

Residents' handbook

a guide for Peabody tenants



Welcome to the residents' handbook



We have updated and amended the residents' handbook to reflect the new structure and changes in the way we provide services. We now run Peabody Direct – a 'one-stop shop' customer service centre for you to access all our services, including enquiries about repairs and maintenance. We have teams of staff who focus on community safety and collecting your rent. As a result, our estate staff have more time to be out and about on our estates, meeting you and sorting out your issues.

The residents' handbook gives you:

- information about us and the services you receive;
- advice and information about your tenancy agreement;
- your rights and responsibilities as the tenant; and
- our rights and responsibilities as the landlord.

I hope that you find the information in this handbook useful. Please contact us if you have suggestions about how we can improve the residents' handbook. You can also get this information and lots more on our website – www.peabody.org.uk.

If you need any information that you cannot find in the handbook, please contact Peabody Direct on 020 7021 4444 from 8am to 8pm. They will be happy to help you.



Steve Howlett
Chief Executive

1 March 2006

Contents

	page
Booklet A	
General introduction	
1 Translation statement	3
2 Glossary	5
3 Introduction to the Peabody Trust	13
Our mission, vision and aims	13
About us	13
The Board of Governors	13
Office and contact numbers	14
4 Valuing diversity	17
5 Access to information	19
Confidentiality	19
Information to other organisations	19
Data protection	20
Access to personal information	21
Booklet B	
Your rights and responsibilities	
1 Your rights	3
Your tenancy	3
Right to remain in your home	3
– Security of tenure	
– Your only or principal home	
Right to information	4
Right to consultation	5
Right to complain	5
– Who can complain?	

	– Legal action on arrears	
	Service charges	14
	Dealing with complaints	14
	Unacceptable behaviour	14
	– What we can do	
	• Legal action	
	• Possession order	
	• Injunctions	
	• Antisocial behaviour order	
Booklet D	1 Resident involvement	3
Services	Getting involved	3
	Diversity forum	8
	Training	9
	Funding	10
	2 The Support and Agency Service	13
	The Tenant Support Team	13
	– The Tenant Support Team helpline	
	Supported housing	14
	Services for people aged over 50	15
	Sheltered accommodation for older people	15
	3 Community regeneration projects	19
Booklet E	Emergency repairs	2
Repairs	Urgent repairs	2
priorities and	Routine repairs	2
examples	Programme work	3
	Your responsibilities	3
	Glossary	4

A

General introduction

- 1 Translation statement
- 2 Glossary
- 3 Introduction to Peabody Trust
- 4 Valuing diversity
- 5 Access to information

A1

Translation statement

English

If you would like a translation of this handbook please contact Peabody Direct at:

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
Telephone: 020 7021 4444**

French

Si vous souhaitez recevoir une version traduite en français de ce livret, veuillez contacter Peabody Direct à l'adresse et au numéro suivants :

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
Téléphone : 020 7021 4444**

Portuguese

Caso deseje receber uma tradução deste livreto, por gentileza entre em contato com o Peabody Direct:

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
Telefone: 020 7021 4444**

Turkish

Bu elkitabının Türkçe çevirisini edinmek istiyorsanız lütfen aşağıdaki adreste Peabody Direct ile temas kurun:

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
Tel: 020 7021 4444**

Bengali

এই হ্যান্ডবুকটির (নির্দেশিকার) বাংলায় অনুবাদ চাইলে অনুগ্রহ করে নিচের ঠিকানায় পিবিডি ডাইরেক্ট (Peabody Direct) এর সাথে যোগাযোগ করুন:

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
টেলিফোন: 020 7021 4444**

Arabic

إذا أردت الحصول على ترجمة لهذا الكتيب. من فضلك اتصل بـ
Peabody Direct على العنوان التالي:

**Peabody Trust,
45 Westminster Bridge Road,
London SE1 7JB
هاتف: 020 7021 4444**

A2

Glossary

A

Antisocial Behaviour Act 2003

The Antisocial Behaviour Act introduced new measures to deal with antisocial behaviour, including closure orders and demotion orders.

Antisocial Behaviour Order

A legal document issued by the court that asks an individual to do or not to do a specific action. A landlord can use an ASBO to deal with antisocial behaviour.

Assignment and assign

The process of legally transferring a tenancy from you to another person.

Assured tenancy

A form of tenancy introduced in the Housing Act 1988 that can only be ended by the landlord with a court order for possession.

Assured shorthold tenancy

A form of assured tenancy which can be ended by the landlord giving the tenant two months' notice.

Audit Commission

An independent public body who inspect registered social landlords to make sure they are providing services in an effective, efficient and economical way.

B

The Board of Governors

The Board of Governors reviews our overall performance. The governors are volunteers and make decisions on our policies, aims and targets.

C

Charter for housing-association applicants and residents

The standards of service that registered social landlords must provide to all types of tenants. The standards are set by the Housing Corporation.

Civil Partnership Act 2004

The Civil Partnership Act allows same-sex partners to register their partnership. This Act gives civil partners similar rights to those of married couples.

Confidentiality

We will keep the information we have about you securely. We will only give it to relevant organisations if they ask us in writing. We will not give information to individuals.

Communal areas

The part of the building which everyone can use. This includes entrances, hallways, staircases, landings, courtyards, play areas and community halls.

Court order

A legal document issued by the court that sets out the conditions that the tenant or landlord must follow.

D

Data Protection Act 1998

Under this legislation, we must let you see the personal information we have about you on our computer or in our manual records.

G

Grounds for possession

The reasons the landlord uses when asking a judge if they may take back the home of a secure or assured tenant.

H

HOMES

The Housing Organisations Mobility and Exchange Scheme (HOMES). This is a national scheme that helps people to move to different areas, including outside London.

Housing Act 1985

The Housing Act that brought together into one Act all housing legislation since 1957.

Housing Act 1988

The Housing Act that introduced assured tenancies.

Housing Act 1996

The latest housing legislation that introduced new grounds for possession to do with antisocial behaviour and domestic violence.

Housing Benefit

Financial help from the local authority to help tenants on low incomes to pay their rent.

The Housing Corporation

A statutory organisation that was set up in 1964 which reports to the Secretary of State for the Environment. It provides finance for registered social landlords and is responsible for supervising and controlling them.

I

The Independent Housing Ombudsman

Investigates complaints against registered social landlords from tenants and leaseholders. If the Ombudsman finds that there is a problem, they

can ask the landlord to pay compensation or review their procedures so that the problem does not happen again.

Injunction

A legal document issued by the court that asks an individual or organisation to do, or not to do a specific action. A landlord can use an injunction to deal with antisocial behaviour by a tenant.

M

Market rent

Rent charged by a private landlord.

Money judgement

An order set by the court that enforces payment of a debt, for example, rent arrears.

Mutual exchange

The exchange of homes from one tenant to another, which must first be approved by the landlord.

N

The National Housing Federation

The central representative, negotiating and advisory organisation for registered social landlords and other non-profit housing organisations in England.

Notice to quit

A formal notice from either us or you to end the tenancy.

Notice of seeking possession

A formal notice from us saying we will ask the court to grant possession.

P

Possession order

A legal document issued by a court, under which a landlord gains the right to ask the tenant to leave the property.

The preserved right to buy

This is the right to buy that only certain tenants will have, for example, if you were living on a local authority estate when it transferred to us. It allows you to buy your home at a discounted rate.

Principal home

Your main home where you live for most of the time.

R

Rechargeable repair

Damage that is caused to the property by you or your visitors. We will charge you the cost of the repair.

Registered social landlords

Housing organisations that are registered with the Housing Corporation.

Rent arrears

Outstanding rent payments that you owe us.

Rent Assessment Committee

A group that we or you can appeal to about the rent that the Rent Officer has set. The committee is drawn from a panel appointed by the Secretary of State for the Environment and the Lord Chancellor.

Rent guarantee

A formal guarantee given by a landlord that sets out its plans for future increases in rent.

Rent officer

An independent official who is responsible for setting a fair rent if we or you ask them to.

Repossession

The landlord takes back the property from the tenant.

S

Residents' association

A group of residents who live in the same area or estate that meet to discuss local issues.

The right to acquire

The right of tenants of registered social landlords to buy the property in which they live.

The right to repair

The right to compensation if certain repairs are not completed within the set time limit on two occasions by two separate contractors.

Secure tenancy

A form of tenancy defined under the Housing Act 1985. The landlord can only end the tenancy with a court order.

Security of tenure

Landlords cannot ask a tenant to leave their home without a court possession order.

Service charges

The charge to the tenant by the landlord for providing services such as caretaking, cleaning and lighting communal areas.

Sheltered housing

Housing specially designed for elderly people grouped together with a range of communal facilities.

Succession/Succeed/Successor

The transfer of a tenancy when the tenant dies.

Supported housing

Shared or self-contained housing in which older people or residents with special needs are provided with a wider range of services that are designed to meet their needs.

T

Suspended possession order

An order given by the court which means that as long as the tenant follows the conditions of the court order, no further action will be taken.

Sustainable communities

Mixed-income communities with both rented and privately owned homes that have access to jobs and community facilities.

Target rent

The rent level that the landlord is aiming for by 2012.

Tenancy agreement

A legal contract between the tenant and the landlord that sets out the rights and responsibilities of both sides.

Tenancy

The legal right to live in the property.

V

Valuing diversity

Making sure that everyone is treated equally and fairly.

A3

Introduction to Peabody Trust

Our mission, vision and aims

Our mission is to tackle poverty in London.

Our long-term vision is to become a 'beacon' organisation, recognised for our excellent services and approach to today's housing and community regeneration challenges.

We achieve this through our aims, which are to:

- provide excellent customer service;
- create thriving communities;
- provide desirable homes; and
- be a first-class organisation.

About us

We were founded in 1862 (as the Peabody Donation Fund) by an American merchant banker, George Peabody, to provide housing and support to various charitable schemes for people in need in London. The fund, which was incorporated by an Act of Parliament in 1948, has traditionally become known as the Peabody Trust.

We are registered with the Housing Corporation and are a member of the National Housing Federation, as well as being a registered charity.

The Board of Governors

We are controlled by a Board of Governors who are all volunteers. The Board meets regularly to:

- decide our policies and aims;

- set targets; and
- review our performance.

There is a list of the current governors on our website and you can also get a copy by contacting Peabody Direct.

Offices and contact numbers

You can contact Peabody Direct by calling 020 7021 4444 or by e-mailing peabody.direct@peabody.org.uk. Peabody Direct is open from 8am to 8pm, Monday to Friday.

Head office 45 Westminster Bridge Road
London
SE1 7JB
Phone 020 7021 4000

Kings Cross office Hugh Cubitt Centre
48 Collier Street
London
N1 9QZ

Pembury office 57 Shellness Road
London
E5 8JU

Strawberry Vale office Greenman Community
Centre
Strawberry Vale
London
N2 9BA

Website: www.peabody.org.uk

Resident Inclusion Adviceline

Phone: 020 7021 4013

E-mail: ris@peabody.org.uk

Tenant Support Team

Phone: 020 7021 4491

E-mail: tenantsup@peabody.org.uk

A4

Valuing diversity

We are committed to valuing diversity in all our activities. This means the following.

- We will provide housing and related services fairly.
- We recognise that some individuals and groups are disadvantaged and we fully support all relevant acts and statutes, including those referring to disabled people, sex discrimination, race relations and equal pay.
- We try to make sure that we treat all residents and employees equally when we provide housing services and jobs. We will not accept the harassment or intimidation of any group or individual.
- We will not treat any person or group of people applying for housing any less favourably than anyone else because of their race, colour, national or ethnic origin, religion, sex, disability, physical appearance, marital status, sexuality or age.
- We will collect and monitor records of the ethnic origin, sex and disability of everyone we house.
- All companies and individuals who supply goods and services to us must support and

co-operate with us in our efforts to promote equal opportunities. This means that anyone who we do business with must encourage equal opportunities themselves.

If you would like any more information about valuing diversity or any of our policies, please contact Peabody Direct.

A5

Access to information

Confidentiality

All the information we have about our residents is confidential. We deal with it very carefully.

All our staff follow a strict code of guidance when dealing with the information we hold about residents and people applying for housing. We will not normally give out details to anyone without your permission, although there are some circumstances where we might decide to or have to do so (examples are provided below). Members of staff will only have access to your information when they need it to be able to provide a service to you. We will normally get your written permission for using information when you become a resident, although this might be updated after that time.

Information to other organisations

The police

We will co-operate with the police to help prevent and detect crime. We will only give the police information without your permission when we believe this is necessary to prevent or detect crime, or when we have to do so by law. Relevant information will be given by senior managers only.

Council Tax

We will give the Council Tax department the names of residents and details about the property,

for example, whether a tenant lives there, squatters live there or it is empty.

Gas and electricity boards, water companies

We will give the names of residents, tenancy start and end dates, and the names of previous residents.

Housing Benefit

We will normally give the Housing Benefit department the information they need to process a resident's claim. We will also tell them if there have been changes in a resident's circumstances.

Social Services and Probation Services

Senior managers will decide whether or not to give relevant information, depending on the type of information needed and the reason for asking for the information.

Customs and Excise

We will co-operate with Customs and Excise to help prevent and detect crime. Relevant information will be given by senior managers only.

Individuals

We will never give any information to individuals without your permission.

Data protection

The Data Protection Act 1998 applies to information that we hold about you on our computer system and in paper files. Under this Act, you have the right to:

- be told what information we hold about you, why we have it and who we may give it to (and this section of the handbook provides that information);

- have copies of the information we hold about you (we may charge you up to £10 for large amounts of information);
- correct any inaccurate or misleading information; and
- get compensation for any damage suffered if we misuse your information.

If you feel that any information is not correct, you can ask us to change it or remove it from your file. If we do not accept that the information is incorrect, we will attach a note to your file recording your view and our decision not to alter it.

Access to personal information

You are entitled to have copies of information that we hold about you, as long as it has not been given to us in confidence and the law does not prevent us from giving it to you. If you would like to do this, please apply in writing to Peabody Direct who will arrange for the information to be sent to you. There may be a charge of up to £10 for large amounts of information.

B

Your rights and responsibilities

- 1 Your rights
- 2 Your responsibilities

B1 Your rights

Your tenancy

Before you moved into your home, you will have signed a tenancy agreement.

- If you signed your tenancy agreement before 15 January 1989, you will have a secure tenancy under the terms of the Housing Act 1985.
- If you signed your tenancy agreement after 15 January 1989, you will have an assured tenancy under the terms of the Housing Act 1988.

We aim, wherever possible, to treat residents with secure and assured tenancies in the same way.

Right to remain in your home

Security of tenure

'Security of tenure' means that a resident cannot be told to leave their home unless the landlord gets an order for possession from the courts.

As a resident with a secure or assured tenancy, you have security of tenure in line with the Housing Act 1985 for secure tenancies and the Housing Act 1988 for assured tenancies. You cannot be evicted from your home without a court order.

We will apply for a possession order if you have broken any condition of your tenancy agreement.

Before we begin legal action or serve notice of our

intention to do so, we will make every effort to give you help and advice to try to sort out the problem. If we are going to take legal action, we will always give you notice of our intention in writing. This notice will give the reason or reasons for the action and the earliest day on which proceedings can begin.

Only or principal home

The property that you rent from us must be your only or principal home. You can lose your security of tenure if you:

- let out the whole property and move somewhere else;
- give away your home to someone else;
- leave your home for a long time without letting us know that you are going to return; or
- have another home which you could reasonably live in.

If you are not living in the property, we will take legal action to repossess the property.

Right to information

You have the right to information we provide about the following subjects.

- Your tenancy agreement and what we will do if you break the agreement.
- Our repairing responsibilities.
- The charter for housing association applicants and residents produced by the Housing Corporation (available from Peabody Direct).
- Our policies and procedures on:
 - consulting residents;
 - allocating housing (deciding who is offered each property);

- repairs;
- transfers;
- setting rent;
- equal opportunities and diversity;
- hate crimes; and
- circumstances when we may pass information about you to another organisation.

For access to the personal information we have about you, please see 'Access to information' in booklet A.

Right to consultation

We are committed to consulting you fully on important issues affecting your home and services, including new developments and modernisation schemes.

As part of the consultation arrangements, we will:

- consult all the residents who will be affected by a proposal;
- clearly explain the proposals;
- give you enough time to let us know your views;
- take account of your views before we make our final decision; and
- tell you the result of the consultation.

Right to complain

At Peabody Trust, we value complaints. We aim to provide a high-quality service in all areas of our work and complaints let us know if we get it wrong. We take complaints very seriously and follow a set procedure so we can deal with them fairly. You can get a leaflet called 'Making a complaint' by contacting Peabody Direct.

Who can complain?

Anyone who receives a service from us or is affected by one of our decisions can make a complaint if we:

- do things wrong;
- do things badly;
- don't do things that we promised to do; or
- don't do things within target times.

When dealing with your complaint, we will:

- treat your complaint seriously, confidentially and in line with our valuing diversity policy;
- be fair, polite and helpful;
- investigate the complaint thoroughly; and
- tell you what is happening with your complaint.

How to get in touch with us

You can get in touch with us by:

- contacting Peabody Direct at our head office;
- contacting the office you normally deal with; or
- e-mailing us at complaints@peabody.org.uk.

For details of the process involved when making a complaint, please contact Peabody Direct and ask for the leaflet called 'Making a complaint'.

If your complaint has been through our complaints procedure and you are still not satisfied with our response, you can then contact the Independent Housing Ombudsman at:

Norman House
105–109 Strand
London
WC2R 0AA.
Phone: 020 7836 3630
Fax: 020 7836 3900

Further information

You can get a full copy of our complaints policy by contacting Peabody Direct.

Right to repair

Under the right to repair scheme, you are entitled to compensation from us if we do not complete particular repairs within a specific time limit. Repairs that qualify under the scheme are mostly minor repairs, up to £250 in value, which affect the health, safety or security of you or your household and are classed as urgent. Examples include:

- unsafe power or lighting sockets or electrical fittings;
- a blocked flue to an open fire or boiler;
- a leaking roof;
- toilets that do not flush;
- a blocked sink, basin or bath caused by blockages in the main drains;
- a leak from a water or heating pipe, tank or cistern; and
- a loose or broken banister or hand rails.

What to do

If you think that a repair qualifies under the right to repair scheme, contact staff at Peabody Direct with the details. We may need to inspect your home before we can decide whether it is a qualifying repair. We will process repairs that do not qualify in the normal way.

The procedure for qualifying repairs

- We will ask our contractor to complete the work within the agreed time and tell you when this will be.

- If the job is not completed within the agreed time, ask us to find another contractor to do the job. We will tell you when we have done this.
- If the second contractor fails to complete the work on time, you will be entitled to compensation. We will work out the compensation from the end of the second contractor's time limit.
- The amount of compensation which you can receive is £10 plus an extra £2 each day (up to a maximum of £50).

For more information on this subject, please contact Peabody Direct for a leaflet called 'The right to repair'.

Right to make improvements to your home

You have the right to improve your home, as long as you get our written permission first. In this case, 'improvement' means any alterations or additions to your home, including:

- any addition or alteration to our fixtures or fittings, or to the services we provide, for example, putting in a new kitchen sink, central-heating system, burglar alarm or shower, or fitting security grills on windows and doors;
- putting up a TV aerial or satellite dish; and
- decorating the outside of the property.

If you are not sure if you need our permission to do something, check with Peabody Direct before you carry out the work. We will only refuse permission if there are good reasons, for example, if the improvement will:

- make your home less safe;
- reduce your living space;

- increase our maintenance costs; or
- break building or planning regulations.

We will also need to make sure that you will carry out the work to a good standard.

If you want to take an improvement with you when you leave, you must:

- put back the original fixture and fitting; and
- repair any damage caused by taking the improvement out.

If you want to carry out an improvement, please contact Peabody Direct for an application form.

Right to compensation

At the end of your tenancy, you have the right to claim compensation for certain improvements which you have made to your home with our written permission. The amount of money you receive may not be the same as the amount you spent, as it will take account of wear and tear and depreciation (reduction in value).

Please remember that this is a right to compensation, not a right to improve. You must get our written permission before you start the work. If you do not, we will not be able to pay you compensation.

Right to assign (pass on your tenancy)

You have the right to transfer your tenancy to someone else **only** in the following circumstances.

- When a court has ordered the transfer as part of divorce or separation proceedings.

- If you have our written permission to carry out a mutual exchange.
- If you pass your tenancy on to someone who would be the legal successor if you died.

Under no circumstances should you give, rent or sell your home to someone else.

If you want to assign your tenancy, please contact Peabody Direct who will arrange for the transfer to be done properly.

Right to succeed (inherit a tenancy)

If you share your tenancy with someone else, the tenancy automatically passes to the surviving resident and becomes a sole tenancy when you die. By law, there is no further right to succession.

If you have a sole tenancy, a qualifying member of the family can apply to succeed to the tenancy. The family members who qualify to succeed differs depending on the type of tenancy you have.

If you have a secure tenancy, a qualifying member of the family is defined as:

- a husband or wife, or civil partner;
- your parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece; and
- step-relations and half-relations.

Family members, other than your husband, wife or civil partner, must have lived with you for the past 12 months as their only or principal home.

If you have an assured tenancy, a qualifying member of the family is defined as a husband or

wife, civil partner, or a person who you have lived with as a couple.

In some circumstances, we will grant a new tenancy to a family member who is not entitled to succeed to a tenancy. We do this to try and treat secure and assured residents the same way.

Anyone wanting to take over a tenancy should contact Peabody Direct within one month of your death. If more than one family member qualifies or is eligible to take over the tenancy, they must decide between themselves who will take over the tenancy. If they cannot agree, we will decide.

The successor is legally responsible for any rent that is owed and if any conditions of the tenancy have been broken.

Joint tenancies

If you share your tenancy with someone else, you have equal rights and are equally responsible for all the conditions of the tenancy agreement, for example, you are both responsible for paying the rent and for the whole amount of any rent that is owed. Either resident can apply for Housing Benefit.

You should think very carefully before you give up your sole tenancy for a joint tenancy as both residents will then have equal rights. You will not have a greater right to the property if the relationship breaks down in the future.

If you have a sole tenancy and want a joint tenancy with your partner, please contact staff at Peabody Direct for more details. Your partner will

have to meet certain conditions before we can grant a joint tenancy.

If one of the residents serves a notice to quit on us, the tenancy will end completely for all residents.

If one of the residents sharing a joint tenancy leaves, neither person will lose any of their rights under the tenancy. The absent resident keeps their security of tenure so they can return at any time and claim their tenancy rights.

If a resident who has a joint tenancy dies, the tenancy automatically transfers to the surviving resident and becomes a sole tenancy.

Lodgers and subletting

You can take in a lodger as long as you give us the full details of your lodger, in writing. You can also sublet **part** of your home **with** our written permission. We will only refuse to give it if there is a good reason (for example, if it will make your home overcrowded).

Under the conditions of your tenancy agreement, you must not sublet the whole of your property.

If you want to take in a lodger or sublet **part** of your home, please contact Peabody Direct with:

- the name, age and sex of the person who will move into your home;
- the room or rooms they will live in; and
- the conditions and charges under which the accommodation is let.

Rent from the lodger or subtenant is income and will affect the amount of Housing Benefit, if any,

that you receive. If you receive Housing Benefit, you must tell your Housing Benefit Office that you have a lodger or subtenant and the amount of rent that they are paying you.

If your lodger or subtenant causes a nuisance, you, as the resident, will be held responsible.

If you leave your home permanently for any reason, you must make sure that the lodger or subtenant leaves as well.

Moving home

The transfer process

We run a transfer scheme for existing residents who want to move from their current home because it is no longer suitable for their housing needs. Any of our residents can apply to be considered for a transfer, as long as they:

- have lived in their current property for a year;
- have no outstanding arrears (except for Housing Benefit paid four weeks in arrears); and
- have not broken their tenancy in any other way.

If you want to transfer to alternative accommodation, please contact Peabody Direct who will send you a transfer application form. Fill in the form and return it to Peabody Direct. Your Estate Manager will make an appointment to visit you at home to discuss your application with you. They will then send the form and any supporting documents to the Advice and Assessment Team within the Lettings Service.

We review the list regularly to make sure all residents are still eligible for a transfer. If a

resident no longer meets the above conditions, their application will be suspended.

We receive a large number of transfer requests and consider every transfer application in line with our lettings policy. But, unfortunately, we do not have enough properties to help everyone who applies. Priority is given to people who need rehousing most urgently, which is assessed by using the banding system.

The banding system

Each transfer application form is given a band depending on the assessed housing need of the person applying. We will send you details of the band we have awarded you. We will try to meet your area preferences, but cannot always guarantee to meet specific requests.

Mutual exchange

You have the right to swap your home with another resident. This is a good way of arranging your own move and you don't have to go on our transfer waiting list. You can make a mutual exchange with:

- another of our residents;
- a tenant of another housing association; or
- a local authority tenant.

You **cannot** exchange with someone who has a tenancy with a private landlord.

You must get our permission to exchange and the other person must also have permission from their landlord before you arrange to move. It is a good idea to check that you can do a mutual exchange with Peabody Direct before you look for a mutual

exchange partner. If you swap without our written permission, we may take legal action to repossess the property.

For more information about the scheme, please contact Peabody Direct.

HOMES

If you want to move to an area where we do not have any properties, we may be able to help you through the national HOMES scheme. For more details about this scheme, please contact Peabody Direct.

There may be other options for you to move home, depending on your circumstances. Please contact Peabody Direct and ask them for the leaflet 'Housing options'.

The right to acquire

The right to acquire was introduced in 1997. It is a scheme that helps you to buy the property that you are living in by giving you a grant worth a certain percentage of the value of your property. It is a property-based right, which means that the property must qualify for the scheme. Not all of our properties are eligible for the scheme. The following conditions apply.

- The property must have been built or refurbished since 1997 using specific types of public funding.
- The tenant must have spent a total of two years as a public-sector tenant (or in armed forces accommodation).

Sheltered housing and supported housing schemes are exempt from the scheme.

For more information about the right to acquire, please contact Peabody Direct.

The preserved right to buy

If you were living in local-authority accommodation with a secure tenancy when you voted for your home to transfer to us, you have the preserved right to buy. This means that you can buy the property that you are living in at a discounted price. This right stays with you for as long as you are our resident.

For more information about the preserved right to buy, please contact Peabody Direct.

B2

Your responsibilities

Paying your rent

You can pay rent:

- with your swipe card at any post office;
- by direct debit;
- direct from your Housing Benefit – you will need to sign a form asking the local authority to pay us directly into your rent account;
- by debit or credit card – by contacting your Revenues Officer; or
- on-line – you can register with allpay on www.allpay.net. Alternatively use the link on the Peabody Trust website www.peabody.org.uk. You will need your 19-digit giro reference number and your payment card.

From summer 2006, you will be able to pay using your debit and credit card by calling either your Revenues Officer or 020 7021 4777 and using your phone keypad to make a payment.

Other methods of paying your rent will be made available during 2006 and these will be advertised in your rent statement, in Peabody Times and in leaflets that you will receive with other letters from us.

For more details on how to pay, please contact Peabody Direct.

If you have any difficulties in paying your rent,

If you have any difficulties in paying your rent, contact Peabody Direct or your Revenues Officer as soon as possible. They will be able to help you with benefits advice and advise you on how you should manage your account to clear any debts that may have built up.

For more information, please ask for the leaflet 'Paying your rent' and the factsheet 'Claiming Housing Benefit' from Peabody Direct or your Revenues Officer.

Housing Benefit

All our rents are eligible for Housing Benefit. You are responsible for making a claim for Housing Benefit, and also for telling your local authority if there is a change in your rent that may affect the amount of benefit that you are due.

The level of benefit that you receive will depend on your income. For an application form, contact your local authority Housing Benefit department. For advice on claiming benefits, you can also call our confidential benefits helpline on 020 7021 4491. The helpline is open from 1.30pm to 4.30pm, Monday to Friday.

Service charges

Your tenancy may involve a charge for services. Service charges cover the cost of items and services provided on your estate, for example:

- the caretaking service;
- lifts;
- door entry phones;
- gardening in communal areas;
- lighting in communal areas; and
- communal TV aerials.

Housing Benefit will cover the communal charges listed above, but not individual property charges such as:

- individual heating;
- individual hot water;
- individual lighting;
- TV licences; and
- individual water charges.

You will need to pay for any items that are not covered by Housing Benefit.

We review service charges once a year. As our resident, you have the right to see a summary of the costs that make up your service charge. If you would like more information, please contact Peabody Direct.

Your repair responsibilities

As our resident, you are responsible for certain repairs. You must report any repairs that are needed and allow us into your home to carry out the work.

You are also responsible for:

- keeping your home in good decorative order;
- maintaining any fittings and appliances that we have not provided;
- light bulbs and fluorescent strip lights;
- doorbells;
- plumbing in your washing machine or dishwasher;
- fitting curtain rails;
- adapting doors so carpets will fit;
- fitting extra locks or security devices;
- blockages in toilets or waste pipes;

- repairs to locks or doors due to lost or stolen keys; and
- broken glass in windows.

Reporting repairs

When you notice that something needs repairing, contact Peabody Direct and clearly give:

- your name;
- your address;
- your daytime phone number; and
- details of the repair that is needed.

You will be given a repair reference number and the target date of when the work should be carried out.

Appointments

From May 2006, we will give you a choice of appointment dates when we will visit if the work needs us to get into your home. Make sure you make a note of the agreed appointment so that you remember to stay in and let us into the property when we call.

Access

You must let us, or anyone acting on our behalf (including gas servicing contractors), into your home to inspect it or to carry out repairs. You should always ask for identification if anyone calls at your home. If you are not sure who they are, contact Peabody Direct for advice. If you do not allow us, or anyone employed by us, into your home after we have agreed a time with you, we may take legal action to enter your home. We will charge you the cost of doing this.

Rechargeable repairs

Apart from normal wear and tear, if you or any

other member of your household damages, even accidentally, any fixtures and fittings, or any part of your home, you must repair it. If we carry out the work in an emergency or other exceptional situations, it will be called a 'rechargeable repair' and you will have to pay for the repair to be done.

Decorating the inside of your home

It is your responsibility to decorate the inside of your home.

We may carry out a limited amount of redecoration work, if we have the resources, for elderly or disabled residents who cannot carry out the work themselves and do not have anyone, such as friends or relatives, to do the work for them.

If you would like us to decorate the inside of your home under this scheme, please contact Peabody Direct to check whether you are eligible.

Health and safety

You must not store bottled gas, paraffin, petrol or any other toxic or dangerous goods or substances in your home, garage, store, or any shared areas or balconies.

You must not leave syringes in areas where your neighbours or other residents may come into contact with them.

You must put all of your household rubbish in sacks and get rid of it in the proper way, for example, in the bins or rubbish chutes.

Unacceptable behaviour

We will not accept any antisocial behaviour or hate crime of any type against an individual or group. We will take all reports of such behaviour very seriously, and will provide support to people suffering from the reported behaviour and take action. Please refer to the 'Unacceptable behaviour' section in booklet C for what action we can take. If a criminal act has taken place, we will tell the police.

You are responsible for the behaviour of everyone living in or visiting your home, including children. This includes behaviour in the communal areas and elsewhere in the local area, even if it is off the estate. You risk losing your home if you, or members of your family or your visitors, continue to cause antisocial behaviour, commit hate crimes or commit domestic violence. We will investigate all incidents that are brought to our attention. This may result in us taking legal proceedings against you which could lead to us repossessing your home.

Antisocial behaviour

Antisocial behaviour can exist in a variety of forms. It can be against a group or an individual, but is not a personal attack against a particular person. It is important to remember that the person causing the nuisance may not be aware that they are disturbing others. Examples are:

- playing loud music;
- using DIY tools at antisocial hours;
- banging and slamming doors;
- allowing dogs to bark continuously;
- dumping rubbish; and
- breaking shared security.

For more information about antisocial behaviour, please contact Peabody Direct.

Hate crimes

A hate crime is behaviour that deliberately intends to harm or intimidate a person. It is often motivated by prejudice because of someone's race, colour, national origin, ethnic origin, religion, sex, age, disability or sexuality.

You must not harass your neighbours, your neighbours' visitors or our employees, including contractors, because of their race, colour, religion, sex, sexuality, age, disability or medical condition. Examples of this type of behaviour include:

- verbal abuse;
- using or threatening to use violence;
- using an animal to threaten another person;
- using abusive, racist or insulting words or behaviour;
- threatening or abusive letters, phone calls or e-mails;
- physical assaults or damage to property, including graffiti; and
- doing anything that interferes with the peace, comfort or convenience of other people.

If you commit, cause or threaten a hate crime against neighbours, visitors or our employees, we may take legal action against you which could lead to you losing your home. We will report any criminal act to the police.

For more information, please contact Peabody Direct.

Domestic violence

Domestic violence is threatened or actual violence

carried out by one person on another within a domestic environment. This could include:

- violence from partners living together;
- violence from ex-partners who do not live in the property;
- violence between brothers and sisters;
- violence between parents and children; or
- violence between people who share the property.

Domestic violence can be physical, verbal or emotional abuse. It can be against men, women, adults or children.

If you commit, cause or threaten domestic violence against anyone who lives with you, we may take legal action against you which could lead to you losing your home.

If you are experiencing domestic violence, it is important that you get independent legal advice to make sure that you know all of your options before you take any action.

We do not have any emergency housing so if you want to leave your home, your Estate Manager can give you information about local agencies who provide emergency accommodation (this may include the local authority). The Estate Manager or Community Safety Officer may also, with your permission, refer you to a Tenant Support Worker who will support you through the process and will have access to specialist advice services.

For more information, please contact Peabody Direct.

Pets

We allow residents to keep pets in line with the conditions set out in the tenancy agreement. You are allowed to keep the following.

- Cats, small caged animals, caged birds and fish in tanks, as long as they are kept in line with the conditions of the tenancy agreement.
- A dog may be kept in a house, flat or maisonette only if the property has a private garden and its own entrance.

If you choose to keep a pet, you must meet the following conditions.

- All animals must be cared for properly and kept under control, and must not cause a nuisance to other residents.
- Animals must not be allowed to foul public areas. You must clear up any mess immediately.
- Animals must not damage our property.
- Dogs must be kept on a lead in shared areas and must not enter children's play areas.

If you do not meet the above conditions, you must get our written permission before you can keep any animals. We will not withhold permission unless we have good reason. We may withdraw our permission at any time if we have good reason, for example, if your animal is causing a nuisance.

We will not give you permission to keep any animal which is classified as being dangerous under the Dangerous Wild Animals Act 1976.

Working from home

You must get our written permission before you can run a business from your home. We will not withhold permission unless we have good reason. We will refuse permission if the business would cause a nuisance to or annoy neighbours, or damage the property. We may withdraw our permission at any time if we have good reason. We will let you know why.

Satellite dishes

If you want to put up a satellite dish, you must first have written permission from your Estate Manager. Please refer to the section 'Right to make improvements to your home' earlier in this booklet.

Shared areas

You must keep communal areas clean and free of any obstructions as they could block access in an emergency, for example, a fire. This includes areas next to neighbouring gardens.

Removing rubbish

You must get rid of all of your household rubbish in the rubbish chute or bins provided on your estate. If you have large items of furniture and white goods (household appliances such as refrigerators) that need to be removed, contact your local authority who will arrange a special collection (there may be a cost for this service). You must not dump large items on your estate.

Parking

You must only park your vehicle in the designated space. Each estate has a variety of parking-control systems so it is important that you check

with your Estate Manager where you can park and the system that is in operation, otherwise you may be clamped. Visitors' cars must also display the relevant permit before they can park on the estate.

You must make sure that any vehicle you own which is parked on our land has valid tax, MOT certificate and insurance, and is roadworthy.

If you want to park a vehicle on your estate other than a car, for example, a van, lorry, caravan, trailer or boat, you must first have written permission from your estate manager. We will not withhold permission unreasonably and we may withdraw it at any time with good reason.

You must not carry out repairs to any vehicle on our land that could cause a nuisance or damage our property.

Security and safety in your home

Home contents insurance

We insure the building that you live in but this does not cover the contents (your furniture and personal belongings) if they are lost through theft, fire or water damage.

We strongly recommend that you insure the contents of your home.

We have set up a special scheme with an insurance company to offer our residents contents insurance. You can take out insurance cover starting at £9,000 (or £6,000 for those over 60) and there are no postcode restrictions. The premiums are competitive and you can pay them by giro card, direct debit or every year by cheque.

You can get copies of the prospectus and application form by contacting Peabody Direct.

Security advice

How you can avoid being burgled

Burglaries cause a great deal of distress, even if nothing valuable is stolen. Most burglaries are done on chance. Don't make it easy for burglars.

- Never leave your home empty without making sure that the windows are secured and the doors are locked. Mortise locks discourage burglars so it is a good idea to have them fitted to your front door.
- Have a chain fitted to your front door, particularly if you live alone (not in sheltered housing).
- Do not encourage the attention of thieves by having curtains drawn in the daytime, leaving notes for callers, or leaving your key under a mat or on a string inside the letter box.
- Do not leave the key in the lock or within sight of the door.
- When you go on holiday, cancel newspaper and milk deliveries and so on. It is a good idea to give your holiday address to a trusted neighbour or the police.
- Never leave cash and valuables around.
- Lock up before you go to bed. Make sure that the windows are secure, especially those on the ground floor or those near drainpipes or flat roofs.

Safety

Fire

What to do if there is a fire

If there is a fire in a room in your home, leave the

room straight away and close the door. Don't try to put the fire out unless you can do so quickly and safely. Tell everyone who is at home and get them to leave the property, closing all doors behind them. This will slow down the spread of fire and reduce the spread of smoke.

Smoke is the main danger in most fires.

Leave the building where the fire is and then call the fire brigade.

Dial 999, give the phone number you are calling from and ask for the fire brigade. Give your name and address and say where the fire is. Wait until the fire brigade have repeated the address.

To reduce the risk of fire in your home:

- make sure that all fires are guarded;
- make sure that cigarettes are put out properly and never leave them unattended;
- keep matches out of the reach and sight of children;
- never leave a chip pan unattended;
- always turn down gas fires and close all doors when leaving the room;
- do not tamper with the self-closing mechanism of any door or wedge the door open (the closers have been fitted so that the fireproof doors contain a fire within a small area, giving you time to escape);
- do not remove internal doors; and
- never use water on a fire involving electrical appliances, fat, oil or spirits. Instead, switch off the gas or electricity supply if a heater or oven is involved, or smother the fire with a mat, woollen blanket or overcoat.

You can buy a small smoke detector that is fairly cheap and easy to fit. Smoke detectors can save lives by giving you an early warning that there is a fire. Remember to check the battery regularly and change it if you need a new one.

Electrical safety

Using electricity in the home

Always make sure that new electrical appliances carry the label of the British Electrical Approval Board (BEAB) guarantee of safety sign.

Other safety points

- Make sure that plugs are wired correctly and that fuses are working.
- Do not use long flexes.
- Do not have too many items plugged into one socket.
- Check flexes and fittings regularly for worn or damaged parts or loose connections.
- Make sure radiant fires have safety guards.
- Never touch plugs, switches or electrical equipment if you have wet hands.
- Never use portable electrical equipment in the bathroom (except shavers with a special shaver socket).

For more advice on electrical safety, contact your electricity supplier

Gas

If you smell gas:

- do not strike a match or use naked flames;
- put out cigarettes, cigars and so on;
- avoid using electrical switches;
- open doors and windows to let the gas escape;

- check to see if the gas tap has been left on, or a gas ring or pilot light has blown out; and
- if you suspect a gas leak, turn off the whole supply at the meter and contact the National Grid on 0800 111 999.

For more advice about gas safety, contact the National Grid.

Leaving home temporarily

There may be times when you need to leave your home for a long period, but you will be returning, for example, you may need to go to hospital or take an extended holiday. If this is the case, it is important that you give the following details to staff at Peabody Direct in case we need to contact you in an emergency. If possible, you should give us this information at least a month before you go away.

- How long you will be away.
- The date you will be returning.
- How the rent will be paid.
- How you can be contacted while you are away.

Moving out

If you want to end your tenancy with us, you must:

- give us four weeks' notice in writing, giving the end date which must be a Sunday;
- make sure that your rent is paid up until the end date, including any charges for garages or stores;
- make sure that the property is clean and completely empty of all belongings and

furniture, including any garages and stores that you may also have;

- make sure that any lodgers or subtenants that you may have left the property;
- hand all your keys back to Peabody Direct; and
- leave a forwarding address.

Residents who meet these conditions can apply for a week's rent rebate through our Incentive for Proper Notice scheme. Please contact Peabody Direct for more information.

If you leave without giving us the proper notice, you will have to pay the rent until the tenancy has been properly ended. We will also recharge you for any repairs that may be your responsibility.

If you think there is an empty Peabody home in your local area, please contact Peabody Direct with the details so we can investigate and make sure our homes are let properly.

C

Our rights and responsibilities

- 1 Our rights
- 2 Our responsibilities

C1

Our rights

Access

Access

As the landlord, we have the right to have access to your property, after giving you reasonable notice, to inspect your home or to carry out repairs.

If you do not allow us access after we have made a specific arrangement with you, we may take legal action to enter your home. We will charge you for the cost of doing this.

Planned access

We will try to give you at least 24 hours' notice if we need to get into your home to inspect it or to carry out work to your home or a neighbouring property.

Emergency access

If we have to get into your property to carry out an emergency repair, we will not be able to give you any notice. If you are not at home, or we do not have a contact number for you, we may need to get in by forcing entry. We will only do this if there is no other choice and we will always try to make sure that the property is left safe and secure.

Annual service checks

Once a year, by law, we must service your gas

supply and any appliances that we may have provided as part of your tenancy. It is essential that you allow us access to do this. If you do not, you may be putting your or your family's lives at risk.

If you do not allow access, we may take legal action to get access so we can carry out the safety tests.

Carrying out pest control treatments

We will carry out pest control treatments for the following pests.

- House mouse
- Brown rat
- Black rat
- Oriental cockroach
- German cockroach
- American cockroach
- House cricket
- Pharaoh's ants
- Garden ants

We will investigate reports of all other pests and make a decision about pest-control treatment if we are responsible.

In order for any pest-control treatment to be successful, it is essential that we can get into each property in the block. If you do not give us access, the infestation may stay in the property. If you continue to refuse to give us access, we will consider taking legal action against you to get into the property to carry out the work. We will charge you for the cost of the legal action.

If the cause of the pest infestation was due to your negligence, for example, dumping rubbish, we will

charge you for the cost of the pest control treatment.

Repossession

We will let you live in your home from the start date of your tenancy.

We can only end your tenancy with a court order, following possession proceedings.

We will give you at least four weeks' notice before we begin any court possession proceedings by serving you with a notice of seeking possession. If we are taking court action due to nuisance or domestic violence, we may apply to the court on the same day that the notice of seeking possession is served on your property, ignoring the notice period.

Abandonment

If you move out of your home to live somewhere else without telling us first, we will serve a notice to quit on the property to end the tenancy. You will continue to be responsible for the property, including rent payments, until the tenancy has been properly ended.

Grounds for possession

The grounds for possession that we will use on the notice are given in the 1985, 1988 and 1996 Housing Acts. These may change as new housing legislation is introduced. The grounds for possession that we use will depend on whether you have a secure, assured or assured shorthold tenancy agreement.

There are exceptional circumstances when we can ask you to leave your property, but in these

situations we will always offer you another home. An example is if your property needs a lot of work doing to it and the layout and number of rooms will change due to the work. In this case, we will offer you another home and we will help you move and give you compensation for the loss of your home. For more information about homeloss payments, please contact Peabody Direct.

C2

Our responsibilities

Our repair responsibilities

As your landlord, we are responsible for keeping in good repair the structure and outside of your home, and the building in which it is situated. This includes:

- drains, gutters and outside pipes;
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames, including necessary painting and decoration;
- inside walls, skirting boards, doors and door frames, hinges, door jambs, thresholds, letterboxes, door handles, locks, floors and ceilings, not including painting and decoration;
- pathways, steps or other means of access;
- plaster work; and
- garages and stores.

We are also responsible for keeping in good repair and working order any installation for space heating and sanitation, and for the supply of water, gas and electricity, including:

- basins, sinks, baths, toilets, flushing systems, and waste pipes;
- electrical wiring, gas pipes and water pipes;
- water heaters, fireplaces, fitted fires and central-heating systems; and

- sockets and light fittings.

Communal areas

In the case of flats and maisonettes, we are responsible for keeping all communal areas and equipment in repair including:

- communal entrances, and shared balconies, halls and passageways;
- stairways;
- estate and block lighting;
- lifts;
- rubbish chutes, bins or other domestic rubbish storage facilities; and
- communal aerials.

Emergency repairs outside normal working hours

We will only deal with emergency repairs outside normal hours. Phone Peabody Direct and you will be able to access our emergency service.

Other emergencies

In an emergency such as a gas escape or electricity supply failure, ring the National Grid or your electricity supplier. Try to isolate the problem by turning off the main gas cock or turning off the electricity at the fuse box. If you are in any doubt, phone Peabody Direct.

Repair priorities

When you report a repair, we will put it into one of the four categories which will give it a maximum time of when the job should be completed.

Emergencies – within 24 hours

(generally to make safe or secure, rather than repair)

For example:

- water leaks that cannot be contained; and
- total power failure.

Urgent – within seven days

(for an immediate threat to contents or the building, and major disruption to residents)

For example:

- failure of space and water heating; and
- leaking soil pipes outside the properties.

Routine – within one month

For example:

- minor carpentry repairs, for example, adjusting doors and windows;
- minor plaster repairs; and
- minor electrical and plumbing repairs.

Programmed – to be held back to include in a future contract

For example:

- rebuilding garden walls and fences;
- repointing brickwork;
- paving and tarmac repairs; and
- outbreaks of wet and dry rot.

Planned maintenance

We will maintain and decorate the outside of your home and any communal areas regularly, whenever necessary.

For more information about repairs, please see booklet E 'Repairs'.

Rents and service charges

Setting rent

From April 2002, all registered social landlords have used the same method for setting rents. The Government has given landlords 10 years to reach the 'target rent', which means that residents from different housing associations living in homes of a similar size, location and condition will pay similar rents.

The rent for your home and for all housing association and local authority properties will reflect the property's value and the average income of people living in London.

Rent rises

To protect you from large rent increases, the Government has said that no rent will rise by more than the rate of inflation plus ½% plus £2 a week in any single year.

If you are entitled to Housing Benefit, your entitlement will continue in the same way.

Rent reductions

The Government is also limiting the amount that rents can fall. In any single year, the most that any rent could fall would be £2 a week after allowing for an increase for inflation plus ½%.

Service charges

Your service charge will not be affected by the change in the way we set the rent. The service charge will continue to reflect the cost of providing the services for where you live.

Moving

If you transfer to another property that we own, your new rent will be based on the new target rent.

Rent guarantees

If you have a rent guarantee in your tenancy agreement, we will not increase your rent any more than is shown in the rent guarantee we have given you.

Residents with a secure tenancy

Residents with a secure tenancy will continue to keep their fair rent protection. You will never pay more than the rent set by the Rent Officer. If the Rent Officer sets a higher rent than the target rent, we will only charge you the target rent.

Right to appeal against a secure rent

If you disagree with the fair rent that has been registered, you have the right to appeal to a Rent Assessment Committee which can alter or confirm the registered rent. Contact your local Rent Officer Service for details.

Right to appeal against an assured rent

If you disagree with the proposed rent, you have the right to appeal, within 28 days, to the Rent Assessment Committee. The Rent Assessment Committee will set a 'market rent'. We will continue to charge you the target rent.

Get independent advice before you appeal. Remember that the rent could be increased as well as reduced if you appeal.

Rent arrears

We depend on rent for our income. The control of rent arrears is vital for both us and you. The income from rent pays the mortgage for homes that we provide and then gives us the money to spend on repairs, improvements and other

services. High levels of arrears lead to increased rents for all our residents.

The policy on rent arrears

When we deal with rent arrears, we aim to:

- keep arrears to a minimum with firm but fair action;
- help residents to avoid debt;
- help residents to claim benefits that they are entitled to; and
- recover arrears, court costs and other charges.

If you are having difficulty in making your rent payments, it is very important that you let your Revenues Officer know immediately. Remember, your home is at risk if you do not keep up your rent payments.

Your tenancy agreement clearly states that you should pay your rent in advance on a Monday in advance.

We will:

- help you to apply for any benefits that you may be entitled to;
- make an arrangement with you to pay your arrears in a way you can afford to; and
- arrange an appointment with a Tenant Support Worker to help you to sort out your finances and apply for any benefits you may be entitled to.

You will need to continue to pay the weekly rent charge so that the debt does not continue to grow.

If you cannot pay the debt in one go, we will

come to an agreement with you to pay the arrears in instalments.

Legal action on arrears

If residents are in serious arrears, or if agreements to pay have not been made or have been broken, we will take legal action in the county court.

We will usually ask for a money judgement and suspended possession order. This means that you must pay your rent and an extra amount set by the court, each week, until you have cleared the debt. As long as you keep to the conditions of the court order, no further action will be taken against you. We will also ask for court costs to be added to the amount you owe. This could be more than £200.

If your circumstances change once the order has been granted and you cannot make the weekly payments, you need to apply to the court for the order to be varied. It is your responsibility to do this.

If you do not keep to the conditions of the order, we will ask the court to enforce the possession order. This means that we can evict you.

It is important to remember that at each stage of the process, we will try to reach an agreement with you.

For more information on rent arrears, please contact your Revenues Officer or Peabody Direct for the leaflet called 'How to pay your rent'. There are also fact sheets available on:

- Claiming Housing Benefit; and

- What happens if a notice of seeking possession is served?

Service charges

You may be charged a weekly service charge as well as your rent charge. This is for services to the estate and communal areas, such as lighting, cleaning and caretaking. You can ask Peabody Direct for a summary of the service charge. We will review the charge once a year.

We may, after consulting everyone affected, increase, add to, remove, reduce or vary the services provided. We will tell you whether this means that the service charge will increase or reduce.

Dealing with complaints

We have a formal complaints procedure which we will help you to use if you are not satisfied with any of our services. If, after going through the whole process, you are still not happy with how we deal with the complaint, you can complain to the Independent Housing Ombudsman.

For more information, please refer to the 'Right to complain' section in booklet 2 or contact Peabody Direct for the leaflet called 'Making a complaint'.

Unacceptable behaviour

We will not accept any antisocial behaviour or hate crime of any type against an individual or group. We will take all reports of such behaviour very seriously, and will provide support to those suffering from the reported behaviour and take action.

If you are experiencing antisocial behaviour, hate crimes or domestic violence, report it to Peabody Direct. We will investigate your complaint and tell you about any action that we can take. You should also report it to the police if it involves actual or threatened violence, damage to property or another criminal act. We will support you to do this, if you would like us to.

If any incident has taken place, take a photo of anything that could be used as evidence and make a note of:

- the time and place;
- details of what happened;
- the names of any witnesses;
- the effect on you; and
- the name and number of the police officer, if you called one.

You can get diary sheets from Peabody Direct or your Estate Manager.

Please refer to the 'Unacceptable behaviour' section in booklet 2 for definitions and examples of what each type of behaviour may be like.

What we can do

We have a Community Safety Team who will work closely with your Estate Manager to thoroughly investigate all reports of antisocial behaviour, hate crimes and domestic violence, and take action. An Estate Manager or Community Safety Officer will visit the victim at a mutually convenient time after being made aware of the incident. Any racist graffiti will be removed within 24 hours.

Legal action

We will work with the victim to find the best

solution for them. We will offer support and put them in contact with specialist support organisations. If we have enough evidence, we will take action against any of our residents causing the offending behaviour.

Possession order

We may consider getting a possession order against the resident causing the offending behaviour on the grounds that the conditions of the tenancy have been broken. Depending on how serious the case is, this may be a suspended possession order which will allow the resident to stay in their home as long as they keep to the conditions of the order and do not repeat any of the offending behaviour. The outcome of any court action will depend on the decision made by the judge.

Injunctions

We may consider taking out an injunction against the resident which forces them to follow the tenancy agreement. In extremely serious cases where there is a threat to the safety of residents, we can get a temporary injunction order at very short notice.

Antisocial behaviour order (ASBO)

We may consider getting an antisocial behaviour order against a resident or their visitors. An antisocial behaviour order is a court order which can stop unacceptable behaviour or ban a visitor from an area. We will work closely with the police and local authorities if we are considering taking this action.

D

Services

- 1 Resident involvement
- 2 The Support and Agency Service
- 3 Community regeneration projects

D1

Resident involvement

Getting involved

We aim to make sure that we take account of residents' experiences. We also recognise that by listening to your views, we will be able to continually improve our services. By talking to you, at a time convenient to you, we can make sure that services meet your needs.

There are lots of ways you can get involved. At any time you can make a comment about any of our services by speaking to your Estate Manager. You can also make a comment by e-mailing comments@peabody.org.uk, dropping a note in the suggestion box at our reception areas or posting a letter to:

Comments
Peabody Trust
45 Westminster Bridge Road
London
SE1 7JB.

Or, you can take part in more formal consultation about our policies and procedures by joining our customer panel. You can find out about your local residents' association and how to join. You might even like to serve on our Regional Consultative Forum, Homeowners' Forum or Resident Liaison Committee. Find out more about getting involved by contacting Peabody Direct who will put you in

touch with either your Estate Manager or our Resident Inclusion Service.

You can also contact us with any questions about getting involved on the resident inclusion advice line on 020 7021 4013 or e-mailing ris@peabody.org.uk

Customer panel

The customer panel is made up of 200 tenants and homeowners. People involved do not necessarily have to leave home to get involved! The panel allows residents to be involved from communities that perhaps would not normally be involved and are not able to join a residents' association or group.

The customer panel review current policies and help develop new ones. You can get involved through us posting information to you, by us e-mailing you consultation papers or through focus groups to discuss special subjects.

You can choose how much you want to get involved. This could include:

- satisfaction surveys over the phone;
- postal surveys or questionnaires;
- reading information and giving us feedback;
- mystery-shopper exercises;
- focus groups;
- best-value reviews; and
- more formal and regular commitments to an improvement group.

If you register for the customer panel for a year, you will be entered into a free prize draw to win £50.

Members of the panel will receive a small payment. You will receive a £5 'thank you' for taking part. We will also pay any reasonable agreed out-of-pocket expenses.

You can register to join the customer panel by filling in a simple form, which you can get from Peabody Direct or download from the residents' site on the internet. Please ask us if you would like it in other languages and formats, such as large print. You have to be a Peabody resident to join the panel. There is no age limit, and we want to encourage a youth branch of the customer panel to encourage young people to get involved.

Tenants' and residents' associations

We support 50 tenants' and residents' associations across London. Some associations represent areas where there are tenants only, some represent areas where there are a mixture of tenants and homeowners. Each tenants' or residents' association sends up to three tenant representatives to the two regional consultative forums, which meet five times a year (including the AGM), to monitor our performance and consider policies and procedures. Every year, the regional consultative forums elect six representatives each to sit on the resident liaison committee which meets five times a year (including the AGM) to discuss strategic issues with our senior managers and governors.

If you would like to set up a tenants' or residents' association in your area, please contact Peabody Direct or the resident inclusion advice line.

You may be eligible for funding. To receive a grant from us, you will need to:

- adopt a set of rules;
- hold elections every year;
- keep open financial records and present annual accounts to members (you should send us a copy of the annual accounts);
- hold regular meetings, including an annual general meeting;
- make sure that membership is clearly open to all residents;
- adopt an equality policy;
- make sure that your chair goes to one of the diversity training sessions held every three months;
- maintain regular written communication with members, including regular newsletters; and
- complete our yearly audit of committee membership.

In return, you will receive:

- funding to help with your yearly running costs;
- support and advice from the Resident Inclusion Service;
- access to free resident training courses;
- a grant to help your group buy a computer;
- a free examination of accounts every year; and
- free help with funding applications.

There may already be a tenants' or residents' association in your area. Please contact Peabody Direct or the resident inclusion advice line to find out more information.

Regional consultative forums

We have two regional consultative forums, one for the east region and one for the west. The forums meet five times a year, including an annual general meeting to monitor our performance and consider policies and procedures. Every year, the

regional consultative forums elect six representatives each to sit on the resident liaison committee which meets to discuss strategic issues with our senior managers and governors. The regional consultative forums are also given the estate-controlled environmental improvement budget, which is a small yearly budget to be used for small environmental work.

Resident liaison committee

The resident liaison committee's role is to increase resident involvement and to represent the interests of the members of the regional consultative forums and homeowners' forum, reporting back to them every three months on the business of the resident liaison committee.

There are 17 members of the resident liaison committee, selected by an election process through the regional consultative forums, the homeowners' forum and the diversity forum. One place is for a member who we select to make up any under-representation on the committee, plus two resident governors.

The resident liaison committee nominate members for our Board of Governors to consider to serve as resident governors for three years. The Board of Governors is responsible for all our decision-making. At the moment, two resident liaison committee members serve as resident governors. As a Board member, the resident governors act in the interests of the organisation, not as representatives.

Involving homeowners

There are also opportunities for homeowners to get involved in how we provide services and how

we make decisions. This includes setting up homeowner associations and the homeowners' forum. For more information about getting involved, please contact Peabody Direct.

Diversity forum

The diversity forum is formally recognised as part of our resident inclusion strategy. The role of the diversity forum is to allow residents to meet together regularly to consider how we practise and promote equality in providing services, and to make sure that we take account of all residents' experiences.

The role of the diversity forum is to:

- review main policies, procedures and practices which affect residents, to make sure that all groups are treated fairly and in a way that is free of discrimination;
- recommend changes to the policies and procedures where necessary;
- take part in service reviews and influence policy development;
- propose new schemes to promote our commitment to making sure everyone is treated fairly;
- raise the awareness of equality throughout our resident liaison committee and formally recognised tenants' and residents' associations; and
- make recommendations to us on how to involve under-represented residents, formally or informally.

Membership of the forum is open to all residents. The forum meets every three months at our head

office. The meetings are chaired by a resident who is elected every year, and one member of the diversity forum will be elected to the resident liaison committee.

If you would like to find out more or join the diversity forum, please contact Peabody Direct or the resident inclusion advice line.

Training

Our resident training programme is open to residents who are involved in, or considering getting involved in, one of our recognised resident groups.

The courses are free or at a very low cost to resident representatives, and are either provided in-house by us, at the National Tenant Resource Centre at Trafford Hall, or by the Tenant Participation Advisory Service. The costs cover course fees, travelling expenses, meals and accommodation where necessary. Any childcare costs will be refunded at the rate of £5 an hour up to £20. If you have to pay a small fee, you can claim this back from your residents' group's own funds.

The programme has been developed to support the activities of our resident groups, by making sure that you have the basic skills and knowledge you need to be effective community representatives. The main themes covered include:

- how to run effective meetings;
- how to maintain resident association accounts;
- secretarial skills;
- how to write newsletters;

- fundraising; and
- involving everyone.

For full details about courses, contact the resident inclusion advice line on 020 7021 4013 or e-mail ris@peabody.org.uk.

Funding

We are committed to building sustainable communities and recognise the benefit that many of the small community projects carried out locally have on building community spirit.

Estate initiatives fund

The Resident Inclusion Service has a small budget called the estate initiatives fund to which residents' groups, community groups and individuals can apply to fund events and projects up to the value of £500. You can apply any time – there is no closing date for applications. Please contact Peabody Direct or the resident inclusion advice line for more information.

Grant funding for residents' groups

If you want to set up a tenants' or residents association in your area, you may be eligible for funding from us. We give each recognised tenants' or residents' association a start-up grant of £75, a yearly administration grant of £100, plus £2 for every Peabody Trust home in your group's area.

Estate-controlled environmental improvement budget

The regional consultative forums are awarded a budget every year, which is currently £300,000 for small environmental work. Forum representatives bid for projects. The forum meets in late

November each year to decide which projects should receive funding for the following financial year. Recognised tenants' groups can apply for this funding.

Arts strategy

We recognise the benefits of community arts projects in producing environmental improvements. But they are also a great way to bring residents together in creative activities that develop networks, build individual and collective skills and community spirit.

If you or your group has an idea for a project, please contact Peabody Direct or the resident inclusion advice line.

D2 The Support and Agency Service

The Support and Agency Service is part of the Resident Services Directorate. They offer a wide range of services to improve people's quality of life and help them get fully involved in their local community. The services they offer are as follows.

- The Tenant Support Team
 - Providing residents with individual support.
- Supported housing
 - Providing specialist housing and support services.
- Services to older people
 - Sheltered housing
 - Intermediate care
 - Day care
 - Resource centres
 - Outreach activity programmes

The Tenant Support Team

The Tenant Support Team is a specialist team helping to support residents through difficult times. The Tenant Support Workers offer support and advice to residents who may be experiencing difficulties that affect their tenancy. For example, a family problem, poor health, a bereavement or mounting debt.

Confidentiality is an essential part of the service. You can approach the team directly on the

helpline number below or through your Estate Manager.

When the Tenant Support Team receives a referral, a support worker will visit you in your own home and carry out a full assessment of your housing and support needs.

The Tenant Support Team helpline

The Tenant Support Team run a helpline service, giving advice and help on any questions you may have about support needs and claiming all benefits.

For a confidential chat, you can phone the Tenant Support Team directly on 020 7021 4491 from 1.30pm to 4.30pm, Monday to Friday or email tenantsup@peabody.org.uk.

Supported housing

We work with a variety of client groups, both in our directly managed supported housing projects and in those managed by specialist agencies, including:

- people with mental-health problems;
- single homeless people who have lived on the streets;
- young people leaving care;
- people with physical disabilities or learning disabilities (or both);
- people with alcohol or drug dependency; and
- women suffering domestic violence.

Access to most supported housing is done by a referral and assessment to a specialist agency, for example, social services, mental-health teams, and the Central London Clearing House. If you

would like more information about supported housing options, please contact Peabody Direct.

Services to people aged over 50

We provide a range of services to older people which help combat isolation and prevent ill health, and help them live as independently as possible by giving them access to lifelong learning, healthy living and social activities.

Sheltered accommodation for older people

If you are over 60 and your present home is no longer suitable for you, or you would like to have more support, you may want to be considered for a transfer to one of our sheltered-housing schemes.

Every flat in each of our schemes is fitted with an audio alarm that is connected directly to the Sheltered Housing Officer when they are on duty. At night and weekends, or when the Sheltered Housing Officer is not on the premises, the alarm connects to a central service.

The aim of sheltered housing is to encourage residents to keep their independence and to give them the confidence they need to live their own lives, secure in the knowledge that help is at hand.

Sheltered Housing Officers when appropriate will:

- help you fill in forms;
- give you advice on where to get help if necessary; and
- be the link between social services, hospitals and you.

On some schemes, older people from the local community join social activities in the scheme.

If you want to be considered for this type of accommodation, or to find out more, please contact Peabody Direct.

Lomond Centre – London Borough of Southwark

This centre provides 12 intermediate care beds providing rehabilitation and promoting independence after someone has left hospital. The centre also has 39 sheltered flats, provides lunch facilities, social activities and outings to older people in the surrounding community.

Darwin Court – London Borough of Southwark

Darwin Court has 72 flats for people aged 50 or over, which can be adapted as residents' needs change. The ground floor is open to the wider community and offers many healthy activities, including a swimming pool, health-care suite, restaurant, multi-purpose activities room and a quiet area.

Wandsworth Locality Project – London Borough of Wandsworth

The St John's Centre on the Clapham Estate provides lunch facilities, a shop managed by volunteers and a full activities programme. The locality project also provides a transport service, lunches, summer holidays including day trips, and a full activity programme at various venues around the Battersea and Clapham area for people over 60.

Sundial Centre – LB Tower Hamlets

The centre provides 30 day-care places for older

people who have been referred by Tower Hamlets Social Services. There is also a resource centre which is open to all older people who live in the borough. Facilities include a coffee bar, restaurant, health suite, hairdresser, activity rooms, multi-purpose rooms, computer suite and a full programme of integrated activities.

If you would like to find out more about the services available to older people, or you are interested in becoming a volunteer, please contact Peabody Direct.

D3

Community regeneration projects

As well as providing housing, we also provide opportunities for residents to improve their communities, improve their education and employment prospects, and become more active through sport and leisure activities.

Programmes delivered or supported by our community regeneration team include:

- homework clubs, football clubs, youth centres and summer activity schemes;
- adult education, including computer training and help with reading, writing and maths skills;
- employment advice and careers guidance, including help with CVs and applications, and access to resources and employment skills workshops;
- help with setting up volunteering projects and resident-led participation projects; and
- arts, environmental, health and other 'quality-of-life' projects.

To find out how to get involved in any of the activities above, please contact the Community Regeneration Directorate on 020 7021 4317.

E

Repairs priorities and examples

Emergency

To be made safe within 24 hours

Repairs needed to avoid an immediate danger to personal health or safety or serious damage to property.

Urgent

To be completed within one week

Repairs needed to avoid substantial inconvenience to you or continued damage to the property.

Routine

To be completed within one month

Programme work

Held back to include in a future contract

Repairs which will be carried out as part of a larger contract of work.

We have listed below examples of repairs in each priority group. There may be exceptions to these priorities if they affect health and safety law or you are particularly vulnerable, for example, if you are in a wheelchair.

Emergency – to be made safe within 24 hours

For example:

- total loss of electric power;
- total loss of mains water;
- no heating between 1 November and 30 April;
- backflow from a main drain;
- a blocked toilet if it is the only one in the property (we may charge you for this);
- burst plumbing (if you cannot stop the flood by turning off the water stopcock); and
- boarding up unsafe doors and windows.

Urgent – to be completed within one week

For example:

- a toilet not flushing;
- a blocked sink, bath, shower or basin (we may charge you for this);
- no hot water;
- no heating between 1 May and 31 October;
- taps which cannot be turned off; and
- a temporary repair to serious roof leaks (causing a lot of damage to the property).

Routine – to be completed within one month

For example:

- minor repairs to a door-entry system or TV aerial;
- minor leaks and blockages;
- renewing a broken bath, basin or toilet;
- repairing or replacing sockets or light fittings;
- routine glazing (not double-glazed units) and replacing emergency boarding (we may charge you for this); and
- minor joinery repairs.

Programme work – held back for a future contract

For example:

- repairing doors inside (if they are not fire doors);
- repairing and replacing kitchen units;
- repairing baths (only when they are unusable);
- repairing roof leaks and damp;
- repairing stores and garages;
- repairing leaking gutters and rainwater pipes;
- repairing paving if there is no danger;
- major repair to or replacement of door entry system or tv aerial;
- replacing windows and double-glazed units; and
- replacing walls, fencing and gates if there is no danger (we may replace with chain-link fencing).

You are responsible for:

- Blockages to your sink, toilet or bath if you, your family or visitors have caused the blockage even if it is accidental.
- Reglazing windows if the damage has been caused by you, your family or visitors.
- Other damage caused to your home by you, your family or your visitors.
- Repairing or replacing the locks because of action by you, your family or visitors. This includes repairs or replacements because keys have been lost or stolen.
- General decoration to the inside of your home.
- Fitting door bells.

- Plumbing work or repairs to installations, for example, washing machines and dishwashers
- Adapting inside doors to fit carpets.
- Providing extra locks.
- Fitting draught excluders.
- Damage caused to your home by you, your family or your visitors to fixtures and fittings that do not affect your safety or security.
- Replacing light bulbs, fluorescent strips and starters.
- Lost keys or being locked out and needing a lock change.
(In certain cases we will do the work, but we will charge you for it.)

Glossary

Programme work

Planned work we carry out as part of a large contract of work.

Backflow of a main drain

Blocked drains causing sewage and waste to come back up into the property.

Joinery repairs

Repairs to any woodwork, for example, door frames.

Chain-link fencing

A type of fencing made of coated wire in a diamond-shaped mesh.

Fluorecent strips and starters

A type of light fitting usually found in kitchens. The starter is the small unit which makes the light work.