



Tenants' Handbook



South Lodge
Streatham



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Wolfson Court
Golders Green



Introduction

We hope that you will enjoy living in your new flat and will make use of the facilities provided.

This booklet has been produced to help new tenants settle into their flats and as a reference document for existing tenants. It should be read and referred to in conjunction with your tenancy agreement.

We hope that you will find it to be both useful and informative.

The Housing Manager

Our Housing Managers are employed to monitor the well-being and needs of our tenants, encourage independence, and foster a neighbourly attitude. In an emergency it is the Housing Manager's role to summon relatives, call a doctor/ambulance/fire service etc.

The Housing Manager's role also extends to reporting repairs and monitoring completion of the same, supervising the cleaning and gardening within the common parts and acting as the link person between your block and Head Office.

Our Housing Managers are not employed as care providers to our tenants and are not allowed to administer medication. On a very short-term basis and as an emergency measure, they may do things such as collect prescriptions, arrange for a chemist to deliver, or buy basic groceries until you can make arrangements for family, friends or Social Services to provide the support required.

We prefer our Housing Managers to make contact with each tenant every day that they are on duty either face to face or by using the Helpline system. Tenants may wish to come to the office to make daily contact should they choose. You will be asked to specify your preference when completing your Support Plan with your Housing Manager.

Whilst the Association recognises the individual's right to privacy and has no wish to impose on individual tenants' daily activities, Scheme staff do have an obligation to ensure the health, safety and wellbeing of all tenants. If you have not made contact with your Housing Manager, or your Housing Manager has been unable to make contact with you after two days or 48 hours, access will be gained to your property to ascertain your well-being.

Your Flat

Facilities within each flat vary from block to block. At minimum, each flat has a separate kitchen and bathroom, heating and hot water systems and an alarm call system. All have a fire detection system. Your Housing Manager will be able to explain how the heating and hot water systems work, how to summon help in an emergency and how to use the door entry system to allow access to your flat.

Security

For security reasons, and for the safety of all, please do not allow any callers into the block unless you are able to identify them, even if they would appear to have a legitimate reason for visiting the block. We recommend that tenants keep the front door to their flats locked at all times and ask that care is taken to ensure the main entrance door to the block closes after you have entered or left the building. We ask that you also make your visitors and guests aware of the importance of security. Please also ensure that should you use the communal lounge in the evening, all lights are turned off and windows and doors are shut and locked when you have finished. Please be careful if you have a garden door in your flat and ensure this is kept locked and secure.

Keys

All tenants are provided with a key or fob to the building and their flat. To maximise security of the premises we no longer give out additional keys to relatives and or carers. The Housing Manager has a master key to access your flat in an emergency. Additional locks, bolts or chains must not be fitted, as to do so would impede such access.

The Association reserves the right to make a charge for lost or damaged keys.

The Association does, however, recognise the increasing frailty of some tenants and therefore if giving access to carers proves to be difficult then the Association can arrange for a key safe to be installed outside individual flats. Similarly, remote door opening units can also be supplied. Tenants are advised to discuss this with their Housing Manager in the first instance.



Alarm Call System

The alarm call system is provided for emergency use only. It should be used if you need to summon assistance, for example if you are taken ill, if you have had a fall, if you have a problem within your flat such as a serious leak or a power cut. Please do not use the alarm call system for non-emergencies or as an intercom to the Housing Manager. Non-urgent matters should be communicated to the Housing Manager during office hours.

Your Housing Manager will respond to an emergency call. If they are off duty, an emergency call centre will answer, and the appropriate assistance will be summoned dependent upon the nature of your call. In many instances the call centre will contact your Housing Manager who is the first point of contact in an emergency. Your Housing Manager will be able to explain to you the arrangements that are in place when they are off duty.

The alarm call system operates 24 hours a day, 365 days per year. Emergency calls are normally responded to very quickly. However, we hope that you will understand that there may be a short delay in reaching you if the Housing Manager is already dealing with another emergency.

Many of the Association's alarm call systems have a pendant facility. Any tenant requiring a pendant should request one via their Housing Manager. A deposit of £30 will be charged and will be refunded subject to the pendant being returned in full working order when no longer required.



Lionel Leighton Court
Golders Green



99 PPA
Golders Green



Rent

Tenants are requested to make their rental payments either by standing order or bank transfer. To protect our Housing Managers, tenants who wish to pay by cash may be asked to bank the rent monies themselves, using a paying-in slip provided by the Association. The Association is unable to accept payments by cheque.

Rent is payable in advance on the first of each month. Any tenant experiencing difficulty paying their rent is advised to consider making an application for either Housing Benefit or Universal Credit to meet their housing costs. Applications for Housing Benefit are processed by the relevant local authority, applications for Universal Credit are processed by the Department of Work and Pensions (DWP). If you require assistance, your Housing Manager will be happy to help you with enquiries to the relevant local authority and with completing the forms.

Service Charges

Included within your rent is a service charge. The items included within the service charge can be found at the end of this handbook, page 53.

Religious Observance

All tenants are requested to respect the religious observance of their neighbours and not do anything within their own flat, the communal lounge or the common parts, which may cause offence or break the atmosphere of Shabbat or Yomtovim. All tenants are reminded that contractors are not permitted on site during Shabbat or Yomtovim unless with the permission of Head Office or in an emergency.

Television & Radio

Please consider the neighbours living around you when setting the sound levels of your television and radio. The television licence fee is included within your rent.

The Association does not allow individual satellite dishes or aerials to be affixed to the building under any circumstances.

Repairs & Maintenance

Maintaining your home is essential to ensure it remains safe, healthy, warm, dry, and comfortable. We have an in-house team comprising of skilled multi-traders and qualified electricians and plumbers. We also use several approved external contractors for larger projects and contracts. Many of these external contractors have been engaged with jLiving for several years and know our properties well.

In order that we can maintain your homes in accordance with our obligations we ask that you report any repair which we are responsible as soon as you become aware of it.

We ask that in the first instance you report this to your Housing Manager or by emailing repairs@jliving.org.uk or info@jliving.org.uk. In the event of an emergency outside of office hours we would ask that you report this via your Helpline to Careium who will take the appropriate action. In the absence of your Housing Manager, you can call Head Office during office hours – 0208 381 4901.

Please be aware that any call to Head Office outside of working hours will not be responded to until the next working day.

Under the terms of your Tenancy Agreement, jLiving have certain obligations and these are set out on the next page.



Meta Worms Court
Golders Green

jLiving Repair Obligations

- Roofs
- Walls
- External doors and individual flat doors including locks
- Windows and window frames
- Plasterwork
- Drains and gutters
- Plumbing
- Lighting including communal lighting
- Electrical works
- Communal gas servicing and boilers
- Cold water tanks
- Toilets
- Baths
- Sinks
- Showers
- Heating and hot water systems
- Communal corridors, hallways, and stairwells
- Lifts
- Communal TV aerials or digital connections where they are communal
- Communal garden areas – including trees and fences where they are in the ownership of jLiving
- Parking areas
- Door entry systems
- Helpline systems
- Paving
- Communal laundry facilities
- Scooter storage facilities where they have been provided by jLiving
- Bin areas
- Emergency lighting
- Fire alarms, smoke detectors and carbon monoxide detectors
- Fire panels
- CCTV
- White goods where they are integrated or owned by jLiving. This does not include white goods that may have been obtained by grant assistance or donated
- Mould and damp
- External paving where this is the responsibility of jLiving.

In addition to our repair responsibilities, we are also responsible for ensuring that:

- Fire Risk Assessments and Legionella testing are undertaken
- Lifts and boilers are regularly inspected and serviced
- Electrical appliances in communal areas and those owned or provided by jLiving are PAT tested
- Regular Electrical Installation Condition Reports – EICRs - both within the common parts and your flat are carried out.

Tenant Responsibilities

- Internal painting and decorating of individual flats
- Repairs to electrical items or white goods owned by tenants including TVs, toasters, kettles, cookers, microwaves etc – all tenants are required to ensure that all items are safe and free from hazards
- Carpeting
- Soft furnishings including curtains and blinds.

You Can Also Assist by Ensuring That:

- Limescale is removed from taps, bath and sinks with a descaler available from all supermarkets.
- Wipe down all windows which have condensation on a regular basis. If any mould has formed, clean it off with diluted bleach or a proprietary product.
- Blockages in waste pipes can be prevented by flushing through using washing soda and hot water regularly.
- Make sure you know where the mains water stopcock is, and how to turn it off. Your Housing Manager can advise you. Also, ensure you know how to turn off your electricity in an emergency. If you need assistance, please ask the Housing Manager.
- Ensure that you dispose of your rubbish daily wherever possible.
- Do not overload your plugs and sockets

We Have Timescales Within Which We Will Respond to Requests for Repairs:

We recognise that in addition to the issues described there will always be exceptional cases that also fall within our remit – should this occur, we will of course inform you when the matter is reported to us.

Emergency Repairs

Completion Time: For unexpected issues that could pose a danger to health, safety, or cause serious property damage we aim to rectify them within **24 hours**.

Examples include:

- Total loss of power – however this may be due to local power network outages that may be the responsibility of the main utility companies
- Carbon monoxide detector sounding
- Gas leak (call Transco 0800 111 999 immediately)

- Burst pipe, flood, or severe storm damage posing a health and safety risk
- Unsafe electrical fittings
- Blocked main drains causing wastewater upsurge
- Total loss of heating or hot water (October 1 - March 31)
- Lift failure (if there is only one lift)
- Total failure of communal lighting
- Damage caused by fire – when jLiving is advised it is safe to enter the affected area
- Door entry system or helpline failure
- Lock replacement in the event of damage where there are no other means of securing the affected property.

Urgent Repairs

Completion Time: For issues affecting your comfort and potentially causing building damage we aim to rectify them withing **5 working days**.

Examples include:

- Minor plumbing leaks or defects
- Blocked toilet
- Defective cistern or overflow (pouring, not dripping)
- Total or partial loss of hot water/heating
- Partial loss of electricity
- Taps that cannot be turned off
- Roof leaks
- Trip hazards
- Damage to stair treads or handrails/banisters in communal areas or for elderly/vulnerable residents
- Reports of Mould or Damp – when these are reported we will visit to assess the situation within 5 working days.

Routine Repairs

Completion Time: Routine repairs, which are non-urgent, will be completed within **20 working days**.

These include:

- Minor problems with toilets, baths, sinks
- Sticking doors or windows
- Plaster repairs
- Brickwork

Wherever possible we will inform you of the timescale allocated to your repair.

To further assist our staff and contractors we would ask that you inform us if you are willing to allow us to give access to our in-house team or external contractors in your absence.

Charges and costs associated with repairs and maintenance that are the responsibility of jLiving are included within your monthly rent and service charges.

However, we reserve the right to recharge any tenant for repairs arising from wilful damage or repeated requests to attend blocked sinks, toilets and wastepipes where the blockage is caused by misuse such as flushing wipes and or sanitary products in toilets, or disposing of cooking and food waste, including cooking oil, in sinks.



Gordon Court
Edgware

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Communal Repairs

Repairs to communal areas in your block or estate will be treated as emergencies if they meet emergency criteria. All other communal repairs will be completed within 20 working days.

Aids and Adaptations: These are intended to help you stay in your home and lead an independent life. Each situation is unique, and we tailor our approach to your needs.

Minor Aids and Adaptations: These can be done quickly with minimal disruption. Examples include handles, grab rails, banisters, poles, steps, lever taps, and WC paddle levers. Contact your Housing Manager for assistance in the first instance, and they will be able to advise you.

Major Adaptations: These require more time and planning. Examples include ramps, bathroom-shower conversions, door widening and access improvements. We will support you in accessing the relevant Occupational Therapy department for these adaptations. Please speak to your Housing Manager in the first instance.

As your landlord we also have a rolling programme of planned maintenance and improvements based on the life span of certain items such as kitchens, bathrooms, windows, doors and communal boilers and lifts.

If we are planning major works within your property or your Scheme, we will of course inform you in good time of the proposals.

Right To Repair & Compensation

Under current legislation, tenants have the right to claim compensation if the Association fails to carry out certain repairs within a specified time period. Details relating to this can be found in the Compensation Policy. If the repair is not carried out within a specified time period and if, after a second specified period the repair is still outstanding, a tenant will become eligible for compensation. Compensation levels are detailed within the Compensation Policy at the end of this booklet.

Tenant Improvements

We recognise that from time to time, individuals may wish to undertake their own home improvements or upgrade their existing facilities. Any tenant wishing to undertake these types of improvements or works must in the first instance seek full permission from Head Office. Full details of the proposed works should be provided, including the name and full company details of the contractor or tradesperson undertaking them. Full insurance details must also be provided.

Whilst we will not unreasonably withhold permission, we reserve the right to refuse permission if the individual seeking permission is in breach of their tenancy obligations, including rent arrears that are not attributable to benefit delays.

Permission is not required for basic decorating tasks.

Permission to lay hard flooring in any property above ground or entrance level is required.

We request that tenants do not undertake any electrical wiring or installation tasks themselves – tenants may of course change their own lightbulbs if they are able to.

Looking After Your Home

You are responsible for keeping the inside of your flat in good condition. This is a condition of your tenancy agreement. To help you do this it is best to carry out small tasks and checks to prevent future problems, such as:

1. Limescale can be removed from taps, bath and sinks with a descaler available from all supermarkets.
2. Wipe down all windows which have condensation on a regular basis. If any mould has formed clean it off with diluted bleach or a proprietary product.
3. Blockages in waste pipes can be prevented by flushing through using washing soda and hot water.
4. Make sure you know where the main STOPCOCK is, and how to turn it off. Your Housing Manager can advise you. Also be sure to know how to turn off your electricity in an emergency. If you need to, please ask the Housing Manager for assistance.
5. Ensure that you dispose of your rubbish daily, wherever possible.
6. Do not overload your plugs and sockets.

Cleaning

The Association arranges for the common parts of the block to be cleaned on a regular basis, the frequency of which varies from property to property. The standard of cleanliness within the common parts is monitored by your Housing Manager and any concerns that you may have should be reported to them in the first instance.

Cleaning within each flat is the responsibility of the tenant. If you are unable to manage this yourself, please discuss this with your Housing Manager who will be able to offer advice and signpost you to agencies or individuals who may be able to assist. Housing Managers are not permitted to assist tenants with cleaning tasks. Likewise, tenants are not permitted to engage the services of the Associations cleaning contractors on a personal basis.

Window Cleaning

Window cleaners visit your block on a regular basis and are engaged to clean all windows inside and out. Your Housing Manager will normally advise tenants of the date that the window cleaners will be calling by displaying a poster on the main notice board and the digital notice boards. Tenants are asked to clear window ledges and remove net curtains so that the window cleaners may access your windows. Please note that the window cleaners will not clean the inside of your windows if you are out.

Fire Safety

We are committed to keeping you safe within your flat and in making your home a safer place to live. We have installed equipment to aid us, this is inspected on a regular basis to ensure both your safety and our compliance with Regulations.

If you discover a fire, please follow the fire safety advice posted within the common parts of your Scheme and your flat. If this changes during your Tenancy, we will update you.

Fire Action notices are placed within the lobby entrance area of your building and on the back of your flat front doors. Please ensure you have read and understood what you need to do in the event of a fire. We also ask that you familiarise yourself with the nearest fire exits to your home.

If you have any questions or concerns regarding the Fire Action notices, please contact your Housing Manager.

What to Do in the Event of a Fire in Your Home

- Everyone must leave the room immediately and close the door.
- Alert all people within your home.
- Do not try and put the fire out. GET OUT AND STAY OUT.
- Make sure everyone has left the property and close the flat door after you.
- Call the fire brigade on 999 giving clear details and the full address – after you have left your flat.
- Do not re-enter your home until the fire brigade have advised it is safe to do so.

What to Do if There is a Fire Elsewhere in the Building

- Call 999 and advise of the situation.
- Stay in your flat until you can be evacuated safely (if required).
- Close all doors and windows between you and the fire.
- If the fire is within the vicinity of your flat and smoke or fumes, or both, are preventing you from leaving your home close the door and place wet towels or bedding around the door gaps to minimise the smoke and fumes from entering your home.
- Only evacuate if requested by the fire brigade.

Fire Alarms, Smoke and Heat Detection

We have installed heat and smoke detection monitors throughout our Schemes and properties, these are tested on a weekly basis by your Housing Manager (please see notice board for scheduled date and time). If you do not hear your alarm sounding at the time of the test, please notify your Housing Manager immediately.

If your heat or smoke detector starts to beep or develops a fault, please report this immediately.

Individuals are not permitted to cover, remove, or tamper with any of the fire detection equipment either within individual properties or the common areas. This includes resetting the fire alarm control panel when it has been triggered.

Fire Exits and Communal Areas

All fire exits are labelled with photoluminescent vinyl signs to guide you safely out of the building in the event of a fire. If any signs become dislodged, please report this immediately to your Housing Manager.

It is important to keep all communal areas, corridors, walkways, stairwells and fire exits free from obstruction. If you see any items left within these areas, please report them immediately to your Housing Manager who will remove them. Please note that jLiving has adopted a 'zero tolerance' policy in this respect and items will be removed.

Dry Risers

Several of our blocks are equipped with dry risers located in communal areas on each floor. The dry risers are there to assist the Fire Brigade with access to water. Please do not tamper with locks, open or attempt to use the dry riser, this can become extremely dangerous and cause considerable damage.

Dry risers are checked on a regular basis. If you notice something peculiar with the dry riser cupboard, please report it immediately to your Housing Manager.

AOV (Automatic Opening Vent)

A few of our blocks have AOV's installed which are designed to open automatically in response to fire and smoke. The AOVs help clear the air aiding in creating a safe escape route. The AOVs are tested weekly to ensure they operate correctly in the event of a fire.

Residents are not permitted to operate these windows at any time.

Fire Extinguishers

Fire extinguishers play a vital role in early fire protection, they are a first aid response and help in preventing extensive damage to property and loss of life.

We carry out regular inspections to our fire extinguishers and ask that if you notice any damage, leaks or tampering, these are reported immediately to your Housing Manager.

Fire extinguishers are only for use by trained persons.

Flat Door Inspections and Door Closers

As part of our ongoing compliance obligations, we are required to inspect your flat door annually. The inspections are to ensure your flat door acts as a fire door in the event of a fire. The door must self-close with the support of a door closer.

We do not permit the installation of dead locks to flat doors; in the event of a fire, you should be able to exit your property with one action and without the use of keys. If any tenant has installed a deadlock, please notify your Housing Manager immediately.

We ask residents for your support in ensuring integrity of the door closers and request that you do not tamper with self-closers and report any defects or difficulties to your Housing Manager immediately.



Harry Jacobs House
Hove

 **living**

Communal Fire Doors

Throughout our Schemes we have cross corridor doors, which are left open with the support of a magnetic door holder, when the fire alarm is triggered these doors will automatically release, enabling them to close providing a protective barrier. Please do not obstruct these doors with any items.

These doors are inspected weekly by your Housing Manager and quarterly by our Compliance Team. If you notice any defects with these doors, please notify your Housing Manager immediately.

Lifts

In the event of a fire, no person is permitted to use the lift.

If you need help to evacuate your property in the event of a fire, please ensure that your Housing Manager is aware of this in order that we may update or amend your Personal Emergency Evacuation Plan - PEEP

Electric Cupboards

Tenants are not permitted to store items within an electrical cupboard, all cupboards must be free from personal items, especially combustible materials.

If items are found within electrical cupboards when inspected, they will be removed.

EICR (Electrical Installation Condition Report)

We conduct EICRs within your home every five years to ensure your safety.

Tenants are not permitted to carry out any electrical works without seeking permission from us first.

This is a reminder there are to be no extension leads and or plug sockets installed in your bathroom, these are a hazard.

Emergency Lighting

We carry out annual EICR testing to the communal lighting and a weekly flick test to ensure the lights are working efficiently.

The purpose of the emergency lighting is to provide sufficient lighting to enable you to evacuate the building safely and to illuminate other general fire safety features such as manual call points.

FRA (Fire Risk Assessment)

We carry out annual FRA to all our blocks, the purpose of these assessments is to ensure we are working in conjunction with current Regulatory requirements and ensuring your safety.

General

Smoking is not permitted within internal communal spaces.

Charging of electric scooters (e-Scooters) – this advice is taken from the London Fire Brigade. The full document is available online: www.london-fire.gov.uk/safety/the-home/e-scooters-and-e-bikes/.

- Do not modify or tamper with the battery – always follow manufacturer's advice.
- Allow batteries to cool before charging them.
- Batteries should always be charged on a hard flat surface where heat can dissipate.
- Regularly inspect batteries, as they pose a significant risk if damaged.
- Never expose batteries to extreme temperatures.
- Always follow manufacturer's instructions when charging.
- Never leave it charging unattended or charging when sleeping.
- Never block your escape route with an e-scooter.
- Ensure you have an escape plan in place in the event of a fire. Always call 999, never try to fight fire yourself.

We are working in line with current regulations and legislation which are updated on a regular basis, and we will be required to review and update our current practices in line with the regulatory requirements as they change. We will keep you updated on any significant changes.



Storerooms

For reasons of fire safety, we are not able to provide additional storage space or facilities for tenants.

Communal Lounge

The communal lounge is for the use of all tenants. Your Housing Manager will be able to advise you of any regular activities such as coffee mornings, card evenings, bingo, quizzes etc. We encourage tenants to arrange activities or parties within the communal lounge and ask that any such occasions are open to all tenants within the block. We ask everyone to remain mindful and remember that within the communal areas, such as the lounge, we respect the rules of Shabbat and High Holy Days.

PLEASE NOTE THAT ALL REFRESHMENTS MUST BE KOSHER.

On occasion external organisations and tenants' families request to use our lounge facilities. We politely remind tenants and their families that all tenants still have access to the lounge and facilities during any function or party, and to remain mindful of their neighbours during such parties and functions and keep noise to a minimum where possible.



Montefiore Court
Margate

Guest Room

A guest room is available for short stays by family or friends. A charge is made for this facility. Bookings can be made via your Housing Manager, and to get the dates that you require, it is advisable to give as much notice as possible. If more than one person wishes to book the room for the same dates, we hope you will understand that priority will be given if it is required for the relative or friend of a tenant who is unwell. The guest room may only be booked for a maximum of two weeks at any one time. Your Housing Manager will be able to advise you of the charges made for the room and of the charge made for cleaning. We would ask that payment is made in advance to secure the booking. We would also ask that relatives and friends leave the rooms in an orderly state. The Association reserves the right to recharge for any damages or breakages. We would also remind tenants that they remain responsible for the conduct of their visitors and to maintain respect for other tenants and the Housing Manager.

Laundry

A laundry room is provided within each block and is available for tenants' use. Each block operates its laundry on a different basis and your Housing Manager will be able to advise you whether machines are available on a 'first come first served' basis or whether there is a rota system. Where there is a rota we ask that you do not take another tenant's slot, as it may be the case that a member of their family or a carer calls at a pre-arranged time to do their washing. Our laundry facilities are not available on Shabbat or Yomtovim.

We would ask all users of the laundry to wipe round the machines after use and remove the fluff from the dryers, leaving the room in a clean and tidy condition.

Smoking

Smoking is not permitted within the communal lounge, or any of the common parts of the building.

Property Inspections

The Association may ask you to grant access to your flat on an annual basis so that your Housing Manager or a surveyor can perform an inspection of your flat and identify any repairs that you may not have noticed. You will be notified in advance of the inspection.

Risk Assessment

‘The assessment of possible danger, threat, perils or hazard to any individual or environment within the Association’

The Association is committed to good practice and as such firmly believes in completing regular risk assessments of all its buildings, fixtures, fittings and individual tenant flats. The Association positively encourages tenants to become involved in this process and as such you are urged to participate in the annual inspection of your property.

Throughout the year the Association engages various contractors and individuals to carry out inspections of all fire alarm equipment, lifts, boilers, windows, portable electrical appliances, and the general electrics of all the buildings. You may be asked to grant access to these contractors from time to time as the need arises. We ask that you fully cooperate to maintain a healthy and safe environment for you and your neighbours.

Should you become aware of any hazard that you believe to be a risk that may not already be known to the Association, you are asked to make your Housing Manager or Head Office aware as soon as possible.

As part of the Support Planning process, you will also become involved in risk assessment on a personal level when your Housing Manager completes your Support Plan with you. We are required to identify any factors which may be placing you at personal risk within your flat. Therefore we may ask you about your sight, hearing and mobility. By being aware of any risks that you may be facing we will be better prepared in the event of any emergency or may be able to arrange extra assistance to minimise the risk. For example, you may have difficulties with your hearing which in turn may place you at risk if there was a fire and you could not hear the alarm. By identifying this risk, we may be able to supply alternative means of alerting you to danger such as a flashing light instead of a sound fire alarm. If you fall or stumble within your flat, we may be able to organise a walking aid or some additional grab rails to help you. These are only a few examples, and the extent of our assessment will be made clear at the time of completing your Support Plan. Once again, we urge you to participate in this process to receive the level of support that you require.

Adaptations

The Association is keen that our tenants remain as independent as possible within their own flats. Very often, the smallest of adaptations to a flat (such as the fitting of grab rails) can make life a lot easier and safer. If you experience difficulty within your flat, you are recommended to contact the Occupational Therapists at your local authority and ask that they arrange to visit you to perform an assessment. If it is possible and practical to do so, the Association will normally arrange for the recommended works to be performed. In the case of expensive adaptations, e.g. the installation of a shower, the Association will make applications for the necessary funding from the relevant local authority following the completion of a professional Occupational Therapy assessment. Tenants are reminded that grants cannot be applied for retrospectively and therefore no works should commence until funding has been secured and agreed.

The Association will fund adaptations up to the value of £1,500 for those tenants who are in receipt of income related benefits. However, an Occupational Therapy (OT) assessment must still be completed before works can commence.

There is sometimes a long waiting list for a visit by an Occupational Therapist and you may also wish to discuss any difficulties with people such as your GP, Support Worker, Care Manager or Housing Manager. They may know of an easy solution to your problem, which does not involve building work, and which would therefore be quicker for you to organise. The Association recognises that the installation of flashing doorbells for those who are hard of hearing and the supply of handheld door entry systems for those who have problems with mobility can be supplied and installed without the recommendation of an OT. Your Housing Manager will be able to advise you and will inform Head Office to arrange the works if necessary.

Transfers

The Association allocates its flats based on need. Any tenant who wishes to apply for a transfer to another property owned by the Association may do so by completing a form available from Head Office or online. In practice, existing tenants are classed as being adequately housed and therefore it may only be possible to transfer to a different block under very exceptional circumstances or if there is little or no demand from external applicants. Any application to transfer will require the approval of the Head of Housing.

Any tenant who completes a transfer within the Association is respectfully reminded that it is a requirement that the property being vacated is left empty and newly decorated. If it is not, the Association shall reserve the right to pursue costs for the redecoration of the property. No transfer may take place until the tenant has signed and agreed to either meet the full cost of decorating or has arranged for an approved contractor to carry out the works.



Access To Information & Data Protection

A copy of the Association's General Data Protection Regulation (GDPR) Policy is included at the end of this handbook.

To respect the confidentiality of our tenants, we do not make personal information available to friends or relatives unless they have a Power of Attorney to act for you. Equally, information will not be passed on to a third party without your permission to do so.

Personal Information

Housing Managers hold a personal information sheet on each tenant. The sheet records names and contact addresses and telephone numbers for next of kin and doctors. It also records information about any medical conditions that a doctor or ambulance team may need to know about in an emergency as well as instructions in the event of your death.

Tenants are asked to keep their Housing Managers informed of any changes, in particular to the main contact names and addresses of their next of kin.



The Martins

Wembley

Confidentiality & Privacy

The Association views the privacy and confidentiality of its tenants as being of paramount importance. Under the terms of your Tenancy Agreement the Association will give you 24 hours' notice should access be required to your flat. Under no circumstances will access be given to contractors or employees of the Association without your express permission except in the case of an emergency.

You have been supplied with the only key to your flat. The only other means of access is by a master key which always remains in the possession of the Housing Manager. Each Scheme has a key safe which can only be utilised in the event of an emergency in the absence of your Housing Manager. The key safe holds a set of master keys which are used only in the event of an emergency.

Should you summon help in the event of an emergency and your Housing Manager is not on duty, your call will be answered by our emergency call centre. Should you require a doctor, ambulance or other emergency assistance the Help Line can grant access via the door entry system by way of a pre agreed code word. Your Housing Manager will be able to explain this to you in more details should you require.

Any information that you supply to the Association will be treated with absolute confidentiality and will not be shared with any other party without your permission or knowledge. Tenants who require assistance with claiming benefits and require an officer of the Association to advocate on their behalf will be required to give permission to do this. Should you have any concerns that your privacy or confidentiality has at any time been breached you are asked to bring this to the attention of your Housing Manager or the Head of Housing as soon as possible who will conduct a full investigation.

Support Planning & Income Maximisation

Whilst the completion of this document is by no means compulsory, we would urge you to complete the document in conjunction with your Housing Manager when requested, in order that we can ascertain that you are receiving all the services and support that you require. Your Housing Manager will arrange a mutually convenient time to visit you in your flat to complete the document. The document always remains confidential and can only be viewed by paid staff of the Association and only shared with a third party with your permission.

Your individual Support Plan will allow you to inform us of:

- Your next of kin details.
- Any medical details that will enable us to help you in the event of an emergency.
- Identify your care needs which in turn will enable us to help you to obtain additional care if you should need it.
- Identify whether you would like your Housing Manager to call or visit you every day.
- Assess whether you are receiving the correct state and welfare benefits and in turn help us to maximise your income wherever possible.
- Identify whether you require any adaptations within your flat to assist you if you are experiencing difficulties.
- Will allow you to express your ideas about your Scheme including social activities.
- Will allow us to ascertain that we have provided you with all the correct information in relation to your tenancy.

Your Support Plan will be updated on an annual basis but can be completed more frequently if you require or if your circumstances should change. Please do not hesitate to contact your Housing Manager or the Head of Housing if there is any aspect of your Support Plan that you wish to discuss at any time. You do not have to wait for your annual review.

Upon completion of the plan a copy will be kept on your confidential file, and you will be supplied with a copy for your records should you wish.

Safeguarding

As a provider of services to often vulnerable members of society, the Association is committed to protecting and safeguarding those in its care.

Consultation

We are keen to hear the views of our tenants and hold regular, open meetings within each block. A member of Head Office staff will normally be in attendance. Tenants will be notified in advance of each meeting and notices will also be placed on the main notice board. Please make every effort to attend.

From time to time, the Association will write to you asking for your views on certain topics and requesting a written response. It is important that you try to respond in order that we can obtain a representative opinion from you and your neighbours. Please advise your Housing Manager if you require letters to be written in large print.

Complaints

We hope that you will not have cause to make any complaints whilst you are a tenant. A copy of the Complaints Procedure and Policy can be found at the end of this handbook.

Harassment & Nuisance

The Association is committed to ensuring that its tenants can live peaceably in their homes without any interference from anyone else. It will take prompt action to investigate and remedy any complaint of harassment, whether the action complained of is from other tenants, staff, members of the Association, contractors or invited visitors. Tenants are reminded that they are responsible for the conduct of visitors whilst they are on the Association's premises.

Anti-Social Behaviour (ASB)

The Association views all matters relating to ASB seriously and is committed to ensuring that all staff and tenants can live peacefully and harmoniously without fear of intimidation arising from the actions and behaviours of others. The Association will take the necessary legal action to end an individual tenancy in the event of persistent Anti-Social Behaviour which may in turn jeopardise any individual's future applications for housing and may result in a custodial sentence.

A full copy of the Associations Anti-Social Behaviour Policy can be found at the end of this handbook.

Communal Fixtures & Fittings

All tenants are reminded that they are not permitted to tamper, remove or alter any fixtures or fittings within the common parts and to do so intentionally may be deemed to be an act of vandalism or criminal damage. Should any tenant become aware of a fault that requires immediate remedy they are asked to report the matter to their Housing Manager in the first instance who will advise on the course of action to be taken.

Likewise, tenants are requested not to tamper, alter or attempt to repair any electrical or plumbing fault or fixture within their individual property nor to remove any fixture or fitting. All problems must be reported to the Housing Manager in the first instance or the Helpline when out of hours.

Notices

The address for the receipt of legal notices is Jewish Community Housing Association Ltd. Harmony Close, Princes Park Avenue, London NW11 0JJ.

Moving Out

There are no standard reasons why tenants terminate their tenancy, but the most common ones are that they wish to move so that they can be closer to their families or that they require more care than is available within sheltered accommodation. Tenants are required to provide one month's, written notice of termination. The flat should be cleared of all furniture and possessions by the end of the notice period and keys returned to the Housing Manager on or before the date that the tenancy ends.

Tenants are asked to leave the flat in a clean condition and in good decorative order. The Association reserves the right to call in decorators and other contractors, if required, to bring the flat back to a lettable condition, and to forward invoices for reimbursement. It is the responsibility of the departing tenant to arrange for all utilities such as electricity, telephone etc. to be terminated and to advise the Council in respect of Council Tax.



Oberman House

Hove

 **living**

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Anti-Social Behaviour (ASB)

Introduction and Scope

jLiving believes that every tenant and leaseholder should enjoy living in their home and scheme – however the Association is mindful that some tenants may cause a nuisance for their neighbours and may display behaviour that is unreasonable and by its very definition, Anti-Social. In some situations, this behaviour may be serious and on occasion criminal.

This policy outlines jLiving's position on ASB. It will outline our approach in tackling ASB. It will ensure that tenants, leaseholders, staff, and contractors have realistic expectations and understand their own personal responsibilities and will provide advice and guidance on tackling and resolving ASB incidents.

jLiving is committed to ensuring that tenants, leaseholders, staff, and contractors do not suffer insecurity, fear or unnecessary distress as a result of ASB. The Association recognises and understands that ASB that is not challenged can have a significant impact on all affected.

The area and scope of ASB is broad and challenging and can vary from minor disputes between neighbours who may have different lifestyles and or personal challenges to severe nuisance, harassment and even violence. It is not always confined to individual properties but can occur anywhere either within or external to a scheme and can also involve individuals who are not tenants, leaseholders, or staff.

jLiving is committed to addressing all forms of ASB in a professional, appropriate, and consistent manner whilst remaining proportionate and mindful of all the circumstances. jLiving will maintain a supportive and victim centred approach and will adopt a multi-agency approach and work with our partners in the Police and Local Authority to ensure the best outcome for all concerned.

What Is Anti-Social Behaviour?

The Anti-Social Behaviour, Crime and Policing Act 2014 defines Anti-Social Behaviour (ASB) as:

1. Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person.
2. Conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises.
3. Conduct capable of causing housing-related nuisance or annoyance to any person.

Examples of Anti-Social Behaviour?

- Physical violence and/or threats of violence.
- Hate-related incidents (such as those based on race, sexual orientation, gender, disability or belief).
- Verbal abuse, harassment, intimidation or threatening behaviour.
- Noise nuisance – an ongoing or persistent noise at any time of the day or night.
- Vandalism and damage to properties, including graffiti.
- Dropping litter or dumping rubbish, including fly-tipping.
- Criminal behaviour, for example prostitution or sexual acts, drug dealing, violence or threats of violence.
- Pets being allowed to foul in public spaces.
- Misuse of communal areas, public areas or loitering.

What Isn't Anti-Social Behaviour?

We would not normally consider behaviour around different cultures or lifestyles, or which may not be considered unreasonable by most people, as ASB. These are:

- Cooking smells.
- DIY during reasonable hours.
- Minor or occasional car repairs.
- Young people gathering socially or children playing.
- Someone parking lawfully outside your home.
- Civic disputes between neighbours (such as boundary issues or shared driveways).
- Day to day living noises such as:
 - Footsteps in a neighbouring property.
 - Children playing,
 - Occasional dog barks.
 - The noise of household appliances, or music or TV noise at a low level.

Rights and Obligations

The Tenancy Agreement, whether it is a Starter Tenancy or Assured Non-Shorthold – is a contract between jLiving and its tenants and gives rights and responsibilities to all. All tenants have the right to live peacefully in their own home but also have the responsibility of ensuring that they and or their visitors do not cause nuisance or harassment to others.

The Tenancy Agreement has a number of clauses clearly stating how tenants and their visitors must not do anything that causes a nuisance or harasses others. All tenants are reminded of these obligations at the time of the commencement of their tenancy and these are reviewed throughout the 1st year of the tenancy i.e. the Starter Tenancy period. These responsibilities are also indicated within the Tenants' Handbook.

- To use the property for residential purposes only and as the tenant's principal home – not to operate any trade, business or profession at the property or within the premises as a whole that might cause a nuisance or annoyance to other persons in the neighbourhood.
- Neither to cause nor to allow members of his or her household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant agent employee or contractor of the Association.
- Neither to commit nor to allow members of his or her household or visitors to commit any harassment or threat of harassment on the grounds of race, colour, religion, gender, sexual orientation or disability that may interfere with the peace and comfort of or cause offence to other persons in the neighbourhood or to any tenant employee or contractor of the Association.
- Neither to play nor to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the premises between the hours of 11.00pm and 8.30am.
- No pets are to be kept on the premises unless it is a Guide Dog – essential for a tenant's peaceable occupation.
- To ensure that the religious observance of other tenants and their visitors is always observed.
- Not to block roadways and other vehicular access and to keep them and the car parking spaces clear of unroadworthy vehicles and other obstructions.

Additionally

- Not to commit or allow / enable visitors to commit any act associated with the illegal use or supply of drugs.
- Not to commit or allow / enable visitors to commit threats, acts of violence or wilful damage to property.

Leaseholders are also required and expected to conduct themselves appropriately and in the same manner as tenants. Where ASB is found to exist, the Association will adopt a similar approach to enforcement and support to leaseholders. Such remedies may include mediation, Acceptable Behaviour Agreements, Anti-Social Behaviour Injunctions and or Orders – i.e. ASBO or ASBI and in the most serious cases may take action to pursue the forfeiture of the lease.

Existing Prevention Methods

- Clauses relating to nuisance and ASB are included within existing Tenancy Agreements.
- Obligations in terms of conduct and behaviour are discussed at tenancy sign up.
- All new tenants are issued with a Starter Tenancy for a period of 1 year within which behaviour and conduct are monitored. Tenancies will not be extended if ASB has occurred.
- Working with local authority partners to ensure that balanced and sustainable communities are achieved and sustained.
- Multi agency working with external partners and agencies including, but not limited to, local authorities, the Police and other housing providers.
- ASB policies and successful actions to be shared and publicised via the jLiving website where appropriate.
- Early intervention wherever possible in low level nuisance cases to prevent escalation.

If ASB is Being Experienced

If any tenant or leaseholder believes that they are experiencing ASB the following should be considered in the first instance:

- Consider whether your fellow tenant or neighbour has a different lifestyle or culture to you – are their actions really unreasonable?
- Do you feel that you could talk to your neighbour or fellow tenant directly?
This can be effective in instances of low-level nuisance.
- If so, listen to your neighbour or fellow tenants as they many also be suffering from nuisance.
- Advise your Housing Manager in the first instance – either in writing, by telephone or face to face.

Any tenant or leaseholder must be aware of their own responsibility in assisting jLiving to resolve issues – this may include:

- Participating in mediation.
- Maintaining a diary of events.
- Contacting Environmental Health if the nuisance relates to vermin or noise.
- Contacting the Police where a crime has been committed or there is immediate risk of harm.
- Being prepared to act as a witness in court if legal proceedings are pursued.

What Will jLiving Do: What Can Tenants and Leaseholders Expect?

Before taking any action jLiving will fully consider all the issues including:

- How serious is the complaint?
- Previous attempts that have been made to resolve the issue.
- The frequency of the problem.
- Have there been previous complaints about the alleged perpetrator?
- What are the risks posed?
- What support needs does the victim and/ or alleged perpetrator have?
- Does jLiving have the authority and or jurisdiction to manage and resolve the issue?

When ASB is reported it will be assessed as being category 1 or 2 depending on the gravity of the situation and will be managed accordingly.

Category 1 ASB will be instances of intimidation, immediate threat to wellbeing of an individual and violence. Category 2 cases are those where there is no immediate threat to the wellbeing of an individual and may include for example noise nuisance.

jLiving will:

- Keep you informed of who is dealing with your complaint.
- Advise you of the category of your complaint.
- Where a visit is required – will visit within 24 hours of a Category 1 case and within 1 week for Category 2.
- Advise you how to maintain a diary.
- Advise you of your rights and responsibilities.
- Advise of the options available to move forward.
- Advise you of the action plan and timescale.
- Carry out regular reviews – assess progress and review actions taken and planned.
- Where matters are worsening, the situation will be reassessed, and more stringent action may be taken if appropriate.
- Advise of alternative sources of support.

- Close the case when the behaviour or nuisance ceases or when it is decided that no further action can be taken – e.g. neighbour disputes where one or both parties refuse to cooperate with the plans of action suggested and proposed by jLiving.

jLiving will make full use of the opportunities and remedies available to manage and remedy ASB – a planned approach will be adhered to based on the severity and frequency of events. These will include:

- Verbal and written warnings.
- Acceptable Behaviour Agreements – written agreements between the person accused of ASB and jLiving and any other involved organisation.
- ASBO's – Community Based Civil Orders made by a Court of law. Any breach of an order is considered to be a criminal act and can result in a prison sentence.
- Injunctions – An Order handed down by the Court that requires an individual to perform a specific act or to refrain from a specific act.
- When an Injunction is granted – the Court may also impose a Power of Arrest if there is a threat of violence or significant risk of harm.
- Possession – this is a last resort action to take possession of a property and evict the tenant/s where a Court is satisfied that a tenancy condition has been breached.

Support for Witnesses and Complainants

Whatever action is taken by jLiving, staff will ensure that any tenant or leaseholder experiencing ASB, whether complainant or witness, remains supported and remains informed of progress and updates.

jLiving accepts that the responsibility to support complainants and witnesses may not end with a court hearing and will continue to provide support and guidance where appropriate and for as long as possible and feasible within the resources available.



Perpetrators of ASB

jLiving will endeavour where possible to ensure that perpetrators of ASB are afforded the opportunity to modify their behaviour and continue successfully with their tenancy. When complaints of ASB are received jLiving will assess the level of vulnerability or need for support of the perpetrator and work with the individual to access appropriate support where possible.

This may include, if appropriate, referral to the local authority or non-statutory services for additional support services, mental health services and in cases of Category 1 nuisance the Association's Welfare Officer service.

Where it is known that the perpetrator's behaviour is directly linked to their disability every effort will be made to access appropriate specialist support wherever possible. Should this prove to be unsuccessful then the Association will progress with enforcement action. jLiving will however continue to encourage the perpetrator to engage with additional services to assist in modifying behaviour.

Commitment to Multi-Agency Working

jLiving will remain committed to working in partnership with the following to minimise and mitigate the impact of ASB:

- Community Safety Teams – ASB Units.
- The local Police and associated Safer Neighbourhood Teams.
- Police Liaison Officers.
- Other Registered Providers of Social Housing.
- Care Agencies.
- Support Agencies.
- Victim Support Groups.
- Local Authority Housing Departments.

Conclusion: Information Sharing, Confidentiality and Data Protection

jLiving recognises that there can be a conflict between the desire for the complainant in an ASB case to preserve their identity and the requirement for the Association to progress matters, particularly court or legal action. jLiving will always seek to endeavour to obtain permission from complainants or witnesses before disclosing information to the perpetrators of ASB or their legal representatives. The implications of not disclosing information will be carefully and appropriately discussed with complainants and witnesses and support will be offered.

Information about complainants and perpetrators will be shared with other agencies for the sole purpose of preventing further ASB and will be executed within a formally agreed Information Sharing Protocol.

Sharing information within communities where ASB is occurring is an essential tool in prevention – however care will be taken to ensure that confidentiality is not breached. Where Injunctions, ASBO's, ABA's are granted, jLiving considers that it is not unreasonable to share this information with the wider community – specific grounds and details will not be disclosed.

jLiving recognises that particularly in the case of ASBO's and ABA's it may prove necessary to publicise information about the perpetrator and the terms of the Order to ensure that the Order is being fully complied with and to give reassurance that jLiving views matters of ASB seriously.

jLiving may communicate general information to the wider community, however, identities will be protected.

This policy remains subject to regular review and the Association remains committed to ongoing legal and regulatory requirements and best practice.

Compensation Policy

Our Approach to Compensation

jLiving is committed to consistently providing a high-quality service to our tenants and leaseholders, but from time to time, the level of service provided may fail to achieve the agreed standards and it may sometimes be appropriate to offer compensation. In these circumstances, we will consider making a discretionary offer of compensation.

This Policy outlines the provision for compensation and redress where tenants have experienced financial loss or acute inconvenience due to service failure, poor performance or unavoidable disruption.

The Policy applies to all types of tenants or leaseholders of the Association and does not apply to other members of the public with whom the Association has no contractual relationship.

What We Mean by Compensation

Compensation is a payment that we offer tenants in certain situations, for example if we have not met the service standards that we aim to achieve or because we require someone to move out of their home because we need to improve the property.

What You Can Expect

Home Loss and Disturbance

If you have lived in your home for at least a year and we ask you to move out permanently, we will give you a home loss payment. You may also be entitled to a disturbance payment to compensate for your moving costs. For permanent moves, we will pay your removal costs as well as the costs of transferring your phone, disconnecting, and reconnecting your cooker and other unavoidable costs relating to the move. The costs must be reasonable, and you will need to provide receipts.

For temporary moves, we are not legally obliged to make a payment, but we may consider contributing to the costs of your move. We consider each case individually.

Heating Breakdown

If your heating breaks down during cold weather, we can provide you with temporary electric heaters if you do not have any of your own. We will contribute £2.15 a day towards your extra electricity costs. Please remember that for safety reasons, we do not allow gas or paraffin heaters to be used in our properties.

When you cannot use rooms or services in your home

We may pay compensation if you are not able to use a room or service in your home because of a repair problem that is our responsibility. The table below shows the payments we may make. In each instance, we will only make one of the compensation payments described – we do not ‘stack up’ multiple payments.

- No sanitary provision at all (where all toilets in the dwelling are completely unusable) – 100% of rent (after 24 hours).
- A complete loss of cold-water supply – 100% of rent (after 72 hours).
- A complete loss of electricity supply – 100% of rent (after 72 hours).
- From October-March: a complete loss of heating, where no temporary alternative heating is provided – 100% of rent (after 72 hours).
- No hot water – 20% of rent (after five working days).
- Kitchen out of use – 20% of rent (after 72 hours).
- Bathroom out of use – 20% of rent (after 72 hours).
- Living room out of use – 20% of rent (after ten working days).
- No use of any facilities where guest room accommodation is provided as an alternative – 50% of rent (after five working days) up to a maximum amount of £350.00.

Tenants' Improvements

If you are moving out of your home, you can request a compensation payment for certain improvements you made to the property and are leaving in it where you can demonstrate that improvements were made with our permission.

The home improvements which may qualify for a compensation payment are:

- A bath, shower, wash hand basin or toilet.
- A kitchen sink.
- Storage cupboards in the kitchen.
- Work surfaces for preparing food.

To qualify for a compensation payment, you must have:

- Written to us before carrying out the work and received our consent in writing.
- Sent us two independent quotations for the work (we do not compensate for works you completed yourself).
- Provided current insurance details for the contractors carrying out the works.

We will not compensate you if we are evicting you for breaking your tenancy conditions, including rent arrears.

If you request a compensation payment at the end of your tenancy and meet the qualification criteria, we will decide what to pay based on how much the improvement costs you and how long it is likely to last. Please note that depreciation costs will be applied. jLiving only pays amounts between £50 and £3,000.

What Will Happen After We Make a Compensation Offer?

When we make an offer of compensation, you must respond to the offer within 28 days and accept it within three months. If you owe us rent, and the arrears are not due to be paid by housing benefit, we will credit any compensation or other payment to your rent account unless the payment is for a specific item (e.g. to replace a damaged item of furniture). If this is the case, we will replace the item quickly or make payment upon receipt of the appropriate invoice or evidence of purchase.

How to Contact Us About Compensation

For more information please email us info@jliving.org.uk or call Head Office on 0208 381 4901.

Complaints Policy & Procedure

This policy has been reviewed considering the Housing Ombudsman's Complaint Handling Code – April 2024 and applies to any individual using or directly affected by jLiving's services.

jLiving provides the opportunity to make complaints to allow for dissatisfied individuals to seek redress and to enable jLiving to review and monitor its performance and delivery of services. We will consider all matters of complaint referred to the Association on an individual basis and apply the following policy and procedures.

jLiving aims to provide an excellent service to all tenants and leaseholders and always welcomes and embraces constructive comments, suggestions, and ideas on how to continuously improve all the services that we offer. However, we realise that as an organisation we may not always get it right.

jLiving believes that by working together positively and constructively with tenants and leaseholders, most problems can be overcome and easily resolved, therefore we will always try to get it 'right first time' and will always seek to resolve matters informally at the time that a complaint is made.

This policy can also be found on our website – www.jliving.org.uk, within our Tenant Handbook, on noticeboards within your Schemes and on your digital noticeboards.

What Is a Complaint?

The Housing Ombudsman's Complaint Handling Code defines a complaint as '.....an expression of dissatisfaction however made, about the standard of service, actions or lack of action, by the organisation, its own staff or those acting on its behalf, affecting an individual resident or group of residents'. A complaint could therefore be:

- We have failed to adequately respond to an initial request
- We have been unhelpful or rude
- We have failed to meet our stated standards or promises
- We have given unclear, misleading, or unsuitable advice.
- We have not complied with our own policies and procedures.

What is Not a Complaint?

A complaint is not a first attempt to request a service or an enquiry. A service request is a request from an individual requesting action to put something right. Staff are encouraged to take all reasonable and necessary steps to resolve any issue raised as soon as possible and many matters can be resolved by staff without the need to refer the matter as a formal complaint. A formal complaint should be raised when the individual is dissatisfied with the response to their service request. Service requests will however be recorded to ensure that they are resolved satisfactorily.

A complaint should be raised when an individual expresses dissatisfaction with the response to their service request, even if the handling of the service request remains ongoing. jLiving will not stop their efforts to address the service request if the tenant also raises a complaint.

A complaint is not a report of anti-social behaviour. Anti-social and nuisance behaviour is dealt with under a separate procedure and will not be dealt with through the complaints procedure unless we have failed to meet our stated standards.

An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, jLiving will ensure that the individual completing the survey will be made aware of how they can pursue a complaint if they wish to. Where and when we ask for wider feedback about our services, we will also provide details of how individuals can complain.

We will not deal with the following via the complaints procedure:

- Complaints about other tenants or leaseholders
- Any matter that has or is being dealt with by a solicitor.
- Any matter that is being dealt with by our insurers.
- Complaints that are already being considered by the Ombudsman
- Any matter that occurred more than 12 months ago
- Complaints that have already been considered under the procedure and process and that are, in the opinion of jLiving, being pursued in an unreasonable way.
- Complaints that fall outside of jLiving's jurisdiction
- Decisions where there is already a right of appeal unless we have not followed our own procedures.
- Service charge and rent levels – i.e. dissatisfaction with the amounts charged rather than an incorrect calculation.

If jLiving decides not to accept a complaint, a full explanation will be offered as to why the complaint is not suitable for the process.

Where an individual does not agree with this decision, they will be advised of their right to approach the Ombudsman when they are responded to.

How to Make a Complaint

Complaints can be made by telephone, in writing, by email, via our social media platforms or in person to a member of staff. Please note however that we will not respond via social media to complaints but will respond in writing or by telephone call. All staff are trained and experienced and understand that complaints are an opportunity to improve services and are not a threat. All staff are encouraged to identify potential complaints and to assist tenants and leaseholders to raise them. All jLiving staff have received Complaints Handling Training and ongoing support and training is provided to our staff through regular supervision meetings.

Individuals may prefer that a family member or friend raises a complaint on their behalf, if this is the case, we would ask that we have your consent for somebody to act on your behalf, either in writing or in person.

How Will jLiving Respond to Complaints?

jLiving will make every effort to resolve a query or complaint as quickly and as informally as possible and in line with the Housing Ombudsman Complaints Handling Code requirements. In many instances it is possible to resolve a complaint as soon as it is raised or reported, however there will be occasions where we may need to gather more information or seek advice.

Where an informal approach does not resolve the problem, the matter will be considered as a formal complaint.

jLiving staff will make every endeavour to advise how long the process is likely to take.

jLiving will deal with complaints objectively and will apologise where jLiving has been at fault. jLiving will offer compensation where the situation or matter warrants it.

jLiving will not unreasonably refuse to escalate a complaint unless it falls within the list of exclusions stated where the policy does not apply.

However, jLiving reserves the right to refuse, consider or review complaints when a tenant or leaseholder's conduct, action or behaviour is considered to be unreasonable and or unacceptable.

Whilst jLiving will always seek to find a resolution before making this decision and will always endeavour to respond in a fair, balanced and proportionate manner, on occasion we shall need to invoke this clause to ensure the safety and wellbeing of staff and ensure that the Associations resources are utilised in a proportionate way. As a small organisation, jLiving is mindful that any complainant behaving in an unreasonable and disproportionate manner can impact on resources within a small team which in turn can negatively affect service delivery to other tenants and leaseholders.

Examples of unreasonable complaints:

- The complainant is using aggressive, threatening and or offensive language or displaying associated behaviour.
- The volume of emails, calls or correspondence being received are extensive and unmanageable.
- The outcomes being sought are unreasonable.
- There is nothing further that jLiving can do to assist.
- The complainant continues to raise the same or related complaint when the complaint process has been exhausted and concluded.
- The resources required to deal effectively with the complaint are disproportionate to the benefit of the outcome being sought.

If a complaint is identified as being unreasonable, jLiving will:

- Explain this clearly and set out our expectations moving forward
- Assess the needs of the complainant and refer them for additional support if required.

Complaints About Third Parties

Where individuals wish to raise a complaint in relation to services provided by a third party on behalf of the Association, we ask that these individuals refer the matter to jLiving in the first instance. The matter will be dealt with in accordance with this policy – i.e. where the matter can be resolved quickly and informally, we will undertake this by communicating with the contractor or third party and reverting to the individual concerned.

Where the matter cannot be resolved informally and may require more investigation, the Association will again liaise on behalf of the tenant and commence Stage 1 of the Complaints process. There is no expectation that tenants should have to pursue a third party's Complaints process unless they expressly wish to do so.

When raising matters on behalf of individuals, the Association will ensure that all third parties are aware of the Association's obligations in relation to the code and the timescales prescribed.

Third Parties as Adjudicators or Investigators

In some exceptional circumstances the Association may utilise the services of a third party to investigate a complaint or assist with an investigation. The Association will ensure that any third party engaged on this basis is fully aware of jLiving's obligations to comply with the Ombudsman's Complaint Handling Code in terms of timescales and response. In the event of any unforeseen delays and in accordance with the Code, the Association will advise individuals accordingly of their right to seek assistance or guidance from the Independent Housing Ombudsman.

Complaints Officer

The nominated Officer for the organisation is the Head of Housing. The Complaints Officer's role is to ensure that jLiving acts sensitively and equitably, that all staff are trained to receive and deal with complaints, enables access to all staff at all levels to allow for the quick resolution of complaints and that staff have the authority and autonomy to act to resolve complaints quickly and fairly.

Reasonable Adjustments

jLiving remains mindful of its obligations as detailed in The Equality Act 2010 and will make reasonable adjustments for individuals with a disability. jLiving will make reasonable adjustments where it is necessary for individuals with protected characteristics to ensure that the same service is provided in so far as is reasonably possible as to those who do not have a disability. Regarding this policy, this may mean allowing additional time for information to be provided or to respond to enquiries. This may also allow for extra time in addition to the 12-month limit for raising a complaint, based on the merits of the complaint.

What Remedies Will jLiving Offer ?

Where something has gone wrong, jLiving will acknowledge this and will advise of the actions already taken or it intends to take to rectify matters these remedies may include,

- Offering a full and unreserved apology
- Acknowledging where things have gone wrong.
- Providing an explanation, assistance, or reasons
- Taking action in the event of a delay
- Reconsidering or changing a decision
- Amending a record, adding a correction or addendum
- Providing a financial remedy
- Changing policies, practices, or procedures.

The remedy offered will reflect the impact on the individual as a result of any fault or error identified.

Timescales in respect of remedies offered will be included both within Stage 1 and if escalated Stage 2 responses.

Formal Complaints

Stage 1: Investigation of the Complaint

If the matter or complaint cannot be resolved informally, it will be escalated to Stage 1 and the Head of Housing or other designated Manager will contact you within five working days to discuss the matter further and try to agree a positive resolution. Where possible the matter will be discussed in person or by telephone. A timescale will be agreed, and the relevant Manager will then complete their investigations as quickly as possible. They will feedback to you again in person or by telephone or an agreed means of communication and will then send an outcome letter advising of the outcome and any actions to be taken.

jLiving will advise tenants throughout the process of their rights to access the Independent Housing Ombudsman Service throughout the investigation of their complaint and not only when the Association's procedure is at an end. Individuals will be informed of their right to seek impartial advice from the Independent Housing Ombudsman's dispute support advisors.

In accordance with timescales set out by the Housing Ombudsman – Stage 1 response – within ten working days of receipt of the complaint. If this is not going to be possible, an explanation will be offered, and a revised timescale advised. This will not normally exceed a further ten working days without proper reason. Again, jLiving will provide individuals with contact details for the Housing Ombudsman if the extension period is disputed.

Where additional complaints are raised during the investigation, these will be incorporated within the Stage 1 response if they are relevant, and the Stage 1 response has not been sent. Where the response has been issued or the additional investigation would cause a delay, the complaint will be logged as a new complaint.

Should individuals remain dissatisfied with the outcome of Stage 1 of the Complaints Procedure, they proceed to Stage 2 as follows below. This should be submitted within ten working days. If the request to escalate is not received within ten working days, the matter will be closed.

At Stage 1 the Association will define and set out :

- the complaint stage
- the complaint definition
- the decision on the complaint
- the reasons for any decisions made
- the details of any remedy offered to put things right
- details of any outstanding actions
- details of how to escalate the matter to the Ombudsman

Where the grounds of the complaint are not clear, the Association will seek further clarity from the individual and may need to offer a revised timescale.

Where the outcome of the complaint is clear and can be communicated quickly and clearly, then the Association will do so although the actions to resolve the complaint may still be in progress. The Association will keep individuals updated.

Stage 2: Review and Decision

Where individuals remain dissatisfied with the outcome and response of the Stage 1 investigation, they may request for their complaint to be reviewed. They should advise why they do not agree with the outcome of Stage 1 and advise where possible the outcome that is sought. This will be undertaken by the Chief Executive or other nominated Senior Manager or Board Member in her absence, who will complete a further investigation as quickly as possible. An outcome letter will then be sent detailing any actions to be taken. The outcome of the review stage will be final.

Requests to escalate will be logged and acknowledged within five working days following which a Stage 2 response will be offered.

The Association will not question the reason to escalate unless the outcome sought is not clear.

Where the outcome of the complaint is clear and can be communicated quickly and clearly, then the Association will do so although the actions to resolve the complaint may still be in progress. The Association will keep individuals updated.

If it is not going to be possible to offer a response within 20 working days an explanation will be offered and revised timescale advised. This will again not normally exceed a further ten working days without proper reason.

Stage 2 responses will include the following:

- the complaint stage
- the complaint definition
- the decision on the complaint
- the reasons for any decisions made
- the details of any remedy offered to put things right
- details of any outstanding actions
- details of how to escalate the matter to the Ombudsman

jLiving will advise tenants throughout the process of their rights to access the Independent Housing Ombudsman Service throughout the investigation of their complaint and not only when the Associations procedure is at an end. Individuals will be informed of their right to seek impartial advice from the Ombudsman's dispute support advisors.

This is the end of jLiving's internal complaints procedure.

If You Are Still Dissatisfied

If you remain dissatisfied following the completion of jLiving's internal complaints procedure you can now direct your complaint to the Independent Housing Ombudsman as below :

WWW.HOUSING-OMBUDSMAN.ORG.UK

Telephone – 0300 111 3000

We recognise the value that complaints provide, and we have processes in place to ensure we capture the details and learning when we conclude our complaints process.

We will:

Record and monitor all the complaints we receive and use this information to deliver process and service improvements. This information is shared and reviewed with relevant jLiving committees and the Board.

Have a member of our Board who will have lead responsibility for complaints.

As a minimum, we will provide our Board with:

- Regular updates on the volume, categories, and outcome of complaints, alongside complaint handling performance including compliance with the Ombudsman's orders
- Regular reviews of issues and trends arising from complaint handling
- The annual performance report produced by the Ombudsman
- Individual complaint outcomes where necessary, including where the Ombudsman made findings of severe maladministration or referrals to regulatory bodies.
- The implementation of management responses will be tracked to ensure they are delivered to agreed timescales.

The Annual Self-assessment Against the Complaint Handling Code for Scrutiny and Challenge.

Each year we will carry out an annual self-assessment against the Complaint Handling Code to ensure our complaint handling remains in line with the code's requirements.

Use complaints as an opportunity to learn; we will identify lessons learnt and implement solutions.

Managing Personal Data

We will manage and process personal data in compliance with the Data Protection Act 2018 and 2018 GDPR. For further information on how we process personal data, please refer to our policies on our website or contact Head Office.

jLiving – Head Office – 0208 381 4901 or email info@jliving.org.uk

GDPR

(General Data Protection Regulation)

jLiving – Jewish Community Housing Association – needs to process personal data to be able to deliver services to applicants, tenants and leaseholders.

- To provide, manage and develop appropriate housing.
- To provide a reactive and planned maintenance and property service.
- To provide and manage day-to-day services including intensive housing management services for the purpose of tenancy sustainment.

We are committed to treating your information securely, respectfully and in accordance with data protection laws.

You can access our policy documents on our website: jliving.org.uk.

Recording Personal Information About You

Most of the information that we hold about you will have come from you when you applied to us for housing and during your tenancy with us. We may, however, also obtain information from third parties such as the local authority, your doctor - for medical information in support of your application and to assist in arranging assistance during your tenancy, a previous landlord or one of jLiving's community partners.

We will always explain why we need your information and how we will use it. We will only ask for information that is relevant and necessary for us to be able to deliver our services to you.

We may include additional information about you, for example if you have mobility difficulties or a sensory impairment, for us to be able to deliver our services more effectively to you.

Information Sharing

On occasion we are required to share your information with organisations that we work with or who provide services on our behalf. The Association will only share information that is relevant, and we will ensure that your information remains secure.

The Association may need to share information to provide services under contract or via our contractors. We may need to share your contact details with our maintenance contractors or where it is in our legitimate business interests, for example telling a utility company that you have moved, and you have responsibility for the payment of the bills. In cases such as these we do not need to ask for your consent. You have the right to object to us processing your data, however, only based on 'legitimate interests'.

jLiving Will Share Information:

- To meet our legal obligations.
- In connection with legal proceedings or where we are instructed to do so by Court Order.
- To protect the vital interests of an individual in a life-or-death situation.

When the information that needs to be shared is defined as 'special' for example information about health, ethnicity, religion etc. the Association will generally ask for your consent before any information is shared, unless we are required or permitted to share this by law.

Verification of Identity

The Association may need to ask for proof of your identity, where necessary, for services to be delivered or to ensure your eligibility for our services during the assessment process. Likewise, if you change your name and the Association needs to update its records, verification will be required. The Association may also verify your identity should you submit a Subject Access Request, and we may request additional identity checks when communicating with one of your representatives on the telephone.

Accurate and Up to Date

The Association asks that all applicants, tenants and leaseholders advise us if any information changes, so that records can be kept up to date. For example, if you change your telephone number or email address. The Association does not keep any information for longer than necessary and the Association's Data Retention Policy, on the jLiving website, states for how long information is kept.

Consent and Promotion of Services

The Association will use your contact details to communicate with you about all matters related to your tenancy and your primary relationship with the Association.

The Association does not have the ability or desire to send unrelated electronic marketing of any kind, nor will the Association sell your details to 3rd parties for the purposes of marketing.

Your Rights

You may ask for a copy of the personal information that we hold about you. This is known as a Subject Access Request – SAR. All requests must be put in writing and addressed to the Chief Executive. You may be asked to provide proof of identity.

All details relating to your rights in relation to your personal data may be found on the Association's website.

Examples of where we may need to share your information:

Statutory Bodies: Legal and Government Organisations

- Local Authorities – Social Services, Environmental Health, Council Tax.
- Health Authorities.
- DWP & Housing Benefit.
- The Social Housing Regulator and or the Homes and Communities Agency, and any other successor body.

The Police and Others Within the Criminal Justice System

- Probation Services.
- HM Prison Services.

Non-legal Organisations

- Other housing associations and landlords.
- Insurers.
- Banks.
- Utility companies – e.g. electricity.
- Credit Reference Agencies & Debt Collection Agencies.

Your Representatives

- A nominated friend, family member or solicitor.
- Local Councillor or MP.
- Medical professionals.

Persons or Organisations Associated with jLiving

- Maintenance contractors.
- Other organisations carrying out work or contracts on behalf of jLiving e.g. – to carry out a tenant survey.

jLiving is registered with the Information Commissioner's Office – reg no. – Z6491171.

Repairs Service

The Association will keep its properties in good repair and ensure that they are safe and fit to live in.

The Association will provide an effective, efficient, and responsive repairs service and will fulfil its landlord repairing responsibilities.

The Association will provide a 24-hour emergency repairs service.

Day to day repairs

The Association has set targets within which contractors are required to complete repairs. We have the following categories of repairs.

- **Emergency:** Examples would be total loss of heating, no electricity, (when this is within the Association's control), a serious leak etc. We aim to complete or 'make safe' such repairs within 24 hours.
- **Urgent:** Examples could include a dripping tap, loss of power from an electrical socket, broken extractor fan etc. These repairs are completed within one week of being reported.
- **Non-Urgent:** Re-hanging a door, replacement of taps, repairs to the common parts of the block which do not present a hazard etc. Contractors are asked to complete these works within one month.

A full list of repairs that fall within these categories is shown in the tenants' handbook.

Housing Managers will liaise with tenants regarding access to flats and will endeavour to make mutually convenient arrangements for tenants and contractors.

Scheme Managers will liaise with Head Office staff regarding the correct identification of the required repair and the most appropriate contractor.

Planned Maintenance

The Association will maintain contracts for the regular servicing and maintenance of lifts, central heating plant, door entry/warden call systems and fire alarm systems.

The Association aims to decorate the exterior of its properties every five years and the internal common parts every seven years.

Major Repairs and Improvements

Major repairs include (but are not limited to) items such as boiler replacement, installation of new windows, replacement of a warden call/door entry system, installation of new kitchens/ bathrooms etc.

The Association will inspect its properties on an annual basis to identify and prioritise major repairs.

In identifying and prioritising such repairs, the Association will take account of views expressed by tenants and Scheme Managers

The Association will maintain a ten year forward plan for identified major repairs and will set aside funds, annually, to meet projected major repairs expenditure.

The Association will make tenants aware of major repairs as they are due to be performed.

In the event that the performance of a major repair is anticipated to cause any disruption, the implications will be fully discussed with those tenants affected in advance. The Association will endeavour to make contingency plans to minimise inconvenience to tenants.

General

All repairs and maintenance work will be carried out with due regard to health and safety requirements.

The Association will not grant a contractor access to a flat to perform a repair unless with the express permission of the tenant concerned or in an emergency.

The Association regularly monitors repairs performance and publishes summary results within the annual report.

The Association will procure repairs with regard to value for money, obtaining quotations and inviting tenders where appropriate.

The Association will ensure that it seeks references in respect of all contractors and will require contractors to provide evidence of insurance cover.

The Association will not continue to use approved contractors who persistently fail to provide a quality service either in terms of workmanship and/or value for money.

The Association endeavours to post-inspect all repairs performed. Tenants will also be contacted on a random basis to ascertain their satisfaction with the repair performed.

Service Charge Information

Scheme Running Costs Eligible for Housing Benefit

- Provision of intensive housing management services and provision of associated accommodation in some Schemes.
- Provision and monitoring of security and health and safety of the Scheme.
- Cleaning of Common Parts.
- Window cleaning.
- Heating, lighting and hot water to Common Parts.
- Cleaning materials.
- Refuse collection.
- Cleaning of soft furnishings, carpets and curtains within Common Parts.
- Provision of plants and shrubs.

Maintenance Contracts Eligible for Housing Benefit

- Boiler house plant.
- Lift installation.
- Emergency and communal lighting.
- Fire detection alarm and smoke detection system.
- Fire fighting equipment.
- Communal gardening.
- Communal laundry equipment.
- Help line maintenance.
- Electrical safety.
- Pest control.

Provision for Renewal of Equipment Eligible for Housing Benefit

- Cleaning equipment.
- Refuse containers – where applicable.
- Carpets, curtains and furnishings within Common Parts.
- Communal laundry and communal kitchen equipment and fittings.
- Housing Manager's office equipment including IT.
- Garden equipment.
- Boiler house plant.
- Lift cage.
- Emergency and communal lighting.
- Fire detection alarm and smoke detection system.
- Helpline system and equipment.
- TV aerial.
- CCTV and security equipment.

Day to Day Repairs Eligible for Housing Benefit

- Communal laundry equipment.
- Cleaning equipment.
- Furniture and fittings within Common Parts.
- Housing Manager's office equipment.
- Garden equipment.
- Boiler plant.
- Lifts.

- Emergency and communal lighting.
- Fire detection alarm and smoke detection system.
- Helpline and door entry system.
- TV aerials.
- CCTV and security equipment.

Insurance Eligible for Housing Benefit

- Boiler house plant.
- Lifts.
- Furniture and fittings within Common Parts.
- Communal laundry equipment.

Provision of Heating and Hot Water to Individual Flats

- Not eligible for Housing Benefit.

Management and Central Costs Eligible for Housing Benefit

- Centralised administration costs.
- Professional fees.
- Staff training.
- Postage.
- Stationery.

- Central management costs – apportioned between services and rent.
- Travel costs – where applicable to individual Schemes.
- Tenant participation.
- Professional memberships.
- IT.
- Telecommunications.
- Sundry items and Scheme petty cash float.

Core Rent Eligible for Housing Benefit

- Housing Manager costs – 30%.
- Ground rent or mortgage where applicable.
- Council tax on void properties.
- Buildings insurance.
- Maintenance of individual flats – day to day repairs.
- Major repairs – sinking fund.
- Depreciation costs.
- Finance costs.
- Sinking fund provision.
- Voids allowance.
- Management costs – apportioned between rents and services.
- Notional rent.





www.jliving.org.uk

info@jliving.org.uk

0208 381 4901

jLiving – Leading the Jewish community in providing affordable, secure, welcoming accommodation, including associated services for those aspiring to live independently.