent arrears may accrue on your account.

The Association will be sensitive to this situation, but we may be forced to start legal procedures if the arrears reach a high level and you have failed to supply the housing benefit department or DWP with the information it requires to assess your entitlement.

We will generally apply to have housing benefit or Universal Credit paid direct to us if the arrears are the equivalent of eight weeks rent or more.

It remains your responsibility to ensure that the rent is paid. It is important that you continue to contact Cornwall Council for the payment of your housing benefit or Department of Work and Pensions for payment of your Universal Credit and that you keep us regularly informed, particularly if there is any change in your personal circumstances. It is also your responsibility to ensure that any claim is renewed at the appropriate time.

When your housing benefit or Universal Credit is received it should be immediately paid into your rent account.

Rent Arrears

The Legal Procedure

If there are arrears on your tenancy we may consider taking court action, particularly if you have not kept to a previously agreed arrangement. This may ultimately lead to your eviction.

The first step in this process involves the issuing of a Notice of Seeking Possession (NSP). The NSP gives you 28 days to arrange to pay the arrears. If you receive an NSP it is vital that you contact us or an independent agency for immediate advice.

The NSP remains valid for 12 months after it has been issued and at any time during that period the Association can apply to the County Court for a hearing unless the account is clear. You will be notified in advance of the date of the court hearing, and it is important that you attend.

Court Action

If you are in rent arrears, the County Court will be asked to give the Association a Possession Order on your home which will allow us to evict you.

This order may be suspended which will allow you to remain in your home, provided you keep to the terms of payment which the court has set. You will also have to pay the costs of any court action taken.

The Court Order will be valid until the arrears are cleared and the costs paid.

Eviction

If the Court suspends the Possession Order it is vital that you keep to the terms of the Order for the repayment of the arrears. If you fail to comply with the Court Order the Association can, without a further hearing in Court, request the court bailiff to take possession of your home. In these circumstances the Association will not provide you with alternative accommodation.

IF YOU ARE FINDING IT DIFFICULT TO PAY YOUR RENT PLEASE CONTACT US FOR ADVICE AS SOON AS POSSIBLE.

You may also wish to get independent advice from a Citizens Advice Bureau, a housing aid centre or a solicitor.

Changes in Rent

We will not increase your rent more than once a year and we will always give you notice of at least one month of any proposed changes in the rent. The notification will always tell you how much the new rent is and the amount of any service charge payable.

If you are not happy with any proposed increase you have the right to refer the matter to a Rent Assessment Committee to have a market rent determined. The Association will then charge the rent determined by the Rent Assessment Committee.

How your rent is fixed

CRHA sets its rents in accordance with any regulatory or legislative requirements, while ensuring that our rental income is sufficient to cover our operating costs and that rents remain as affordable as possible.

Social Rents - Rents on existing (pre 2014) properties

Social Rents are set in accordance with Government guidelines. They are often approximately 60% of local open market rents.

“Affordable Rents” - Rents on new properties

CRHA ensures its homes that are let on affordable rent terms are made available at a rent level of up to 80% of gross market rents, inclusive of service charges where these are applicable. If the “affordable rent” is higher than the Local Housing Allowance (LHA) then the rent may instead be set at the LHA.

Service Charges

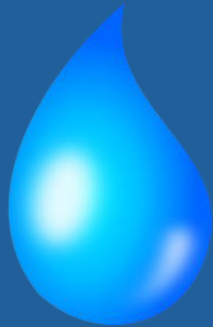
The Association may provide you with certain services such as maintenance of septic tanks, sewerage pumps etc. for which you may have to pay a Service Charge.

If a service charge is applicable, you will be entitled to receive information regarding what the charge covers and how much it costs the Association to provide the service.

Utility Costs

Council Tax, Water and Fuel Charges

- You are responsible for paying the Council Tax and any water and fuel charges for your property.
- You should notify the relevant local authority, South West Water and the electricity /gas supplier of the date you move into your property.



Problem paying a bill

- If a gas, water or electricity bill arrives and you cannot afford to pay, contact the relevant company immediately.
- If you arrange to pay off the amount in regular instalments, your supply will not be cut off.
- Remember to let whoever you speak to know if you are on any income-related benefits and if you have children under 11, or if anyone in your house is of pensionable age.
- Further advice is available from the Citizens Advice Bureau.

Help available with paying your energy bills

Warm Home Discount Scheme

You might be able to get £150 off your electricity bill under the Warm Home Discount Scheme if you're either:

- getting the guarantee credit part of Pension Credit
- on a low income

Check with your supplier to see if they offer the Warm Home Discount - not all suppliers are part of the scheme. If you've applied for the Warm Home Discount but you switch supplier before you get the payment, you have to apply again with your new supplier. Your new supplier might have different rules about who gets the discount. This doesn't affect you if you get the discount automatically, without having to apply. To find out more about the [about the Warm Home Discount Scheme](#) on GOV.UK.

Grants to help pay off your energy debts

If you're in debt to your energy supplier, you might be able to get a grant from a charitable trust to help pay it off. The following energy company offer grants and schemes that are **open to anyone** - you don't have to be a customer:

- [British Gas Energy Trust](#)

There are also companies who offer grants specifically **for their customers**:

- [npower Energy Fund](#)
- [Scottish Power Hardship Fund](#)
- [Ovo Energy Fund](#)
- [E.on Energy Fund](#)
- [EDF Energy Trust](#)
- SSE (Southern Electric) Priority Assistance Fund - check if you're eligible by calling 0800 072 8616

When you apply for a grant, you'll have to provide detailed information about your financial situation in your application. It could take a while to complete, and it might be worth getting help applying. The charity [Charis Grants](#) can help you with the application. Alternatively, you can get help from an adviser at [Citizens Advice](#). Before you apply, please note Charitable trusts like you to show that you have received [debt advice](#) before you apply. Debt advice can help you manage your debts and increase your chances of making a successful application.

Extra help from your energy supplier

You might be able to [get extra help and support from your energy supplier](#) by signing up to the Priority Services Register. You can sign up if you're a pensioner, disabled or sick, or if your energy network considers you 'vulnerable'.

- They would be able to help you with things like:
- reading your energy meter
- moving your energy meter free of charge
- getting your bills sent or copied to someone else, eg a carer

Help available with paying your water bill

If you're finding it hard to pay the full cost of your bill, South West Water offer [payment plans](#) which will help spread the cost of your bill and allow you to pay more regularly. If you're not on a meter you may find having a meter installed would be more beneficial, South West Water have a [water calculator](#) to help work out what your bill would be.

[WaterSure Tariff](#) – You may qualify for this if:

- You are on a meter (or an assessed charge if a meter cannot be fitted)
- You or someone in your house receives any of the following benefits or tax credits:
- Income Support
- Income-based Jobseeker's Allowance
- Income-based Employment and Support Allowance
- Housing Benefit
- Child Tax Credit (other than just the family element)
- Pension Credit
- Working Tax Credit
- Universal Credit
- You have 3 or more children under 19 years old living in the house for whom you're receiving child benefit or you or someone living in your house has a certain medical condition that means you have to use extra water.

You can apply by completing a [WaterSure Application Form](#) and returning it, along with your supporting documents (listed within the application form) to: WaterSure, PO Box 643, Exeter EX1 9ND

[WaterCare Tariff](#) – You may qualify for this if you're on a very low income and receive a means tested benefit. The WaterCare tariff has been designed to help you if you have a very low income.

South West Water can reduce your water and sewerage charges, if you meet these conditions:

You are on a meter or on assessed charges and you or someone in your house receives one of the following means tested benefits:

- Housing benefit
- Income support
- Income based Job Seeker's Allowance
- Income based Employment and Support Allowance
- Pension Credit (guaranteed element)
- Universal Credit (housing element or standard allowance element)

Your equivalized income will also be assessed. <https://www.southwestwater.co.uk/frequently-asked-questions/bills/what-is-the-watercare-tariff/>

You can apply by completing the [WaterCare Application Form](#) and returning it, along with your supporting documents (listed within the application form) to: FREEPOST WATERCARE TARIFF (no address details needed).

If you're struggling to pay call South West Water Debt Helpline on 0800 0830 283.

Property Information

Repairs

CRHA aims to carry out its repairs quickly and efficiently.

Some repairs are your responsibility and some are CRHA's.

You must report any repair which is the CRHA's responsibility.



What repairs are CRHA's responsibility?

- Repairs to the structure and exterior of the building (for example, the roof, walls and floors)
- The upkeep of gutters, pipes and drains.
- The repair of baths, toilets, sinks and basins.
- Electrical wiring, gas piping, fitted heaters, radiators and water heaters.
- A full list of CRHA's responsibilities is included in your Tenancy Agreement.

What repairs are your responsibility?

Here are some examples for which CRHA is **not** responsible

- Fixtures and fittings such as curtain rails.
- Cookers.
- Light bulbs and fuses.
- Keeping drain gullies clear of leaves and other debris.
- Replacing broken panes of glass.

Remember: you will have to pay for repairing anything damaged by you, by members of your household or by visitors to your property.

Property Information – Emergency Repairs

- This includes any repair required to avoid a danger to personal safety or serious damage to buildings.
- Examples of emergency repairs include:
- Total failure of heating system between October and April
- Total loss of hot water supply for more than 24 hours
- Total loss of electricity to your property (but please contact Western Power Distribution to check if there are supply problems in the area on 0800 6783 105)
- Total loss of water supply to your property (but please contact the water supplier to check if there are supply problems in the area. Cornwall – South West Water 0344 346 2020, Isles of Scilly Council – 01720 424400)
- Serious plumbing leak causing damage to property
- Serious roof leak causing damage to property
- Loose roof tiles, gutters or drainpipes (where dangerous)
- Blocked toilet (where there is only one in your property)
- Blocked drains and sewers (where there is a risk of flooding)
- Broken window glass where accessible to passers-by (please supply crime number)

- Damage to external doors and ground floor windows rendering the property insecure (please supply crime number)
- Defective man-hole covers (where dangerous)
- Walls or fences in a dangerous condition
- Gas leaks should be reported to the National Gas Emergency Service 0800 111 999

If an emergency repair occurs during office hours, contact the CRHA office immediately.

If an emergency repair occurs when the CRHA office is closed, please telephone our out of hours team on: 0844 892 0013.

If you cannot get any satisfactory response, you may contact a local tradesman for emergency assistance.

If you have to contact the fire brigade, South West Water or an electricity or gas supplier, you must inform the Association as soon as possible. You will have to pay for any work carried out which is not essential.

How to report a repair

You can:

- telephone the office on 01208 892000
- email repairs@crha.org.uk
- call in or write to
Cornwall Rural Housing Association
19 Callywith Gate
Launceston Road
Bodmin Cornwall PL31 2RQ
- use the Contact Us page on our website <http://crha.org.uk/contact-us/>
- Use of social media platforms
- Use the customer portal “My CRHA”
- Advise the tenancy management officer when on customer visits

Access to the Property

- When reporting a repair, you must tell us when you will be in or supply a contact telephone number which can be used to make an appointment with you by the contractor.
- Always ask to see some proof of identity before letting anyone into your house.



When will the repair be carried out?

- **Emergency Repairs:** will be responded to within **24 hours** of being reported.
- **Urgent Repairs** (where health and safety are not at risk): will be responded to within **5 working days** of being reported.
- **Other repairs (routine):** will be responded to within **one month** of being reported.

We try to deal with all repairs quickly but sometimes we may be busier than usual (for instance after bad weather). If your repair is not done in a reasonable time, you should contact the office. Inform us of when you first reported the repair and to whom.

Doing your own repairs

CRHA tenants may be able to carry out some repairs to their homes themselves and have the cost of materials reimbursed.

Permission in writing **MUST** be obtained from the Association before any work is done.

The Association will co-operate all it can with those customers wishing to do some of their own repairs, but permission cannot be given in all cases.

Condensation

Condensation

During the colder months condensation becomes a major problem in many British homes.

It is caused when warm, moist air hits a cold surface such as a window or external wall and condenses, running down the cold surface as water droplets. If left, this can develop into black mould which looks and smells bad and can cause health problems as well as thousands of pounds worth of damage to clothes, furniture, books, shoes and decorations.

Condensation can be a problem in any property no matter its age. It is often worse in homes that have been modernised as ventilation and the circulation of air is reduced.

Controlling ventilation and air circulation around the home is very important in the prevention of condensation because this allows moisture filled air to escape to the outside, preventing future problems inside your home.

DID YOU KNOW?

- A family of four can add moisture to the air equivalent to 30 to 40 litres of water a week just by breathing
- Showering, cooking, bathing and washing can add 15 to 20 litres a week
- Drying clothes indoors can add 10 to 15 litres a week

Top tips to reduce condensation

1. In cold weather try and keep temperatures between 18-21°C in the main living areas whilst indoors.
2. Do not block airbricks or vents.
3. To kill and remove mould wipe down wall and window frames with a fungicidal wash, which carries a Health & Safety Executive approved number.
4. Dry washing outside whenever possible.
5. Do not dry clothes on radiators. This will make your boiler work harder to heat your house and cost almost as much as using a tumble dryer, whilst creating a lot of condensation.
6. If you have to dry clothing indoors and do not have a tumble dryer, place clothes on a drying rack in a room where a window can be opened slightly and keep the door closed.
7. Always keep window trickle vents open.
8. Use kitchen extractor fan when cooking and put lids on saucepans to reduce steam.
9. Ensure any household furniture is not placed directly next to any external walls.
10. Take cooler shorter showers or if using a bath fill with cold water first then add hot water.

Damp

Rising Damp

Rising damp is caused by a failed or 'bridged' damp proof course. This allows moisture in the ground to rise through the ground floor walls of your home, sometimes to the height of one meter. You can usually identify rising damp because it is associated with a tide mark at the edge of the area of damp caused by salt deposits.



Penetrating Damp

Penetrating damp is classed as any water that finds its way inside from the outside. It can occur at all levels of the building and is usually higher up.

Overflowing gutters, missing roof tiles, leaking pipes and downspouts, badly fitting windows/doors and damaged pointing, cladding or flashing or render as well as covered air bricks can all be a source of penetrating damp.



Decorations and Alterations

- We will decorate the outside of your home regularly. We will also re-decorate any area affected following our repairs. If you wish to decorate the outside of your home yourself, you must ask CRHA for permission in writing before commencing work.
- It is up to you to decorate the inside of your home. This should be done to a reasonable standard and as often as necessary to keep the premises in good decorative order.
- You must not paint or paper inside walls of new properties for at least **twelve months** after construction.
- Before you do any alterations or improvement work you **must** get written consent from CRHA. We must make sure you will not damage your home or make it unsafe, that the work will be carried out competently and that it will not involve the Association in any expense.
- Improvement work covers building extensions, knocking down walls and putting in central heating.

Check before you start any work.



Safety in your home

Most of the accidents which occur in the home can be avoided if you follow these simple rules:

Electricity

- Switch off all appliances not in use.
- Make sure all plugs are wired correctly and that the whole flex, not just the leads, is gripped by the clamp in the plug.
- Ensure that the fuse in the plug is of the correct rating for the appliance it is connected to.
- Check flexes regularly, never use damaged ones and do not run them under carpets or rugs.
- Your home will normally have circuit breakers instead of fuses. Circuit breakers are switches which automatically switch off in circumstances when a fuse would have blown. Reset the switch to “on” after disconnecting the appliance which caused the problem. If the circuit breaker continues to switch off, contact the Association.

Gas

If you smell gas and think there is a leak, turn off the gas at the meter and call the National Gas Emergency Service 0800 111 999.

- Put out cigarettes.
- Do not use a match or naked flame to find the leak.
- Avoid using electrical switches.
- Open doors and windows to get rid of the smell.
- Check to see if a gas tap has been left on or a pilot light blown out.

Fire (Precautions)

- Use a guard in front of an open fire when there are children or elderly people about.
- Never leave a chip pan unattended. If you must leave the kitchen, turn off the heat.
- Do not hang clothes over or around fires, heaters or cookers.
- Do not prop open fire doors or interfere with their closing mechanisms.
- Do close all doors at night.
- Keep matches away from children.

Fires

- If a chip pan catches fire - Turn off the heat, cover the pan with a damp cloth or lid to smother the flames.
- If someone's clothing catches fire - Lay the person on the floor, roll them up in a rug or curtain to put out the flames and call an ambulance.
- If your home catches fire - Close the door of the room where the fire started if you can. Make sure everyone leaves the house and call the fire brigade.

Safety in your home

Frost Precautions

- Before winter, check that all water pipes and tanks in the roof or outside are lagged and report any that are not to us.

To avoid the possibility of freezing:

- Make sure taps are turned off at night.
- If you have central heating, leave radiator valves slightly open, or set the room thermostat to about 50° F (10° C) if you are out during the day.
- Report any dripping taps or running overflows immediately.

If, despite precautions, the pipes freeze, or you have a burst pipe:

- Turn off the main stopcock and switch the immersion heater off. *(The main stopcock is usually under, or near, the kitchen sink. Make sure that you know where it is. If in doubt, ask us).*
- Turn all hot and cold taps on to drain as much water off as possible.
- Report the problem to us as soon as possible.
- If you are going away in the winter, please let us know in case of any emergencies.

Keys

- CRHA does not keep spare keys to your home. You will have to pay for any work if you lose your key and the lock must be changed or forced.

Falls

- Sixty per cent of deaths from accidents in the home are the result of falls. You can help to guard against this type of accident by following a few simple rules.
- Do not polish under carpets or rugs.
- Make sure stairs and landings are well lit and that they are kept clear.
- Put guards at the top of the stairs and on upper floor windows if you have small children.
- Wipe up any liquids spilt on the kitchen floor immediately.
- Repair or cover any holes in your carpets or lino to avoid tripping.
- Make sure your stair carpets are securely fixed.

Security

- When you go out, close all windows and lock both front and back doors.
- Never leave your door key under the door mat or hanging on a string behind the letter box. Thieves always look in these places.
- Some people leave a window open a few inches. Burglars find this useful too.
- Check the identity of all callers before you let them in.
- Always cancel newspaper and milk deliveries when you go away.

Insurance

Your insurance

- It is important to take out insurance on all your possessions in your home. Insurance will pay for losses caused by fire, theft and flooding etc.
- If you shop around for a good deal, you will find that the cost of insurance is quite low compared with the money it may save you. It is often possible to spread the cost by paying weekly or monthly.
- The National Housing Federation offer 'My Home' contents insurance. A few of the key benefits include:
 1. No excess to pay
 2. No premium increase as a result of a claim
 3. Cover for loss and theft of keys as standard
 4. "Pay as you go" – no need to have a bank account
 5. No lengthy contract
 6. Extremely low premiums
 7. No fuss, quick and easy to apply either via the post or over the telephone.

Our Insurance

CRHA is insured for injury or damage directly caused by our negligence. We are also covered for fire or storm damage to any of our buildings.



Asbestos

What is Asbestos?

Asbestos is a general name given to several naturally occurring fibrous minerals that have crystallised to form fibres. Asbestos fibres do not dissolve in water or evaporate, they are resistant to heat, fire, chemical and biological degradation and are mechanically strong.

General Information Asbestos:

There are 2 sub-groups; serpentine (white asbestos) and amphiboles (including blue and brown asbestos) of which serpentine was the more commonly used prior to use being banned asbestos was used in many products including insulation material for buildings, boilers and pipes; car brakes and floor tiles the importation, supply and use of all asbestos has been banned in the UK since 1999; the amphibole type has been banned since 1985.

- ***amphibole (blue and brown) asbestos is much more hazardous than serpentine (white) asbestos***
- ***asbestos is not considered harmful when in large pieces and undamaged***

When damaged, asbestos can release smaller fibres that can be breathed in or swallowed. Breathing in asbestos can lead to a condition called asbestosis that leads to an increased susceptibility to cancer. Asbestos has been classified as being carcinogenic to humans

Where is Asbestos likely to be found in the home?

Asbestos may be found in slates, corrugated cement sheeting, soffit boards, gutters/downpipes, chimney flues, water tank trays, textured decorative coatings, wall and bath panels, plastic wall tiles, toilet seat and cistern, open fire/room heating and pipe ducting.

How does CRHA manage asbestos?

Asbestos is not a problem if it is left alone and is undamaged. If it does become damaged or its condition deteriorates, it presents a risk. Asbestos can be dangerous if it is damaged or disturbed by drilling, sawing, sanding or scrubbing, as asbestos fibres are released into the air. CRHA has specialist surveyors to undertake surveys to its properties to determine and record if there are any ACM's (Asbestos Containing Materials) or presumed ACM's present, its type, its location and its condition. Where there are ACM's identified or presumed, a routine programme of surveys take place which continues to check that the asbestos is in a safe condition. CRHA also undertakes asbestos surveys to its properties prior to any refurbishment or improvement works being carried out to identify the locations of materials suspected to contain asbestos. CRHA will notify customers when their home is due for survey, and their Asbestos Surveyor will make appointments to arrange access requirements. The survey will be completed in a single visit.



The Tenancy Agreement you signed when you moved into your property sets out your rights and responsibilities as a tenant/s and also our obligations as your landlord.

The following pages are intended to help you understand what is in your Tenancy Agreement, but if you require any further information, please let us know.

You will also be able to receive independent advice on your position as a tenant/s by contacting a Citizens Advice Bureau or a housing advice service such as Shelter.

If your tenancy is a Joint Tenancy, the term tenant applies equally to each Joint Tenant.

Each Joint Tenant individually has the full rights and responsibilities set out in the Tenancy Agreement.

CRHA offers two types of tenancy agreement (assured non-shorthold tenancy agreement and an assured shorthold fixed term tenancy agreement).

The assured non-shorthold tenancy agreement is a tenancy for life unless terminated or is ended by a Court Order.

The assured shorthold fixed term tenancy agreement is granted for a term six years in total. The first year is an introductory period and if satisfied will then run for a further five years.

The reasons why CRHA may or may not grant another tenancy on the expiry of a fixed term tenancy, in the same property or in a different property, including the appeal process is explained on the issue of the tenancy and discussed when the tenancy is due for review.

Conditions

Altering the Agreement

Except for any changes in Rent or charges, your Tenancy Agreement can only be altered with the consent in writing of both you and the Association.

Keeping a pet

We ask you to request the Association's permission in writing if you wish to keep any household pet.

This permission will not be unreasonably withheld.

Where permission is given, it is essential that the pet does not cause a nuisance to your neighbours and is kept under control at all times. You will not be allowed to keep any pet that causes a nuisance.

Drugs

The illegal use of drugs on our premises will be taken as a serious breach of the tenancy agreement and possession proceedings will be considered if a tenant or person residing in the premises is convicted of such an offence.

Refuse Storage

In Cornwall household rubbish is collected weekly and collections begin from 7:00am. Please make sure your rubbish is out by this time. Put it at the boundary of your property, as close to the public highway as possible. Further information can be obtained from the [Cornwall Council website](#).

The Council of the Isles of Scilly provides a range of household and commercial [waste](#) and [recycling](#) collection and disposal services.

It is your responsibility to contain your rubbish in a suitable manner and keep the area clean and tidy. The task will be much easier if all refuse is wrapped before being placed in the bin or bag.

Large items of rubbish such as old furniture, toys or prams can be removed by arrangement. Please contact your relevant local authority

- Cornwall Council 0300 1234 141
- Isles of Scilly Council 01720 424450 infrastructure@scilly.gov.uk

Conditions

Noise

Please remember that if you make a lot of noise, you will disturb your neighbours.

When windows are open, especially during hot weather, remember that sound from your television, radio or music player travels, so keep the volume down. There are certain noises which tend to carry through the structure of the building, for example, low notes from speakers standing on the floor or secured to walls.

Roadways

Do not block local roadways and any other vehicular access. Keep them and car parking spaces clear from unroadworthy vehicles and other obstructions. Only legal motorised vehicles may be parked. No caravans, trailers, commercial vehicles or boats are permitted on the development.

Gardens

You are responsible for keeping the external areas of your home tidy and for the cultivation and maintenance of garden areas.

Where gardens are not maintained by the tenants the Association may undertake this work and recover the cost from the tenant.

If you want to put up a shed, greenhouse or other construction you **must** put the request in writing to us and obtain our permission before any work can commence.

Pest Control

From time to time, homes can get infested by various pests, which may include mice and rats, ants, wasps, fleas and other insects.

You are responsible for making sure that your home and garden are free from pests at all times. If you discover any pests, you should contact a pest control specialist to treat them (you can find details in the phone book or online).

Loft spaces

The loft space in your property has not been designed for storage. Please do not store items in your loft or roof space.

Lodgers and sub letting

Can I Take In A Lodger?

You have the right to take in a lodger if you so wish, but you must inform us of the name, age and sex of the intended lodger before allowing them to move in.

Remember, you must not allow your home to become overcrowded.

Sub letting

You cannot grant a sub tenancy of the premises or any part of the premises.

Conditions

Moving Out

- Your tenancy may be ended on a Monday provided you give us one month's notice in writing.
- For example, if you give us notice on Monday the 1st you would need to return the keys to us on Monday the 29th.
- You must return all keys to the property to us by 12 noon on the date your tenancy ends. Your tenancy will not be terminated until you return the keys to us.
- Even if you have given the required notice in writing, we will continue to charge rent until we receive the keys.
- You must leave your house in a good and clean condition. You will be charged for any repair or redecoration that is needed.
- You must remove all your furniture and property leaving the dwelling empty. We will pass on the cost of removing any items left behind to you.
- Please ensure you take meter readings to avoid having to pay for any electricity, gas or water used by the next tenant. Remember to have the telephone disconnected. Please give us your forwarding address so that we can send on any mail.
- Any customers leaving properties fitted with oil-fired central heating must make sure that they leave at least as much oil in the storage tank as was there when they moved into the property.

Mutual Exchanges

All CRHA tenants have the right to exchange their home with a tenant of a council or another housing association.

You may advertise your property on Homeswapper (www.Homeswapper.o.uk) and CRHA can help you with the costs of advertising.

We encourage mutual exchanges, but you will need to have our written agreement before you can move.

We will not agree to your request if:

- We have a court order for possession of your property, or we have already issued a Notice of Seeking Possession.
- Your home is much too large or small for the person you wish to exchange with.
- You live in a home which has been specially adapted or designed to suit a physically disabled person and the person you wish to exchange with is not disabled.
- Sometimes we may agree to your request only if you meet certain conditions. These conditions will only be made if you have broken your tenancy agreement in some way - it maybe you owe rent or have damaged your home. The conditions would probably be that you pay the rent you owe or repair the damage before you can exchange your home.

CRHA will reply in writing to your request to exchange within six weeks of your request. If we refuse your request, we will clearly state our reason for saying no.

We are also bound by any planning or other restrictions on who can occupy our homes. This means that you will probably only be able to arrange an exchange with someone **who has some connection with the village or parish in which you currently live.**

CRHA will not carry out any extra repairs or decorations because you are exchanging homes, and properties should be accepted as seen.

Conditions

Transferring to an alternative property

We hope the property you live in now is suitable for your needs. If your circumstances change we will consider your request for a transfer. We cannot transfer everyone who wants to move because of the demand for certain types of home. We will give priority to those who most need to move.

When we decide who gets priority for a transfer we will take a number of things into consideration, including health and personal reasons and the size of your present home.

You will also need to register with your relevant local authority

FOR PROPERTIES LOCATED IN CORNWALL CONTACT -

- Telephone – Cornwall Council on 0300 1234 161
- Email - info@cornwallhousing.org.uk
- Website - <https://www.cornwall.gov.uk/housing/homechoice-housing-register/>

FOR PROPERTIES LOCATED ON THE ISLES OF SCILLY CONTACT -

- Telephone - 01720 424440
- Email - housing@scilly.gov.uk
- Website - <http://www.scilly.gov.uk/community-safety/housing-1>

If you require further information about a transfer or wish to register on our interested parties list, please contact our office.

Who can succeed to your tenancy?

If a joint tenant dies the tenancy will be transferred into the sole name of the surviving joint tenant(s).

If a sole tenant dies the tenancy will normally end. However, a surviving spouse, civil partner, or other partner who is living at the property as their only or principal home at the time of the tenant's death can have the tenancy transferred into their name.

If there is another member of the tenant's family who has lived at the property for at least 12 months prior to the death of the tenant and was occupying the premises as their only or principal home at the time of the tenant's death then they **may** be able to have the tenancy transferred into their name, providing there is no surviving spouse.

Any claims for succession must be made in writing within one month of the death of the tenant.

Right to Consultation

CRHA will always consult the tenant/s before making any changes in matters of housing management or maintenance that are likely to have a substantial effect on the tenant/s.

Conditions

Anti-social Behaviour

CRHA defines anti-social behaviour as:

Conduct which can cause nuisance or annoyance to any person; or

Conduct which uses or threatens to use housing accommodation owned by CRHA for an unlawful purpose.

Example of anti-social behaviour could include:-

- Noise nuisance
- Intimidation and harassment
- The fouling of public areas
- Allowing garden areas, parking bays, etc. to become untidy
- Aggressive and threatening language and behaviour
- Actual violence against people and property
- Hate behaviour that targets members of identified groups because of their perceived differences
- Using homes to sell drugs, or for other unlawful purposes
- Tenants of CRHA are responsible not only for their own behaviour but also for the behaviour of people who live with them or visit them.

Harassment

What is harassment?

Harassment can take many forms. It includes slogans daubed on walls; abuse used in arguments; rubbish dumped on doorsteps; stone throwing; abusive literature sent through the post; wilful damage to property or physical attack, etc. Some neighbour disputes may also stem from, or lead to, incidents of harassment.

Harassment is a ground for eviction.

In the Tenancy Agreement a clause is included which places an obligation on tenants not to harass or cause a nuisance to neighbours. We are prepared to take court action against those who break their tenancy agreement in this way - action which could lead to eviction if harassment is proved.

What to do if you believe you are being harassed:

- Contact your local Police Station immediately.
- Report any incidents to CRHA, preferably (but not necessarily) by letter. Ask for an interview with your Housing Officer.
- Do **not**, on any account, give up your accommodation without consulting CRHA.

Conditions

Domestic Abuse

Domestic violence committed by a tenant, a visitor or family member in social housing falls within CRHA's definition of anti-social behaviour and will be treated very seriously.

Violence in the home

If you are a victim of violence in the home or you are suffering sexual abuse or any other form of harassment, please contact us and we will do our best to help you. We also work with the Domestic Violence Team and have made a commitment to the Chartered Institute of Housing (CIH) by signing their pledge to 'Make a Stand'. Our Head of Homes and Customers is also Domestic Abuse, [Stalking](#) and [Honour Based Violence](#) (DASH) trained.

Racial Harassment

Racial harassment is treated as a very serious issue by CRHA. We will take every possible step to eliminate it. Racist behaviour will not be tolerated, and firm action will be taken against those involved or responsible for it.

Racial harassment can take the form of offensive or aggressive verbal remarks, physical violence or threats of violence towards people or their homes because of their race, ethnic origin or colour.

A racist incident is any incident that the victim or any other person believes to be racially motivated.

Anti-Social Behaviour Policy

CRHA believes that everyone has the right to live the way they want as long as it does not spoil the quality of life of others. This means being tolerant, accepting and respecting the needs and choices of other people.

CRHA recognises the right for tenants to enjoy the lifestyle of their choice, providing that they do not cause a nuisance to their neighbours and they do not cause damage to CRHA's property.

CRHA aims to;

- Provide good quality housing;
- Respond appropriately to any issues that may undermine its work;
- Situate our homes in peaceful and secure locations where people want to live.
- Maintain this position by working with residents and other agencies to:
- Take action to stop anti social behaviour and harassment of any kind;
- Respond to complaints quickly and in an efficient, sensitive and consistent manner;
- Offer support to the victim and take action against those responsible.

Our policy applies to anyone who has a right to live in a CRHA property, those living in any other property in the neighbourhood and anyone else lawfully in such property or in the locality, e.g. working or using local facilities.

Wherever possible, we will encourage and help residents to solve their differences themselves. This is often the best way of solving a problem, as often people don't realise, they are causing a nuisance until it is pointed out to them. However, we will get involved and work actively with residents to tackle the problem whenever anti-social behaviour or harassment is serious and persistent.

CRHA will work in partnership with police, local authorities and others to reduce the incidence and impact of anti-social behaviour.

What will CRHA do?

- We will make it easy to report incidents, we will listen to and take all reports of anti-social behaviour seriously and deal with them promptly.
- We will ensure confidentiality and get the victim's agreement before either speaking to the person alleged to be causing the nuisance or harassment or contacting other agencies.
- We will give advice and talk through the options for effective action with the victim.
- We will carry out what we agree should be done and keep residents informed of progress.

How to make a complaint about Anti-Social Behaviour

If it has not been possible for our customer to resolve a problem themselves, a complaint about anti-social behaviour may be made to CRHA in person, in writing, by email, via our social media platforms, through our website, via the online portal (My CRHA) or over the telephone and this will be dealt with in accordance with our anti-social behaviour policy.

All complaints will be dealt with in confidence. CRHA will not act on anonymous complaints unless they relate to something that can be easily substantiated, e.g. an abandoned vehicle, dumping of waste etc. The complainant may be advised that it would be appropriate for them to also contact other agencies, such as the Police or Environmental Health, who may have more powers to help resolve the problem.

CRHA will send a Complaint Report form within two working days of initial contact. We need the information included on the form so that we can consider the seriousness of the complaint. We may also send a Nuisance Log/Diary of Events form to be completed by the complainant as a formal record of the alleged anti-social behaviour. In cases involving violence (actual or threatened), damage to property or discriminatory harassment a home visit will be arranged within two working days of the initial contact (including any third parties), this may be a joint visit with other agencies, and we will complete the Anti-Social Behaviour Complaint Report Form with the resident during our visit. We will advise the complainant and any third parties of the name of the Tenancy Management Officer who will be dealing with the complaint.

Upon receipt of a completed Anti-Social Behaviour Complaint Report Form will be contacted to arrange an interview within five working days. We will normally want to interview the complainant in their home, but arrangements can be made for the interview to take place in our offices or another convenient location. During the interview we will check that the information given on the form is correct and discuss what action can be taken to resolve the problem.

We will explain what we can do and that our first step (depending on the severity of the problem) will be to try and settle any problems without recourse to legal remedies. We will also advise what will be required of the complainant in terms of evidence if legal action does prove to be necessary and that we will have to visit the person causing the nuisance or harassment and may have to contact other agencies, but we will only do so with your consent.

We will agree an action plan with the complainant, the first stage will usually be a visit to the person being complained about to make them aware that a complaint has been made and to explain what action CRHA will take if the anti-social behaviour persists. The action plan will include details of how and when we will report back and also what needs to be done if there are further incidents. If there are no further incidents, we will consider that the case has been resolved, however, the case will be re-opened if the problems re-occur.

If the case is serious enough to warrant the commencement of legal proceedings, the complainant will be advised that CRHA will provide help and support to any residents prepared to be witnesses. Where there is a threat or a likely threat of violence towards witnesses CRHA will consult with its legal advisers and other agencies about possible alternative means of collecting evidence.

CRHA will monitor the number and outcome of cases of anti-social behaviour and harassment and report them to its Board of Management.

Anyone who is unhappy with the way CRHA has dealt with an incident of anti-social behaviour has a right to use our complaints procedure [How to make a Complaint? - My CRHA](#) and if still dissatisfied has the right to contact the Independent Housing Ombudsman, whose address is given in our complaint's procedure.

How to make a complaint about the services CRHA provides

Cornwall Rural Housing Association Limited (CRHA) aspires to provide a good quality housing service meeting the needs and wishes of people living in our homes in Cornwall and the Isles of Scilly.

Our Policy aims to get things right first time, however, there may be times when we do not meet our standards. Our complaints procedure ([How to make a Complaint? - My CRHA](#)) covers the steps to deal with a complaint, timescales and information relating to the Housing Ombudsman if they remain dissatisfied after going through CRHA's complaint process. CRHA define a complaint as: "An expression of dissatisfaction, however, made, about the standard of service, actions or lack of action by the CRHA, its own staff, or those acting on behalf, affecting a customer or a group of customers".

Examples include:

- Length of time take to provide information
- Failure to keep you informed of a decision
- Attitude or behaviour of staff or contractors
- Any kind of discrimination

We will treat all initial reports of dissatisfaction as a "service request" unless our customer wishes to make a formal complaint. A service request is when a customer/s requests CRHA to put a matter right. We will aim to resolve a service request within 48 hours.

CRHA will raise a complaint when our customer/s expresses dissatisfaction with the response to their service request. Our complaint process comprises of two stages (Stage 1 and Stage 2) investigated and dealt with by senior Officers and Management. We will not stop our efforts to address the service request if our customer complains.

CRHA recognise that some customers may wish to be represented by a "designated person" such as Citizens Advice or any other appropriate agencies who may be able to provide support with making a complaint. CRHA will refer and assist customers to appropriate agencies in order to provide support with making a complaint.

If a customer does not have the mental capacity to make a complaint, we will accept complaints from an advocate, an Independent Mental Capacity Advocate (IMCA) or Legal Representative.

We will also ensure that any customer complaint handled by a third party (for example a contractor or independent adjudicator) at any stage will form part of the 2 stage complaints process. We will ensure that no customer would go through two complaint processes.