



WHITEINCH & SCOTSTOUN

HOUSING ASSOCIATION LTD

2011-2014

As with all of the Association's policies and procedures, this Handbook, in full and in part, can be made available in summary, on tape, and in translation into most other languages. It can also be downloaded from the website at www.wsha.org.uk. Please contact Karen McQueen at the office at the Whiteinch Centre, 1 Northinch Court, or by telephone on 0141 959 2552, or by e-mail at: wsha_admin@wsha.org.uk if you would like a version in a different format.

Bruidhnibh ri Carin Nic Cuithne aig oifig WSHA aig Ionad Whiteinch, 1 Cùirt Northinch, air neo le fòn air 0141 959 2552, no air post-d aig kmcqueen@wsha.org.uk nam bu mhath libh leagan den Leabhran Theanant seo ann an cànan eadar-dhealaichte.

اگراپکوکرایہ داروں کا یہ دستی کتابچہ کسی دوسری زبان میں چاہیے توبراہ مہربانی گیرن مککوین سے ثبلیو ایس ایچ اے، ڈی وانٹنچ سینٹر، ۱ نارتہنچ کورث میں، یابذریعہ kmcqueen@wsha.org.uk ای میل رابطہ کریں۔

假如你希望獲得本租戶手冊的其他語言版本,請聯絡 Whiteinch & Scotstoun 房屋協會 (WSHA) 辦公 室的 Karen McQueen ,地址為 The Whiteinch Centre, I Northinch Court ,或致電 0141 959 2552,或電 郵至 kmcqueen@wsha.org.uk。

如果您希望得到这份《租客手册》的其他语言版本,请与位于北英尺巷 1 号(1 Northinch Court)的白英尺中心(The Whiteinch Centre)的白英尺和苏格茨顿住房协会(WSHA)办公室的凯伦.麦克坤(Karen McQueen)联系,或请致电 0141 959 2552,或者发电子邮件至 kmcqueen@wsha.org.uk。

Jeśli chcieliby Państwo otrzymać kopię Podręcznika Lokatora w innym języku, proszę skontaktować się z Karen McQueen z biura spółdzielni mieszkaniowej WSHA w centrum The Whiteinch Centre, 1 Northinch Court, lub telefonicznie na 0141 959 2552, lub wysłać emaila na kmcqueen@wsha.org.uk.



Aiming for High Quality Homes in a Desirable Environment

Mission Statement:

At Whiteinch & Scotstoun Housing Association, we aim to provide and maintain the highest quality rented housing and environment. We also aim to support this with quality services and associated activities for the betterment of our community.

Aims:

- To seek achievable development opportunities to extend the range of affordable quality housing choices within the area.
- To provide responsive, quality services which reflect the identified needs and demands of our community.
- To assess, plan, fund and carry out long-term maintenance and replacement requirements.
- To continuously support and develop our staff to enable them to maximise their personal potential and to better deliver services.
- To contribute to and participate in the social, economic, cultural and environmental regeneration of the area.
- To openly and actively work in partnership with whatever groups or organisations can assist the realisation of these aims.



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We hope that you will find it easy to read, interesting and useful. The Handbook is designed to give information and advice about the Association, our responsibilities as a landlord and the services we provide to help you to get the most out of being a tenant of the Association and to enjoy your home. It offers general advice on a range of issues about your tenancy. Specific policies, procedures, response targets, etc will be explained to you when you first sign up for your tenancy but should you ever require current detail about any aspects of it, please contact the Office. In addition, the Association will provide advice, information and reminders throughout the year through our regular newsletters (sent to every tenant) while current details of policies and procedures can also be found on the website at www.wsha.org.uk.

Contact Details

Our Address: The Whiteinch Centre

1 Northinch Court

Glasgow G14 OUG

 Our Telephone Number:
 0141 959 2552

 Our Fax Number:
 0141 950 4432

Our Email address: wsha_admin@wsha.org.uk

Our Office Hours: Monday to Friday: 9.00 am to 5.00 pm

Background

The Association had its origins in two local community groups: the Whiteinch Housing Action Group and Scotfore. The former was established in 1975 with the express aim of securing the community in the face of demolition of houses and shops brought about by the building of the Clyde Tunnel and the clearance policy of that time. The latter organisation, Scotfore, was set up around about the same time to co-ordinate a large environmental improvement project in Scotstoun. These two bodies formed the basis of the original membership of the Housing Association which was formally constituted late in 1977.

About the Organisation

As a Housing Association, the organisation is what is legally known as a Registered Social Landlord; the Registration part of this name primarily refers to a legal need to be registered with a government approved or controlled agency, currently the Scottish Housing Regulator. This body regulates Housing Associations (on tenants' behalf), continually ensuring that they act appropriately, obey the law and seek to operate efficiently. This Association is also a charity and as such is also registered with the Office of the Scottish Charity Registrar (OSCR), who ensures that we operate within the expectations of Scottish Charity Law.

Committee

The Housing Association is controlled by an elected, voluntary management committee, mostly made up of local residents, committed to working to improve and maintain local housing and environment. At the same time, these members are also dedicated to supporting and delivering regeneration issues aimed at improving the life of local people.

We encourage our tenants and owner-occupiers to become shareholders in the Association, at a cost of only £1.00 for life. The Committee is responsible for overseeing all the work of the Association, agreeing all its policies and appointing staff to implement these policies. Being on the Committee can involve anything from a few hours a month upwards and is entirely voluntary. (See the section on being a Committee Member for more details.)





Staff

The Association employs a full-time staff team to deliver its services and implement policy. They are there to assist you and to deal with any problems or queries relating to your tenancy.

Staff are organised into various departments to cover the services provided and the administration and running of the business. As a tenant the departments and staff you are most likely to come into contact with are Housing Management, Repairs (covering day-to-day maintenance) and Projects (which deals with planned and cyclical maintenance). Each of these is covered in later sections of your Handbook. In addition, you will often encounter our Customer Services Assistants, the usual first point of contact as you telephone or call into the Office in person.

Right to Information

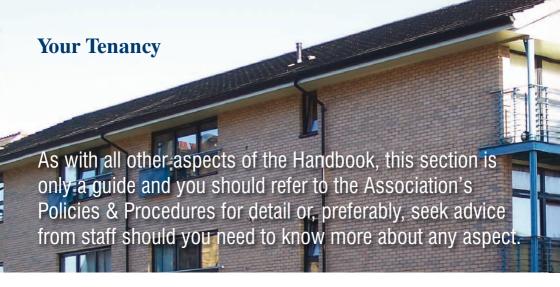
It is a legal requirement that Registered Social Landlords have to make specified pieces of information available to tenants. These include your written tenancy agreement and information about our complaints process and advising tenants prior to the start of their tenancy what Right to Buy is and how it affects them. In addition, if asked, as your landlord we must also tell you about:



- · how rent and service charges are set;
- how to apply for a house and how these are then allocated;
- · how tenants can exchange homes;
- how tenants can apply for a transfer;
- · how repairs and maintenance services are delivered;
- · how tenants can participate; and
- what the arrangements are for taking decisions about managing your home and the services we provide.

In effect, this Handbook, should be seen as the initial source of information on all of the above. However, anyone wishing to know more, is asked to refer to updates in the Association's newsletters, to check the website if you have access to the internet or to ask at the Office at any time.

Further than all this, though, it is the Policy of this Association to share any information that is requested, so long as it is not in any way confidential or personally or commercially sensitive.



Tenancy Agreement

All tenants of Registered Social Landlords (such as this Association), by law, have to sign a tenancy agreement. Your tenancy agreement is a **Scottish Secure Tenancy Agreement** and can essentially be seen as a contract between you (as the tenant) and the Association (as your landlord) in that it lays out your rights and responsibilities as a tenant and the Association's rights and responsibilities as your landlord.

The Association will retain a signed copy but, as a document which is important to you, you should make sure that you keep your copy of your tenancy agreement in a safe place.

For a variety of reasons (explained elsewhere in this Handbook) you must advise us as to who will be living in your house with you, informing us of any changes that may occur.

Security of Tenure

Your **Scottish Secure Tenancy Agreement** offers you what is known as *Security of Tenure*. Put simply, this means that once the Tenancy Agreement is signed you have the right to remain in your house for as long as you want **provided you do not break any of the conditions of the Tenancy Agreement**.

- Your Tenancy Agreement can only be ended (and the house taken back by the Association, if appropriate) in one of the following ways:
- You advise the Association, in writing, with at least 28 days' notice, that you wish to give up your tenancy (see below).
- The Association has to take Court Action to repossess your home (which will only be done in extreme circumstances) under one or more of the grounds listed in the Housing (Scotland) Act 2001 (which would most likely be for non-payment of rent or excessive antisocial behaviour).
- If the tenant dies and nobody living in the house meets the legal requirements for taking over the tenancy.
- If an Antisocial Behaviour Order (ASBO) is awarded by a Court over a tenant or other member of the household and the Association then takes action to change the tenancy agreement to a **Short Scottish Secure Tenancy Agreement** (see below).
- If the Association has reasonable cause to believe that a tenant has abandoned the property a notice will be served on the house in question offering 28 days to respond. If there is no contact within this period, the Association is then entitled to enter and take back the property. If it is believed that there could be any form of security risk or threat to neighbouring tenants, the Association may enter such a property before the end of the 28-day period.

Ending Your Tenancy

As indicated above, if you wish to end your tenancy, you have to give the Association at least 28 days notice in writing. We will then send you a termination of tenancy form to complete and return. In the case of joint tenancies (see below) both tenants must sign to show that they are both giving up the tenancy.

You will have to pay rent up to the end of the 28 day notice period even if you actually move before then.



What you must do before you leave

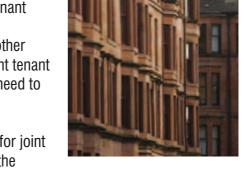
- Arrange a date for us to inspect the flat.
- Carry out repairs which are your responsibility, otherwise they will be charged to you.
- Re-instate any alterations which are your responsibility.
- Arrange in advance to have the Council's Cleansing Department uplift any large items for you.
- Give Gas and Electricity authorities at least two full days notice for final readings.
- Remove floor coverings and underlay throughout.
- Remove all tenants' fittings and fixtures and fill holes.
- Re-instate torn and missing wall coverings.
- Leave property in a clean and tidy condition throughout.
- Hand back three sets of keys to the Association.

Joint Tenancy

You and anyone who lives in (or is going to stay in) your house and uses it as their only home can apply for a joint tenancy. Being a joint tenant means that you will then share the responsibilities of the tenancy with that other person. The application to become a joint tenant must be in writing and both tenants will need to sign the tenancy agreement.

It is generally expected that applications for joint tenancies will meet with the approval of the

Association but these can be refused if there are reasonable grounds for doing so (e.g. the house may have medical adaptations which make it inappropriate for the joint tenant to share).



Succession to a Tenancy

Succession takes place when a tenant dies and the tenancy then passes to another member of the household, thereby providing security for a family or other form of household. This could be to a wife or husband or partner living with you (for at least six months beforehand); the other joint tenant (again with six months of staying at the address); another family member (so long as the house was their main home at the time of the death); or a carer who has otherwise given up their own home in order to provide care for the tenant and so long as the property is now their only or main home at the time of death.

Succession can only occur twice however, so that in the case, say, of a married couple, should the tenant die, the spouse can succeed to the tenancy and then should they die an adult child can in turn succeed (provided they met the qualification requirements).

To ensure that such requests can be appropriately and fairly dealt with by the Association, it is important that you keep the Association advised as to who constitutes your household at all times.

Assignation of a Tenancy

Assignation of a tenancy means signing it over to another person but only to someone who has been living in the property as their only or main home for at least six months. You must formally request this of the Association and get permission in writing, which will not be unreasonably withheld. The new tenant has to accept all responsibilities attached to the tenancy and be willing to take on the property as it is at the time of the assignation.

Again, this is an issue which means that it is important you continually keep the Association advised of who is living in your house.

Subletting

Subletting can take place when a tenant moves out of their house for a temporary period and lets it to someone else. Again, this requires the



permission of the Association. All legal responsibilities of the tenancy still, however, lie with the tenant, not the sub-tenant and anyone considering such a move should give it careful consideration before doing so and apply to the Association in writing. The following will apply in all cases:

- As the tenant, you will still be responsible for ensuring rent is paid.
- You must have a legal agreement between yourself and the sub-tenant.
- You will be responsible for the behaviour of the sub-tenant and for any damage or disturbance which they may cause.
- Any agreement to sublet will not be given or will be cancelled if it in any way results in the house being overcrowded.

Lodgers

Unlike subletting, the tenant remains in their home while a lodger is a guest who pays rent to the tenant. Permission must be applied for in writing and again this will not be unreasonably withheld but the following will apply:

- Taking in a lodger cannot result in overcrowding.
- If your rent is paid in full or part through Housing Benefit, you must declare any income received from a lodger.
- You will be responsible for the behaviour of the lodger and for any damage or disturbance which they may cause.
- If you are applying for a transfer due to overcrowding you will not qualify if this is resolved by a lodger moving out of your home.

Short Scottish Secure Tenancy

All of the foregoing refers to the rights and responsibilities under the terms of the Scottish Secure Tenancy Agreement (SST). There is, however, another from of Agreement that can be used by the Association, called the **Short Scottish Secure Tenancy Agreement** (Short SST). This form of Agreement



does not carry the same security of tenure and rights as the full SST. For example, under the terms of the Short SST, it is possible for the Association to end the let with two months' notice, there is no right to succession and there is no Right to Buy.

The Short SST can only be used in limited circumstances and generally is only ever likely to be applied by this Association following the granting of an Antisocial Behaviour Order (ASBO). If the Short SST is ever used by the Association, it will change to the full SST after 12 months unless the tenancy has been ended before this.

Rent & Service Charges

Rent Setting

Rent money is the only continuing source of income available to the Association to ensure that houses can be maintained and services provided to tenants. Each year the Management Committee is responsible for agreeing the level of rents for the forthcoming year and must ensure that not only is there enough to pay management and maintenance costs for the following twelve months but that there is also an allowance included for future improvements such as window and kitchen replacements or central heating upgrades.



At the same time, the Association strives to make sure that rents are affordable to tenants and always takes account of comparable landlords in setting rents.

Prior to setting rents each year, the Association consults with tenants as to the level of proposed increase.

A few tenants who have been with the Association for some years have the right to a Registered Rent, which is set independently by the Rent Officer. This is only increased every three years (unless improvements have been carried out) and generally the Association applies for an increase in line with its other rents. There is a Right of Appeal for tenants to a Rent Assessment Committee if it is considered that an increase is too high.

The Association will give all tenants, in writing, at least one month's notice of the annual rent increase which is applied from 28th March, each year. And each year, the Association will send you at least two rent statements, indicating the position of your account (that is, are you in credit or are you owing any rent) along with a record of the payments you have made for the period covered by the statement.

Paying Your Rent

Your rent is due to be paid on the **28th of each month in advance**. For example, your rent for December should be paid on 28th November. You can pay your rent in any of the following ways:

- By Standing Order (forms are available from the Housing Association).
- By agreeing that your Housing Benefit is paid straight to the Association by the Council (see below).
- By sending a cheque to the Office.
- By using your Swipe Card at:

Any Post Office or At a shop or garage which has a PayPoint Sign

(When paying by Swipe Card, you simply hand over payment and your card. The till operator will give you a receipt, which **you should keep as proof of payment**. If you lose your Swipe Card, please contact the office and we will order another one for you.)

At time of writing this Handbook, the Association is also exploring systems to allow Direct Debit payment of rent. As these are developed we will inform all tenants through newsletters and the Association's website.

For security reasons we do not accept cash at our office.

Please check the Association's website or ask at the Office for details of any of these payment methods.

Service Charges

In some cases the Association provides tenants with services and these are charged separately from rent but payable at the same time. These can be for grounds maintenance, common electricity and lighting charges, backcourt cleaning and bulk uplift, cleaning of some common areas and, in some developments only, communal heating charges.



At your tenancy sign up, whatever service charges apply to your home will be explained to you. Thereafter, you will be informed of what has been paid when periodic rent statements are issued and advised of any changes when Service Charges are annually reviewed.

Housing Benefit

Housing Benefit is a central government scheme, to assist people on lower incomes to pay their rent. The system is managed and benefit is paid out by the City Council.

The local Housing Benefit Office is at Anniesland (841 Crow Road, Glasgow G13 1YT), telephone number 287 1000.

The amount of Housing Benefit payable to tenants is dependent upon a number of factors such as your income, your rent and the number of people living with you and their circumstances (e.g. are they of working age and do they have an income?)

It is your responsibility to ensure that if Housing Benefit is required, that you apply to the Housing Benefit Office and that you provide them with all the information for which they ask. A successful claim can only be paid from the date which the Benefits Office receives it and any delay will result in an amount for which you will be personally responsible.

The Housing Benefit Office will also review claims and in doing this they may send you a new claim form which again you must promptly and accurately complete and return. Failure to do so could result in your Benefit being cancelled which again means that you would be responsible for any outstanding rent.

It is also your responsibility to let the Housing Benefit know if your circumstances change. For instance, if your income goes up or down or if the number and circumstances of the people who live in your house changes, the amount of Benefit you are entitled to receive can change. If you do not inform



the Benefits Office of a change in your circumstances, this could mean that more Benefit is paid than you are entitled to. In such cases, this overpayment will be taken back from the Association by the Council but will then be due from the tenant.

Welfare Rights Service

Although, as indicated, the responsibility for claiming Housing Benefit lies with tenants, the Association will assist with all claims. When you sign up for a tenancy, an appointment will be made with our **Welfare Rights Officer** who specialises in Housing Benefit and other welfare benefits that may be available and can give advice and support in making claims. Our Housing Officers and Housing Assistants can also give more general advice but if more detailed assistance is required, appointments can be made to see the Welfare Rights Officer who conducts surgeries each week to assist tenants. It is also possible to appeal awards of benefit and again the Welfare Rights Officer is able to provide a service to assist this.



Difficulties Paying Your Rent/Arrears

If you are having difficulties paying your rent you should get in touch with your Housing Officer immediately to discuss the problem. Your Housing Officer will make a sensible arrangement for you to pay what you owe over a suitable period of time. A delay on your part in making an arrangement could result in Court Action.

The Association operates an Arrears Policy, which is aimed at prevention and then, should arrears of rent arise, early action and support to assist tenants who find themselves in difficulty paying. However, if tenants in arrears do not engage with staff trying to assist them or do not keep to arrangements agreed to clear arrears, the Association has little recourse but to resort to the law; this means that if all else fails to address the arrears situation, then there is no choice but to go to Court and this could result in eviction.

As indicated, however, the Housing Association also has a Welfare Rights Officer who can provide advice on Benefits and may be able to help you in identifying to what extent you may be entitled to an award. If you get into difficulty with your rent, please approach the Association as soon as possible so that staff can try to help you.

Repairs & Maintenance

The Association is intent on ensuring that all of its properties and common areas in its ownership are maintained to a high standard. This includes day-to-day, Reactive Repairs as well as Cyclical Repairs (carried out periodically over the course of a year, e.g. gutter cleaning) and Planned Maintenance, involving the programmed replacement and upgrading of items such as heating systems or kitchens.

Reactive Repairs

The Association will carry out most repairs to your home, essentially to anything that we have provided (the structure, windows, kitchen and bathroom fitments, etc, etc) while tenants are responsible for their own décor, floor coverings, light bulbs, or anything not installed or provided by the Association. You must let the Association know as soon as possible if there is a repair needed in your home and a contractor will then be arranged to carry out the work.

Tenants can report Reactive Repairs at any time by telephoning the Office, calling in person or by letter or email. Numbers are available for out-of-hours repairs (**which must only be emergencies**). Each type of repair is categorised and will be responded to by our maintenance contractors as follows:

Emergency: within 24 hours

Urgent: within 3 working days
Routine: within 10 working days

When reporting a repair you will be advised of the category and the timescale for a response.

The Association may review these response times but it is intended that this will never result in them being extended, only shortened. Any such reviews will be communicated through the newsletter and available on the website.

Examples of the types of repairs for each category are:

Emergency:

Those which pose a threat to a building/property or the immediate health/wellbeing of its occupants if not attended to as soon as possible. It is important to note that the response time is just that and not necessarily a completion time, as the contractor will attend the tenant's home or the common area and make safe the repair.



Where the repair cannot be completed immediately (for example because a part needs to be obtained) the follow-up repair will be dealt with as an urgent or routine repair within the published timescales.

Tenants who call out the Association's emergency contractor for anything other than an emergency repair may be recharged for the cost of the call out (see below).

Typical repairs that would qualify as Emergency include:

- No electricity.
- No central heating.
- No access to house, e.g. tenant locked out or tenant locked in.
- · Removal of racist graffiti.
- Damage to roof such that it proves a danger to the public, e.g. falling slates, dangerous chimney.
- Significant water penetration due to flooding from upstairs flat or burst pipe (with electrical check carried out as an emergency).



Urgent:

Those which do not necessarily pose a threat to the building/property or immediate health/wellbeing of its occupants, but which should be carried out within a reasonable time to reduce any inconvenience caused.

Urgent repairs would include:

- No hot water.
- · Electricity constantly tripping.
- Faulty door entry system or repairs to close door.
- · General graffiti removal.

Routine:

All other repairs, i.e. those day-to-day repairs which do not fall into the emergency or urgent categories. A routine repair will be attended to within 10 working days but if parts need to be ordered, delivery times may dictate when a repair is actually completed. The tenant will be advised of the reason for delay and given an approximate completion time.

Repairs Inspections

In order to assist in obtaining value-for-money and to ensure that the repairs service is of an expected standard, the Association will inspect a percentage of repairs before and after they are carried out. On some occasions preinspections will be necessary to actually determine the exact nature of the repair before it is ordered, while post-inspections will not only check the quality of the repair but also the tenant's satisfaction with it.

All tenants are expected to assist with this process and allow reasonable access for inspections to take place.

Floor Coverings and Décor

The Association may need access beneath the flooring to carry out repairs (e.g. for central heating). Any coverings are the tenant's responsibility and must be lifted to allow access with any replacement again falling to the tenant. You should therefore carefully consider what type of floor covering suits you as types such as laminate may be damaged in this process. In a similar manner, decoration, such as wallpaper, is again the responsibility of the tenant if repairs are required.

The Association would expect and encourages tenants to take out home contents insurance to cover damage to such items when repairs are necessary (see below).

Rechargeable Repairs

Situations can arise when the Association needs to charge tenants for repairs. These are:

- If the repair is as a result of your, a member of your household's or a visitor to your home's neglect (i.e. accidental damage), misuse or vandalism.
- If the Association has to carry out work for which the tenant is responsible.

- If an emergency contractor is called out and the repair is not in fact an emergency.
- If there is no access to your home on two occasions.
- If you lose or break the entry fob to your close you will be charged for a replacement (and there is a charge for any additional fobs required above those issued on taking the flat).

Where possible the Association will seek to get a mandate to pay for rechargeable repairs signed by the tenant before work is carried out but if this cannot be done or the tenant refuses and works have to go ahead, then the Association will continue as though it had been signed. Tenants will receive a copy of the works order and the contractor's invoice when received in all cases of rechargeable repairs.

If any tenant is having difficulty in paying, the Association will discuss this and come to an arrangement to pay in reasonable instalments. Failure to pay or to discuss the matter with the Association could result in Court action being taken against the tenant.

Right to Repair

Tenants of Registered Social landlords, such as this Association have a legal right to have small, urgent repairs carried out within a given timescale. This is known as *Right to Repair*.

Whenever a repair is reported, the Association will advise if it is a qualifying repair under this scheme. If it is you will be told the maximum amount of time allowed



to carry out the repair, your rights under the scheme and we will try to arrange a suitable time for access to your home for the repair in question. In addition, tenants will be given contact details for an alternative contractor who can be approached to undertake the work should the appointed contractor fail to carry

out the repair within the stated timescale. If a qualifying repair is not done within the expected time, the tenant in question will then be entitled to compensation from the Association.

The list of qualifying repairs can be found on the Association's website or is available on request at the Office.

Alterations and Improvements (including Satellite Dishes)

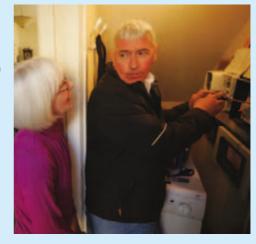
If you wish to carry out alterations or improvements to your home (including the erection of a satellite dish) you must first ask permission of the Association, which will be given in writing. This will not be unreasonably withheld but the following expectations will always apply:

- The work must be carried out to an acceptable standard.
- You are expected to ensure that whoever carries out the work is capable and fully-qualified where appropriate.
- The work must comply with and you must get all relevant legal permissions (building warrant, planning permission, etc).
- You must allow the Association to inspect the work on completion.

If the Association has any concerns about the standard of the work you could

be asked to rectify it at your own cost. Likewise, if alterations have been carried out without the permission of the Association, you could be asked to remove them and reinstate the property to the original condition.

If improvements have been carried out with the Association's permission and the tenancy is then given up, you may be entitled to compensation. This is based upon a formula which takes



account of the cost (so keep all receipts), how long ago the work was done and how long the improvement is expected to retain any value. No improvement carried out without the permission of the Association will be eligible for compensation.

Details are again available on the Association's website or on request from the Office.

Special Adaptations

The Association generally receives grant funding every year from Glasgow City Council to carry out adaptations to tenant's homes to assist with changing physical and health needs.

These could involve anything from installing handrails to supplying walk-in shower systems. However, the Association will only apply for grant if the adaptations have been referred by an Occupational Therapist working for the Council's Social Work Department. Full advice on how to do this can be had from the Association's Office. It should be noted that the amount of adaptations that can be carried out in any given year is restricted by the amount of funding available and priority will generally be on a first-come, first-served basis.

Cyclical & Planned Maintenance

As well as dealing with reactive repairs, we also carry out cyclical and planned maintenance works

The first of these are *Cyclical Works* which is work carried out on a regular basis to keep all properties and common areas in a good and safe condition. This includes ground maintenance, gutter cleaning, close painting, gas safety checks, etc which take place on monthly, bi-annual, yearly, or up to five-yearly cycles depending upon the nature of the work.

The Association is also involved in *Planned Maintenance*, which is the replacement of major building components such as roofs, windows, close



doors and internal fitments and equipment like kitchens, bathrooms, and heating systems. We replace items to ensure that our properties continue to be well maintained but we also have a legal obligation to ensure that all of the Association's housing will meet the Scottish Government's Scottish Housing Quality Standard. The Association generally works to a five-year budgeting cycle when planning its replacement programmes. Tenants should note that an element of every year's annual rent increase is applied to cover the continuing cost of the Association's Cyclical and Planned Maintenance Programme in future years.

The Association will advise all tenants of both cyclical and planned programmes each year, writing to individual tenants in the case of major works.

Gas Safety Service

By law, the Association, has to ensure that all of its gas appliances, pipework and flues are safe. We must, therefore, carry out a gas safety check in each property every year.

It is in every tenant's interest and in the interest of their households and neighbours that they allow the Association's contractors in to carry out each gas safety service. As checks have to be carried out within 12-months of the previous service, by law, the Association has a programme which will ensure access before this period. So, when written to by the Association for your gas safety service you must arrange access at an appropriate time. Failure to do so will result in the Association forcing access and where necessary taking Court Action. The tenant involved will be charged the relevant legal costs and any repair costs that can arise from having to force access.

Contractors in Your Home

The Association employs contractors to carry out repair works to your home. Rigorous processes are followed in selecting these firms so as to achieve value for money and hopefully to ensure a quality service is provided. To this end, those contractors that are used are expected to ensure that their staff realise that as they are acting on behalf of this Association they must treat all tenants

and other residents they encounter with respect and courtesy at all times. If you ever feel that they fail to do this then you are entitled to use the Association's Complaints Procedure (details of which can be found elsewhere in this Handbook).

The Association has used many contractors for several years and these have built up a reputation with this organisation. References are always taken for any new contractors that might be employed and in this way it is hoped that the tradesmen who call to assist you will prove to be reliable.

It is understood that sometimes it can prove difficult to be available for contractors and tenants have sometimes left them in their house alone or perhaps arranged for them to have a set of keys for access. The Association must make clear that if you elect to do this it is at your own risk and will be a personal arrangement between you and the contractor involved. As a consequence, the Association can neither promote this nor be involved in handling the keys of any tenanted house.

Insurance

The Association insures the structure of the building you live in. Part of your rent goes towards this and effectively means that should any damage occur to the fabric of the building, we could be in a position to claim against the policy for its repair.

This does not include the contents of your home, however, including both material possessions and décor such as wallpaper, carpets or other floor coverings, curtains or blinds, etc. If these are damaged through problems caused by structural issues, the Association is not liable for them; we will sort out the repairs to the building but any other damage is the responsibility of the householder.

We therefore strongly recommend that you take out house contents insurance to cover your belongings and decoration from damage or loss as a result of such things as flood or fire and, as a general precaution, theft.



Allocations & Lettings

The Association has in place an Allocations & Lettings Policy that governs how applicants for houses are selected and those properties then let. As with all other Policies, this is available from the Office; the rest of this section outlines how this Policy works and how our properties are let.

It should, however, be noted that the Association always has a much greater demand for its housing than becomes available each year. This means that unfortunately the Association will not be able to house the greater majority of applicants.

For information relating to the latest version of the Allocations & Lettings Policy, the current lettings targets, Mutual Exchanges, etc, please ask at the Office or, if you have access to the internet, check the Association's website.

If you wish to discuss any aspect of your application with a Member of Staff, please make an appointment at the Office.

Priorities for Housing

Anyone over the age of 16 can apply for housing and be assessed by the Association at any time. However, the Association operates its Allocations & Lettings Policy on the basis of housing law and good practice guidance and seeks to measure housing need to fairly decide which applicants get preference. We also have to assist in addressing the government's target to eradicate homelessness and therefore a high proportion of lets every year will be given to referrals from this category. In addition, the Association will take a percentage of referrals from special needs agencies each year.

Other than this, the Association operates a points system that seeks to fairly measure varieties of housing need. These include:

- Medical Needs
- Overcrowding
- Under-occupation
- Insecurity of Tenure.

Points are awarded for each category with the higher number of points meaning that there is a better possibility of being housed.

Transfers

Existing tenants can apply for a transfer to another property owned by the Association. There has to be some measure of housing need and this is calculated and applied using the points system in the same way as with general applications.

Each year, based upon measures of demand and availability from the previous year along with discussions with the City Council, the Committee of Management will set percentage targets for Homeless Nominations, Housing List Applicants, Transfers, and Nominations from Support Agencies.

Mutual Exchanges

The Association will also allow moves agreed between tenants, including those of another Registered Social Landlord or Council. Written permission is required and this could be denied if there were specific reasons (such as the move resulting in overcrowding or if a house had special adaptations for someone with a disability).



This Housing Association is always earnestly striving to deliver the best service possible which has to be done against balancing the needs of the wider community and the available resources and costs. This is not always easy and we accept that mistakes can be made. However, we need these brought to our attention and when this is done through the Complaints Procedure we use such lessons to try to improve the service being delivered.

It is also recognised that everyone with whom we deal has a right to raise an objection should they feel that any aspect of the service is not what they have a right to expect and the Complaints Procedure is the way in which this should be done. The rest of this section outlines how the Procedure works and how you can use it should you so wish.

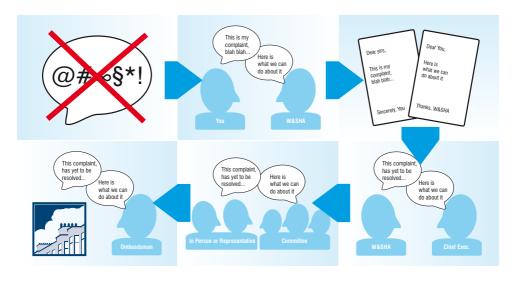
Informal Procedure

To begin with, it is hoped that most complaints can be dealt with easily and quickly in an informal manner. This is when the issue is taken up with the staff member who was dealing with the matter or whoever normally has responsibility for the area of the complaint. However, it is recognised that this cannot always be achieved and then the complaint has to be raised to a formal level.

Formal Complaints

Once a complaint reaches the formal level, complainants are asked to put their case in writing (so that it can be clear what they are expecting, in their own words). If they are not comfortable doing this, a member of the Association's staff will write down their interpretation of the complaint and ask the person raising it to confirm that it matches their perception. Thereafter, the complaint will be addressed in the undernoted stages.

- **Stage 1:** this will be addressed by the Section Head of the staff member originally dealing with the issue.
- **Stage 2:** if the complainant is still dissatisfied after the issue has been dealt with at Stage 1, the Chief Executive will take on the case, reviewing the original decision or fully re-examining the matter.
- **Stage 3:** if after the second stage, the complainant still wishes to pursue the matter it can be referred to Committee Members who sit on the Association's Appeals Subcommittee; this is the final stage that the Association will consider. Personal representation can be made in this instance (or a deputy) if the complainant so wishes. On occasion, a complaint can be considered to be so serious that it proceeds directly to this stage.



The Scottish Public Services Ombudsman

While Stage 3 is the last level to which a tenant can take a complaint within the organisation there is one last place that the issue can be taken to. If, following consideration by the Appeals Subcommittee, the complainant is still not satisfied the complaint can then be taken externally to the Scottish Public Services Ombudsman. It should be noted that the Ombudsman will only consider a case once it has exhausted the Association's system and generally as long as there has been no delay in referring it; they cannot normally look at complaints:

- more than 12 months after someone became aware of the matter they want to complain about, or
- that they have been or are being considered in court.

As with all other procedures, the Association will keep tenants informed of any changes and will provide specific advice and assistance at each stage of the Complaints Procedure.

The contact details for the Ombudsman are:

The Scottish Public Services Ombudsman Freepost EH641 Edinburgh EH3 0BR

Telephone: 0800 377 7330

Email: www.spso.org.uk/contact-us

Taking Part

Membership of the Association

When you sign up to your tenancy, you will also be asked if you would like to join the Association. For only £1.00 you can purchase a share and become a life



member. This does not mean that any further participation is required of you but as a shareholder you will receive an invitation to attend the Annual General Meeting which can provide a useful insight into the Association's business and the activities of the Committee. It also means that you can take part in the democratic running of the Association. Each year, the Annual General Meeting also allows shareholders to vote for Members of the Committee and, if you wish, to stand yourself for election (see more below).

Shareholders also have the right to call Special General Meetings of members should they be concerned about how matters are being handled by the Association and its Committee. Full advice on how to do this is available on request.

The Association's Membership Policy encourages membership from all local residents, so it is not just at tenancy sign-up that you could join; if you feel that you would want to participate at a later date, please contact the Office for details.

Joining the Committee

You may want to consider becoming even more involved and, rather than participate as an ordinary member, become more active in the running of the Association by standing for election to the Committee of Management. The Committee is supported by a professional staff team and training is available to help Members discharge their responsibilities.

Full Committee Meetings generally take place once a month (with occasional special meetings and some subcommittees also meeting). At each Meeting,



staff will present reports for Members to discuss and decide upon, with responsibilities including:

- · setting rents and service charges each year;
- deciding on all of the Association's policies (such as Allocations, Arrears, Repairs, etc);
- deciding on investment in new and existing housing;
- · agreeing factoring policy and fees; and
- monitoring the performance of the Association, seeking to ensure that the best possible services are delivered.

Involvement in the Committee is purely voluntary and unpaid and requires a level of commitment, primarily to attend meetings on at least a monthly basis. As indicated, though, support is available to assist all who participate on the Committee. This includes training covering those subjects that are directly related to running housing associations but also self-development and skills that can be helpful in other areas, such as use of Information Technology.

Being a Member of the Committee is an opportunity to put something back into the community and at the same time offers a chance to be involved in something different, learning new skills with the potential to enhance your own self-development.

If you want to learn more, contact the Office and the Chief Executive will arrange to discuss what is involved with you. After that, if you are still interested, a meeting will be arranged with current Committee Members who will be happy to share their experiences with you.

Tenant Participation

The Association has long held that by far the best way in which you can participate in its running is to become a Committee Member (see above). However, it is accepted that this is not always suitable for everyone and, consequently, there are other ways in which you can take part. For example, if



you have a general membership of the Association (see above) it is supportive of the organisation if you turn up at each year's Annual General Meeting.

On the other hand, you may wish to be active in another way such as setting up a resident's group based on a close, street or even area. Your right to do this is enshrined in law and the Association is both bound and is willing to assist anyone wishing to set up what is known as a Registered Tenants Organisation (RTO). If you feel that this is an approach that you would wish to be involved in, the Association will give you advice and support to enable you to set up the required constitutional format that would allow you to operate a legally acceptable RTO. Please ask at the Office should you wish to know more.

Tenant Consultation

Knowing what tenants think and want is an important part of delivering services as a Housing Association and we seek the views of tenants in a number of ways. For instance we may carry out periodic surveys to canvas your views on a variety of issues (service delivery, repairs, rent levels, general view of the



Association as your landlord, etc) and these may be done as telephone surveys or door-to-door interviews. We would ask that you please participate if asked to so as to ensure that we can take your views into account when revising services, policies and procedures. We also take account of your views following post-inspection of repairs and after the completion of major contracts such as close redecoration or renewal of heating systems.

We also consult all tenants on a number of issues throughout each year and do this by means of our Newsletter (which is the preferred method of the vast majority of tenants, asked in surveys carried out over the past few years). Generally, this relates to policies, directly affecting tenants, being reviewed or introduced but, very importantly, includes any proposed rent increase each year. And again we would implore as many tenants as possible to respond to these consultations. We also ask in each Newsletter for feedback on anything that you feel is of relevance while each Annual Report we issue also contains a form for your comments.

In short, the Association welcomes tenants' views at any time but we also take steps to formally gather these through our surveys and try to encourage comment through our Newsletters and Annual Report.

Right to Buy

Should you be interested in buying your home, you should be aware that there are now several versions of Right-to-Buy or, in some cases, none at all.

The following is a guide to the situations that might apply and you may recognise one of them as being applicable to your case. However, to be sure please ask at the Office.

You have been a tenant of your current home since before 2 January 1989: you will keep the original Right-to-Buy (which allows a discount of up to 70% of the market value for a flat and 60% for a house).

Your tenancy started on or after 2 January 1989 or you moved to another tenancy (including transfer, mutual exchange or assignation) after this date: you will have modernised Right-to-Buy (which allows a discount of up to 35% of the market value or £15,000, whichever is lower). There is a five-year qualifying period (but can include time with a previous social landlord). Modernised Right-to-Buy is suspended until September 2012 and this could be extended.

You become a tenant after 1 March 2011: if you are a first time tenant after this date, *you have no Right-to-Buy*. If you have been the tenant of the Association or another social landlord and are returning to this form of tenancy after a break, *you have no Right-to-Buy*.

Any properties that the Association has built or acquired since 25 June 2008 are known as *new supply housing*. If you became a tenant from 1 March 2011 of a *new supply house* you have no Right-Buy. However, you retain whichever Right-to-Buy status is applicable if you were the tenant of a property when the Association obtained it (e.g. through stock transfer). Should you move to a *new supply house* and formerly had a version of Right-to-Buy but, you then move again to a house which is not *new supply*, you will then move to modernised Right-to-Buy.





When you are offered a house by the Association, whether as a transfer or a first time tenant with us, you will be advised as to which Right-to-Buy status applies. If you are a longer-term tenant and wish to confirm which status applies, please enquire at the Office.

How to Apply and How Much Will it Cost?

If you wish to apply to purchase your home, you can complete an enquiry form available from the Office. This asks for information which allows the Association to work out your status and to calculate the discount if you are indeed eligible for the scheme.

As indicated above, the discount applied is based upon the market value of the property at the time of purchase and this will be determined by the District Valuer. However, you should note that if your home has been built or substantially improved within the previous ten years, the *Cost Floor Rule* applies which means that costs for building or improving the property have to be taken into account and in some cases these could raise the price you would have to pay up to as much as the market value. Anyone seeking to apply for Right to Buy will be advised if the *Rule* applies or not.

You must carefully consider if buying your house is the best option for you and you will need to engage the services of a solicitor if you are going to do it. You should also consider that as an owner you would be responsible for all repairs within your home, would have to pay a share of all common repairs to the building and, in the probable event that the Association factors the property, you would be liable for your share of factoring and insurance costs.



Wider Action/Regeneration

For many years now, the Association has been involved in activities that go beyond the building, renovation, maintenance and management of housing. Such initiatives are generally referred to as **Wider Action** and can involve a range of activities that cover social, cultural, educational, health, recreational and economic issues. The overall contribution of these ventures will hopefully be of benefit to the community we serve, the outcomes being referred to as **Regeneration**.

In most recent times the Association has channelled its Wider Action activities through the development of the Whiteinch Centre and a partnering relationship with Whiteinch Community Association. This Housing Association was responsible for building the development the Centre (and our Offices) sits in and from this arrangement our support has evolved. The running of the Centre is now overseen by a company called Whiteinch Centre Ltd (WCL) which has a Board of Directors with representatives from both organisations and an independent Chairperson (currently being one of the local Councillors). WCL is responsible for facilitating the management and running of the Centre, including acting as employer, while the Community Association is responsible for the



strategic direction of its activities. The Housing Association donates directorial support while finance, human resources, maintenance services, etc are provided on a cost basis.

Since its inception, the Centre has been a success, housing a popular local café and is now home for a variety of groups including a boxing club, several self-help groups, art clubs, creative writing, etc, is used by several bodies for meetings (e.g. the Health Board), is a venue for training and education (such as use of computers, delivered by Anniesland College), is used by the primary school, for P.E. classes, and is available for function hire, playing host to weddings, birthdays, etc.

The Housing Association has asked tenants if there is support for these Wider Action activities and current results show that over 97% of respondents are in favour. Consequently, Wider Action and Regeneration are seen as activities in which the Association should be involved. We will continue to support the Centre but continuing efforts will also be applied to more closely identify what it is that the community we serve needs and wants and the Association will then seek to ensure that these are delivered.

Respect and Living with Your Neighbours

It is possible that the way your neighbours behave can considerably affect the quality of your life. Likewise, the way that you conduct your life and tenancy can equally have a negative effect on the lives of your neighbours. It is not only an expectation of this Association that all tenants should respect their neighbours' rights but it is actually a condition of your tenancy (and that includes members of your household and visitors to your house and is not necessarily restricted to your close, block or even your street).

Being a Good Neighbour

Essentially, your Tenancy Agreement includes a set of rules which, if followed, will mean that your tenancy will be conducted in an acceptable manner and this will help you to be a good neighbour. You should therefore take the time to read your Tenancy Agreement.

In adhering to the expectations of the Tenancy Agreement you, members of your household or visitors to your house should NOT:

- use or allow your home to be used for any illegal purposes;
- make excessive noise (such as, but not limited to, over-loud televisions, hi-fi's, radios, etc, noise made through physical activity, use of power tools or noisy appliances at inconvenient times, and so on);
- · be generally noisy or disruptive;
- vandalise or otherwise wantonly damage the Association's property, whether your own home, common parts or anywhere else in the organisation's area of operation;

- leave rubbish anywhere but in designated bin stores;
- (if you have one) fail to keep gardens neat and tidy;
- allow children to cause a nuisance or annoyance to others by failing to exercise reasonable control over them;
- allow pets to roam uncontrolled (the keeping of which requires permission of the Association and is restricted to one pet) and to remove any fouling for which they might be responsible, anywhere in the locality;
- · run a business from your house; and
- indulge in any antisocial behaviour, particularly of an extreme nature (see below).

Neighbour Disputes

It is the hope of the Association that all tenants will be able to enjoy their homes without experiencing any problems or difficulties with their neighbours. However, if there ever are any problems, say with noise, children being a bit unruly or pets fouling, the best way of dealing with this is most often having a quiet word with your neighbour; people are very often unaware that they may be causing some nuisance or disturbance.

If, however, this approach fails to resolve the issue, then the matter should be reported to the Association and staff will then investigate and seek to bring the issue to a conclusion, taking appropriate action to resolve the situation. In more extreme cases this could move from mediation to legal action.

Antisocial Behaviour

The Association will always treat allegations of antisocial behaviour very seriously and in all cases where there is criminal activity it is expected that tenants should call the police as well as reporting the matter to us. As with all nuisance complaints, staff will initially investigate and may well speak to all parties involved. Should you wish to report any instances of antisocial behaviour, contact the Office and you will be advised how to formally do this.

If an early solution cannot be established or if the matter is initially considered to be extreme, the Association may then escalate the form of action to be taken. This will always be done with the assistance of our partners in Glasgow Community & Safety Services (GCSS), a joint Council-Police organisation, who specialise in dealing with antisocial behaviour. The Association will always be guided by GCSS with initial responses ranging from mediation, acceptable behaviour contracts, and diversionary activities to the last resorts of Antisocial Behaviour Orders (ASBOs, which, if breached, will result in criminal proceedings) and even eviction.

Through the services of GCSS, the Association will take all reasonable steps to address antisocial behaviour, including the use of professional witnesses, public space CCTV systems and covert surveillance, whether by camera or in person. Antisocial behaviour is defined within the Tenancy Agreement as "...causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property" while it goes on to say that "harassment of a person includes causing the person alarm or distress [and that]...conduct includes speech". It also makes clear that "...a course of conduct must involve conduct on at least two occasions". The Association will deal appropriately with anyone whose actions are described by this terminology.

Stair Cleaning

The Tenancy Agreement requires that residents shall take their turn, in rotation with other occupiers in the building, in sweeping and cleaning the common close. Where there is a rota card in place residents should ensure that this is passed around in order that each resident can carry out their turn. For the avoidance of doubt:

- Tenants of flats on the ground floor will be responsible for the cleaning and washing of all ground floor passages and entrances.
- Tenants of flats above the ground floor will be responsible for the cleaning of landings and banisters on their floor and for the section of stair leading up to their floor.

This should be carried out at least on a weekly basis or as required, unless such cleaning is provided as a service.

Refuse Collection/Bulk Items

You must take reasonable care to ensure that your household rubbish is properly bagged and placed for collection in the bins provided in the bin store or other proper place allocated for it.

If you have bulk items to be collected please place them in the backcourt area next to the bin shelter and they will be lifted by the Association's contractor, who will place it in the street to be uplifted by Glasgow City Council on a Tuesday.



Handy Tips/Safety Advice

Gas!

If you smell gas:

- Turn off all gas appliances and turn off the supply at the gas meter.
- Put out all cigarettes and do not light any matches or switch electrical switches as any spark can cause an explosion.
- Open doors and windows to let gas escape.
- Phone Scottish Gas Network (formerly Transco).
- Never try to deal with a gas leak yourself.

A gas leak should be reported to: 0800 111 999

Homes with gas supplies are fitted with CO (carbon monoxide) detectors; if you have one you should familiarise yourself with this and check it regularly.

Energy Conservation

- 1. If you have one, turn down your thermostat down by 1 degree and you could cut your heating bills by up to 10%!
- 2. Close your curtains at dusk to help stop the heat escaping through your windows.

- 3. Always turn off the light when you leave the room.
- 4. Don't leave appliances on standby or leave appliances to charge unnecessarily.
- 5. If you're not filling your washing machine, tumble drier or dishwasher use the half load or economy button.
- 6. Only boil as much water as you need.
- 7. Replace your light bulbs with low energy ones-they save energy and can last up to 12 times longer than ordinary light bulbs.

If you have access to the Internet, more energy saving advice can be obtained by contacting: www.EnergySavingAdvice.co.uk

Minimising the Damage from a Burst Pipe

If your pipes burst then your priority must be to minimise any damage from escaping water. You can do this by undertaking the following actions:

- · Switch off any water heaters or boilers.
- Turn off the main stopcock.
- Turn on all the taps to drain the water from the pipes
- Contact the Association's emergency contact number
- Collect as much water as possible in buckets, baths and containers as this water can be used to flush the toilets. Do not use the water





to drink or cook with.

- Report any dripping taps or running overflows to the Association
- Always try to keep your home heated throughout
- If you are leaving your home empty for any length of time over the winter period please let the Association know how to gain access to your flat in the event of flooding to or from your flat.

Do not touch any wet electrical fittings.

Safety & Security in Your Home

To help ensure the security of your home take the following steps:

- Always lock your door and windows if you are going out
- Do not keep large sums of money in your home
- If anyone calls at your home, ask to see identification before you let him/her in
- Please make sure all close doors are kept locked during times when there is no need for service access (e.g. for postal deliveries)

All Housing Association Staff carry identification; always ask for this if you are not sure of or unfamiliar with whom you are dealing.

If you are at all suspicious, telephone the police.

Fire!

IN CASE OF FIRE CONTACT THE FIRE BRIGADE

Some of the more common causes of fire to be aware of are:

- · Dropped matches or cigarettes
- Chip pans being left unattended and overheating
- Smoking in bed
- Overloaded electrical sockets and faulty electrical appliances
- Drying or airing clothes near fires
- Leaving electrical appliances on (such as phone chargers or hair straighteners)

Closing all doors before going to bed can help to prevent rapid spread of fire.

Your smoke alarm will help to protect you and your family; these are wired to the mains supply with special battery back-up. Should it ever go off, always treat it as potentially serious, ensuring the safety of your family and other residents in the first instance.

Please contact the Association if there has been a recent fire in your property, no matter how small.





In turn, we would hope that our tenants and all other customers would recognise and reflect these values in all their dealings with us and in pursuing their tenancy and other business. All agents and contractors we use are also expected to reflect and practice these values.

Every Policy and Procedure produced and reviewed by the organisation (including this Handbook) are subject to a consideration to try to ensure that, even inadvertently, their use will in no way result in discriminatory practices or results.

In line with best practice guidance and the law, the Association recognises seven strands of diversity that we would seek to respect and which, it is recognised, can be the subject of discrimination within society at large:

- Age
- Disability
- Gender
- Race
- Religion or Belief
- Sexual Orientation
- Transgender.

It is the belief of this organisation that taking a positive approach towards equality and diversity can help promote understanding and good relations between people who have different backgrounds and experiences and that this in turn can only enhance the community of which our tenants are part.

In accordance with the Association's Equality & Diversity Policy, this Handbook has been consciously considered to judge whether there is any likelihood that its presentation or operation could in any way lead, no matter how inadvertently, to discrimination. The conclusion of this exercise is that it is believed that the Handbook should operate in a non-discriminatory way.





FSC Board from responsible sources FSC* C041514

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