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YOU AND HJALTLAND

Introduction

The Association, Members and staff, hope that you will enjoy living in and looking after your Hjaltland home.

In this booklet we have put together some information which may help you do this. The sections include information on such matters as rent, lettings and transfers, repairs, and rights and responsibilities. In some cases, we advise you to talk to someone at the Association, but even where we do not actually say so, **please feel that you can discuss any problem affecting your home or tenancy with any member of the Association staff.**

About the Association

Hjaltland Housing Association today is the result of a merger in 1980 between two earlier 'Fair Rent' Associations. The first of these, Scottish Airports Ltd, was formed in 1974, followed in 1975 by Hjaltland Housing Association. Both had the aim of assisting the Shetland Islands Council in providing housing for incoming workers.

The Association became a registered Scottish Charity in 2001. It is also registered with the Financial Services Authority and with Communities Scotland, a department of the Scottish Executive which funds, regulates and inspects Scottish housing associations. Hjaltland is also a member of the Scottish Federation of Housing Associations, and the Rural & Islands Housing Association Forum.

Hjaltland's aim is to provide good accommodation at reasonable rents. It does this by building new property or converting older property, which it buys for that purpose. The money for this work comes mainly in grants from Communities Scotland, with the balance being borrowed from banks and building societies.

The Association's area of activity covers the whole of Shetland.

Working closely with the Shetland Islands Council and Communities Scotland, the Association has a particular commitment to ensuring that remote communities remain viable.

Tenants have a right to Membership of the Association which is also open to anyone living in Shetland who is concerned about improving housing. The cost of membership is £1.00 for one non-returnable share. Members have the right to, put themselves up for nomination, vote for Committee members and put forward issues for discussion at the AGM. You can therefore play a very active role in the Association decision making process.

The Committee of Management

The Association is controlled by a Committee of Management composed of volunteers interested in improving housing for families, single and elderly people. The Committee give their services without any financial remuneration and meet regularly to control the work of the Association and discuss future policies and proposals. Minutes of these meetings are available on our website, www.hjaltland.org.uk or on request at the office. Copies of all our policies are also available on request at the office as well as on the website.

Members of the Management Committee

At July 2006.

Councillor Tom Stove – Chairman
Dr. Jeff Goddard - Vice-Chairman
Mrs. Mary Allan – Joint Vice-Chair
Miss Sheila Henderson - Treasurer
Mr John Dally
Mr John Handley - Tenant
Councillor Iris Hawkins
Mr Willie Henderson
Mr Bobby Hunter
Mr George Jacobson
Councillor Gordon Mitchell
Miss Louise Rosie – Sharing owner
Mr. Rae Tulloch
Mr. Graham Wishart

See Autumn and Spring editions of the quarterly Newsletters for any updates or changes

Consultation with tenants

Hjaltland accepts its responsibility to consult you on matters that might affect you and your views will be taken into account.

Where improvement works are planned, we will seek your approval by visiting you at home to explain the proposals. If a sufficient number of tenants are affected, a meeting and display will be arranged.

Similarly, we will consult you over any new programme of maintenance, or a major change in management practice. Where the issue is simple, a letter will be sent to each tenant affected by the proposals, asking for comments. Where the situation is more complex we will hold public meetings, visit you at home, send letters or discuss the matter with any tenants' association. All or any of these methods will be used to find out the views of the tenants affected.

Tenants' Associations

Hjaltland will give support and encouragement to you should you wish to form a tenants' association, as we recognise that such associations can be an effective means of expressing tenants' opinions and of helping tenants and the Association to consult. Members of staff will be happy to attend tenants' association meetings when invited.

You are automatically a member of:-

Shetland Tenants' Forum

1a Water Lane, Lerwick, ZE1 0AG

Tel. 01595 695197

Shetland Tenants' Forum sends out regular newsletters to all SIC and Hjaltland tenants. Mrs Joann Johnson works for the Forum and will give advice on any matters relating to your tenancy.

Tenant Participation Advisory Service (TPAS) is the only housing agency in Scotland which works for both landlords and tenants, providing independent expertise and development for tenant/community groups in initiatives with landlords and other outside agencies. TPAS can be contacted at 20/24 St Andrews Street, Glasgow, G1 5PD. Membership is open to tenant groups and individuals.

Other organisations which provide advice are:

TIGHRA - promotes tenants' interests in the north of Scotland
Fairfax House, 64 Market Place
Inverurie, Aberdeenshire. AB51 3XN
Tel 01467 672266
Web: www.tighra.org

Tenants Information Service (TIS)
provides information to tenants only
SCO4865, Glasgow G2 6BR
Tel. 0141 248 1242
Web: www.tis.org.uk

Shelter
47 Belmont Street, Aberdeen
01224 645586

Shetland Islands Citizens Advice Bureau
Market House, Market Street, Lerwick.
Tel. 01595 694696
Free phone 0800 526850

Care Commission
2nd Floor Charlotte House
Commercial Road, Lerwick
Tel. 01595 696661

Personal information

You have a right of access to personal information relating to you in our files. This is in addition to the rights given to all individuals under the Data Protection Act 1998.

We may make a charge to cover our administrative costs of providing you with the information requested.

You have the right to see and obtain copies of your housing application form, tenancy agreement, and any other information supplied by you about yourself and your family.

You do **not** have the right to see any information held by us about sub-tenants, lodgers or other non-family members.

Should you wish to see information held by the Association, please make an appointment with a Housing Officer

Grievances*

If you have a complaint about a decision or action by the Association, please telephone or write to us. If you are dissatisfied with the result, you should write to the Chairperson. If appropriate, he or she will discuss the matter with the rest of the Committee of Management before replying. If you are still not satisfied, you may wish to discuss the matter with your local councillor, Citizens' Advice Bureau (Tel 01595 694696) or a solicitor.

Non-Discrimination*

The Association has a policy of non-discrimination and seeks to avoid direct or indirect acts of discrimination on the grounds of race, colour, sex, sexual orientation, religion, age or disability.

Lettings Policy*

Hjaltland aims to house those in greatest need. We keep a list of applicants who are prepared to wait before obtaining a tenancy. Priority for accommodation goes to those who have most need, not to those who have waited longest

Transfers & Exchanges*

Hjaltland will try to assist you if you wish to transfer from one of the Association's properties to another. If you want to move, provided you have been a tenant for at least twelve months, and have a good rent record, you should advise us of this and your request will be considered upon its own individual merit.

Mutual exchanges of accommodation are normally approved, provided you have been a tenant for at least twelve months and so long as the properties are not overcrowded, both tenants have a good rent payment record and the other landlord involved has given consent.

* Policy available from the office

* Policy available from the office

The Offices

The Association's office is at
2 Harbour Street,
Lerwick,
Shetland
ZE1 OLR

Tel. 01595 694986.

Fax 01595 692229.

e-mail mail@hjalmland.org or

www.hjalmland.org

Opening hours

The office is open from 9.00 am until 5.00 pm
Monday to Friday. It is closed for staff training from
12.30 pm until 1.00 pm every Wednesday.

Public Holidays are Easter Monday, 25 & 26 December, 1,
2 and 3 January.

Policies

Abbreviated versions of our Rent Policy, Arrears
Policy, Right to Compensation for Improvement Policy and
many others are in this Handbook. **Please contact the
office if you would like the complete version of any of
the Association's policies.**

YOUR RIGHTS AND RESPONSIBILITIES AS A 'SCOTTISH SECURE' TENANT

The Act affecting your rights & responsibilities

From September 1st 2002, all tenancies granted by landlords in the social rented sector must be Scottish Secure tenancies. The social rented sector includes housing associations as well as Local Authorities.

Security of tenure

Your Scottish Secure tenancy is a contractual Scottish Secure tenancy which runs from month to month. Scottish Secure tenants of the Association have a statutory right to a written tenancy agreement, security of tenure, spouse's succession to a tenancy and to have repairs carried out. If you have any doubts, check your Agreement or ask us to advise you.

Right to protection from eviction

You cannot be removed from your home without a court order. Hjaltland's policy is only to seek repossession as a last resort and then only for a serious breach of the conditions of the tenancy.

Right to take in a lodger

You cannot take in a lodger without asking permission from the Association, and you must inform us of the name, age and sex of the lodger so that the Association can carry out its legal duty to make sure your home is not overcrowded. You must also tell us what rent you will be charging.

Right to sub-let part of your home

You must obtain Hjalmland's permission before you sub-let and this, if given, will be in writing. You must inform us, also in writing, of the name, age and sex of the sub-tenant, so that the Association can carry out its legal duty to make sure your home is not overcrowded.

Remember that you can only ever sub-let part of your home; if you sub-let the whole of it, you lose your right to security of tenure, except under very special circumstances.

Overcrowding

A house is overcrowded where the accommodation falls below the following standards:

Each member of the household should have his/her own single bedroom, except where the household consists of:

1. A couple in a double bedroom
2. Two children under five in a double bedroom
3. Two children of the same sex, and age difference no greater than two years, in a double bedroom

If you think your household is overcrowded contact the Association for advice on transfers or exchanges.

Variation of tenancy conditions

Should we wish to change the tenancy terms in any way we will consult with you and all other affected tenants first. Any such proposed changes in tenancy terms will not apply unless both you and Hjaltland agree to them. If we both agree to the terms these will be recorded either by drawing up a new tenancy agreement or by amending the existing tenancy agreement.

If you have an Anti-Social Behaviour Order served on you, then the Association can convert your Scottish Secure Tenancy into a Short Scottish Secure Tenancy.

In certain circumstances, usually to do with temporary lettings, you may start your tenancy with a Short Scottish Secure Tenancy.

All Short Scottish Secure tenancies run for a minimum period of six months. Short Scottish Secure tenancies can be ended automatically by giving two months' notice; the Sheriff has no discretion in such cases. However, other than security of tenure, and the right of succession, Short Scottish Secure tenants have the same rights as Scottish Secure tenants.

Relationship breakdown

If your relationship has broken down and you need somewhere else to live, you should contact the Shetland Islands Council Housing Department about your situation as the Council may be able to help with the rehousing of one or both partners.

If there are children involved we would prefer that the tenancy goes to the partner who has custody of the children. We will try and rehouse the other partner and separated childless couples but this may not always be possible.

Women's Aid provides confidential advice for women and their children (Tel 692070).

Succession to a tenancy

On the death of the tenant, the Scottish Secure tenancy agreement allows not only a tenant's spouse or partner to succeed to the tenancy but enables certain other members of a tenant's household to succeed to the tenancy. Speak to your Housing Officer, or see your Tenancy Agreement, for details.

Ending your tenancy

If you wish to end your tenancy, **you must give at least four weeks' notice to the Association in writing.** This gives us time to find a new tenant for the property.

You are expected to leave the house clean, empty and in a reasonable state of repair. Any broken fixtures or fittings must be repaired or replaced before you leave, **if we have to carry out any repairs which are your responsibility we will charge you the cost of doing so.**

In the winter ensure that when you leave all the hot and cold water systems are drained down.

You should also read the electricity meter and inform the Hydro Board and British Telecom that you are leaving. If paying by standing order you should also notify your bank to cancel payments.

When the tenancy ends **the keys must be returned to the Association or you will be charged further rent.**

RENT AND SERVICE CHARGES FOR YOUR HOME

Rent

The Scottish Secure rent for your home includes a basic rent for your house and, in some instances, an additional sum for services provided in connection with the house. **The rent is payable monthly, in advance on or before the first day of each month.** At least once every year we will send you a statement detailing your rental payments; in addition, you can ask for a statement at any time.

How to pay your rent

The usual method of payment for rent is by monthly Direct Debit from your own Bank account. Should you prefer to pay other than monthly, the Association is prepared to accept weekly or fortnightly Standing Orders. Only if you pay cash or cheques directly to the office, by post or in person, will you receive a receipt for each payment

Help with paying rent and Housing Benefit

You may be entitled to Housing Benefit to help with the payment of your rent. This is a government scheme run by the Shetland Islands Council. A leaflet explaining the scheme and an application form can be obtained from the Council offices. (Tel 01595 744682)

If you receive Housing Benefit to help you pay your rent, the Association would prefer that you instruct the Shetland Islands Council to pay this directly to Hjaltland. If you do not get full Housing Benefit you must pay the difference yourself.

Contents Insurance

We maintain comprehensive building insurance ie the structure of your house and the fixtures and fittings provided by us.

This does **not** extend to your own belongings or internal decoration.

We strongly advise you to insure your house contents yourself. Ask at the office for details of the Scottish Federation of Housing Associations' contents insurance tailored specifically for Housing Association Tenants, or telephone direct to the SFHA Insurance Service on 0845 601 6006

The Association's insurance covers windows broken by another person if it is reported by you to the police within 24 hours.

How your rent is set

The rent and service charges are reviewed every twelve months and any change takes effect on the first day of April. You will be consulted on the proposed increase before the Management Committee come to any decision.

A full written statement of any changes made on review of the rent payable will be available and you will be given one month's notice of any change. A copy of the current Rental Policy is available on the website or from the Association office.

Service Charge

If you have a tenancy where services are provided by us, your rent will include a service charge which represents the cost of providing these services.

The charge for services is reviewed by us annually at the same time as for the basic rent set out above. Service charges for communal area costs, grass cutting, stair cleaning etc., are eligible for inclusion in calculating Housing Benefit. If you have difficulty in preparing a claim for Housing Benefit, where service charges are included in your rent, please contact the Association.

Rent review consultation

Under the Housing (Scotland) Act 2001 the Association must consult with tenants prior to finalising any increase in rent. You are encouraged to make your views known to the Association during the consultation period so that the Management Committee can take them into account when they make their final decision. Once this decision has been reached and you have received the four weeks' official notification of the increase, there is no longer, under the new Act, a right of appeal.

Council Tax

You are quite separately liable for the payment of the Council Tax or any other burden levied by the Shetland Islands Council. If the Association becomes liable to pay the standard council tax during your period of tenancy we will recoup the sum charged from you.

Council Tax rebate

If you are entitled to Housing Benefit you will probably also be eligible for a council tax rebate from the Council. A leaflet describing these is available from the Council on request, together with application forms.

Difficulty in paying rent

If you have, or are likely to have, difficulty in paying your rent, **please contact the Association immediately.** It may be that you are entitled to Housing Benefit to help you pay your rent. We are always happy to come to some arrangement with you to spread the load of any arrears, but you must come to the Association as soon as you realise you may have a problem.

Problems with other bills

If you have difficulty in paying other bills you should seek help from the Shetland Islands Citizens Advice Bureau (Tel 694696), who will be able to give you expert advice on how best to resolve the problem. Go to them as soon as you realise you have a problem with debt.

Rent arrears policy

Rent arrears are dealt with promptly and in a consistent manner. Housing Management staff work hard to ensure that tenants are getting all the benefits that they may be entitled to, and will, in addition, always try to reach acceptable agreements with tenants for paying off arrears.

The Association is totally dependent upon its rental income and cannot tolerate bad rent arrears. We will therefore be firm in our general approach to rent arrears and will be prepared to take legal action against tenants, including, where appropriate, proceeding with orders for possession of the property. (Eviction)

You have the right of appeal to the Management Committee up to the stage that court action for recovery of possession has been instructed.

Contact the Association for a copy of the full Rent Arrears policy and Eviction procedures

REPAIRS AND MAINTENANCE

Repairs

Method of reporting repairs:

Direct to reception, either by telephone, fax, e-mail, in person or by letter.

Please provide sufficient detail to give us an idea of what work is required, so that our workmen can be told to bring the materials they are likely to need. It also helps if you can make a firm arrangement about access to your property.

Do remember that if you have to call in workmen yourself (say, a plumber in an emergency), the Association will pay for the work **only** if you tell us immediately afterwards. You will have been given a laminated out-of-hours contact number list of the Association's approved emergency contractors.

A **Repair Order** will be placed once there is sufficient information to do so and you will be sent a copy of the repair order as a receipt. You should keep this until the repair has been completed, so that if you have to "chase up" the repair, you can quote the repair order number. You will also be told the priority code for your repair which tells you the maximum time within which the work should be completed.

A prepaid card will be enclosed with the repair order (for you to fill in as a quality check) to be returned after the work has been carried out.

Access

We will give you 24 hours notice of access being required for routine maintenance inspection and maintenance. In the case of an emergency, your co-operation will be expected for emergency access.

New properties - defects

Every effort is made to hand over your flat or house in working order. However, there may be certain defects that appear and you should inform us immediately. Urgent defects will be dealt with as soon as possible, but it may be some time before minor ones can be put right because of the operation of the agreement with the Contractor known as "defects liability period" (snagging). At the end of this time, usually twelve months, minor defects agreed with the Contractor will be put right. Hair line cracks in the taping and filling, due to shrinkage, are not the responsibility of the Contractor and these would normally be rectified by the tenant when re-decorating.

Gardens and common areas

Hjaltland is responsible for the maintenance of all common areas (in conjunction with other owners where appropriate) and will take reasonable care to keep common areas in repair and fit for use by you and other occupiers and visitors to the property.

Common areas include:-

- Landscaped ground on the estate not forming part of any tenant's garden;
- estate roads, car parking areas, paths and steps and other means of access serving houses on the estate (not adopted as public roads and footpaths);
- boundary walls and fences;
- drainage systems not adopted by the Shetland Islands Council;
- street lighting not adopted by the Shetland Islands Council;
- doors, doorframes, staircases and landing (including painting and decorating) giving common access to flats;

The Association will identify on your Tenancy Agreement those items which are subject to a service charge.

You are responsible for the upkeep of your own individual gardens

Whose responsibility?

The rent you pay includes a contribution towards the cost of repairs and maintenance and your Tenancy Agreement summarises each party's responsibility towards maintenance.

Interior

You must keep the interior of the house in good and clean condition and in proper decorative order.

Neglect

If any items are damaged by you or your family or guests, or because you have misused them or not looked after them properly, then you will be liable for the cost of the repair or replacement.

Miscellaneous Repairs

Briefly, you are responsible for damages to glass, damage to sinks or sanitary ware, fitting/renewing kitchen tap washers, plugs or chains, replacing lost or broken keys and any cost incurred through forcing entry through lost keys.

The detailed chart over the page shows who is currently responsible for specific items

Repairs responsibility Item	HHA	You	Exceptions
Back Boiler	*		
Balconies	*		
Banister (Internal)	*		
Baths	*		
Binshelters	*		
Brickwork, Blockwork, Etc	*		
Carports	*		Unauthorised installations
Ceilings	*		Not including painting & decoration.
Central Heating Systems	*		Unauthorised installations
Chimney	*		
Stacks/Pots/Cowls			
Chimney Sweeping		*	
Cisterns	*		
Close Doors	*		
Clothes Lines		*	Communal Drying Area
Clothes Poles	*		
Communal Areas to Flats	*		
Communal TV Systems	*		
Cookers (Provided by Hjaltland)	*		
Cupboards	*		
Damp proof Courses	*		
Decoration (Internal)		*	
Door-bell		*	
Door Locks	*		When tenant has lost or broken key

Item	HHA	You	Exceptions
Door Name Plate		*	
Doors - Internal	*		Not including painting & decoration.
Doors to Common Area	*		
Doors/Door Fittings - External	*		
Down Pipes, Rain & Soil Drainage (Including Blockages)	*		When caused by negligence
Driveways		*	Where part of pedestrian access
Drying areas	*		
Electric Heaters (Provided by Hjalmland)	*		
Electric plugs		*	
Electric wiring, sockets & switches	*		
Entry Systems	*		
Estate Footpaths, walls & fences	*		
Fascia, soffit boards etc	*		
Fences - between gardens	*		
Fences - garden boundary	*		
Fences - other		*	
Fire - Electric (Provided by Hjalmland)	*		
Fire Baskets, Grates		*	
Fire Surrounds (Provided by Hjalmland)	*		
Fireplace Tiles		*	
Floor Tiles		*	

Item	HHA	You	Exceptions
Floorboards	*		
Foundations	*		
Fuel Stores	*		Retaining boards
Fuse Box, ELCB, Fuses/MCB	*		
Fuse to Plug		*	
Garages (provided by Hjaltland)	*		
Garden		*	
Huts/Foundations			
Gates (provided by Hjaltland)	*		
Glass - Double/Triple Glazing	*		Where installed by tenant HHA will replace by single glazing
Glass - External	*		
Glass to Internal		*	
Doors/Screens			
Greenhouses		*	
Guttering	*		
Handrails - External	*		
Hatch to Loft (Communal or Individual)	*		
Immersion Heaters	*		Unauthorised installations
Keys (Replacement)		*	
Kitchen Fittings and Worktops	*		
Lightbulbs		*	
Lighting - Pendants & Roses	*		
Outbuildings		*	
Overflow pipes	*		

Item	HHA	You	Exceptions
Painting - External	*		
Painting - Internal		*	
Parking Area (Communal)	*		Local Authority adopted
Path to garden		*	
Path to Main Access	*		
Paths - Public	*		Local Authority adopted
Plaster & Plasterboard	*		
Play Areas & Equipment	*		
Porch	*		Unauthorised installations
Pulley for clothes		*	
Pumps	*		Unauthorised installations
Radiators	*		Unauthorised installations
Retaining walls (Provided by Hjaltland)	*		
Roofs, Roof Tiles/Slates, Roof Lights	*		
Rotary Clothes Line		*	Ex when provided by HHA
Roughcast	*		
Sashcords	*		
Sheds		*	
Shower Unit (provided by Hjaltland)	*		
Sink Base Unit	*		
Sink bowl & Drainer	*		
Skirting boards	*		
Smoke Detectors & Batteries	*		

Item	HHA	You	Exceptions
Sockets (Electrical)	*		
Soft Furnishings (provided by Hjaltland)	*		
Spindryers for communal use	*		
Stair Lighting (Common stairs)	*		
Stairs (Common or External)	*		
Steps	*		
Switches	*		
Taps	*		
TV aerial sockets	*		
TV aerials (provided by Hjaltland)	*		
Ventilators	*		Unauthorised installation
Wash hand basin	*		
Washer on taps		*	
Washing machines for communal use	*		
Waste plugs/chains to basin/bath/sink		*	
Water heating	*		Unauthorised installations
Water supply	*		
WC	*		
WC seats	*		
Window frames, sills & fittings	*		

Response times for repairs:

Priority will always be given to the most urgent repair requests.

Hjaltland will try to carry out the following repairs within the following target times:

Emergency repairs:

To be made safe within **6 hours** (immediately) where there is danger to life or limb or serious damage to property.

- *ELECTRICITY:*
Mains Electrical supply failure, (other than a power cut), or dangerous fault.
- *WATER:*
Burst water pipe or tank.
- *DRAINAGE:*
Drain blocked with a serious leakage.
Blocked or totally unusable WC (if only one in the house).
- *HEATING:*
Total heating system breakdown in winter (aged, disabled, young baby in household or other special needs).
- *PEOPLE AT RISK:*
If an elderly or infirm tenant is at risk or is locked out or in.
- *SECURITY:*
Property left insecure, e.g. after a break-in/vandalism.

(NB If you cannot reach the Association's emergency repair service, you may call some other tradesman, but must advise the Association as soon as possible afterwards, otherwise the Association will not accept responsibility.)

Urgent repairs:

To be carried out within **36 hours**. These are repairs which need to be dealt with quickly if they are not to become emergencies.

- *ROOF:*
Missing roof tiles.
Roof leaks to main buildings.
- *ELECTRICAL:*
Repairs to light and power circuits.
- *PLUMBING:*
Repair of leaks on central heating and water installations.
Broken sanitary fittings
- *HEATING:*
Total heating system breakdown (in circumstances other than required for emergencies)
- *WATER*
Total loss of all sources of hot water.
- *GLAZING:*
Broken glass replacement.
- *GENERAL:*
Removal of hazards in shared areas.

General repairs:

Of a non-urgent nature, covering the bulk of normal day-to-day maintenance.

Within 10 working days

- Door and window repairs.
- Gutter repairs.
- Roof repairs.
- Plastering repairs.
- Individual heating appliance not working.
- Minor electrical faults.
- Overflows & Taps
- Repairs to chimney stacks and pots.
- General repairs to brickwork.
- Repairs/replacement of fences and gates.
- Repairs to boundary walls.
- All other minor repairs

The response times may be varied in individual cases, and are a guideline to the maximum time a repair should take. Every effort will be made to complete the work earlier.

Inspection

Pre- and post-inspection is carried out by qualified staff to ensure quality and value-for-money. The Association aims to inspect 15-20% of repairs as well as all repairs over £500 in value.

Redecoration

Where damage has been caused to your decoration the affected area will be decorated. Alternatively you may choose either decorating materials or an equivalent cash sum offered at the Association's discretion.

Service Contracts

Annual maintenance and inspection contracts are in force for central heating appliances, warden alarm systems and fire detection and prevention equipment.

Re-let repairs

The Association will minimise the period properties are left empty for re-let by:

- Carrying out a pre-termination inspection and informing you of any works required which are your responsibility;
- Using a post-inspection, where necessary, to determine those repairs which are essential before letting, based upon the response times and any planned maintenance programme;
- Seeking to recover the costs of repairs which are your responsibility, fair wear and tear excepted, at the termination of tenancy.

Legal obligations

The Association has legal obligations, both statutory and arising from the conditions of the tenancy agreement, to maintain the house in a fit and safe state for habitation by you, the tenant, and in a safe state for other parties

To meet these obligations the Association:

- Imposes certain precautionary conditions upon you to reduce unfair wear and tear;
- retains elements of rent to cover the cost of maintenance of the house and their installations; and
- must implement an adequate policy of maintenance within the limits imposed by finance available.

A copy of the Maintenance policy, giving definitions of the funds, the sources of income, the elements of expenditure and appropriate management procedures is available from the office.

Compensation arrangements

General

The Association has clear procedures for dealing with the situation where they fail to meet their repairing or maintenance obligations to you.

Qualifying Repairs

Compensation shall be payable in instances of all repairs which are categorised as either emergency or urgent as defined by the Maintenance Policy and which are the responsibility of the Association.

Amount of compensation

You are entitled to compensation if the contractor fails to complete the repair within the agreed and published response time, subject to certain conditions.

The Statutory Right to Repair scheme introduced for public sector tenants proposes a flat rate payment of £15.00 for each repair plus an additional £3.00 per day between the end of the prescribed maximum time for the alternative contractor to complete the repair and the day on which the repair is finally completed. In view of the fact that the Association will not be dealing with alternative contractors the Association will pay a maximum amount of compensation of £100.

Tenants who are in arrears of rent will not be excluded from the right to compensation in instances where the maintenance service fails. The Association may however credit the tenant's rent

account with a sum equal to the amount of compensation, but only with the prior agreement of the tenant.

Internal decoration

The Association operates an internal decoration scheme for elderly or disabled tenants.

Hjaltland will:

- offer an internal decoration scheme for elderly and disabled tenants who do not have an able-bodied person living with them;
- the decoration will be carried out on a waiting list basis and include decoration of two rooms; and
- the service is offered on a no-charge basis, subject to budget restrictions.

Menu improvement scheme

The Association offers you an option improvement scheme. This involves offering a choice of improvements in return for a rent increase. The scheme operates on a self-financing basis. If you are in receipt of housing benefit you may not be able to claim benefit on the rent increase as the improvement is optional.

The basic menu comprises:

- central heating
- provision of a shower
- replacement kitchen units.

Other improvements will be at the discretion of the Management Committee.

Compensation for Tenant Alteration/Improvements

Alterations made without the Association's consent in writing do **not** qualify for compensation.

However, permission will not unreasonably be withheld and will normally be granted subject to the following conditions.

- The Association requires to be satisfied that any proposed improvement will meet relevant standards in respect of materials, safety and workmanship. Work must be undertaken by recognised contractors.
- An unreasonable level of subsequent maintenance must not be incurred.
- The complete improvement work must not detract from the future letting of the property. The cost of any upgrading required to enable the Association to relet the property will be deducted from the amount of compensation payable.

Work carried out must accord with the work for which consent was given.

Compensation will **only** be made upon termination of tenancy.

For all approved improvements the necessary building warrants and planning consents must have been obtained by you. The work carried out must comply with the terms of these Approvals.

Compensation will **not** be payable in instances where the tenancy is terminated because the Association has obtained a Court Order to repossess the house on the grounds of your breach of tenancy conditions, e.g. rent arrears. Where rent arrears have arisen they must be deducted from any compensation due.

The cost of any improvement grants receivable by you shall be deducted from any compensation due.

Claims for Compensation

Claims for compensation must be made in writing within 21 days of the tenancy coming to an end, and contain sufficient information, including all original receipts for work and materials, to enable the Association to calculate the amount of compensation payable.

Rechargeable works

Where you carry out alterations to the premises in such a way as to involve the Association in expense in remedying the modifications, or redecoration is required, you will be charged with the cost of this work. Exemptions may be made to this policy if you are elderly or in receipt of Supplementary Benefit.

Frost precautions and burst pipes

Serious damage can be done if water freezes in your home's pipes and cisterns during wintry weather. Often the consequences only become apparent when the thaw comes and your home is flooded with water.

When a cold spell is likely:

- Find out where your stop tap is and how to turn it off!
- Try and keep your house as warm as you can day and night and never leave a tap dripping. If very low temperatures occur you should open up the hatch to the loft even though your cold water tank and pipes should be insulated.
- If you are going away for more than one or two days when the weather is likely to be very cold you should:

1. Drain off all the water from the hot and cold systems by turning off the stop-tap and then turning on all sink taps until the water stops running
2. Flush the cistern to empty it and put salt in the lavatory pan to stop the water freezing.

When you come back:

- Turn the stop tap on again and make sure there is an adequate flow of water from all your taps before turning them off and putting on your fire or immersion. This is to check that there is no air-lock in any of your pipes, as this can be dangerous, particularly in the hot water system.

If you do get frozen up:

1. Turn the water off at the stop tap
2. Open all the sink and bath taps
3. Put out any fires with back boilers and switch off the immersion
4. Phone the Association

If you have a burst pipe:

1. Turn the water off immediately at the stop tap
2. Turn on all the sink and bath taps to drain the water as quickly as possible
3. Switch off electricity if water is in contact with fittings or wiring.
4. Put out any fires with back boilers and switch off the immersion
5. If you are in a flat, warn your neighbours below
6. Find out where the water is coming from
7. Phone the Association

Do your best to make a temporary repair until a plumber comes.

- If the water has been leaking through an electric light ceiling rose or switch DO NOT SWITCH ON. Inform the Association at once.

Remember:

It is your home and you are responsible for it whether or not you are at home and you may have to pay for damage done by frost.

You should have insurance for your household contents. In an accident such as frost damage it can mean financial disaster not to have it

Condensation

Most of the complaints we receive about dampness turn out to be caused by condensation.

To limit condensation:

1. Try to reduce the amount of water in the air by drying clothes outside if possible. If it has to be done indoors - keep a window open.
2. As far as possible keep lids on pans and turn the heat down when they are boiling.
3. After a bath keep the bathroom door closed and the window or extractor fan open so that the steam can escape directly.
4. Try to make sure there is sufficient heat in your room so that there are no cold surfaces in the path of water vapour and also make sure that there is some ventilation in each room.
5. Paraffin and gas fires give off water as they burn and contribute to the problems of

condensation. Your Tenancy Agreement specifically forbids the use of gas fires.

Where mould patches do appear these should be washed down with a mild bleach solution. If redecoration is necessary use a fungicide paint, preparing surface as above.

LIVING IN YOUR HOME

Occupying your house

The house is let to you on condition that you occupy it as a private dwelling house and your only, or principal, home. Since the Housing (Scotland) Act 2001, **you are legally obliged to tell us who will be living in the house** and if there are any changes in the household.

Abandonment

If the Association has reasonable grounds for believing that you are no longer occupying the house and that you have abandoned the tenancy, we will serve an Abandonment Notice on you at your last known home address. If you have not contacted us within four weeks of that Notice, another Notice will be served, your Tenancy will come to an end and the property will be re-let. Contact the office for the full Abandonment Policy.

Business in your home

The Association is not opposed in principle to you carrying on small and discreet businesses from your home, provided the business does not cause nuisance or annoyance to other residents and/or would not require planning permission. Permission in writing must be obtained from us.

Caring for fittings

Floor coverings

Floor coverings should not be stuck to the floor boards because if the floor has to be lifted for repairs, the covering will probably be damaged.

Before laying foam backed carpeting or vinyl covering, care should be taken to lay paper between the covering and the floor boards to help prevent the covering from becoming stuck to the floor boards.

The bath

The bath should be cleaned after use with mild detergent. Abrasive cleaners, lavatory cleaners, and bleaches should never be used. The bath should not be allowed to come into contact with organic solvents such as some dry cleaning agents, nail varnish remover, after-shave, and paint strippers.

Kitchen fittings

Spillages, especially around sinks, should be mopped up as soon as possible. Contact with water may cause damage and disfiguration to the fittings.

Try not to lean on the doors of floor units and don't allow children to swing on them as this may damage the hinges.

Kitchen worktops and other plastic laminate surfaces should be kept clean by using water and mild detergent. Persistent marks can be removed by using a mild abrasive cleaner: On no account should harsh cleaning agents be used.

Spray-on furniture polish should not be used on plastic, laminate surfaces.

Oven-hot dishes and pans should not be placed directly onto worktop surfaces as this may damage the laminate.

The worktop should never be used as a cutting or chopping surface as this will cause permanent damage.

Keys

Make sure that you have a spare key and that it is kept in a safe place. It will be expensive for you if you have to break windows or force open your front door, if you lose or forget your key.

Pets

You do not need permission to keep fish, small caged animals, or birds (other than poultry), but you **must** ask the Association's permission **in writing** before keeping a dog or cat or any other animal.

Dogs should always be taken out under control and not allowed to roam around on their own. It is now illegal for them to be allowed to foul areas which are for the enjoyment of others.

Household rubbish

Each household is provided with an annual supply of black plastic bags for the disposal of rubbish by the Shetland Islands Council.

These should be set out in the morning of the day of collection.

Monday	John Jamieson Closs, Lerwick Mid Gard, North Roe Setters Hill, Unst Strand, Tingwall Stucca, Hillswick
Tuesday	Millgaet, Lerwick Nordavatn, Lerwick Stackhoull, Sullom
Wednesday	Brind, Cunningsburgh Cairfield Road, Lerwick Goodlad Cres, Lerwick Russell Cres, Lerwick Scalloway Tronaster, Brae Upper Glebe, Bressay
Thursday	Colonial Place, Dunrossness Gostagert, Sandness Gremmasgaet, Lerwick Grostane, Lerwick Guddataing, Burra Hillock, Boddam Hjaltland Place, Lerwick Hulsidale, Burra Lingaro, Bixter

	Norgaet, Lerwick Norrendal, Whalsay Sanblister Place, Dunrossness Stanegarh, Lerwick Stocketgaet, Lerwick Thistle Court, Dunrossness Vagaland, Walls
Friday	Kalliness, Weisdale Nederdale, Lerwick Quoys, Lerwick

Please **do not put your rubbish out too soon** before it is due to be collected as the rubbish could be spilled and littered over the estate. Nets to cover the black bags are available from the Council. Particular care must be taken at times of Public Holidays when collection days may be changed.

Parking

We do our best to ensure an adequate supply of properly laid out car parking areas on estates. Unless you are elderly or disabled yourself please do not park, or allow your visitors to park, on estate roads where these areas should be kept clear for access.

Do not allow vehicles to obstruct estate roads, footpaths or exits. To do so could prevent access by the emergency services and result in damage, injury or even loss of life. When parking, try to avoid causing possible danger to other residents in particular the elderly, disabled and children.

If you are aware that any vehicle is regularly parked on estate roads in such a way as to cause a nuisance please inform us.

Do not park lorries, large vans, caravans, boats, trailers or other large vehicles, particularly if they are to remain immobile for any length of time on estate roads.

The indiscriminate riding of skateboards, bicycles and motorbikes around pedestrian areas is particularly discouraged.

Repairs to vehicles

Routine minor maintenance is acceptable provided it is not done too often and does not cause annoyance to neighbours. Do not put discarded oil or petrol down drains or gullies and when changing oil do not allow it to foul roadways or paths.

Abandoned vehicles

If you are aware that any vehicle has been abandoned on estates, please advise the Association. If abandoned vehicles are not moved or claimed by the owner, arrangements will be made for the vehicle to be removed from the estate. The owner may be charged for the cost of removal.

You and your neighbours

Harassment

You must not commit or allow members of your household or people visiting the house to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household, or general public, Association staff and contract workers.

Where you are disturbed, harassed or experience nuisance from neighbours or other tenants you should report such incidents to the Association in writing. If the nuisance comes from people who are not tenants of the Association you should advise the police.

If you experience threats or physical violence from neighbours or other people you should report them to the police.

If you have your personal property deliberately damaged by a neighbour or another person you should advise the police.

If you experience damage to your property caused by another person's negligence you should make a claim against the other person or on his/her household insurance policy. If you have your own insurance, the claim should first be made to your own insurance company.

Noise

Noise from neighbours can be a real nuisance, and particularly so in flats where it has often not been possible to provide total sound-proofing. It is therefore important to make every effort to keep noise to a minimum, particularly late at night or early in the morning.

If your neighbours are always making a lot of noise you should first talk over the problem with the people who are making the noise and if things do not get better advise the Association **in writing**.

Under new Anti-Social Behaviour legislation, it is now possible for the Association to take action against tenants who behave in an anti-social manner to their neighbours.

Fire precautions

Homes recently built or modernised by the Association have good fire safety standards, but to avoid the risk of fire there are a number of things you should remember:

1. Make sure all fires are guarded - almost half the fires in the home are caused by direct contact with an unguarded fire.
2. See that children's clothes, especially nightwear, are close-fitting; pyjamas have been found to be much safer than nightdresses.
3. Putting a mirror on the wall directly above the fireplace encourages people to stand too close to the fire and clothes can easily catch alight.
4. Never wire more than one electrical appliance into one plug, and do not use adaptors.
5. Do not run any appliance from light fittings.
6. Never run flex under carpets or lino - you will not realise when it frays.
7. Do not use electric appliances in the bathroom other than an infra-red wall heater or an electric shaver.
8. Make sure that all electrical appliances have the correct fuse in the plug.
9. Never smoke in bed.
10. Keep matches and lighters out of reach of children.
11. Store flammable liquids such as turps and paint solvents in their original container away from heat.
12. Turn down gas and electric fires and close the door when leaving the room.
13. Keep heaters away from furniture.
14. Do not dry clothes on or near a heater.

15. Use care when cooking – never leave pans unattended, especially chip pans.
16. Have electric blankets serviced every two or three years.
17. Always unplug irons when leaving the room.
18. Use safe decorations at Christmas.
19. Never obstruct stairs, landings, passageways or block doors.
20. It is essential that a free means of escape is maintained at all times.
21. NEVER TAMPER OR ALLOW CHILDREN TO TAMPER WITH ANY OF THE FIRE ALARMS OR FIRE FIGHTING EQUIPMENT.
22. Never tamper with the self/closing mechanism on any door, or wedge the door open. The closers have been fitted so that the fire-proof door limit any fire to a small area, thus giving you time to escape. Report any damage to fire doors to the Association straight away.

In case of fire

- Call the Fire Service at once (Telephone 999), giving your exact location.
- Close doors and windows if you can to prevent the spread of heat and smoke.
- Warn others in the buildings and GET OUT.
- NEVER USE WATER ON A FIRE INVOLVING ELECTRICAL APPARATUS, FAT, OIL OR SPIRIT. Instead, switch off the gas or electricity supply if a heater or an oven is involved, and smother the fire with a mat, woollen blanket or overcoat.

A person whose clothing catches fire should be rolled in a rug, blanket or overcoat. Small burns

can be held under a cold running tap to reduce the pain. Serious burns must be covered with a dry clean cloth and medical aid sought at once.

General Safety

Other precautions can help avoid accidents:

- Never leave children alone in the house or young children unattended
- Keep medicines and household chemicals in a secure place where young children cannot reach.
- Make sure that pan handles don't project at the part of the cooker where they can be reached by young children.

USEFUL NUMBERS AND ADDRESSES

Association offices

2 Harbour Street, Lerwick. ZE1 0JR
Tel. 01595 694986
Fax. 01595 692229
e-mail mail@hjalmland.org.
Web www.hjalmland.org

Doctors

Contact main surgery for area surgeries

Lerwick Health Centre	01595 693201
Brae Health Centre	01806 522543
Hillswick	01806 503277
Scalloway	01595 880219
Levenwick	01950 422240
Bixter	01595 810202
Unst	01957 711318
Whalsay	01806 566219

NHS 24

08454 24 24 24

Hospital

Gilbert Bain (General) 01595 743000

Dental Clinics

Bells Brae Dental Clinic	01595 693204
A Owen, 90 St Olaf Street	01595 695769
Montfield Dental Clinic	01595 696052
Yell Dental Clinic	01957 702031

Benefits office

Charlotte House, Lerwick. 01595 732000

Housing Benefit

Finance Department, H/B section
Charlotte House, Commercial Road, Lerwick
01595 744682

Police

In emergency call the Operator (Dial 999 or 100 as indicated on the dial) and ask for "Police"

Lerwick	01595 692110
Brae	01806 522381
Scalloway	01595 880222
Sumburgh	01950 460707

Fire brigade

In emergency call the Operator (Dial 999 or 100 as indicated on the dial) and ask for "Fire"

Hydro electric

Enquiries	0800 300 000
(Emergency)	0800 300 999

Mains water drainage

Enquiries	0845 7437437
(Emergency)	01595 695222

Women's Aid	01595 692070
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Citizens Advice Bureau	01595 694283
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Care Commission	01595 696661
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Information for Sheltered Tenants

As a Sheltered Tenant of the Association you have the services of an on site Housing Support Assistant – Mrs Gillian Spanswick at 13 Stanegarh. Tel: 694031

The Housing Support Assistant acts as a ‘good neighbour’ for you, and key holder for your house. She usually works around twenty hours per week, Monday to Friday. On your arrival she will visit you to carry out a Personal Support Plan and outline what services can be provided.

A Homelink system is installed in your house which connects with a central control room, which holds records of four emergency contacts, one of which will be the Housing Support Assistant.

The Association takes part in the Shetland Island Council's action against fuel hardship for pensioners, so you will pay an electricity charge to the Association, in addition to your rent, every month. If you use more than you have paid for, SIC makes up the difference, if you use less, twice a year you will be refunded any overpayment

The Association also operates the national Sheltered Housing TV Licence concession scheme. This costs each household £5.00 per year for a valid TV Licence, unless you are over 75, in which case it is completely free.

If you have any questions, or need more information, speak to your Housing Support Assistant first. Alternatively ring the Association 694986 and speak to the Housing Manager.

The Care Commission monitors the support you receive, you can ring them on 01595 696661 during office hours if you are unhappy with any aspect of your tenancy.