**Guide to your home**

A practical guide to looking after your council home [www.rotherham.gov.uk/housing](http://www.rotherham.gov.uk/housing)

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**Welcome**

Welcome to your Council home. This guide has been written by Rotherham Council and provides useful information and advice to help you look after your home.

**Your tenancy agreement**

Your tenancy agreement exists to help you and us to provide the best possible home and neighbourhood for you to live in.

Your tenancy agreement will have been given to you when you moved into your home. It is a signed legal contract made between your landlord (the Council) and you. It is designed to clarify responsibilities between us and you. As such, you must carry out the obligations set out within the agreement.

By signing your tenancy agreement, you agree that you are responsible for paying your full weekly rent.

**Types of tenancies**

There are a number of different tenancies:

* Introductory
* Periodic (lifetime)
* Demoted
* Fixed/Flexible term

Your tenancy agreement tells you which tenancy you have received. All new tenants start as ‘Introductory’ tenants.

**Introductory**

This means that for the first 12 months you don’t have the same rights as someone with a secure tenancy (periodic or fixed term). If your behaviour as an introductory tenant is not satisfactory, we may extend the introductory period or in serious cases evict you. As an introductory tenant you do not have the right to:

* Take in lodgers/sublet
* Make improvements
* Exchange with another tenant
* Buy your Council home

**Periodic**

A periodic tenancy is one that rolls on a weekly or monthly basis with no end date. However, if you breach a term in your agreement we may change your tenancy to a demoted tenancy.

**Demoted**

A demoted tenancy is created by a Court Order and can only happen if a Court agrees you have broken a term or condition of your tenancy. This type of tenancy means you have fewer rights than someone with a secure tenancy.

**Fixed/Flexible Term**

A fixed/flexible term tenancy is a secure tenancy that lasts for a fixed, specified period. As a tenant with a fixed/flexible term tenancy you have the same rights as someone with a periodic tenancy, however the term of the tenancy only lasts for a fixed period. Your tenancy agreement will tell you what the length of your tenancy is.

The Council will begin to review your tenancy 12 months prior to the end of the term to decide whether to grant you a further tenancy, and if so whether that will be a tenancy at the same property or for a different property. We will write to you to tell you the outcome of the review.

**Sole and joint tenancies**

A Council tenancy can be in a sole name or joint names. Each person named as a tenant on the agreement is equally responsible for the payment of rent and any breaches of the agreement – even if one of the tenants leaves the property. If this happens you should discuss your housing options with the Council.

**Guarantors**

If you are under the age of 18 years you will need someone to guarantee your tenancy. This person is known as a Guarantor. In these circumstances you must sign your tenancy agreement as the tenant and your Guarantor must sign a Guarantor’s Agreement. The Guarantor’s Agreement will state how long the tenancy is to be guaranteed. This will normally be until your 18th birthday. The Guarantor has a responsibility to:

* Advise and support the tenant to understand the conditions of their tenancy
* Pay any rent arrears the tenant is unable or refuses to pay
* Pay any costs, damages or expenses the tenant is unable or refuses to pay relating to a breach of a tenancy condition

If a tenant who has a Guarantor withholds rent for any reason or owes the Council money for the cost of repair work due to a breach in their tenancy agreement, the amount will be recoverable from the Guarantor as well as the tenant. Should the Guarantor refuse to pay, court action will be taken to recover the cost.

**Acts of Parliament – your rights**

Your tenancy agreement takes into account the following legislation:

* Law of Property Act 1925
* Chronically Sick and Disabled Persons Act 1970
* Torts (Interference with Goods) Act 1977
* Housing Act 1985
* Landlord and Tenant Act 1987
* Leasehold Reform, Housing and Urban Development Act 1993
* Housing Act 1996
* Data Protection Act 1998
* Contracts (Rights of Third Parties) Act 1999
* Freedom of Information Act 2000
* Anti-Social Behaviour Act 2003
* Civil Partnership Act 2005
* Unfair Terms in Consumer Contract Regulations 1999
* Secure Tenants of Local Authorities (Right to Repair) Regulations 1994
* Localism Act 2011
* Anti-Social Behaviour, Crime and Policing Act 2014
* General Data Protection Requirements 2018

You may find the legislation useful should you require further clarification of your statutory rights. Please note that this is not intended to be an exhaustive list of the legislation which may affect your tenancy and we and you are bound by all laws which relate to your home and your occupancy of it.

**Our responsibilities**

In addition to the obligations outlined in your tenancy agreement, we also commit to the following responsibilities.

*We will:*

* Help you enjoy your home without interfering, unless it is reasonable and necessary for us to do so
* Keep your home in good structural condition and carry out repairs as quickly as possible
* Help you wherever possible to fulfil your obligations as a tenant
* Listen to you and treat your concerns and complaints seriously
* Carry out periodic inspections of your home to ensure you are adhering to the terms and conditions of your tenancy agreement and to identify any areas where you may require support
* Where it is reasonable to do so, take action to enforce the tenancy agreement
* Maintain communal areas.

**Your Rights**

Your tenancy agreement tells you about the rights which you are entitled. Depending on which type of tenancy you receive, your rights may be different.

Here are some of the rights of each tenancy

|  |  |  |  |
| --- | --- | --- | --- |
| Summary of legal rights of tenants | Periodic/Fixed Term Tenancy | Introductory Tenants | Demoted Tenants |
| Right of succession of spouse or partner | Yes | No | No |
| Right to repair | Yes | Yes | Yes |
| Right to be consulted on housing management matters | Yes | Yes | Yes |
| Right to assign  (The right to transfer your home in special circumstances) | Yes | No | No |
| Right to Buy  (Please note some properties may be exempt) | Yes | No | No |
| Right to take in lodgers | Yes | No | No |
| Right to sub-let  (You may only sub-let part of the property) | Yes | No | No |
| Right to improve | Yes | No | No |
| Right to exchange | Yes | No | No |
| Right to vote prior to a decision to transfer to a new landlord | Yes | Yes | Yes |
| Right to be consulted on decision to delegate housing management | Yes | Yes | Yes |

**Right to Buy**

The Right to Buy may allow you to buy your Council property with a discount from the full market value. The level of discount you may be entitled to depends on the length of time you have held a public sector tenancy (for example council, housing association or NHS trust).

To qualify for the Right to Buy you need to have a secure tenancy (periodic or fixed term) and have at least three years public sector tenancy history. You must also live in the property as your only or main home.

You may also be able to make a joint application with someone who shares your tenancy, your spouse or civil partner and up to three other family members who have lived in your property for the past 12 months.

However, you may not be able to *exercise* the Right to Buy in certain circumstances, such as;

* The property was let to you as being particularly suitable for an older person.
* The property was let to you as being particularly suitable for a disabled person.
* The property is due to be demolished, sold or converted.
* You have rent arrears or have been causing anti-social behaviour and have been taken to court. This will also apply if you are taken to court after submitting your application.
* The property you are in has not been given to you on a permanent basis. For example, because you have been relocated to allow for major repairs to be carried out to your original property.

Any property bought under the Right to Buy will be subject to re-sale restrictions for the following 10 years. You would first have to offer the property back to the Council before being able to sell it on the open market however the council are not obligated to purchase it from you.

You would also have to pay back some or all of the discount you got if you sold your Right to Buy home within five years of buying it. If you are thinking of applying for the Right to Buy, we would advise you to first seek independent financial advice before making a decision. To find out more about Right to Buy, please visit the Government website: [**www.righttobuy.gov.uk**](http://www.righttobuy.gov.uk/)

**Right to Buy – Flats and Maisonettes**

If you live in a flat or maisonette and wish to exercise the Right to Buy, it is important to note that the property would be sold on a leasehold basis. This means that you would not own the property outright. Instead, you would buy a long lease (usually 125 years) which provides the right to live in the property for the duration of the lease.

The Council keeps the freehold as it still owns both the land on which your property is situated as well as the structure of the building. The Council will also remain responsible for the exterior of your property and the wider block which your property forms part of, however you will need to contribute to the costs the Council incurs in doing so. These are known as service charges and include the costs of maintaining communal areas.

You will be unable to change or improve anything other than the interior of your property without first obtaining permission from the Council.

**Right to Buy – Repairs and Maintenance**

At the point of commencing the Right to Buy process any repair or maintenance works, including capital investment, will be put on hold unless deemed to be health and safety or compliance related works. If you successfully purchase your home through the Right to Buy process, any outstanding repairs or investment will no longer be the responsibility of the Council.

**Right to take in lodgers**

If you are an introductory tenant or a demoted tenant you must seek permission from the Council before you take in lodgers. If you have a secure tenancy (periodic or fixed term) before you take in lodgers, we strongly recommend that you first discuss this with the Council (see page 35 for contact details) in order that you can be provided with appropriate advice.

**Changes to Housing Benefit if you take in lodgers or sub- let**

Please be aware that if you or any member of your household are in receipt of Housing Benefit or Council Tax Benefit; you must inform the Revenues and Benefits Team on **01709 336006** to discuss how this could affect your entitlement.

**Right to exchange**

If you have a secure tenancy (periodic or fixed term) you can ask for permission to exchange your home with someone as long as they have either a secure or an assured tenancy with us, another Council or housing association. You can request to apply for a mutual exchange

online via the Council’s website or by contacting the Council for an application form. A tenant’s guide to mutual exchanges can also be found on our website.

You can register your property online and find someone to exchange with for free at [**www.homeswapper.co.uk**.](http://www.homeswapper.co.uk/) This is a national website for tenants that can help you find someone to swap homes with either within Rotherham or elsewhere.

There are by law 10 reasons why a landlord can refuse a mutual exchange. These reasons are set out in Schedule 3 of the 1985 Housing Act & Section 15 of the 1988 Housing Act.

Please see below the refusal reasons:

* **Court order** A court order is already in place to remove you, or your exchanged partner, from the property at a date in the future.
* **Eviction notice** – You, or your exchange partner has an eviction notice against them

– your landlord has started legal proceedings to remove you from the property. There is a possession order in force against you, possession proceedings have started against you or a notice seeking possession has been served

* **Too big** – Either your home is bigger than your exchange partner’s needs, or their home is bigger than you need. It’s important to note that “need” is based on the government’s rules, not on whether you think you need more space.
* **Too small** – The home you want to move into isn’t big enough for your family, or your home isn’t big enough for your exchanged partner’s family. Again, this is based on the government rules, not what you think might be suitable.
* **Your job or community connection** – This means if you have got your home, or your exchange partner has theirs because of the job you are in – you might work for the council or landlord – or because of your position in the community.
* Property is for a specific group within society – Social landlords are charities and some, particularly smaller ones were started to support certain groups of people, for example ex-soldiers. If you don’t fit into these categories, the landlord can refuse your application.
* **It’s adapted and you’re not disabled** – The home has been adapted for someone with a disability, and the person moving in doesn’t need these adaptations. If one of the properties is not reasonably suited for the needs of the people who would move into it. For example, if the property is adapted for your medical needs and the person you want to swap with doesn’t need these adaptations.
* **Landlord only lets homes to people with certain needs** – The landlord only lets homes to people in particular circumstances – these could be health or disability related – and you don’t meet the criteria.
* **Special needs**, e.g. sheltered homes for adults - Usually, this means that the home is a sheltered home, or has nearby support for older people or those with limited mobility. This is usually the rule that means that younger adults with no special needs are not able to move into sheltered housing.
* **You don’t want to join a management agreement** - Some housing associations have membership arrangements to cover areas like communal space, this particularly happens in blocks of flats. If over half of the residents are members and you are not and you’re not prepared to join the landlord can refuse your swap.

**Ending your tenancy**

If you decide to leave your tenancy you must contact the Council (see page 40 for contact details) and give at least four weeks’ notice which must end on a Monday. If we receive your notice on any day except Monday then your notice period will commence from the following Monday.

The property must be left in an acceptable condition with all items of furniture and personal possessions removed from the property. The Council will not accept any responsibility or liability for anything left in the property. Once you have moved out anything left will be disposed of and you will be charged for this.

When we receive notice to end your tenancy, we will carry out an inspection of the property before you leave. We will inform you of any repairs or works required that are your responsibility under the terms of your tenancy agreement. If these are not completed before you leave or are seen as unacceptable by our officers and not up to standard, the Council will charge you for any repairs or works required to be carried out to the property to bring it up to a lettable standard.

The property must be left in a clean, tidy and safe condition. All keys must be returned before midday on the last day of your tenancy. Your tenancy will not end and the weekly rent charge will continue to be applied until all keys are returned.

The Council must be given vacant possession of the property and no one should remain living in the property after the tenancy has been terminated.

We will take whatever action is deemed necessary to ensure we retrieve the property satisfactorily and this will include legal action if required.

**Your tenancy, your responsibilities**

In addition to your obligations detailed in your tenancy agreement, you also have the following responsibilities.

*You will:*

* Pay your rent weekly in advance
* Advise us as soon as you can if you think that you may have problems paying rent on time
* Look after your home, your garden, and report any repairs to us as soon as possible
* Be considerate towards your neighbours
* Keep the inside and outside of your property in a clean and tidy condition
* Attend to any repair yourself that is deemed to be your responsibility
* Allow our officers or partners access to enter your home to carry out repairs, gas safety checks, improvements or to inspect fixtures, fittings and furniture (if you have a furnished tenancy). If you do not allow access, legal action may be taken against you and you could be recharged for this
* Allow housing officers access to your home to carry out Tenancy Health Check visits and any other visits considered necessary.

**Rent**

You and any other tenants named on your tenancy agreement are responsible for paying your weekly rent in advance. If you commenced your tenancy after July 2018 you may be entitled to Universal Credit to help you pay your rent.

If you have an existing Housing Benefit claim and you have no change in circumstances your rent will continue to be paid by Housing Benefit for the foreseeable future.

It is your responsibility to claim and keep your details up to date through your online Universal Credit Account. Failure to do this may result in Universal Credit not being paid, but you will still be liable for the weekly rent due.

If we think you might have difficulty paying your rent, we will apply to have your Universal Credit paid direct to the Council. If you have rent arrears and in receipt of Universal Credit we will apply for a proportion of your Universal Credit to be paid direct to us if you have failed to keep up repayment plans with us.

You should inform Universal Credit if you are going to be away from your home for a long period of time as your entitlement may change.

Please note if the make-up of your family changes the amount of Universal Credit you can claim may alter throughout the lifetime of your tenancy.

Please let us know as soon as you are struggling to pay your rent as we may be able to help you. If you are unable to pay your rent, you must inform us immediately. If you fall behind with your rent payments, you may lose your home.

**Being away from your home**

If you are away from your home for more than four weeks, you must make arrangements to look after your home. These arrangements must be agreed with us, in writing, before your absence. This is so we know you have not left your home permanently. In circumstances where it is not possible to give prior notice, such as urgent hospitalisation or imprisonment, please inform us as soon as it reasonably possible to do so with the following information:

#### You must tell us:

* How long you expect to be absent and the reasons for your absence
* A contact number where we can reach you while you are away
* The name, address and contact telephone number of the person/s who will be looking after your home, including arrangements for the payment of rent due, during your absence

We strongly recommend, when arranging for someone to look after your home in your absence, you ensure they are responsible persons (aged 18 years or over). You should be aware that you will continue to be responsible, for the actions of any visitors or persons present or residing within your home.

**Updating your contact details**

We are continually trying to improve the ways in which we communicate with you and in order to do this we need to make sure we have your most up to date contact details.

Please let us know if you change your telephone numbers or email address or let us have these details if we don’t already have them. You can do this by contacting us using the details listed on page 35.

**Furniture and floor coverings**

You may have taken the opportunity to have your new home furnished by us. The furniture will always belong to the Council and as such you will pay a weekly rental charge.

If you have your new home furnished by us, we ask that you:

* Keep the furniture and furnishings clean and tidy
* Report any damage to the items, accidental or otherwise
* Allow us to come and visit you and check the items during the fixed term furnished agreement period
* Report any items stolen to the police and obtain a crime reference number and notify us about the theft providing the incident number. Sometimes items are recovered and we can identify furniture that has been stolen by the security markings we place on them

We will replace or repair items due to wear and tear, mechanical breakdown or accidental damage.

If damage or loss has been caused due to negligence or misuse we have the right to recharge you for the replacement items.

Unless you pay for the Furnished Homes package, all other furniture and furnishings, including floor coverings, are the tenant’s responsibility.

**Nuisance and anti-social behaviour**

It is not acceptable for you, people living in your home or visitors to your home to behave in an antisocial manner.

The Council takes any evidence of anti-social behaviour extremely seriously. Action will be taken against tenants and other residents and their visitors which may result in you losing your home.

If you are a victim of anti-social behaviour we can help. Please contact us and advise us of the situation. We work closely with the Police and other services to reduce instances of anti- social behaviour and to improve the neighbourhood you live in.

**Home improvements**

You should always obtain written permission before altering any aspect of your home. This written permission should be kept for the life of your tenancy. This will ensure we accept responsibility for repairing or maintaining the new installations, where appropriate. We may also inspect the work afterwards and, if necessary, tell you to bring it up to the required standard.

See page 24 for a list of works for which permission is required.

This list does not state every type of alteration you must get permission for; check before you start work.

You can only make a request for permission to carry out home improvements if you have a secure tenancy (periodic or fixed term). You can also carry out some minor alterations as an Introductory tenant but you will also need to ask for permission.

You can request to make an alteration to your home online via the Council’s website or by contacting the Council for an application form.

**Vehicles**

You can park a vehicle inside the boundary of your home, but only if there is a suitable hardstanding and you have a dropped kerb. We can check this for you.

You cannot park a caravan, boat or trailer within the boundary of your home or on any communal parking areas without first getting permission from us. Contact us with details of your plans so we can decide whether to give you permission. See page 35 for contact details.

**Animals**

If you live in a property with its own private, enclosed garden and entrance you may keep a cat or a dog without getting permission (subject to the conditions in your tenancy agreement). You must contact us and ask for permission if you want to keep any other type of animal or more than one cat or dog. We can then assess the suitability of your property, the effect on any persons living with you, your neighbours and the safety of the animal.

We do not allow cats or a dog in a flat if you share an entrance door with your neighbours.

Dogs and cats are only permitted in flats that do not share an entrance door, except if you have a registered assistance dog. Open plan gardens may also not be considered suitable for keeping pets.

It is compulsory that all dogs are microchipped and we also suggest that other pets are microchipped. Microchipping your pet gives them the best chance of being identified and returned to you if they become lost or stolen. This service maybe provided free of charge. For further advice and information is available from the Dogs Trust at [**www.dogstrust.org.uk**.](http://www.dogstrust.org.uk/)

You should not encourage pigeons or other birds to nest or visit any balcony or communal area by leaving food out.

You must not keep the following animals at your property:

* Any dog to which the Dangerous Dogs Act 1991 applies
* Any animal to which the Dangerous Wild Animals Act 1976 applies
* Dangerous animals
* Any livestock
* Any animal which causes a health and safety risk in the area
* Any animal which is not bred to be a domestic pet

It is your responsibility to ensure that any animal kept at the property is under control so they do not cause a danger, nuisance or annoyance to your neighbours or anyone visiting the property or the locality including our staff, agents or contractors. This includes times when you are not at home.

Action will be taken against your tenancy if there is evidence that your animal has caused nuisance, damage or harm to your neighbours, anyone living in your area or visiting your property.

It is your responsibility to deal with any infestation problems such as mice or ants. We recommend purchasing pest repellent, ensuring food is not left out and not allowing rubbish to accumulate, do not feed birds and clear up any mess your pets make. For more information visit [www.rotherham.gov.uk/environment](http://www.rotherham.gov.uk/environment)

If you are unsuccessful in treating the problem, please report ongoing instances of infestations to the Council.

**Communal areas**

When living in a flat, you must consider your actions and the impact you may have on your neighbours.

You must take care of the shared areas such as lifts, hallways, bin areas and gardens, and keep communal areas completely clear and free from obstructions. Any items that you have placed in communal areas will be promptly removed, you may be charged for this and action may be taken against your tenancy agreement.

Please consider the following information to ensure communal areas remain a clean and safe environment:

* Please take care when using a lift. Report breakdowns immediately (see page 35 for contact details.)
* If your flat has a door entry system please make sure the door is locked behind you
* Look after your keys and fobs and be careful who you give your keys to. If you lose your keys/ fobs then you will be charged for replacing them
* If you have a bulky item that needs removing, please complete our online form at [www.rotherham.gov.uk](http://www.rotherham.gov.uk/) or contact us on 01709 336003
* Do not store items in the communal areas
* Please do not make excess noise in communal areas that will disturb your neighbours.

## Health and safety

Your safety, and the safety of your family, is important.

You must not store flammable materials (including petrol, paraffin and bottled gas) in your home and ensure you dispose of your rubbish, including bulky items properly.

You should not block any doorways in your home with rubbish or your belongings in case you have to exit your property quickly in the event of a fire or emergency.

Under no circumstances should furniture or hazardous materials be left inside communal areas or outside your property/building.

Please ensure all items are disposed of safely and responsibly by calling Streetpride on 01709 336003 or visiting [www.rotherham.gov.uk.](http://www.rotherham.gov.uk/)

Care should be taken not to overload electrical sockets.

If you smell gas and suspect a gas leak in the first instance you must call National Grid on 0800 111 999.

## Gardens

It is your responsibility to maintain the condition of your garden, balcony and any other area within the boundary of your property.

This will include:

* Cutting the grass
* Trimming trees, hedges or plants
* Removing any rubbish
* Making any alterations to the boundary of your property, including the installation of fencing

You must ask for permission if you would like to:

* Construct a boundary wall, fence, gate, feature or ornament
* Remove trees or hedges
* Park on your garden or a communal area. Permission will not be unreasonably withheld.

It is your responsibility to inform us when trees or plants in your garden are affecting the structure of your property.

## Blocked drains

Please do not block your drains by putting nappies, sanitary towels/tampons, hygiene wipes, cigarettes or newspapers down the toilet. A call out for the above may result in a charge.

## Inspecting your home

Tenancy Health Checks will be carried out by a housing officer at the start and during the course of your tenancy.

At times we may request to inspect your home. Officers will arrange a convenient time for you and your family and give you appropriate notice.

If during an inspection an officer identifies you have altered the property without permission, damaged the structure or fixtures and fittings or have not maintained the cleanliness and condition of the property and garden areas, we will work with you to bring your property to an acceptable standard.

If you do not allow access, you will be given 24 hours written notice of our intention to enter your home. After this time you must allow entry. If you do not let us in we may take legal action to enter your home or end your tenancy, and you may have to pay the cost of this. We may also prosecute you for obstruction.

Our officers or agents may enter your home without giving notice if, in their opinion, entry is necessary because of an emergency. When we need to force our way into your home the local Police will be notified and, when appropriate, a request for assistance will be made.

We may carry out any necessary works which you may be charged for or we may take action to end your tenancy.

## Gas safety check

If your home has a gas supply we have a responsibility to check every year that all gas appliances such as the fire and the central heating boiler are safe. A qualified gas engineer will visit your home to carry out this check. This is done to protect you and your family.

You must allow the gas engineer into your home to carry out the work. Failure to allow access will result in legal proceedings being taken against you.

Please ensure that you have adequate gas and electrical credit on your gas and electrical meters.

# How to pay your rent

You are responsible for paying the rent for your home as you signed the tenancy agreement. Any other people that signed the tenancy arrangement with you are also are responsible for paying the rent.

As a tenant, you have a responsibility to pay your rent and other charges regularly and promptly. The weekly rent and all other charges relating to the property are due each Monday in advance.

## Payment methods

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### Recurring card payments

You can pay your rent by setting up a regular card payment using your debit card. The Council will then take your payment automatically when due.

If for whatever reason the payment fails you won’t be charged by your bank. We will attempt to take the payment over three consecutive days before we cancel the mandate.

Payments are made automatically, so bills are never forgotten, lost in the post or delayed by postal problems.

### Paperless Direct Debit

You can set up a paperless Direct debit by contacting us on **01709 336009**.

Direct Debit remains the most convenient method for paying your rent. Direct Debits are paid straight from your bank account.

If the amount changes, the Direct Debit will automatically change your monthly payment amount for you.

If your Direct Debit changes you will be sent a letter telling you about this before the new payment is collected.

### Online

You can pay through a secure payments server on our website or through PayPal.

Visit [www.rotherham.gov.uk](http://www.rotherham.gov.uk/) to online.

### Standing Order

Standing Orders are taken straight from your bank account. The main difference between Standing Order and Direct Debit is that with a Standing Order you have to tell the bank when the amount you pay changes. With Direct Debit we tell the bank about the changes for you.

You should also allow three working days for payments made by Standing Order to reach your rent account.

### By telephone

Our automated telephone payment service is available 24 hours a day, seven days a week – telephone **0300 4562723** to make a payment.

### In person

Payments can be made at Customer Service Centres via one of our payment kiosks. Payments can be made in cash, by debit or credit card.

Always quote your name, address and rent account number with your payment.

### At the Post Office/Paypoint Outlet

Take your rent card, which must contain a printed barcode, along with your method of payment (cash, cheque or debit card) to any Pay Point Outlet or Post Office. You will be given a receipt which you should keep.

Payments made at a Pay Point Outlet or Post Office should be made at least five working days before the instalment is due.

### Service charges

Many of the homes we provide receive extra services not included in the rent such as Rothercare community alarm and access to a neighbourhood centre. You will have to pay a service charge if your home gets these services even if you do not use them. If you need to pay a service charge it will say so in your tenancy agreement.

### Help towards paying your rent

You may be entitled to Universal Credit to cover your full rent or part of it. It is your responsibility to make sure you submit your claim online.

If you do not get enough benefit to pay your full rent, or the benefit does not cover all the weeks of your tenancy, you will need to pay the remaining amount.

You can only claim Universal Credit if you are living in your property.

Your Universal Credit may be less than your weekly rent. You are responsible for paying any difference in rent as a result of this.

### What does the rent pay for?

We are careful when deciding how to use the rent you pay. Your rent pays for:

* Repairs to your home and planned maintenance such as replacing windows or putting in new kitchens
* The housing management services we provide

### Your rent account

If you want details of your rent account please contact us (see page 40 for contact details).

We will be pleased to send you a statement at any time. We currently send quarterly statements; with the intention to provide these online in the future.

### Rent increases

At the beginning of your tenancy we tell you how much your rent is in your tenancy agreement. We normally change your rent once a year in April. We will never change your rent without telling you about it in writing at least four weeks in advance.

### Falling behind with your rent

Please tell us as soon as you have any problems paying the rent. We will do our best to help you resolve any issues. Please work with us as we will do all we can to help you.

We want to keep rents as low as possible and we want to provide high-quality services, so we must do everything we can to collect your rent. This includes taking action in the Courts if we cannot reach an agreement with you to repay any money you owe us.

In very serious cases this can mean you face being evicted. Please do not ignore the problem as you risk losing your home.

We have a dedicated Tenancy Support team to help you remain in your home. This team can assist you with benefit claims and debt issues to ensure your tenancy is sustainable.

# Repairs and maintenance

## Our responsibilities

We have legal duties to repair and maintain your home. We will:

* In all cases consider repair before renewal
* Keep the structure of your home in good condition
* Repair Council fixtures and fittings inside your home, for example, heating systems, bathroom fittings, kitchen units and doors
* Repair any shared areas that form part of your home, for example, staircases and shared entrances

The rent you pay to us pays for your repairs and maintenance service. We, through our partners, carry out around 55,000 repairs a year. To ensure all tenants receive a fair and value for money service for the rent they pay, you are responsible for carrying out some minor repair work and DIY in your home.

## Your responsibilities

You are responsible for the connection of washing machines, dishwashers, tumble dryers, cookers and any other electrical appliances.

You are responsible for ensuring that any work to gas, electrical or water supplies is carried out by a qualified and competent person. Failure to do so may constitute a breach to your tenancy.

#### Examples of tenant responsibilities:

* Tenants’ own fixtures and fittings (e.g. curtain rails)
* Decorating the inside of your home
* Repairing small cracks and holes in walls and ceilings
* Repairing tile grouting
* Any lock changes as a result of lost or stolen keys
* Clearing external grates
* Clothes line hooks and clothes posts
* Repairing boundary fences and gates and associated hardware
* Internal door handles and latches.
* Floor coverings including vinyl and carpets (unless provided as part of the paid for Furnished Homes package)

Plumbing

* Refixing or renewing a toilet seat
* Renewing bath/sink plug and chain
* Cylinder jackets
* W/C chains – high level cisterns
* Plunging/minor blockages to sinks, baths and showers.

Electrical

* All extension leads
* Light bulbs, including outside lights
* Tenants own non-standard light fittings, fluorescent tubes and starters
* TV aerials, dishes or sockets other than communal ones
* Telephone cables equipment, except door access control
* Reset timer controls to heating and hot water systems, including changing batteries. Please note this is not an exhaustive list.

## When we will charge you for a repair

We will charge you for any works which are listed above as tenants’ responsibilities if you ask us to carry out the works on your behalf. We will also recharge for any works required as a result of tenant damage or lifestyle. For example, any deliberate or accidental damage that could have been prevented with reasonable care – such as doors being damaged or lost keys where a lock change is required.

We will ask you to agree a payment arrangement. You will be given the option to make arrangements for the work to be done on your behalf by a competent person independent of the Council.

We will be able to give you an estimated cost for the work to enable you to make a decision about whether to authorise the work. Works carried out by any third party contractor will be subject to inspection by us to ensure quality and safety standards are maintained. These inspections will be chargeable.

## Reporting repairs

You can report non-urgent repairs online or for routine or emergency repairs telephone on 01709 336009.

When you report a repair please tell us:

* Your name, full address and a daytime telephone number
* As much as you can about what is wrong, and where the problem is
* When we will be able to get in to do the work within the given timescales

If you suspect a gas leak in the first instance you must call National Grid on **0800 111 999**.

## Timescales for repairs

Rotherham Council has two repair priorities; a four hour emergency and a non-emergency

appointable repair, which will be attended within 28 days. When you request a repair, and the work is ordered, we will make an appointment with you. The appointment will be for either a morning, afternoon, avoiding school run, evening or weekend on a convenient day.

Because you pay for your repairs through your rent, we are committed to giving you value for money for your repairs service.

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### Gas Repairs

Rotherham Council has three gas repair priorities; a four hour emergency response, a 24 hours response (for properties with no heating and/or hot water) and a non-emergency appointable repair, which will be attended within 28 days. When you request a repair, and the work is ordered, we will make an appointment with you. The appointment will be for either a morning, afternoon, avoiding school run, evening or weekend on a convenient day.

## Right to Repair

Rotherham Council operates a Right to Repair scheme for periodic, fixed term and introductory tenants. This means secure tenants of Rotherham Council are entitled to:

* Have qualifying repairs carried out, at the Council’s expense, to the Council homes of which they are such tenants; and
* Receive compensation from their Council if qualifying repairs are not carried out within a prescribed period.

Further detail can be found within The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

### Repairs available under the Right to Repair Scheme

Only certain types of repairs are covered under the Right to Repair scheme. These are called qualifying repairs. They include insecure windows and doors, unsafe power sockets or electrical fittings, leaking roofs and broken entry phone systems.

A repair won’t qualify for the scheme if:

* It exceeds an estimated cost of £250, or;
* Rotherham Council isn’t responsible for the repair

The repair may be inspected before the Council decides it is a qualifying repair. If it isn’t a qualifying repair, we will let you know and tell you that the scheme doesn’t apply

### What happens when you report a qualifying repair?

When you report a qualifying repair, we will issue a repair notice to the contractor and instruct them to attend the property at the time and date that has been mutually agreed. There will be a time limit by which the contractor has to do the work. The time limit will depend on the repair need.

### What happens if the work isn’t done in time?

If the repair work isn’t done within the specified time limit, you need to inform the Council and they will take appropriate action to get the repair fixed; this may involve using a secondary contractor.

### What happens if you’re not in when the contractor calls?

If you’re not at home to let the contractor in as arranged, the scheme no longer applies. You may be recharged for missed appointments.

### Claiming compensation

If the repair doesn’t get fixed within an appropriate time, you will need to write to us with your claim, including all details and key dates. The Council will then consider the compensation request.

Depending on the specific circumstances of your claim, you may be awarded £10 in compensation.

For every extra day you wait, you’ll get another £2. The maximum compensation you can get for any one job is £50. If you have any rent arrears, the Council can use the compensation to reduce the arrears rather than paying you the money.

## Improving or making changes to your home

You are entitled to make improvements and alterations to your home, but you must get written permission before you do any work.

Please request a tenant’s alteration pack from the council or alternatively fill in the online form, found on Rotherham Council’s website. If you feel that it will help to explain what you would like to do, include a basic drawing of the change. It is important that you do not start work without talking to us first. If you do not get written permission before you start work, then you may have to return the property to how it was before. If you do not, we may carry out the work and charge you for it, or we may take action to end your tenancy.

You must get permission to carry out the following, or other similar work:

* Decorate the outside of your home
* Any structural alteration, improvement, or addition to the building
* Any change to the fixtures and fittings or additions to the fixtures and fittings of your home.

This includes:

* Building a garage or shed or other large structure in your garden
* Laying a drive or car parking space
* Installing a shower, central heating or gas fire. Please note, the installation of log burners or dual fuel fires is not allowed.
* Artexing ceilings. Please note the artexing of walls is not allowed
* Removing walls
* Installing a new fitted kitchen
* Installing fitted wardrobes
* Laying laminate flooring
* Installing a new bathroom
* Building a porch
* Removing or replacing internal and external doors
* Constructing a door arch
* Putting up TV aerials or satellite dishes
* Installing CCTV cameras or other surveillance
* Altering the garden or boundary of your property

This list does not state every type of alteration you must get permission to do. Please contact us before carrying out any work. See page 35 for contact details.

You must obtain any necessary building regulation approval or planning permission before you start work. This includes consent from our Highways Department for the construction of a dropped kerb.They can be contacted via general enquiries on **01709 382121**.

We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

## Condensation and mould

Damp and mould patches on walls, furniture and clothing are likely to be caused by condensation.

It appears as water on a surface such as a wall or window. However, it is not always visible. The only permanent solution to preventing mould is to reduce condensation.

### Our responsibility

We help to prevent condensation by adhering to national building regulations best practice ‘build tight, ventilate right’. This includes ensuring your home has good wall and loft insulation and double-glazed windows and doors. We also install and maintain extractor fans in high moisture areas such as bathrooms and kitchens.

### Tenant responsibility

You are also responsible for keeping condensation and mould under control. Contact us for information and advice on how to prevent mould and reduce condensation.

See page 35 for contact details.

### When we may act

We will consider carrying out repair works for condensation and mould only where:

* The condensation and mould growth is significant and presents a hazard to health
* Where the problem is due to insufficient facilities for heating or ventilation, or poor thermal insulation
* Where you have followed the advice given and taken all reasonable steps to prevent the problem occurring.

## Asbestos

If you think you have asbestos in your home, you should never attempt to remove it yourself. Asbestos material that is in good condition and that you cannot easily damage is usually best left alone.

We have a responsibility to manage asbestos in your home.

Asbestos material must be disposed of responsibly and safely. You should never put asbestos products into your household waste or recycling bins.

If you think your home has asbestos material that could pose a hazard, don’t attempt to remove it, please contact us for advice on what to do next.

## Energy Performance Certificate

You will receive an Energy Performance Certificate when you accept your property.

The certificate will show you your property’s Energy Efficiency Rating (relating to your heating bills) and the Environmental Impact Rating (relating to the carbon dioxide emissions).

Properties are rated from A to G, similar to those used for fridges and other electrical appliances, (A being the most efficient and G the least efficient).

As well as the rating you will receive a recommendation report. This suggests how to improve the dwelling’s energy efficiency and reduce your heating bills.

You or the Council do not have to implement any of the suggestions stated in the Energy Performance Certificate.

## Adaptations

We are committed to helping you stay in your home for as long as you choose to do so.

If you require your home to be adapted (such as a handrail at the entrance to your property or a shower unit instead of a bath), you should first have an assessment carried out, to do this contact Single Point of Access on **01709 822330**.

If you are registered as disabled, we may be able to help you apply for a Disabled Facilities Grant to help towards the cost of adapting your home to meet your assessed care needs.

Adaptations are split into three categories:

* Minor fixings
* Minor adaptations
* Major adaptations

### Minor fixings

* Adaptations under £1000 in value
* No financial assessment is required
* Minor fixings should be completed within seven working days from the date of order with the contractor.

Types of minor fixing include:

* Grab rails
* Key safes
* Wooden stair rails
* Lever taps

### Minor adaptations

* Adaptations under £1000 in value
* An occupational therapist or other authorised person must recommend the adaptations required
* No financial assessment is required
* Minor adaptations can involve a small amount of construction work
* Minor adaptations should be started within 28 days from date of order with the contractor

Types of minor adaptations include:

* Fencing
* Door re-hanging/changing (sliding)
* Bed and chair raisers
* Tubular steel handrails (under 14 metres)
* Easy going steps
* Lever taps
* Strip lights (internal & external)
* Door opening / entry systems
* Additional electrical sockets (for disability equipment)
* Boxing in stairs
* Dropped kerbs
* Lighting
* Strengthened glass
* Ventilation

### Major adaptations

* Adaptations over £1000 in value
* An occupational therapist or other authorised person must recommend the adaptations required
* A further report will be required for adaptations over £8,000
* A financial assessment may be required
* Major adaptations may require a large amount of construction work Types of major adaptations include:
* Extensions
* Internal alterations/door widening
* Modular ramped access
* Concrete ramps
* Through floor lifts
* Stair lifts curved/straight
* Ceiling track hoists
* Hard standings for off road parking – may include dropped kerbs
* Level access shower
* Shower over bath
* Toilets – additional, raised or specialist
* Combined WC/shower unit
* Central heating
* Specialist kitchens
* Specialist baths

# Anti-social behaviour

## What is anti-social behaviour?

Anti-social behaviour is behaviour which is capable of causing nuisance or annoyance to any person.

The Anti-Social Behaviour, Crime and Policing Act (2014) defines anti-social behaviour as follows:

* Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person
* Conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or
* Conduct capable of causing housing-related nuisance or annoyance to any person. Examples include but are not limited to:
* **Neighbour problems;** these are disputes which can happen between neighbours and include complaints about noise, verbal abuse, offensive behaviour, boundary disputes, harassment and intimidation, nuisance from children, car repairs, damage to property and pets and animal related nuisance. Also, malicious communication over social media networks such as Facebook, Twitter and Instagram.
* **Neighbourhood problems;** these problems affect more people living in a neighbourhood such as graffiti, dog fouling, fly tipping, drinking or drug use in a public place, motor vehicles nuisance, overgrown gardens and rubbish accumulation, nuisance youths congregating, off-road motor cycling and abandoned vehicles.
* **Crime problems;** such problems include burglary, vandalism, criminal damage, drug dealing, car crime, arson and hate crime, fly tipping and environmental crime, public order offences and violence against people or property.

## What behaviour we expect from you

Tenants are responsible for the behaviour of every person living in or visiting their home. This also includes responsibility for when visitors (including their children and anyone sharing their home) are in communal areas, in the surrounding areas and in the neighbourhood around their home.

The tenancy agreement state that tenants, their visitors (including their children) must not:

* Behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of their home
* Cause damage to Council homes or write graffiti on Council property
* Harass any other person in the locality of their home (harassment includes racist behaviour or language that offends)
* Interfere with any security and safety equipment in communal blocks. For example, by jamming security doors or fire doors open or letting strangers in without identification
* Let their pets cause a nuisance or annoyance to other people or damage to property
* Be violent or threaten violence against any person residing with them or living in a Council house
* Harass, use mental, emotional, physical or sexual abuse to make anyone who lives with them leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy
* Use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council’s members, officers or agents
* Do anything; or allow something to happen, that interferes with the quality of anyone else’s life.

This is not an exhaustive list and the Council will take appropriate action against anyone that causes anti-social behaviour.

## The service you should expect from us if you report anti-social behaviour

*We will:*

* Log all the details and send you an acknowledgement which will include your reference number
* Advise you of the name of the officer who will be dealing with your report
* Arrange to talk to you within five working days or sooner if your complaint is serious.
* Discuss the situation and advise you on what action can be taken to resolve the matter
* Ask you to keep details of events and provide you with monitoring forms to complete
* Work with you to try to resolve the problem and explain clearly what is happening throughout.
* Refer the matter to the Council’s Community Protection Team if necessary if it is in relation to noise nuisance or smoke from fires
* Treat all complaints seriously, investigating them promptly and fairly
* Take appropriate, effective action to assist those who are affected by or who are the victims of anti-social behaviour

# Moving in to your new home

## Who to contact

Moving home can be a really stressful time. To help you to make your move as ‘stress free’ as possible we have prepared a list of organisations and people that you may wish to contact.

### Council services

**Council Tax**

We will need to know the date and the change of your address. You can visit [**www.rotherham.gov.uk/counciltax**](http://www.rotherham.gov.uk/counciltax) where you can inform the Council Tax team of when and where you are moving.

**Housing Benefit**

If you are entitled to Housing Benefit you will need to stop any benefit being paid on your old address and claim at your new address. You can visit [**www.rotherham.gov.uk/benefits**](http://www.rotherham.gov.uk/benefits) where you can inform the Housing Benefits team of these changes.

**Universal Credit**

If you are currently claiming Universal Credit you will need to notify them of any changes to your tenancy and or address. You can do this by contacting Department for Work and Pensions via [www.gov.uk.](http://www.gov.uk/)

**Rothercare**

If you’re interested in having Rothercare community alarms installed or Assistive Technology in your property visit our website for further information at [**www.rotherham.gov.uk/adult-**](http://www.rotherham.gov.uk/adult-) **social-care**

**Schools**

Visit [**www.rotherham.gov.uk/education**](http://www.rotherham.gov.uk/education) to find out about schools in your new area.

**Streetpride**

To arrange a bulky item collection contact us on **01709 336003**

For general Council enquiries phone **01709 382121**or visit [www.rotherham.gov.uk](http://www.rotherham.gov.uk/)

**You may also wish to contact:**

**Bank**

Your building society and credit card companies.

**Department of Works and Pensions (DWP)**

If you receive Income Support, a state pension or any other benefit you can visit [**www.gov.uk**](http://www.gov.uk/)for more information.

**Car Insurance**

If you own a car you will need to inform your insurers of your change of address.

**Dentist/Doctor/Optician**

You will need to inform these of your new contact details.

**DVLA**

If you have a driving license you must inform DVLA of your new address.

**Home Contents Insurance**

You will need to inform your insurers of your change of address. We also provide a home contents insurance scheme (see page 31).

**Other Hire Purchase or Loan Companies**

**Post Office**

The post office will redirect mail from your old home to your new home for a small charge.

**Probation Service**

**Utility company**

Utility companies will need to know your new contact details.

**Support Agencies**

If you have support agencies you will need to inform them of your new contact details.

**Telephone and Mobile**

Telephone and mobile companies will need to know your new contact details.

**TV licensing**

For changes of address or for new licenses.

## Home contents insurance

The Council is only responsible for maintaining the buildings part of your home; in other words, ensuring that your home is structurally sound, and renewing items such as kitchen and bathroom units.

We are not responsible for replacing your items in circumstances such as theft, fire, vandalism or frozen and burst water pipes. This extends to your furniture, TV, clothing, carpets, wallpaper and other decorations and electrical goods.

The Council has teamed up with an insurance company, to provide a Home Contents Insurance Scheme, giving tenants extra peace of mind. The scheme is easy to join and cover is provided across the whole of Rotherham with no postcodes excluded from the scheme. There are no extra security devices required on your home.

To join the scheme all you have to be is a Council tenant. The claims service is very quick and there is no excess to pay should a claim be made.

If you would like home contents insurance you can apply online at [**www.rotherham.gov.uk/housing-advice**,](http://www.rotherham.gov.uk/housing-advice) visit one of our Customer Service Centres for an application form, or telephone **01709 336009**.

## Connecting to gas, water, electricity and telephone

When you move into your new home you will need to find out who supplies your gas, electricity, water and telephone services. You can then choose to remain with these suppliers, or you have the right to change to a supplier of your own choice.

Once you have selected your supplier please contact them to give them your name, address and how you are going to pay.

If there is a pre-pay meter in your property, you will need to ensure there is adequate credit on your gas and electrical meters so that our engineers can check gas safety and reconnect your supplies.

When you move into your new home an engineer appointment will be arranged at a convenient time to suit you. Failure to be present at the property to allow access for the engineer to carry out their work may result in you being recharged for the missed appointment.

The only time we are unable to carry out this work is when a tenant fails to give access to their home or has not arranged for an adequate gas and electrical credit on their gas and electrical meters.

Please tell us if you will not be at home at the time of the appointment, so that we can arrange a more suitable time and date.

Failure to allow access to our repair contractor is a breach of your tenancy conditions. You will be recharged any costs we incur, including our administration costs.

Help us to help you stay safe – let us in when we need to check for gas safety.

**Gas:** Meter number helpline: **0870 608 1524**

**Water:** Yorkshire Water: **08451 242 420** or Severn Trent Water: **03457 500 500**

**Electricity:** Yorkshire’s regional electricity distribution number: **0845 330 0889**

**Telephone:** If you want to have a telephone in your property, you must directly contact the company whom you wish to use.

# Tenant involvement

## How to get involved and have your say

As a Council tenant, you have the opportunity to get involved in housing services and your local area in order to develop and improve our services for all of our customers.

The Council is accredited by Tpas, the tenant engagement experts. This means we have shown strong commitment to involving tenants in decision making processes.

**By getting involved you will:**

* Build your confidence, meet new people and gain new skills to help you in the workplace
* Make a real difference to the place where you live
* Have a say on how our money is spent and the service we provide
* Get access to training and support to enable you to get involved.
* You can get involved at differing levels and formalities to suit you – the choice is yours.

**Below are some examples:**

* By completing consultations online
* Taking part in mystery shopping
* By scrutinising and monitoring the housing services
* Your local tenant federation
* Attending fun events

If you are part of a local Tenants and Residents Association (TARA) then your TARA can receive support from Rotherham Federation which is your local Tenant Federation. If you are a young tenant, you can also get involved in the Young People’s Forum. Rotherham Federation of Communities can be contacted on 01709 368515 or visit [www.rotherhamfederation.org](http://www.rotherhamfederation.org/)

For more information about how to get involved, or share your thoughts, please visit: [**www.rotherham.gov.uk/tenantinvolvement**](http://www.rotherham.gov.uk/tenantinvolvement) or email: [customerinvolvement@rotherham.gov.uk](mailto:customerinvolvement@rotherham.gov.uk)

or phone: **01709 822100.**

# Legal

## Overcrowding

If your accommodation becomes too small for your household you may be considered to be living in overcrowded conditions under the law. Your home may be legally overcrowded if there are not enough rooms or space for the number of people who live there.

If you are living in overcrowded conditions, there may be options available to you, such as a transfer to another property.

We will need you to tell us how many people are living and sleeping in your home to calculate if your home is overcrowded. You must co-operate to reduce the overcrowding if we require you todo so. You must not allow other people to move into your home if it is not large enough.

For further details of the room standard and space standard contact us (see page 35 for contact details).

## Under Occupancy

If you are seen to have one or more ‘spare’ bedrooms your Housing Benefit or Universal Credit might be reduced. This is also commonly known as ‘Bedroom Tax’. There may be options available to you, such as a transfer to another property. Please contact us to discuss further, see page 35 for contact details.

## When we may end your tenancy

If you temporarily leave your home for a period of four weeks or more, you, a family member or friend must inform us.

Reasons for leaving your home may include spending four weeks or more away from your home in the following examples:

* Holiday
* Visit to a relative or friend to provide support
* Prison sentence
* Hospital stay
* Residential home stay

If you are a secure tenant, the Council cannot end your tenancy without a Possession Order from the County Court. However, in certain circumstances a Possession Order will only be served on certain grounds known as “grounds for possession”. The full grounds are set out in an Act of Parliament known as the Housing Act 1985.

If you have a fixed term tenancy, we will begin to review your tenancy 12 months prior to the end of the fixed term to determine your household’s future need. If we are not going to grant you a further fixed term tenancy, we will give you at least six months’ notice that the tenancy is coming to an end. During the fixed term of the tenancy, we cannot end your tenancy without a Possession Order from County Court.

# Complaints, suggestions or compliments

If you have a complaint, suggestion or compliment you can contact us in a number of ways:

Web:[**www.rotherham.gov.uk**](http://www.rotherham.gov.uk/)

Email: [**complaints@rotherham.gov.uk**](mailto:complaints@rotherham.gov.uk)

By post: You can send your complaint form or letter free of charge to: **The Complaints Manager**

**Rotherham Council**

**(FREEPOST RTCT-XKLS-ZHAZ)**

**Riverside House Main Street Rotherham, S60 1AE**

## Your complaints

If we have failed to provide a service to you or if you are dissatisfied with the service that you have received then please tell us. In most cases we hope to be able to resolve these with the member of staff you have been dealing with and will use your feedback to help us make improvements.

Where this is not possible we have a formal complaints process to fully consider your complaint.

## Who can complain?

Anyone who feels that they have had a poor service from us or from someone providing service can make a complaint. If you complain to us but feel you can’t give us your name, we will not deal with your complaint under the complaints procedure. However, we will ensure steps are taken to deal with the issue.

## What is a complaint?

* You make a complaint when you are not happy with the standard of service you have had from us.
* We will not treat certain issues as complaints and where this is the case, we will tell you.

For example:

* If you ask us for a service – such as reporting a repair or anti-social behaviour
* If you ask us for information or an explanation of Council policy or practice – such as a request for information regarding tenant alterations
* Any issue that is being dealt with in court – such as where we are pursuing legal action against someone for rent arrears
* Any issue that is subject to a current insurance claim
* Any issue which is agreed Council policy, where the policy has not been followed

# Useful contacts

## Online

[www.rotherham.gov.uk/contactus](http://www.rotherham.gov.uk/contactus) [www.rotherham.gov.uk/housing](http://www.rotherham.gov.uk/housing) [www.rotherham.gov.uk/counciltax](http://www.rotherham.gov.uk/counciltax) [www.rotherham.gov.uk/benefits](http://www.rotherham.gov.uk/benefits) [www.rotherham.gov.uk/adult-social-care](http://www.rotherham.gov.uk/adult-social-care) [www.gov.uk](http://www.gov.uk/)

## Email

For general housing enquiries email:

[**Councilhomes@rotherham.gov.uk**](mailto:Councilhomes@rotherham.gov.uk)

For rent enquiries email:

[**HousingIncomeSupport@rotherham.gov.uk**](mailto:HousingIncomeSupport@rotherham.gov.uk)

For repair enquiries email:

[**Repairs@rotherham.gov.uk**](mailto:Repairs@rotherham.gov.uk)

For Choice Based Lettings enquiries email:

[**Keychoices@rotherham.gov.uk**](mailto:Keychoices@rotherham.gov.uk)

For Right to Buy enquiries email:

[**RightToBuy@rotherham.gov.uk**](mailto:RightToBuy@rotherham.gov.uk)

Or to get involved or have your say about housing services email: [**CustomerInvolvement@rotherham.gov.uk**](mailto:CustomerInvolvement@rotherham.gov.uk)

## Telephone

For all housing enquiries, including repairs ring **01709 336009**

For Rotherham Citizens Advice Bureau please ring **08444 111 444** (landline) or 0300 3300650

(mobile)

## Twitter

Follow us **@Housing RMBC**

## Instagram

Rotherhamcouncil

## Facebook

Rotherham Metropolitan Borough Council

## Our Customer Service Centres

Our main Customer Service Centre is at:

Riverside House, Main Street, Rotherham S60 1AE Other Centres:

Rawmarsh Library and Neighbourhood Hub, Barbers Avenue, Rotherham S62 6AA Aston Library and Neighbourhood Hub, Worksop Road, Sheffield S26 4WD

Maltby Library and Neighbourhood Hub, Braithwell Road, Maltby, Rotherham S66 8JE