



Shian
Housing
Association
Ltd

Tenants' Handbook



Our contact details



Shian
Housing
Association
Ltd

Contact details for Shian Housing Association

Phone 020 8985 7120

Email info@shian.org.uk

SMS texting 07535 269 269

Opening hours Weekdays 9am to 4.30pm
(except Wednesdays: 12 noon to 4.30pm)

Website www.shian.org.uk



Skype Shianha

Facebook [shian@shian.org.uk](https://www.facebook.com/shian@shian.org.uk)

Twitter [@shian_housing](https://twitter.com/shian_housing)

Write to us
Shian Housing Association
76 Mare Street
Hackney E8 3SG

Report repairs

Hot water and heating repairs

If you live in Dorothy Smith Lane, Joshua Court or Reedham Close, order hot water/heating repairs as you do all other repairs.

If you live elsewhere, contact K&T Heating Services on 020 8269 4500 and select option 1.

Other repairs during office hours

The best way to order your repair is online using the MyTenancy portal at shian.mytenancy.co.uk

However, you can also email us (non-emergencies only) at: repairs@shian.org.uk

Out-of-hours emergencies

Phone (24 hours) 020 8985 7120

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Welcome

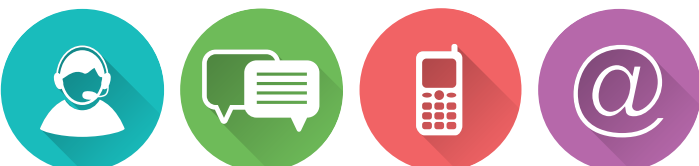
This Tenants' Handbook* is for our tenants and residents. It gives you the basic information you need to live in one of our properties.

The handbook includes important information about your rights and responsibilities as our tenant, and information about how to use our services, including how to report a repair.

Our staff will be happy to assist you if you need anything explained. We are here to help.

Our Board members and staff are pleased to welcome you to your home. Providing you with a handbook is part of our commitment to provide you with the highest quality service.

**This handbook is for information and guidance only. It does not form part of your tenancy agreement and you should read your tenancy agreement carefully, as it is the legal contract between you and us. If there is any conflicting information, then the terms of your tenancy agreement take priority over this Handbook.*



Introduction



About Shian Housing Association

Shian Housing Association was set up in 1988 to provide permanent housing for young ex-offenders and to meet the general housing needs of ethnic minority people in and around the Hackney area.

By 2023, we owned nearly 500 flats, with more in development. Over 420 of these homes are let at social rents, but we also rent homes under other tenures and own some shared ownership properties.

In addition, we provide hostel bedspaces for young people who are ex-offenders or otherwise vulnerable, as well as 20 units of supported housing for former rough sleepers and people with mental health problems.

We remain, proudly, an independent, BME-led organisation, which is tuned in to the cultural sensitivities of the communities we serve. Most of our housing is now in Hackney, Haringey and Islington, but we are expanding into other London boroughs.

Contacting us

You will find our full contact details on page 2.

If you need help with any enquiry, from rents to repairs, or if you need advice, you can contact any member of staff.

You can phone during our normal office hours, send an email, or book an appointment with a member of staff. Booking is important, because our staff now work flexibly – often spending time away from the office to make home and scheme visits, or working from home.

You can also message us at any time through MyTenancy – our online tenant portal.

If you are contacting us about a repair, we recommend you look first at our [Repairs guidance and responsibilities](#) handbook.

Fairness and equality

We work to equal opportunities policies, which are designed to make sure that we do not discriminate or offer less favourable treatment because of someone's colour, nationality, ethnic origin, gender, sexuality, disability or age.

Our policies apply to:

- the way we run and govern our organisations
- the way we choose who to house
- the way we treat existing residents
- the way we recruit staff, and
- the way we select contractors and consultants.

We ask you for personal information to help us monitor this policy. We only use this information for this purpose. We will not normally pass it on to anyone else.



We also have policies that set out how we deal with residents who harass their neighbours. If you do this, you could lose your home.

You will find these policies on our website, or you can contact us for a copy.

Getting involved

We are committed to constantly improving the services we offer. We know that involving residents and listening to your views will help us to do this.

Getting involved can mean lots of different things, from filling out a survey to coming on a residents' day trip. We would love you to come to our regular meetings too. If you want to come to a meeting, we will pay your travel costs and offer to pay for childcare or a carer's cost, if you need this to be able to attend. We also provide free refreshments. Contact us to find out when the next meeting is due.

Shian also sends regular Scrutiny Panel members as representatives to the BME Landlords Tenants' Forum. The forum brings tenants from different landlords together to influence London housing policy. They meet with landlords, officials from the Greater London Authority and other bodies involved in housing.

Our service standards

Our staff work to set service standards. If you think we have broken our promises, please let us know.

Our service standards and other policies set out how we handle:

- your phone calls
- the letters and emails you send us
- keeping your information confidential
- complaints
- the way we run our office
- our office hours and appointments
- home visits
- the way we set rents and your payment options
- rent arrears
- service charges
- estate services
- anti-social behaviour
- repairs and repairs appointments
- the improvements you would like to make to your home
- your requests for disabled adaptations
- empty homes and re-letting
- transfers
- informing, consulting and involving you, and
- new developments.

For full details about our service standards, check our website or contact us.

You will find our key frontline policies online at: www.shian.org.uk/publications-and-policies

Moving in



When you move in, make sure you know where the following are:

- the gas meter and lever to switch the gas off
- your electricity meter, fuse box and on/off switch, and
- your mains water stop cock (usually under the kitchen sink).

If you cannot find them, please contact us and we will try to locate them for you.

Who to inform when you move in

Before moving in, ask your landlord who currently supplies your electricity and gas, and whether you will need to get them to reconnect your supply.

Unless your home is brand new, we will make arrangements to get your gas supply checked and uncapped by a Gas Safe engineer. They will also be able explain how your boiler and heating work.

You should immediately read or agree energy meter readings and tell your supplier. You should also your local authority and water company (in most London areas this will be Thames Water) that you are moving in, to avoid getting a large bill later.

If there is a landline at the property, you may want it transferred into your name.

Moving in checklist

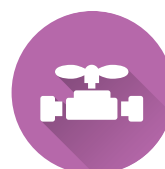
A list of people will need to know your new address. You might want to get the Post Office to redirect your mail from your previous address for a while, but you should also contact any of the following that apply to you:

- gas, electricity and water suppliers
- phone companies – landline and mobile
- broadband provider
- TV Licensing
- welfare benefits agency
- local council
- schools
- doctor and dentist
- DVLA – to update your driver's licence and vehicle details
- bank, building society, credit union
- credit and store cards
- catalogue companies, and
- friends and family.

Keys and security

We will give you two sets of keys when you move in. Please look after them. You are welcome to get a spare set cut and leave them with a trusted friend or relative.

If you lose your keys, you will be responsible for changing the locks. We do not keep a duplicate set of keys.



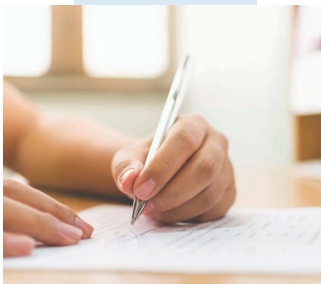
You may change the locks on your doors, or fit window locks, but you must not fit locks to a front door that leads to anyone else's home without asking us first. We do not allow you to fit security grilles on windows or doors, because they are a fire risk.

Contents insurance

We insure the building you live in. Our policies cover the structure of the building and the communal areas, the walls, floors, doors, windows fixtures and fittings. We do not insure your possessions or your internal decorations.

We strongly recommend that you find out about contents insurance and get quotes from different companies. Contents insurance will cover you for damage caused by fire, burglary and flooding – even if the flooding comes from your neighbour's home.

Your rights and responsibilities



Your tenancy

As a housing association resident you have security of tenure, which depends on your tenancy type. This means that as long as you keep to your tenancy conditions, you are entitled to stay in the property for as long as your agreement sets out.

We can only end your tenancy before this time by going to court for a court order, based on certain reasons ('grounds'), which are often set out in your tenancy agreement.

These grounds include:

- not paying your rent
- harassing or being a nuisance to neighbours
- failing to look after your home
- carrying out or allowing illegal activities in your home, or
- providing false information to get re-housed.

In addition, we can apply if:

- you live at the property because of your job, but your job has ended, or
- if we need to redevelop, carry out major structural works, or demolish the building.

In these two cases, we might be able to offer you an alternative home.

If you have broken your tenancy conditions, we will make every effort to give you help and advice to try to sort out the problem, before we begin legal action. If we are going to take legal action, we will always give you notice in writing.

If you are evicted, we will not offer you another property. You will also get a County Court Judgement (CCJ) against your name, which may make it difficult to rent somewhere else – or to get credit.

Joint tenants have equal rights and responsibilities for the tenancy. Both tenants have the same right to stay in the property. Both are responsible for paying the rent on time. One cannot evict the other without a court order, however, one tenant can end the tenancy by serving notice.

Tenancy types

Your tenancy agreement legally governs the relationship between you and us. It sets out your rights and responsibilities as a tenant, and our rights and responsibilities as your landlord. It is an important legal document. You will have signed two copies before you moved in. One copy is for you and the other for us.

Assured (non-shorthold) tenancy

Most, but not all, of our tenants hold assured tenancy agreements. As an assured tenant you have the greatest security of tenure. This means that you cannot be evicted from your home unless:

- you have broken one of the conditions set out in your agreement, and
- we have followed a legal eviction procedure to get a court order requiring you to leave.



Starter tenancies before an assured (non-shorthold) tenancy

Tenants coming across from our Makeda Weaver projects and all new tenants, except those who already hold a tenancy with a council or housing association, begin with a starter tenancy. This is for one year, although it can be extended for a further six months.

Provided you keep to the terms of the tenancy agreement, the starter tenancy will convert, at the end of the one-year term, to a full tenancy.

Fixed-term intermediate and market rent tenancies

Our intermediate and market rent tenancies are fixed for five years. During the first year, your tenancy is probationary.

At the end of your fixed term, we may allow you to remain in the property, depending on your circumstances and how you have conducted the tenancy.

Licences

People living in Shian's supported housing schemes normally have a licence agreement. This handbook does not cover our licensees.

Leaving your home for an extended period

We can agree to special arrangements if you need to be away from your home for a while, but intend to return.

For example, you may have to go into hospital or make an extended visit to friends or family in another country. You must tell us if you expect to be away from your home for more than one month.

You should include:

- your reasons for going away
- the date of your return
- who, if anyone, will be occupying your home
- how you will pay your rent while you are away – because you are still responsible for paying, and
- how we can contact you in an emergency.

We will expect you to update us about your situation at least every three months.

If you are likely to be away for more than 12 months, we expect to have a virtual or face-to-face meeting with you to discuss your intentions. We may expect you to give up your home and we cannot guarantee rehousing you when you return.

We may take action to evict anyone living in your home in your absence unless you have informed us first and we have given you written permission.

Tenancy fraud

If you provide false information in order to obtain a tenancy, or if you let out your home and live elsewhere, this is tenancy fraud.

If we discover tenancy fraud, we will take court action to recover the property. We may also take action against you personally under the Prevention of Social Housing Fraud Act 2013. This would also allow us to recover any money you have been made.

We carry out checks to detect fraud, including visiting properties to confirm that the legal occupant is living there. We appreciate your co-operation in these checks. If you know of any of our properties that may be sub-let, please let us know.



Assignment

You can assign your tenancy if you wish to exchange homes with the tenant of another housing association or local authority. You must first secure your landlord's written permission. We will not withhold it unreasonably.

There are other circumstances where your tenancy can be passed on or transferred to someone else. For example, a court could order you to transfer the tenancy to your husband or wife as part of a divorce or separation settlement.

Succession

If you have an assured tenancy, are the sole tenant and you die, your tenancy can be passed either to your partner, if they were living with you at the time of your death, or to another close relative who has been living with you for more than 12 months at the time of your death. This is called 'succession' and you can rest assured that we will do all we can to help in these circumstances.

Your tenancy can only be passed on through succession once.

Taking in lodgers

You will need our written permission if you wish to take in a lodger. Please tell us their name, age and sex, and which part of your home they will occupy.

You cannot have a lodger if it results in your home becoming overcrowded. Your tenancy agreement tells you how many people are allowed to live in your home. Before deciding to take in a lodger, remember the following.

- Your welfare and council tax benefits may be affected.
- Your lodger will not have security of tenure.
- You are responsible for the behaviour of your lodger in your home. Your tenancy will be at risk if your lodger causes a nuisance to neighbours or breaks any of your other tenancy conditions.
- You are not allowed to move out of your home and sub-let the premises to somebody else, although you can sublet part of your property.

Pets



If you live in a house or a flat, where your front door opens directly to the outside, we may allow you to keep a pet. You will need written permission, so always check with us first and ask for a copy of our pets policy.

If you want to keep a dog, you will normally need to live on the ground floor and have sole access to a garden which is properly fenced and secure.

It is your responsibility to make sure your pet causes no nuisance to neighbours. If we give you permission, you must keep your pet under control and ensure that it does not foul any shared areas in your building.

We will refuse permission to keep any dog covered by the Dangerous Dogs Act 1991, or any other dog which appears to have been bred for fighting. We can take back our permission if we believe any animal is causing a nuisance or is a danger to other people.

Registered guide dogs for the blind, and hearing dogs for the deaf, are exempt from these rules.

Common areas

If your home has areas shared with other residents, you must treat them with respect. You can help us by reporting any problems.

If there is no cleaning or gardening service at your property (see below), you will be responsible, with your neighbours, for keeping the communal areas clean and tidy.

For fire safety reasons, we do not allow you to leave any belongings in communal areas, including corridors, stairwells and cupboards. If we find items in these areas, we will remove them without notice. We will not compensate you and we will pass on the cost of removal.

If you keep failing to remove your belongings, we may take legal action against you, which could result in you losing your home.

Estate services

If you live in a flat or house on an estate, you may receive services from us such as cleaning or gardening in common areas. This is paid for through your service charge.

The details of the services you can expect to receive are set out as a schedule to your tenancy agreement. You can also ask us for details.

If we provide estate services, your tenancy services or housing officer will inspect the common areas to make sure that services are being delivered to the required standard.

Car parking



You are not automatically entitled to park at any of our housing schemes.

At schemes where we have controlled parking, you will need to apply for a parking permit and pay our admin fees. We are unlikely to approve your application if you have broken any of the terms of your tenancy.

If you have a parking permit, you must follow the parking terms and conditions. For example, we will expect you to park reasonably, not block in other residents, or obstruct access to the bin stores or emergency access routes. You must use your space or garage if you have allocated parking, and you must display your permit at all times. If you fail to comply, you risk getting a penalty charge, which we will not cancel or refund. We may also cancel your parking permit.

Where tenants have opted not to have controlled parking, we review this from time to time, to see this is causing any health and safety problems, or attracting anti-social behaviour.

To find out more about parking at your scheme, contact your landlord.

Please note that we will remove any vehicles that are abandoned or untaxed.

Waste and recycling

You must always place your rubbish in the dustbins or containers provided. You must not leave rubbish where it will cause a hazard or attract vermin – for example, in plastic bags stacked up by the waste containers.

You must not leave household rubbish outside your flat door in the communal hallway at any time.

If you have large items to get rid of, you should contact your local council and ask them about their facilities for bulky waste removal.

If we identify anyone who is not disposing of their rubbish properly, or who is dumping large items in the bin area, we will recharge them the cost of having it sorted out or collected. Otherwise, we have to add these costs to the communal service charge.



Aerials, satellite dishes and cable TV

You must get our written permission before installing satellite or cable TV.

We will usually give permission, but we need to be sure that the dish or cable will not interfere with other people or damage the property, and it must be installed properly.

If you get a dish installed without our permission, we may ask you to remove, refit or replace it, or meet the cost of our doing so.

If planning consent is needed, we will only give permission if you have written authority from the council's planning department. If you do not get the proper planning consent, you will have to remove your installation.

Fire safety

You must not store petrol, bottled gas, paraffin or other inflammable materials in your home.

When recharging your batteries, you should follow the manufacturer's guidance and use only compatible chargers. Be aware that overcharging the lithium batteries in e-scooters, mobile phones and laptops can cause dangerous fires.

You must not store any personal items, including bicycles and baby buggies, in communal areas, stairways or communal cupboards. Keeping fire escapes and access routes to homes clear is essential for your safety and that of your neighbours.

We have a several leaflets offering vital information about fire safety. Check our websites or contact your landlord.

Pest management

If you live in a block, we will manage pest control in the communal areas of the building. We will also carry out pest-proofing work to block holes inside your flat or house.

However, unless your service charge covers this, we will expect you to carry out any treatments needed inside your flat.

Maintaining your home



As part of your tenancy agreement, we carry out certain repairs in your home. Other repairs are your responsibility. In general, we are responsible for the structure, exterior and common areas of the property, the fixtures and fittings, and the water, gas and electrical fittings in your home. You are responsible for minor repairs and replacements.

For full details about repairs and maintenance, please refer to our [Repairs guidance and responsibilities](#) handbook, which lists who is responsible for what, how we prioritise repairs and our repair targets. It also helps you to order the correct repair.

Reporting your repair

Reporting repairs 24/7 – your best option

The best way to order your non-gas repair is by using the MyTenancy portal at shian.mytenancy.co.uk. Alternatively, you can email at any time, or you can write to our office about a non-urgent repair.

We will process your repair order during our normal office hours. You can speed up the process by sending us a photo or video of the repair and telling us when you are available to give access.

Reporting repairs by phone during office hours

When our offices are open, you can also report your non-gas repair by phoning us. Be aware that we close for Bank holidays.

Our staff will take the details of your repair and can offer repairs advice. They will give you a repairs order number. Keep hold of this for future reference. If you need an appointment, or we need further information, our staff will call you back by the next working day.

For gas heating and hot water repairs, call our contractors direct (see page 2).

Reporting emergency repairs

If you have a genuine non-gas repairs emergency outside of our normal office hours, call the office and follow the instructions for emergency repairs. Our contractor will make the situation safe, but may have to return during normal hours to complete the repair.

Please do not call the out-of-hours emergency service for repairs that are not genuine emergencies.

Servicing gas appliances

Many of our properties have gas central heating, fires or water heaters. We are legally required to check and service every gas appliance annually, to make sure they are working safely.

Our engineers also test for leaking carbon monoxide. This gas is produced when natural gas does not burn fully. You cannot see, smell or taste it, but it can kill within 20 minutes.



Giving us access for gas checks is part of the tenancy or licence conditions you signed up to when you first moved into your home. Our gas contractor will send you an appointment and a number to call if you need to arrange a different time.

Once they have completed the check, they will issue your home with an annual gas safety certificate, which is called a Landlord Gas Safety Record. You will receive a copy within 28 days.

Decorating your home

We will decorate the outside of your home and the communal areas as part of our cyclical programme of works.

The decoration inside your home is your responsibility. However, if your decorations are damaged due to a repair failing by us, we will either redecorate the affected area or give you a contribution towards the cost of redecoration.

Support for vulnerable tenants

If you are vulnerable and you have lived at your current Shian address for at least seven years, you can apply for up to two rooms to be decorated, once every five years. You will need to contact your tenancy services or housing officer for further details. We have a limit of £150 per room.

Planned maintenance

To keep our properties well maintained and to replace items that are reaching the end of their useful life, we carry out some repairs as part of a planned programme. Doing work like this in bulk is also less expensive.

Typical planned works include new central heating systems, replacement windows, bathrooms, kitchens, electrical wiring, roof repairs and works to the structure of the building.

We also carry out a programme of cyclical redecoration – taking advantage of any scaffolding to do other repairs.

If your home or block features in one of our major works schemes, we will inform and consult you in plenty of time. In most cases, you can stay in your home during improvement works. Very occasionally we may need to offer you somewhere else to stay. This process is known as ‘temporary decanting’.

Emergency access

Forced entry without your permission is always a last resort and we only ever use it in extreme circumstances – for example to stop a water leak or flooding, to investigate a suspected gas leak, or because the safety of people inside is at risk.

Depending on the urgency of the situation, we would always attempt to phone, email or write to you first. It is extremely important to keep the contact details we have for you up to date. Please give us your work, home and mobile phone numbers, as well as your email address.

Gas leaks

If you suspect a gas leak, immediately switch off the gas supply at the meter. Extinguish all sources of ignition. Do not use electrical appliances or switches. Do not light naked flames. If necessary, ventilate the building (open the doors and windows), to make sure an engineer can safely access the premises.

If you can definitely smell gas, ring the National Gas Emergency Service freephone number on 0800 111 999.

Gardens

If you have a garden or the use of a garden, your tenancy agreement will say whether it is just for your household, shared with other residents, or if it is part of the grounds of your estate.

The upkeep and maintenance of a garden for your household – including your patio – is your responsibility. However, we may need to prune trees if there are serious health and safety concerns.

Water damage

We are not responsible for water damage caused by your neighbours. For example, if your neighbour has fitted a new washing machine and this causes a flood, it is up to you to persuade them to pay for any damage to your belongings.

Alternatively, if you have home contents insurance, your insurers may pay. The same applies if your actions result in damage to your neighbour's property.

Condensation and mould

Damp and condensation can cause black mould to grow in your home. It is a common problem, but we can manage it together.

It is important to start by working out what is causing your home to be damp.

Your damp problem could be caused by:

- a fault with the building that needs to be repaired, or
- (more commonly) too much condensation.

You may need our help to resolve either of these problems.

If the problem is caused by too much condensation, you can make a difference by:

- making less moisture
- removing any condensation
- keeping rooms well aired
- keeping your home warm, and
- treating any spots of black mould that appear, with an anti-fungal spray that you can buy from a DIY store or online.

We provide a detailed information and advice leaflet: **Tackling damp, mould and condensation**. For a copy of this leaflet, go to our website, or contact us.

New homes

If you have moved into a newly-built or refurbished home, maintenance problems during the first year are the responsibility of the builder. This is called the 'defects period'. The defects period starts from the day we take possession of the keys from the builder. So, the exact period may not be 12 months from the date you move in.

During this time, the builder remains liable for any faults or problems with the structure of the building, the communal fixtures and fittings, and any faults or structural or mechanical problems inside your home.

If you discover a fault or problem during the defects period, you should contact us.

You must follow the instructions provided when you move into the property – such as, not drilling holes to put up pictures, clocks, or to attach furniture to the walls.



Your rent



The way we manage your rent depends on the type of tenancy agreement you have. Your tenancy agreement sets out how often and when we will review your rent. This is usually once a year.

We set our rents using the current formula set by central Government. We will always give you at least four weeks' notice of any change in your rent and service charge. Please contact us if you require further information on the formula that applies to your home.

What your rent pays for

We are a not-for-profit organisation. Your rent is used:

- to repair and maintain your home
- to pay our costs in managing your home
- to repay the loans we took out to pay for the building or purchase of your home
- to build up funds to improve your home in the future
- to help build new homes, and
- to meet other unforeseen costs.

How to pay

If you have a weekly tenancy, your rent is due every Monday, one week in advance. Alternatively, you can opt to pay one month in advance.

If you have a monthly tenancy, your rent is due on or before the first of each month, one month in advance.

Shian tenants

Paying by direct debit is the most convenient way to pay. Phone us to set up a new direct debit, to amend an existing direct debit, or to make a one-off payment.

Alternatively, you can use your AllPay card to pay by cash, debit or credit card:

- at any post office
- at a shop or garage displaying the PayPoint logo
- online at www.allpayments.net
- by phoning 0844 557 8321, or
- by calling our office.

If you text bank to 07535 269269, you will be sent Shian's bank account details, so that you can set up a bank transfer or standing order. When making payments via your bank account, please make sure you provide your tenancy reference.

Welfare benefits

When you sign your tenancy agreement, we will help you to check if you can claim the housing element of Universal Credit or Housing Benefit to assist with your rent payment. We will give you a rough idea of how much rent you will have to pay yourself.



You will need to claim your benefit online. Please tell us if you need help to do this. You will also need to renew your claim from time to time. Remember that it is your responsibility to provide any details required, by the date given.

If your circumstances change, you must update your claim as soon as possible. For example, you must report if:

- your household income changes
- anyone leaves or moves into your home, or
- a member of your household turns 18.

Any of these changes may affect the amount of benefit you receive. If you later end up owing rent because you failed to claim or claim on time, or the benefits agency is taking back overpayments, it is your responsibility to pay the difference.

Housing Benefit is usually paid every four weeks in arrears, while Universal Credit is paid monthly.

Rent statements

We will provide regular rent statements showing how much you owe and how much we have received.

If you are signed up to MyTenancy, we will send a text when we put your six-monthly statement on your account. Otherwise, we will contact you and you can ask for a version by email or on paper.

As a MyTenancy user, you can, at any time, see your current rent account balance on your online account. If you have registered your mobile number with us, you can also check your account balance by texting the word 'bal' to 07535 269269.

Rent arrears

We rely on the money we receive from rent payments to enable us to provide services to our tenants.

If you have problems paying your rent, you must contact us immediately. We will be sympathetic and will offer to help you by:

- checking that you are getting all the benefits you are entitled to
- working with you on better ways to manage your money
- putting you in touch with a specialist debt advisory service, and
- agreeing a payment arrangement to repay your arrears.

Wherever possible, we will try to work with you to clear your arrears. However, if you keep getting behind with your rent and you fail to keep to your agreement to pay, we will take legal action against you. This could result in you losing your home.

You should treat rent arrears as a 'priority' debt because non-payment puts your home at risk. Other priority debts include essential services, such as council tax, gas, water and electricity. You should pay these bills before paying off your credit cards and other non-priority debts.

It is very important to use your money to pay priority debts off first.

Legal action

If we have to go down the legal route, our first step will be to issue a 'Notice of Seeking Possession'. This gives you four weeks' notice of our intention to apply for a possession hearing at the County Court. When the notice has expired, we will apply for a hearing immediately, unless you have:

- contacted us and started to repay the arrears, or
- you have cleared the arrears in full.

Let us help

We do not want you to lose your home; we want to help you. Please contact us immediately if you are struggling to pay your rent.

Don't simply give up the keys – it could affect your right to be re-housed by your local authority. In all cases, you must terminate your tenancy in writing.

The notice will remain in force for one year. If, during the year, you fail to keep to your payment agreement, we can apply for a court hearing immediately.

Court hearings

If you receive a court summons, please complete and return the court papers and attend the hearing.

Courts are reluctant to make people homeless, but they need information from you about your circumstances to conduct a fair hearing. Hearings are generally dealt with in private. The only people present are you, an member of our staff or someone there on our behalf, the district judge and legal representatives.

At court, we will normally apply for a 'Possession Order' and the judge will usually order you to pay a set amount each week. You must keep up with the agreed payments.

The Court Order remains in force until your arrears have been cleared. If you find that you cannot keep up with these payments, you must contact us. We can agree to vary the Court Order in certain circumstances.

Eviction

If you break the terms of the Court Order, and continue to fall behind with your rent, we can apply immediately for a 'Warrant of Execution'.

However, you can apply to vary the existing Court Order in certain circumstances – sometimes with our consent.

Otherwise, if the Warrant of Execution is granted, we will attend with a bailiff to evict you from your home. You will also receive a County Court Judgement (CCJ), which remains on the courts' register for six years. During that time the following will apply.

- It will be difficult to get credit or a loan.
- We will not be able to give you a reference for other landlords or mortgage lenders.
- If you leave owing rent, we will instruct a debt collector to recover any money you owe us.

Please note: if you leave without providing a forwarding address, we will use a specialist tracing agency to obtain your new address and pursue outstanding arrears.

Advice and money management

If you are experiencing delays or difficulties with any benefits you are entitled to, please let us know. If you have any other outstanding debt problems, we may be able to help by offering you information and advice.

You can contact Citizens' Advice for help with debt. They give free, confidential advice. They can help you work out repayments and negotiate with your creditors. Visit their website at www.citizensadvice.org.uk/debt-and-money

National Debtline also gives free, confidential advice to help you solve your money problems. Call 0808 808 4000, or visit nationaldebtline.org



Tenant consultation



Formal consultation

If we change the way your estate is run, or we plan to carry out a major refurbishment or improvement works, we will consult you. For example, we will consult you on:

- new services we are planning to provide, or
- any changes to our working practices.

We will always consult when something affects a number of tenants and write to confirm the outcome of any consultation.

For simple changes, we may write, email or text you. We will provide full and accurate information and, where appropriate, outline any options or alternatives. You will have at least 28 days to comment, either in writing, by email or by phone.

We will discuss any queries individually or collectively where requested.

For matters that affect your home, we may also hold a general meeting, either at your scheme or close by, at a time convenient to most residents. We will tell you about the meeting at least 14 days in advance. We may bring leaflets or displays. You will be able to ask questions and express opinions – during and after the meeting.

If necessary, we will meet you individually, as well as sending you a letter and inviting you to any general meeting we are planning. This will give you the opportunity to discuss the issue in detail, and to find out how it is likely to affect you personally. We will write to you afterwards to confirm what was said and agreed.



Being a good neighbour



Your tenancy agreement clearly sets out that you must behave responsibly towards your neighbours.

Sometimes it can be difficult to avoid disturbing your neighbours, but you can avoid problems by showing consideration.

Give your neighbours advance warning of a late night party and don't have them regularly. Be mindful of your tenancy terms and conditions around noise nuisance and anti-social behaviour.

Try to keep the noise down especially late at night or early in the morning.

Don't dump rubbish and unwanted articles in gardens, yards and on the street. It looks messy and can be a health or fire hazard.

Limit building work, DIY, or noisy housework to reasonable hours.

Remember that the behaviour of your children and visitors to your home are your responsibility.

You and your neighbours

We aim to encourage vibrant, sustainable communities and to see you participate in the wellbeing of your neighbourhood. Being a good neighbour is at the heart of that and there are lots of simple ways to achieve this.

Make sure your wheelie bin is not causing an obstruction and is not in the direct line of sight of your neighbour's windows.

Keep the outside of your house neat and tidy – plants and shrubs are a bonus.

If you have pets, keep them under control and most importantly always remove any mess.

Keep noise to a minimum – noise can be a major factor in neighbour disputes.

If you live in an upstairs flat, be considerate to your neighbour below. Wear slippers whenever possible and try to use washing machines and dishwashers during the daytime.

Avoid confrontations. Remember, a smile costs you nothing, but can enrich someone else's day!



Nuisance neighbours



What is nuisance?

Nuisance can include:

- excessive noise, especially late at night
- nuisance caused by children of tenants or visitors
- nuisance caused by animals
- vandalism
- dumping litter or rubbish
- rowdy, unruly or threatening behaviour
- racial or sexual harassment, or
- criminal activity.

If you are suffering from neighbour nuisance, your first step should be to discuss it with them. They will often not be aware there is a problem and will be happy to change their behaviour.

If this fails, contact us and we will advise you about the best way to deal with the problem.

Different lifestyles are not nuisance

If you live in a flat, you will sometimes, inevitably, be aware of your neighbours living their lives. We expect you to be tolerant. We do not treat as nuisance:

- children playing normally
- family arguments
- babies crying
- one-off parties held in a reasonable way
- cultural differences, including cooking smells, or
- normal living sounds such as doors opening and closing and people going up and down stairs.

More serious cases

For more serious cases of nuisance see our section on anti-social behaviour.



Anti-social behaviour



We take anti-social behaviour (ASB) seriously, because it can make life difficult for our tenants. Check our website for our full policy, or contact us for a copy.

What is ASB?

Our policies defines anti-social behaviour as “actions that unreasonably interfere with, or could interfere with, an occupier’s normal use and enjoyment of their home, garden or neighbourhood”. We extend this definition to include anyone associated with the property – including our staff and contractors.

We define a hate crime as “any crime or incident which is perceived by the victim, or any other person, to be motivated by a hostility or prejudice based on a person’s race, religion, sexual orientation, disability or gender identity”.

You must treat your neighbours with dignity and respect, regardless of their race, religion or beliefs, or their gender, sexuality, disability or age. If you harass people for any of these reasons we will treat it as anti-social behaviour. We will offer our full support to the victim.

What you can do

If you are suffering from anti-social behaviour, report it to us. If the behaviour is criminal, you should also report it to the police. You can choose to do this anonymously, by calling Crimestoppers on 0800 555 111.

How we respond

When someone reports a case of anti-social behaviour, we investigate, talk to the victim and the perpetrator, and any other witnesses. We may involve other landlords, the police, social services or other agencies.

The action we take depends on how serious the anti-social behaviour is. We divide case into three levels of seriousness.

Grade 1 cases involve threats or violence, hate crime abuse, noise targeting one person, arson, drug dealing or prostitution, and/or regular incidents.

Grade 2 cases involves careless behaviour that breaks the tenancy agreement. For example, regular noise nuisance, especially at night, damage to property, rubbish dumping, blocking access, or barbecues in common areas.

Grade 3 cases are less serious. They might include car parking nuisance or vehicle repairs, one noisy party or argument with a neighbour, misuse of communal areas – such as ball games or riding an bike, scooter or e-scooter.

We respond most quickly to Grade 1 cases. After speaking to everyone involved, we draw up an action plan with the victim. We will record your Grade 3 complaint, but not usually open an ASB case. We will offer advice to the victim and perpetrator instead. We may offer to bring in an independent mediator.

In serious cases, we can go to court to take appropriate legal action. For example, we can apply for an anti-social behaviour injunction, or we may issue a Notice of Seeking Possession and go to court for permission to evict the perpetrator.



Making a complaint



We value complaints and use the information they give us to help us improve services. For our full complaints policies, go to our website, or contact us for a copy.

What is a complaint?

In line with the Housing Ombudsman Complaint Handling Code, we define a complaint as: “an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by our organisation, staff, or those acting on our behalf, which affect an individual resident or group of residents”.

What can I complain about?

You can complain about things like:

- delays in responding to your enquiries and requests
- failure to provide a service
- our standard of service
- failure to follow our policy or procedure, or
- your treatment by, or the attitude of, a member of staff.

Your complaint may involve more than one of our services or be about someone working on our behalf.

What can't I complain about?

There are some things we can't deal with through our complaints procedures. These include:

- a routine first-time request for a service, for example, reporting a problem that needs to be repaired
- wanting us to re-open a closed complaint, or reconsider one, after we have given our final stage 2 decision
- complaints that involve a legal claim or a claim on our insurance (we will pass them on to our insurers or solicitors instead)
- requests for compensation
- events that happened more than 12 months ago
- where you could be appealing a decision using a separate policy (for example, your transfer priority level)
- issues that have gone to a court, a tribunal or the Housing Ombudsman.

Who can complain?

Only our tenants or their representatives can make a complaint to us using this process. You must give your written consent to someone who is complaining on your behalf.

How do I complain?

You can complain in person at our office, by phone, in writing, email, or by using our complaints form. You can also download a complaints form at:

www.shian.org.uk/complaints-and-compliments



We like your complaint to be in writing, if at all possible. Let us know:

- your full name and address
- as much as you can about the complaint and what has gone wrong, and
- how you want us to resolve the matter.

How we will handle your complaint

We operate a two-stage complaints process. For a full copy of our policy, check our website, or contact us.

Stage 1: frontline resolution

We aim to resolve complaints quickly and close to where we provided the service. This could mean an on-the-spot apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem.

We will:

- acknowledge your complaint within five working days
- give you a pre-decision so that you have time to give us further information
- give you our decision within 10 working days, or give you a written reason for the delay and a new timetable.

If you are dissatisfied, you can ask for your complaint to be investigated further through stage 2. You may choose to do this immediately or up to 28 days after you get our initial response.

More complex complaints may go straight to stage 2.

Stage 2: investigation

If you are pursuing a complaint from stage 1, you must:

- tell us which part of your complaint you feel we have not adequately addressed
- identify where significant information provided at stage 1 has not been fully or substantially considered (give examples), and
- tell us how you want us to resolve your complaint.

We will:

- acknowledge your complaint in writing within five working days
- where appropriate, discuss your complaint with you
- give you a stage 2 pre-decision, to give you time to provide further information
- aim to give you a full response to the complaint as soon as possible. Our target is within 20 working days.

If our investigation will take longer than 20 working days, we will revise the target completion date and write to tell you. We will always aim to make this reasonable. We will keep you updated on the progress of your complaint.

What if I am still dissatisfied?

After receiving our final response, you have 12 months to make an appeal to the Housing Ombudsman Service. You can do this:

- online at: www.housing-ombudsman.org.uk
- by email to: info@housing-ombudsman.org.uk
- by phoning: 0300 111 3000, or
- by writing to: Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ.

You can ask an MP or councillor to help if you need this.

The Housing Ombudsman can also offer advice while you are completing our complaints process.

Extra help if you need it



Domestic abuse

You don't have to put up with domestic abuse. If you think you may be experiencing domestic abuse, please contact us for advice. There are laws to protect you and people who can deal confidentially with your case.

The Domestic Abuse Act 2021 defines domestic abuse as abusive behaviour between two people who are aged 16 or over and who are personally connected to each other.

The abuse can include:

- physical or sexual abuse
- violent or threatening behaviour
- controlling or coercive behaviour
- economic abuse, and/or
- psychological, emotional or other abuse.

Abusive behaviour can consist of a single incident or a course of conduct.

If you think you may be experiencing domestic violence, you should contact us and the police. You can also get help from Women's Aid, Victim Support or Citizens Advice (see page 28).

Getting extra support

We recognise that some residents require more support. Our staff will help you get the support you need to enable you to live as independently as possible. Depending on where you live, we can either put you in touch with the local authority support team or other specialist agencies.

Help for people with a disability

If someone in your household has a disability, we may be able to offer help. This may involve installing special equipment to aid mobility, or adaptations to ensure you can use your home.

For a major adaptation, we can help you to apply to your local authority for a Disabled Facilities Grant to cover the cost.

If your home cannot be adapted, we may be able to arrange for a transfer to a more suitable property.



Moving home



When you leave

If you decide to leave your home, you must tell us, in writing, four weeks in advance. We will contact you to arrange the handover of your keys.

If you do not return your keys, you may be charged for replacement locks.

During the four-week notice period, we will carry out an inspection and you may be asked to give access to prospective tenants who want to view the property, or to contractors to do some work. We will always contact you before we send somebody round.

Before you leave, you should remember the following.

- Make sure your rent is up-to-date.
- Complete any repairs that are your responsibility.
- Make sure the property is clean and tidy.
- Take all your furniture and belongings. If we have to get items removed, we will pass the cost on to you.
- Remember to check your shed or garage if you have one.
- Do not leave anyone living in the property.
- Let the gas, electrical, phone and water companies know you are moving, but do not have the supply disconnected.
- Remember to tell the council that you are leaving.
- Tell the benefits office you are moving.
- For other reminders, use the moving checklist on page 7.

Please be aware that if you do not end your tenancy properly, we will trace you at your new address and charge you for:

- rent that has not been paid
- repairs that are your responsibility, and
- the cost of removing your rubbish or belongings, or cleaning the property.

You must return a full set of keys, including communal door keys or fobs, to the office on the day you move out. If not, the locks will be changed and we will charge you for the work, any legal cost involved in gaining access and further rent.

Transfers

We recognise that people's circumstances change and sometimes they need to move. If you would like to apply for a transfer, please contact our office. Your request will be placed on a list, which contains other transfer applicants.

You must have been a tenant with us for more than 12 months before we will accept your request for a transfer. We do not normally accept applications from people who have broken their tenancy agreement.

You can also apply to join your council's Housing Register, where your needs will be assessed in accordance with the council's policies. They will give you advice about other options too.



Important note

Be aware that when you swap homes, you also swap tenancies.

This means if you swap with someone with a fixed-term tenancy, you would only have security of tenure for the remaining years of their tenancy.

If you are swapping with someone with a form of tenure different from your own, you should get advice.

Mutual exchanges

An alternative to a transfer is an exchange with another tenant.

We keep our own mutual exchange register. In addition, we are members of Homeswapper, which means our tenants can register with this national online service for free. The website address is www.homeswapper.co.uk

When you exchange, you simply swap homes and tenancies with another tenant. The other tenant may be housed with Shian, with another housing association, or a council.

Homeswappers is a good place to look for someone to swap with. But before the exchange can go ahead, you need our permission in writing.

We cannot unreasonably withhold your right to exchange. However, we may say no if:

- you or your exchange partner are in rent arrears
- you or your exchange partner have been given a court order for breaching your tenancy agreement
- the home you are leaving is too big or too small for the person or family you intend to exchange with.

When you exchange with another tenant, you 'assign' your tenancy to them. A tenancy can only be 'assigned' once.

Right to acquire

Residents whose homes were built with social housing grant after 1 April 1997 may be eligible for the Right to Acquire. This provides a discount on the purchase price if you wish to buy the home you are renting from us.

Contact us for more detail of this scheme.

Please note that you will only be eligible if you have a fully clear rent account.

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Useful contacts

Emergency services: dial 999

Police, non-emergency: dial 101

Smell of gas: dial 0800 111 999 for the National Gas Emergency Service

Benefits

Use the calculator at: benefits-calculator.turn2us.org.uk

A-Z of benefits you might be able to claim: www.turn2us.org.uk/Your-Situation#A-Z

Budgeting tools

Citizens Advice budgeting tool at: www.citizensadvice.org.uk/debt-and-money/budgeting/budgeting/work-out-your-budget

Stepchange budget planner at: www.stepchange.org/portals/0/assets/pdf/budget-planner.pdf

Free, confidential debt advice and support

Citizens Advice: www.citizensadvice.org.uk/debt-and-money/help-with-debt

National Debtline: nationaldebtline.org or call 0808 808 4000

Fair Money Advice: www.fairfinance.org.uk/advice, or call 020 8988 0627

Debt Free London: debtfree.london or call 0800 808 5700

Stepchange: online debt advice session, at www.stepchange.org/how-we-help/debt-advice

Help with bills

Energy bill advice: www.ofgem.gov.uk/information-consumers/energy-advice-households

Social tariffs for water: www.thameswater.co.uk/help/account-and-billing/financial-support/waterhelp

Grants: grants-search.turn2us.org.uk

Help with your housing complaint

Housing Ombudsman Service: www.housing-ombudsman.org.uk, or call 0300 111 3000

Domestic violence

National Domestic Violence Helpline: 0808 2000 247 (24-hour freephone run by Refuge and Women's Aid)

Refuge: www.refuge.org.uk

Women's Aid: www.womensaid.org.uk

Victim Support: www.victimsupport.org.uk/crime-info/types-crime/domestic-abuse or call 08 08 16 89 111 (24 hours)

Mutual exchange service

Homeswapper: www.homeswapper.co.uk

Your local authority

Barking and Dagenham
Phone: 020 8215 3000
Website: www.lbdd.gov.uk

Hackney
Phone: 020 8356 3000
Website: hackney.gov.uk

Haringey
Phone: 020 8489 1000
Website: www.haringey.gov.uk

Islington
Phone: 020 7527 2000
Website: www.islington.gov.uk

Newham
Phone: 020 8430 2000
Website: www.newham.gov.uk

