

Tenants' Handbook

corner stone

Housing People



Tenants' Handbook

Cornerstone Housing

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Welcome to the Cornerstone Tenants' Handbook

Originally, founded in 1926 as the Exeter Workmens' Dwellings Co. Ltd and becoming the Exeter Housing Society in 1954, the association changed its name in May 2008 to Cornerstone Housing Limited.

Cornerstone is a non-profit making, charitable housing association registered with the Financial Services Authority as an Industrial & Provident Society. It is registered with the Homes and Communities Agency and affiliated to the National Housing Federation.

The purpose of this handbook is to give you useful information about your home, Cornerstone's role as landlord and your rights and obligations as a tenant. It does not affect your legal contract with Cornerstone which is set out in the tenancy agreement itself. Please keep it in a safe and handy place for easy reference when needed.

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Your Tenancy

The tenancy agreement is the legal contract between you and Cornerstone which you signed before moving into your home. It is an important document which describes your rights and responsibilities, and those of Cornerstone as your landlord. It is divided into two parts; the main agreement, and the rules and regulations. You must conduct your tenancy so as to comply with both parts. There are two copies of your agreement; one that we hold as landlord, and one you would have been given to keep in your tenancy pack. If you have lost your copy, please contact the office.

Different types of tenancy

Cornerstone currently uses six different types of tenancies:

Assured tenancy

Assured tenancies are generally the most commonly used tenancies throughout the social housing sector. The majority of Cornerstone's tenants have one. They can only be ended by agreement, the tenant giving notice or a court order.

Secure tenancy

All Cornerstone tenancies created prior to 1989 are secure tenancies.

The maximum rent Cornerstone can charge is set by the Valuation Office Agency. Although secure tenancies are no longer offered to new tenants, if an existing secure tenant of Cornerstone moves to another Cornerstone property, they will retain their secure tenancy status.

Starter tenancy

This is an assured shorthold tenancy and is offered to all new tenants. After the initial 12 month probationary period, it will automatically convert to a full assured tenancy or fixed term tenancy unless terminated or extended by Cornerstone. Existing Cornerstone tenants and tenants mutually exchanging will not be given a starter tenancy.

5 Year fixed term tenancy (affordable rent)

The five year fixed term tenancies will be preceded by a 12 month starter tenancy. The use of these is currently restricted to new developments and a small percentage of relets. They are renewable subject to certain criteria being met. This is to help ensure the most efficient use of Cornerstone's housing stock. Affordable rents (normally 80% of market rent) will be applied to these tenancies.



Periodic assured shorthold tenancy

These tenancies may be used as either a temporary measure to cover a number of short term situations or for longer periods depending on the circumstances.

Licence agreement

These agreements are only used where it is not possible to offer an assured tenancy because of occupancy or property restrictions.

Single and joint tenancies

The tenancy may be held by an individual, but often married couples or partners who live together will have a joint tenancy.

Each joint tenant will be liable both jointly and separately for all the duties and obligations under the tenancy. For example, one joint tenant will be liable for all of the rent owed on the property, not just his or her perceived share of it.

Adding or removing a joint tenant to a tenancy

Cornerstone may consider removing or adding a person to an existing tenancy at the request of the tenant(s). If a joint tenant wishes to leave and wants the tenancy to revert solely in the name of the other tenant, the circumstances of the remaining tenant and property occupancy levels would need to be taken into account before making a decision. Any tenant change would only be done by a Deed of Assignment and would need the agreement and signature of both parties concerned.

Where one party has left and cannot be contacted, the tenant making the request should seek legal advice with a view to obtaining a court order for an adjustment to the tenancy. In summary,

Cornerstone would only agree to a joint to sole tenancy change by means of an assignment or court order.

In cases where a sole tenant wishes to add a person, an assignment would again be needed. Whilst spouses can be added immediately, other partners would need to be resident at the property for a period of at least 12 months. Both would be subject to signing a questionnaire stating they are not home owners or a tenant of another social housing provider.

Succession

When a tenant dies, his/her partner or a member of the family can succeed the tenancy under certain circumstances and therefore take on all the rights and obligations of the tenancy. The person who takes over the tenancy is known as a 'successor'. Only one 'succession' of the tenancy is allowed. If you have a joint tenancy and one of you dies, this counts as one succession.

Where the tenant dies who has already been a successor there is no further right to pass on the tenancy to any other family member. However, we would consider each case individually, subject to Cornerstone's lettings policy and eligibility criteria.

If the property is larger than required by the successor, or has been specially adapted to suit an elderly or disabled resident, we may ask them to move to more suitable accommodation.

Any claim to a tenancy must be made in writing to Cornerstone within one month of the tenant's death. The person claiming the tenancy will be asked to provide evidence of the conditions listed above. Please contact the office if you have any queries concerning rights of succession.



Consultation

As a tenant of Cornerstone, you will be consulted about matters of housing management and maintenance which significantly affect you, such as changes in tenancy conditions, estate services or the arrangements for rent payment.

With the exception of changes in rent, services, and other charges, we can only change the terms of your tenancy agreement after consultation with you. If the terms of your tenancy agreement are to be changed, we will give you the chance to comment on the intended changes.

Further details on tenant consultation can be found in the section of this handbook called 'Getting Involved'.

Right of entry

As a tenant, you are obliged to give access to your home to Cornerstone staff or its representatives to carry out repairs, servicing, and in connection with other tenancy matters. We will try to give at least 24 hours notice of intended visits and call at a reasonable time during the day.

If reasonable access is refused, or appointments not kept, we will charge you a standard missed appointment fee (currently £30).

Access may be required immediately in an emergency, for example if a leak is causing damage or threatening someone's safety. Should we be unable to gain access in an emergency we may need to force entry into the property.

Cornerstone's staff and contractors will carry identity cards, so it is important to ask to see them when someone calls at your home.

If you have a second home

As a general rule our property is let to you to use as a home for yourself and your family.

If you do not live in the property as your only or principal home, you will lose your security of tenure and we will consider what action to take against you which could result in the loss of your Cornerstone tenancy.

If you live elsewhere temporarily

If you want to live away from your home for one month or more you must inform the office in writing of your circumstances. If we agree, we can then discuss arrangements concerning the payment of rent, home security and when you intend to return.

As the tenant of the property, you will still be responsible for all your tenancy obligations. If you do not tell us about your absence we may assume that you have abandoned the property and take steps to end your tenancy and re-let the property.

Overcrowding

Your home has been designed for a certain number of people. You should not allow more than the permitted number to occupy your home unless this is caused by family growth. If you have any questions about overcrowding, please contact your Housing Officer.

Under occupation

If your home is too large for your needs and you want to discuss what options are available for moving to smaller accommodation, please contact the office and speak to the Lettings Officer.

Sub-letting

The sub-letting of your home is not permitted, unless you have specific written permission from Cornerstone. Action will be taken against a tenant for any unauthorised sub-letting.

Lodgers

A lodger is someone who lives with you as a member of your household, sharing the facilities of your home such as the kitchen and bathroom, and is usually provided with meals. Lodgers do not have any rights of tenancy.

Although you do not need our permission to take in a lodger, you must ensure that you meet the following criteria.

- that it does not cause overcrowding.
- tell us the name, age and sex of your proposed lodger.
- everyone must keep to the terms of the tenancy agreement, but as the tenant you will be held responsible for their behaviour.
- if you are in receipt of benefits you will need to inform the relevant agency.

It is important to note that if the property does not remain your principal home it is a breach of your tenancy and may result in Cornerstone applying to Court for possession of your home.

Operating a business from home

Your home is your own. You are entitled to privacy but we ask you to remember that your home is to live in, rather than being business premises.

Some business activities which will not disturb your neighbours may be acceptable, but you will still need to get our written consent first. Cornerstone's consent will not be given where the business is illegal or immoral or would in the opinion of Cornerstone be likely to cause a nuisance or annoyance to neighbours or other residents in the area.

Car repairs will not be permitted.

If agreement is given, and your business disturbs your neighbours, perhaps due to the level of noise or because of an increase in visitors or vehicles to your home, our consent will be withdrawn. You will then have to stop using your home for your business. Failure to do so may lead to action being taken to repossess your home.

Any business you carry out from your home should not restrict the use of the property in its normal function as a home. You must not display or show on the premises or in the grounds any advertisements or business signs relating to the trade, business, or your profession.

Ending your tenancy

Details of how to end your tenancy are given in the section of this handbook called 'Moving On'.

When Cornerstone can end your tenancy

You have what is known as 'security of tenure'. This is the most important of the rights connected with your tenancy and generally means that you have the right to stay in your home as long as you keep to the conditions set out in your tenancy agreement.

If you no longer use your accommodation as your main or only home, you will lose your security of tenure and it will be possible to end your tenancy.

However, as long as you are living in your home, your tenancy cannot be ended unless we give you proper notice and obtain a court order.

In exceptional circumstances we may need possession of your home if we intend to carry out major repairs or improvements, or if it is a special property required by someone with a specific need and you no longer have such a need. In both these cases we will assist you in finding suitable alternative accommodation.

Rent & Payment



Paying your rent *is one of your most important responsibilities.*

You should make sure your rent is paid promptly and on time so that you may continue to live in your home.

How to pay your rent

Under the terms of your tenancy agreement, your rent is due calendar monthly in advance on the 1st day of each month.

It can be paid in the following ways:

- By Direct Debit through your own bank or building society. Please ask the office for the appropriate form. The rent will automatically be paid from your bank account at monthly intervals.
- By standing order if direct debit is not possible.
- By swipe card payable at the Post Office or a number of other available outlets. When you sign your tenancy agreement a swipe card will automatically be sent to you with a detailed list of instructions. This swipe card must only be used for rent payments, not for other charges such as repairs or court fees.
- By card payments over the telephone or at the office.
- By cheque to the office.

Rent reviews

Rent reviews are carried out annually and are effective from the 1st April. The rent is set by Cornerstone using the Government Rent policy. We will write to you at least one calendar month in advance to inform you of any change to your rent.

Your rent does not include the following items which you are responsible for paying separately:

- Water charges, gas, electricity, telephone bills.
- Council tax.
- TV licence.
- Insurance of your possessions.

Service charges

Some properties may have a service charge. A service is an additional part of the total rental charge, for 'extras' not covered by the basic rent and only applies to your estate or home.

This charge could include items such as:

- Maintenance of communal garden areas.
- Cleaning of shared halls, landings, stairs or paths.
- Cost of maintaining a lift, laundry, door entry system etc.
- Building up a fund to cover the cost of the replacement of equipment, for example a lift.

We will review your service charge every two years with any changes usually effective from the 1st April. We will give you at least one calendar month's written notice. It is Cornerstone's policy to keep service charges to a minimum whilst maintaining a good standard of service.

Other charges

You may pay other charges in addition to your rent. These depend on your circumstances and could include:

- Licence fees for garages or parking spaces.
- Communal TV licence in certain schemes.
- Costs recharged to you including repair invoices and legal fees.

Registered rents

Residents who have tenancy agreements dated prior to 15th January 1989 are secure tenants who have the right to have their rent set by the Valuation Office Agency (VOA), an independent official employed by the Government.

Cornerstone cannot charge a secure tenant more than the registered rent set by the VOA. Cornerstone may apply to the VOA every two years for the registered rent for secure tenancies. The VOA will ask you for comments, they will then inform you of their decision.

Cornerstone will charge a secure tenant the lower figure of either the registered rent or the rent calculated under the rent review formula.

Rent assessment

You have the right to appeal to a Rent Assessment Committee if you think your rent has been set too high by the VOA (if you have a secure tenancy) or by Cornerstone (if you have an assured tenancy). Contact Cornerstone for further details.

Rent arrears

Rent arrears are not acceptable to Cornerstone. If you are about to or are experiencing any financial problems that may affect your payment of rent, you must contact your Housing Officer immediately. At that stage we can discuss your situation to try to understand the underlying cause of your difficulties and will offer constructive suggestions and advice on how to deal with the situation. This could include a formal financial arrangement to suit both parties to clear the debt. By doing this, you can safeguard your tenancy and help prevent legal proceedings, which could result in you losing your home.

Once we have agreed an arrangement you must adhere to it. If you do not, we can take legal action and issue a Notice of Seeking Possession, which could eventually lead to you losing your home.

If you leave your home owing us rent or any other monies we will take action to recover the debt.

Rent statements

Tenants may obtain printed statements of their rent account at any time upon request. Statements are automatically sent out twice a year to all tenants. This will show how much we have charged you and how much you have paid.

If you think there is a mistake or have any queries about the statement please do not hesitate to contact the office.



Repairs & Maintenance

Cornerstone employs its own workforce to carry out most maintenance work. We aim to provide a friendly, effective service and work to a high standard with the minimum of inconvenience to you.

You should be careful about whom you allow into your home. Cornerstone staff and contractors will carry identity cards, so it is important to ask to see them when someone calls at your home.

If you have any cause for complaint concerning the way in which a repair is carried out you should write to the Building Manager at Cornerstone's office.

Cornerstone's responsibilities

It is Cornerstone's responsibility under the tenancy agreement to maintain the exterior of the dwelling and its basic structure in good repair and to maintain in good working order installations such as central heating, water heating and for the supply of gas, electricity etc, where these are provided by Cornerstone.

Minimum lettable standard

When Cornerstone first lets a property to you it will ensure that it meets a minimum standard in terms of its condition and the facilities it provides.

Details of the expected standard will be provided to you in your new tenancy pack.

You are required to report the need of repairs as they arise.

Your responsibilities

It is your responsibility to take care of your home and to make sure that members of your household and visitors to your home do not damage or misuse the property. You must also ensure that the condition of the property does not deteriorate because of carelessness, general neglect or condensation.

You must repair or replace anything that needs to be replaced because you or anyone else has either damaged or not taken proper care of the property. If you do not do the repair within a reasonable time, or we have to do the repair urgently because of safety issues or to protect the structure of the property, we will have the work done and charge you the costs.



You are responsible for the internal decoration of your home and for the repairs of any fixtures and fittings which are damaged through carelessness, vandalism or misuse. These include breakages of windows, doors, locks, keys, washbasins, bath, WC pan and seat, kitchen units etc.

You are also responsible for any damage to meters and meter boxes which are the property of the utility provider. Any damage caused by the emergency services (police, fire brigade etc), for example, in forcing entry to the property, may be recharged to you depending on the circumstances. Cornerstone will consider each case individually.

Access may be required immediately in an emergency, for example if a leak is causing damage or threatening someone's safety. Should we be unable to gain access in an emergency we may need to force entry into the property.

How to report repairs

Any repair to your property must be reported immediately no matter how urgent or non-urgent it may be.

The category deadlines come into force when the repair request is first reported.

You should report all repairs directly to the depot by telephone or email. Alternatively contact the office by post, fax, e-mail or in person. Emergencies should only be reported by telephone or in person. Please note that for safety reasons, you are not permitted to visit Cornerstone's works depot. For out of hours repairs please see the relevant section.

Please give clear details of exactly what repairs need doing together with your name, address and contact telephone number. It is vital that you let us know when access will be available or where a key will be obtainable.

If you are out when we call, we will leave a card for you to arrange another visit. If you do not acknowledge this, we will cancel the order without any further correspondence.

Repair response times

Cornerstone aims to give you an efficient and responsive repair service. There are a wide variety of requests for repairs every day and some are more urgent than others.

To make sure that urgent jobs are dealt with first, each repair is given a priority code. The priority code sets out the target time when the work should be finished.

You will appreciate that in some circumstances it may not be possible to abide by the times given, for example where a spare part is not available, in extreme weather conditions, or where unforeseen circumstances have led to a backlog of work. However, every effort will be made to respond within the times stated.

The following sections show the 4 categories of repairs. Please note, the following lists do not include every possible type of repair, but it is a guide to our general policy.

Category 1-Emergency repairs

Emergency work to be carried out within 24 hours (or immediately where there is a danger to life or limb or serious damage to the property).

These are repairs which, if not carried out, will present a danger to you or to the public, or would jeopardise your health, safety or security.

- Gas leaks or blocked flues.
- Major water leaks or burst pipes which cannot be controlled by using the stopcock.
- Complete loss of power supply if not due to power cut (you should check with your neighbours).
- Unsafe/dangerous electricity fittings unless it is your own electrical appliance causing the fault (you should check the trip switch first).
- Central Heating - complete breakdown but only during the winter season (usually the 1st of October until the 31st March unless stated otherwise).
- Blocked or overflowing main drains or sewers where there is a health risk.
- Broken WC pan if unusable and no other WC available.
- Missing manhole cover if dangerous.
- Damaged external door or window which leaves your home insecure or is a danger to life.
- Serious roof leaks.
- Breakdown of lift or stairlift.
- Communal fire alarm systems.
- Other items where there is danger to life, limb or property.

The workmen or contractors who are called out to an emergency repair may only be able to do a temporary job that makes the property safe until a more permanent repair can be done.

Category 2 – Urgent repairs

Urgent work to be dealt with within five working days (normally one week).

These are repairs which, if not carried out, will cause serious inconvenience to you.

- Minor electrical defects, lampholders, flexes, sockets, switches.
- Partial loss of electrical power (where not caused by one of your own appliances).
- Faulty smoke detectors (you should check the batteries before reporting the repair).
- Partial loss of water supply.
- Essential plumbing repairs for example minor water leaks, overflows, taps which cannot be turned off, blocked sink, wash hand basin or bath.
- No hot water.
- Heating repairs (for all cases other than those specified in category 1).
- Broken WC. Communal alarm systems, TV systems.
- Extract ventilation for enclosed bathrooms and kitchens.
- Faulty intercom system/entry phone.
- Loose or broken stair bannister, handrail or stair tread.
- Temporary glazing repairs which are Cornerstone's responsibility and not emergencies.

Category 3 – Routine repairs

Routine work to be dealt with within twenty working days (normally four weeks).

These are repairs which are non-urgent and will not cause serious inconvenience to you.

- Defective roof tiles, chimney pots and leaking gutters etc.
- Non-urgent defects in heating.
- Defective flooring.
- Damp penetration.
- Minor plumbing repairs, e.g. dripping taps or shower units (if supplied by Cornerstone).
- Ceiling and wall plaster defects.
- Joinery works e.g. repair to kitchen fittings, easing doors and windows.
- Re-fix bathroom fitting e.g. wash hand basins, baths, toilets.

Category 4 – Non priority repairs

Non priority work to be dealt with within three months. **These are repairs which are not routine and we may need to inspect the problem to find out what needs to be done.**

- Remedial works to garden wall, paths and handrails.
- Non-urgent masonry work including inspection pit defects.
- Fencing.
- Some non-urgent work in Category 3 may fall into this group.

Some repairs involving large scale replacement or improvement works may be outside of the “prioritising” of works and will be done under a separate programme.

Emergency repairs outside office hours

Cornerstone’s emergency repair service operates outside office hours, weekends and Mon-Fri 5.00pm through to 8.00am. Please only ring if it is an emergency or if you are unsure, speak to the member of staff and they will be able to advise you further. Please do not abuse this system - use it wisely, or you will be charged if the call is found to be of a non-urgent nature.

You should always have an alternative form of heating to use in case of failure.

Charging for repairs

Cornerstone will not charge for repairs due to damage arising from defective materials and equipment or fair wear and tear. You may, however, be charged for repairs due to damage to the basic structure of the building caused by negligence or misuse. You will be recharged for any work that is your responsibility (as detailed), emergency calls of a non-urgent nature (as detailed) or if you fail to leave the property in a good condition. If reasonable access is refused, or appointments are not kept, we will also charge you any costs that we incur.

Typical items that you will be charged for include:

- Damage to fixtures and fittings through carelessness or misuse.
- Damage to walls, plaster or the fabric of the property, including glazing.
- Damaged electrical fittings.
- Cracked bathroom fittings.
- Clearance of blocked waste pipes, WC pans, drains.
- Redecoration not as a result of normal wear and tear.
- Putting back walls, doors and other fixtures which have been removed without our written permission.
- Removal of rubbish (including garden rubbish) and cleaning.

Gas safety check

Cornerstone has a statutory obligation to annually check all gas pipework and appliances under its ownership. For your own safety it is essential that this work is carried out. If you fail to allow us access inside the property, Cornerstone will take legal proceedings to gain entry and you will be liable for any costs associated with any such action.

If an appointment has been made to carry out a gas safety check and you are not at home when we call, you will be charged for a missed appointment (this is currently £30).

Locks and keys

All the keys to your home are handed to you when you take up your tenancy. If you lose your key it is your responsibility to arrange and pay for any lock change. Cornerstone would only replace the lock in exceptional circumstances and the cost of this would then be recharged to you.

For certain schemes, Cornerstone holds blank keys which need to be taken to a locksmith for a copy to be cut providing you have an original to copy it from. The blanks are available from the office at cost price.

Communal areas

It is the responsibility of Cornerstone to maintain communal areas, hallways and staircases. Any defects in such areas should be reported to Cornerstone's offices.

You must not clutter up or allow the communal areas to become untidy.

Where internal communal areas are not covered by a cleaning service charge you must arrange and agree responsibilities between yourself and the other tenants to look after and keep clean the different areas.

Complaints

You have the right to complain to your local Council's environmental health department if you believe your home is unfit for habitation or if you believe it is harming your health.

If you have any cause for complaint concerning the way in which a repair is carried out you should write to the Building Manager at Cornerstone's office. Our full complaints procedure is detailed in the section of this handbook called 'Your Home'.

Tenants' improvements

You may make improvements or alterations to your home provided you obtain our written consent before you carry out any work.

The type of improvements for which you need to get permission include:

- Any addition to or change in Cornerstone's fixtures and fittings such as kitchen units, sinks, baths, showers, etc.
- Any changes in the provision of services in your home such as changing the position of gas, electrical or water supplies.
- Structural alterations e.g. construction of porches and other extensions.
- Knocking down walls, inside or outside your home.
- Installing laminated wood flooring.
- Painting the outside of your property.
- Construction of hardstandings, car ports or garages.
- Landscaping or other major works to your garden including fishponds.

You should inform us in writing before undertaking any work. We will need confirmation that you have obtained all the necessary permissions for example, planning consent and building regulations, and we will insist on most works of alteration being carried out by a named qualified contractor. We will visit your home once the works are completed, to inspect the workmanship. Some improvements will require you to sign a conditional undertaking which will be appended to your tenancy agreement.

Should Cornerstone refuse permission it will give its reasons in writing.

You will be responsible for paying for any additional alteration or improvement that you make to your home. You will also be responsible for the cost of maintaining or repairing any item you have added to your home, and making good any damage caused by this alteration. Cornerstone accepts no liability due to alterations made by you. We will not take the value of any improvements you make into account when we review your rent. Any permanent alteration becomes the property of Cornerstone by law and cannot be removed when you vacate the accommodation.

Planned repairs and improvements

Cornerstone maintains a continuous programme of modernisation of its housing stock.

If your home is due to be modernised you will be advised of the nature of the works due to be undertaken at least 6 months in advance and you will be invited to put your views forward. You may have to move out of your home whilst the work is being carried out. If so, Cornerstone will arrange alternative accommodation for you and your household. We will also organise and pay for your removal expenses and give you a removal allowance (subject to current policy).

Neither you or any other unauthorised person may enter the work site without permission from the Senior Site Officer.

How repairs are checked

A sample of repairs are inspected by either the Building Manager or Maintenance Officer after completion to check the quality of the works.

Cornerstone issues random maintenance questionnaires to ensure that our tenants are satisfied. You will be asked a number of questions about work that has been carried out, the standard to which it was done, the manner of the person who carried out the work etc.

If you do not receive a questionnaire, and you would like to make any comments or suggestions about recent work that has been carried out to your home, you can put it in writing to Cornerstone at any time.

Information about repairs

We publicise our repairs response times and comments in our regular tenants newsletters. We also include details of major improvement works programmes.

Internal and external decoration

We will keep the external decorations of your home in good order, including painting the outside on a regular basis. You must not paint the exterior of your home without our permission.

You are responsible for the internal decoration of your home, but you must not paint any fixture and fittings i.e. kitchen units, gas fires, windows without prior written permission. You need to ensure that your home is decorated to a reasonable standard. Upon vacating, if found to be in poor decorative order, Cornerstone will redecorate the property and charge you for the cost.

Problems with new buildings

Every effort is made to ensure we hand over new properties in good condition, but there may be some unavoidable teething problems. The contractor who undertook the building work is responsible for repairing any faults that might occur, while the property is under guarantee. A full inspection of the property will be carried out after this period to pick up on any outstanding defects. Internal redecoration should not be undertaken until the final inspection has been carried out, and all defects rectified.





Your Home



We all share a concern to ensure that our homes and neighbourhoods remain peaceful and agreeable places in which to live. Cornerstone is committed to making sure that your local environment is safe, tidy and clean.

Housing staff carry out regular estate inspections to monitor this and will also speak to you if for instance, it is felt that your garden is not being maintained to an acceptable standard.

For example, when this happens you will be asked to rectify the problem. If you fail to do this, Cornerstone will consider what further action is necessary so that the matter is addressed.

Caring for the neighbourhood is a joint responsibility between you and Cornerstone, but the most important people involved in this responsibility are the people who live there - you and your neighbours.

Be a considerate neighbour

The way that you live and use your home, your garden, the shared areas and the way you control your pets and keep noise down are all very important. No-one can choose their neighbours and everyone feels differently about what levels of noise and behaviour is acceptable.

Noise

No home is completely soundproof and households will always make a certain amount of noise just through day to day living. To be a considerate neighbour you should consider the following:

- Carpet your floors (due to the possibility of increased noise levels, laminate flooring is not recommended in flats).

- Do not use noisy appliances, e.g. washing machines, stereos etc. late at night.
- Loud speakers should be placed on brackets or stands.
- Avoid banging doors - they can sound louder than you think.
- If you are planning a party or family celebration either warn your neighbours - or invite them!

Nuisance

If a neighbour is causing a nuisance then whenever possible you should try to resolve the problem by talking to one another to try to see each other's point of view.

If you have approached your neighbour and had no success, you should contact the office for further advice. We will make an appointment to see you as soon as possible, either at home or in the office to discuss the situation in more detail and so gain a better

understanding of the problem. We will discuss a number of options with you, and if appropriate, will involve other agencies such as Environmental Health and the Police.

We will also advise you if we feel the situation does not justify further action being taken.

Cornerstone takes allegations of nuisance and harassment very seriously and what action is taken will depend on the nature and severity of the nuisance and what evidence is available. Any action taken by Cornerstone will depend largely on the information and support given to us by residents. Tackling nuisance is a joint effort. In most cases it will not be necessary to take legal action. However, in severe cases of nuisance or harassment and with appropriate supporting evidence, Cornerstone will consider applying to the Court for either an Injunction, a demoted tenancy or a Possession Order.

Cornerstone cannot take action on anonymous complaints.

Please note that as the tenant you are ultimately responsible for the behaviour of all the residents and visitors to your home.

Mediation

It is better to try and resolve disputes early before a situation gets out of control. Mediation is seen as a way of coming to an agreement and hopefully avoiding the need for taking legal action.

There may be times when the problem is more of a disagreement between two parties rather than a nuisance or breach of tenancy. In these circumstances we cannot get involved but we can assist.

In certain cases we may feel it is beneficial to all parties in a dispute, to fund an independent mediation service to try and resolve the problem. A mediator will be able to work with you and your neighbour to try and resolve the issues concerned.

Harassment

We take harassment very seriously, harassment being a deliberate act targeted at a person or group for reasons of prejudice. We will take no action without your agreement, and all details will be kept confidential. We will support the victim as much as possible whilst taking action (with the police if necessary) against the people doing the harassing.

If a partner has to leave the home because of domestic violence, we may go to Court to gain possession of the property.

Illegal use of home

If we are aware that someone is using their home for illegal or immoral purposes, or has committed an arrestable offence in the property we may take legal action and seek possession of the property.

Complaints procedure

Cornerstone aims to provide good quality services to all its customers and to ensure that everyone is treated fairly and equally.

If you are unhappy with our service, we want you to let us know so we can make sure that our standard of service can be corrected and improved in the future.

We have a three stage formal complaint procedure for looking into and responding to our customers

complaints concerning the performance of Cornerstone. We aim to sort things out informally at first, so please contact your Housing Officer or Maintenance Officer. If you are not happy with the outcome you can use the formal stages of our complaints procedure. For further information, please contact a customer service advisor at the office who will provide you with an information leaflet.

Compensation

Cornerstone will consider payment of compensation for any damage to tenants' personal property as a result of negligence by Cornerstone staff or its contractors. Cornerstone will also consider compensation for failure of Cornerstone staff to attend a pre-arranged appointment (unless reasonable notice of cancellation has been given), if this has led to you suffering any loss of earnings.

Any claim for compensation must be in writing to the Housing Manager and accompanied by supporting evidence as to the value of items damaged or confirmation of loss of earnings by the tenants' employer. No damaged items should be disposed of until inspected by Cornerstone staff.

The amount of compensation will usually be as agreed between you and the Housing Manager and approved by the Chief Executive. In certain cases the matter will be referred directly to the Chief Executive for a decision.

Police protocol

Cornerstone has signed up to Police protocols for the exchange of information. Enquiries may be made to or by the Police about any persons housed or applying for housing by Cornerstone.

Insurance

As your landlord, Cornerstone insures the structure and permanent fittings of your home. We do not insure your furniture, furnishings or your personal possessions. We strongly advise that you take out your own household contents insurance which includes replacing damaged glazing.

If a water pipe or tank bursts and damages your belongings, we will not pay for the damage unless it is proved that we have been negligent or it was our contractors' fault. If you are flooded by your neighbour's washing machine, for example, you cannot claim from our insurance. Similarly, you are not insured for damage to your possessions or decoration caused by fire.

Pets

Cornerstone understands that many people wish to have pets, but as a landlord we need to consider all residents. The emphasis of this policy is on consideration for neighbours.

If you live in a flat or a scheme with communal entrances and corridors you must have written permission in advance to keep a pet at your home. We will only give permission for dogs or cats in exceptional circumstances. We will consider the personal circumstances of each request, such as a tenant who has a registered guide dog for the blind.

For all other properties you have permission to keep up to 2 pets in total i.e. 2 dogs, or 2 cats, or 1 dog and 1 cat. If you wish to keep more than the specified number you must have Cornerstone's written permission in advance. This permission is scheme specific so that if there are communal entrances in the scheme then no

tenant will be allowed dogs or cats. If you want to keep another type of pet, Cornerstone grants permission for small domestic animals on certain conditions.

There is a detailed policy about pets. Pets are only permitted if they are not causing a nuisance, or a risk to the health or safety of other residents, staff or agents of Cornerstone. Tenants will not be permitted to keep pets where there are previous convictions for cruelty to animals.

Each case will be considered on its merit, but the Housing Manager has discretion to decide what is an acceptable pet. These rules apply to pets kept on the premises or visiting the premises.

If the rules are not followed, Cornerstone will ask you to stop the pet from causing a nuisance. If the problems continue, Cornerstone will withdraw its permission for you to keep the animal in your home and you will have to find an alternative home for it. If the animal is still kept at the property and is still causing a nuisance, this is a breach of your tenancy agreement and we would consider taking legal action against you.

Gardens

You are responsible for looking after your own garden or yard; this includes;

- Keeping it clean, tidy and free of rubbish.
- Keeping the grass regularly cut and not letting the garden get overgrown.
- Not keeping any scrap materials in it.
- Not cutting down trees or remove fencing without Cornerstone's written permission.
- Ensuring that if you have a dog or cat you clean up after them, particularly in the summer months, or it could become an Environmental Health issue.

Some communal and landscaped areas are maintained by Cornerstone. You pay for the cost of maintaining the communal areas in your service charge, so if for instance plants are damaged and need replacing, the cost of this will have to be added to the service charge.

If you do not look after your garden or if you allow rubbish to build up, we may tidy it up and charge you the costs of the work, or we may take legal action as you would be in breach of your tenancy agreement.

Only the main access paths to the front and rear of your home will be maintained by Cornerstone. You will need Cornerstone's written permission if you want to lay a concrete path or patio area in your garden.

Hedges, shrubs and trees must not be allowed to grow to an extent which is likely to reduce the natural light for adjoining properties, cause a nuisance, reduce 'sight lines' or restrict the footpath. Trees must be at least 3.6m away from the structure

of the property. If trees damage the drains then you will be liable. You must maintain and trim any trees and bushes, including any growth from your neighbours side, which comes into your garden.

If you do not maintain your hedges, we may tidy them up and charge you the costs of the work.

Fences and gates

Cornerstone will only supply and maintain fencing where it:

- Adjoins a public right of way.
- Prevents danger.

Elsewhere Cornerstone may provide post and wire boundary markers, but not fencing. Tenants wishing to erect a fence must first apply for permission from Cornerstone.

You are responsible for any paths, fences, hedges, trees etc. built or planted by previous tenants and for any future repairs or trimming.

Outbuildings

Tenants must apply for written permission before erecting any decking, outbuilding, e.g. sheds, greenhouses, aviaries, etc.

Details of conditions imposed on design and construction are available from Cornerstone's office. Consent will not be given for the structure to be erected within 3.6 metres of the property, nor for structures in unsound condition or poor appearance. Consent would not normally be given for a structure exceeding 2.4m x 1.8m.

If greenhouses, sheds or other outbuildings have been put in and left by previous tenants then the incoming tenant accepts future repair responsibility.

Parking

Cornerstone owns parking areas in many locations. Some of these are shared parking areas and no resident has a reserved space or the right to park in a certain spot. Please park carefully and be reasonable in the use of the parking areas to ensure that emergency vehicles can get through.

Parking areas should not be used for the following:

- Unroadworthy, untaxed or abandoned vehicles. Where vehicles are abandoned or untaxed we will try to find the owner and take steps to remove it. We will then recover the costs from the owner. Any vehicles that are found to be unsafe or a danger will be removed immediately.
- You should not carry out any work other than weekly safety checks (tyres, fluid, etc.) and the topping up of water, lubricants etc. Any excess spilt onto the surface of the parking areas or garage must be cleaned up immediately.
- Spray painting and welding is strictly prohibited.

Parking areas should not be used for the following without Cornerstone's written permission:

- Commercial vehicles and vans.
- Boats, trailers and caravans.

In certain areas the parking spaces and garages are allocated to specific households and residents are able to apply for a licence for a space or garage. If you are unable to obtain a licence the alternative is to park on the public highway. Please note that you are not permitted to park your vehicle in your front garden without written permission, nor on pavements, footpaths, verges and grass areas.

Refuse

Refuse should be stored in either your own dustbin or a Council 'wheelie bin'. These should be kept in the allocated place if one is provided and only brought out on collection day.

Do not leave bin bags outside where cats or dogs could get at them and cause a mess. No rubbish container should be permanently visible at the front of the property.

If you have any large items of rubbish, contact the refuse department at your Council who can arrange to collect it from you.

Loft spaces

Loft spaces should not be used as a storage room because you must not overload the joists.

Flooring

Cornerstone does not provide carpets or other floor coverings as this is the responsibility of each tenant. Please note, if you find that a floor covering does not fit under an internal door, it is down to you to have the door trimmed as necessary.

TV aerials

If your television is serviced by a communal TV aerial and a fault occurs, check to ensure that your own set is not at fault. Check with a neighbour to see if they have the same problem. If this is the case, please contact the maintenance section and we will get an engineer to come and rectify the problem. Please note that this repair falls into Category 2 on the maintenance response times.

If your home is not serviced by a communal TV aerial you will need to provide one yourself, unless it has been left in situ by the previous tenant.

In either case, maintenance or providing a replacement is your responsibility.

Aerials are not permitted to be positioned on chimney stacks.

Cable and satellite TV

Cornerstone's properties may have the facility to be connected to cable TV. If you have any queries please contact the office.

You will need Cornerstone's written consent if you wish to install a satellite dish. An information sheet is available from the Cornerstone office which will give more detailed guidance particularly in respect of dishes being placed on blocks of flats.

Where dishes are permitted, they must comply with the Council's Planning Regulations (details are available from your local Council). Whilst every care will be taken, Cornerstone will not be responsible for any damage caused to these by our Maintenance staff or contractors.

CCTV cameras

If you wish to place a CCTV camera at your home, you will first need to ask Cornerstone for written permission before proceeding. As a rule we allow one fixed camera per property as long as the camera only covers your entrance door or garden area. On no account must the camera be sighted or pointed at communal corridors or other communal areas, or at any other person or property.

The only exception where Cornerstone would consider allowing additional cameras to be installed would be by a formal request from an external agency such as the police.

Vermin and pest control

If you are troubled with any kind of vermin or pest e.g. fleas, rats, mice, ants, wasps, etc., you will need to contact the Environmental Health Department at your local Council, as it is your responsibility to deal with this and to pay any costs. Cornerstone will not reimburse you.

Aids and adaptations

Before any adaptation is carried out we must have the request in writing (usually from an Occupational Therapist or Doctor) for consideration. Please note that we reserve the right to refuse certain adaptations if the property is deemed unsuitable.

Cornerstone has an annual budget to allow us to provide adaptations to properties such as handrails, lever taps etc. We may also be able to undertake some major adaptations such as level access showers, stairlifts etc. (up to a maximum cost). If other major work needs to be carried out to allow a resident to remain in their own home, then if possible, funding will need to be sought elsewhere, usually from a grant

assisted scheme. Please contact the office for further advice.

Smoke detectors

Many of our properties are fitted with mains operated smoke detectors with battery back up and the first battery is provided by Cornerstone. After this it is your responsibility to replace the battery as and when necessary. If batteries are missing during a safety check we will advise you but you will be responsible for replacing it. Cornerstone strongly advises residents to install a smoke detector if your property has not got one already.

Condensation

Every property gets condensation at some time, especially when the weather is cold and when lots of moisture and steam are being produced from rooms such as the bathroom and kitchen.

To reduce condensation and prevent mould growth, you should do the following:

- Keep your home reasonably warm most of the time.
- Provide ventilation by keeping some windows open. In winter, open windows a little but only for as long as they are misted up.
- Whenever possible, dry your clothes outside.
- Keep kitchen and bathroom doors shut, especially when cooking, washing or bathing. When cooking, always keep lids on pans and do not allow pans or kettles to boil any longer than is necessary.
- Avoid putting beds or wardrobes against outside walls.
- Do not use liquid propane gas heaters.
- Ensure that tumble dryers have adequate ventilation.

Getting Involved

Cornerstone recognises the importance of tenant views and how essential they are in the decision making process when reviewing and improving services to tenants. The services offered by Cornerstone will be open, transparent and available for tenant scrutiny.

Cornerstone will strive to contact and involve all tenants either individually or in groups to ensure that a broad and representative range of tenants as possible are given the opportunity to make their views known.

Cornerstone Performance Panel

The Performance Panel is made up of a set number of volunteer tenants and together as a group they independently review the different areas of service provided by Cornerstone. The Panel identify areas of improvement and make recommendations to Cornerstone's Board.

This is an exciting opportunity for tenants to have real input at a strategic level within Cornerstone, to help shape the services we provide for all our tenants. If you are interested in finding out more about the Performance Panel, please contact the office for further details.

Tenant Forum

Occasionally we will ask tenants to comment about the services we provide. This will be about specific topics or policies that need to be reviewed. We would be very grateful if you can take the time to complete these surveys and return them to us, as they give us a valuable insight into how Cornerstone services are being received by our tenants.

Cornerstone website

www.cornerstonehousing.net

If you have access to the internet, please visit our website for:

- the latest news about Cornerstone
- services we offer
- completing on-line surveys
- tenant involvement
- other general information which we hope you will find interesting and helpful.

Tenant groups

Tenants may form themselves into a group independent of Cornerstone, which represents tenants and exists to provide a means of presenting tenants' collective views, concerns and ideas to Cornerstone.

It should be noted that Tenant groups do not exist to deal with individual problems or complaints and these should always be directed to Cornerstone.

Residents' associations

Residents' associations are local groups of residents, who may or may not be tenants of the Cornerstone, and are set up for a wide variety of reasons. Some may have started because there was a need for better facilities in the area, crime issues, and others to provide social events and outings for residents.

Residents' associations provide an opportunity for residents to meet collectively to discuss issues that affect you, your neighbours and your home.

Residents' associations also help people to get to know each other and to build a sense of community.

There may be opportunities for Cornerstone staff and tenants to attend occasional meetings.

Residents' meetings and focus groups

Cornerstone use residents' meetings (small groups of residents, staff, and any interested people) as a method of consultation. They enable people to give their views and allow issues to be explored in a less formal environment in which people are confident to express their opinions.

Consultation

Cornerstone believes that it is highly important to consult residents on a regular basis. We are committed to consulting with residents on all matters that might affect the way your home is managed. This would include repairs procedures and major improvements.

We also assess the services that we provide by using the consultation process. We will give you straightforward and detailed proposals of major changes in order for you to form an opinion. We will ask for your

views, take them into account before making any decisions, and inform you of the outcome.

We will notify you in one of the following ways by:

- letter
- surveys
- newsletter
- the Annual Report
- a public meeting

Tenants satisfaction surveys

Cornerstone also carries out regular tenant surveys about the services we provide. If you do receive such a survey, then we would very much like to hear your comments.

Tenants' newsletter

Cornerstone produces a tenant newsletter approximately three times a year which is designed to give useful information about housing management, tenant feedback, rent levels, survey results, repairs service, staff changes etc.

If you are interested in contributing to the newsletter, please contact the office.



At some stage you may wish to move elsewhere, either to a different size or type of accommodation or to another location. This section explains what options are open to you.

If you require any further advice or assistance, please contact the office.

Choice based lettings

Devon Home Choice (DHC), is a regional choice based lettings scheme which covers Devon. DHC is responsible for the allocation of the majority of social housing vacancies and is run in partnership with local authorities and other housing providers, including Cornerstone.

Applicants who apply to join DHC will need to complete an application form. The housing need of the person concerned will then be assessed by DHC and if accepted, they will be placed in an appropriate band category which reflects their housing priority.

Cornerstone property vacancies are advertised through DHC and applicants who have registered are able to bid for them.

In order to be considered for a property the successful bidder would need to meet Cornerstone's Letting Criteria or any other criteria that may apply such as a local lettings plan.

If you want to apply to Devon Home Choice, please visit their website at www.devonhomechoice.com or contact your local Council or alternatively contact Cornerstone on 01392 273462 for further information.

Mutual exchanges

You can mutually exchange properties with another Cornerstone tenant or with a tenant from another Registered Social Landlord or Council (subject to certain grounds). You are responsible for advertising your home for exchange, although our Customer Service Advisors will be able to advise you how to do this.

Once you have found a person to exchange with the process may take up to six weeks. It is important that you do not take any positive action concerning the exchange until you receive written confirmation from both Cornerstone and the other Landlord.

We will refuse an exchange request if there are grounds under the Housing Act, such as legal action being taken against either tenant for rent arrears or any other breach of tenancy conditions. We would also refuse an exchange request if the move would result in overcrowding or substantial under occupation.

An exchange is a private arrangement between two tenants. Cornerstone has



no liability for the state of the property e.g. the state of internal decoration and items/rubbish left at the property etc. If you have exchanged into one of Cornerstone properties then you accept the property as it is left by the previous tenant.

If you wish to consider this option please contact the office to discuss this and for a copy of our lettings policy.

Cornerstone computer terminal

Please call into our offices and use the computer terminal for access to Devon Home Choice or Homeswapper if you are seeking a mutual exchange. Staff will be on hand to help you if you need it.

Buying your own home

A small number of Cornerstone properties have the Right to Acquire which enables tenants to buy their own homes with the assistance of a grant. This only applies to certain newly acquired properties with grant funding after the 1st April 1997. To qualify you must have rented from a public sector landlord for a minimum period of two years. If you wish to find out whether your home is eligible please contact your Housing Officer.

Shared ownership

Shared Ownership is a way of buying a home by part owning and part renting. You usually need to buy a 50% share in the property and you pay rent to a housing association for the other 50%. If you would like to know more about this type of scheme and whether Cornerstone has any properties available, please contact the office for further information.

Terminating your tenancy

You may find accommodation yourself and want to give notice. You may terminate your tenancy at any time by giving Cornerstone one month's notice in writing. In addition to the 'moving out' procedures, we will confirm in writing the date that your tenancy will end and the monies that you owe up to this date.

Moving out

Before you move out, your home will be inspected to check if any work needs to be done before it can be re-let. We will advise you of what needs doing before you vacate. We will also inspect after you have moved out to ensure that no damage has been caused.

You will be charged for any work that is necessary, for example, the removal of any possessions or rubbish left in the property, or garden or repairing damage to fixtures or fittings in the property. You should be aware that even rubbish removal is expensive and, where necessary, you will be charged the full cost for removal and disposal.

All the keys to the property must be returned to the office by noon on the day that your tenancy ends, unless other arrangements have been made with Cornerstone staff.

It is your responsibility to notify your utility providers i.e. gas, electric etc. and to have your mail forwarded by the Post Office.

Useful Contacts

Exeter City Council

Civic Centre
Paris Street
Exeter
EX1 1QD
(All departments)
Main Switchboard
Tel: 01392 277888

Teignbridge District Council

Forde House
Brunel Road
Newton Abbot
Devon
TQ12 4XX
(All departments)
Main Switchboard
Tel: 01626 361101

Mid Devon District Council

Phoenix House
Phoenix Lane
Tiverton
EX16 6PP
(All departments)
Main Switchboard
Tel: 01884 255255

East Devon District Council

Council Offices
Knowle
Sidmouth
Devon
EX10 8HL
(All departments)
Main Switchboard
Tel: 01395 516551

Police

Central Switchboard
Tel: 101

Transco Gas

Emergency
Tel: 0800 111 999

Western Power

(Electricity emergency)
Tel: 0800 365 900

Water

Emergency
Tel: 0800 169 1144

Citizens Advice Bureau

Watt Tyler House
3 King William Street
Exeter
EX4 6PD
Tel: 08444 111444

Devon County Council

General Enquiries
Tel: 0845 155015

Social Services

County Hall
Exeter
Tel: 0845 155015

VOA

(Valuation Office Agency)
VOA Housing Allowances
Wycliffe House
Green lane
Durham
DH1 3UW
Tel: 08450 264696

The Independent Housing Ombudsman

81 Aldwych
London
WC2B 4HN
Tel: 0300 111 3000

Please note that the above details are correct at the time of printing





Tenants' Handbook

Cornerstone House, Western Way, Exeter, EX1 1AL

telephone 01392 273462

repairs 01392 424344

email mail@cornerstonehousing.net