

YOUR TENANCY SUPPORT PACK

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A. Introduction

This pack provides you ('the tenant') with key information to help you to live in your home and to support your tenancy with Dartford Borough Council ('the landlord'). Your Tenancy Agreement, in conjunction with your Terms and Conditions of tenancy, explain the rights and responsibilities you have as a tenant, such as:

- The type of tenancy you have.
- Your rights and responsibilities.
- The conditions for the payment of rent and other charges.
- What happens if you break your Tenancy Agreement Terms and Conditions.
- How repairs and maintenance should be carried out.

B. Types of tenancy

We use two types of tenancies and these are:

- Introductory Tenancy.
- Secure Tenancy.

For more information about the different types of tenancies, please refer to Section 3 of your Tenancy Agreement Terms and Conditions.

C. Your rights and responsibilities

1. As a Council tenant you have signed a Tenancy Agreement with us, your landlord. This is a legal agreement which we both have to keep to and which places important responsibilities on both you and us.

In general, your responsibilities are:

- To keep to the terms of your tenancy conditions. You risk losing your home if you break them.
- To pay your rent and other charges on time.
- To be a good neighbour.
- To look after your home.

Please refer to your Tenancy Agreement Terms and Conditions for more information on your rights and responsibilities, or contact your Housing Officer.

2. Living in your home

You must live in your home as your only or main principal home. We want to ensure that our properties are occupied by the tenant to whom the property was let, and that the tenant is living in the property as their principal or only home.

3. Tenancy fraud

Where we receive information that a property is at risk of being illegally occupied, abandoned or wholly sub-let we will investigate and take appropriate action.

If you suspect that a property is being wholly sub-let or not occupied by the correct tenant, please contact your Housing Officer. All information will be treated in confidence.

For more information about tenancy fraud please see our <u>Tenancy Fraud Policy for Council</u> **Housing.**

4. Going away

You must inform us if you are going to be away from your property for longer than 28 continuous days. Please refer to Section 11 of your Tenancy Agreement Terms and Conditions.

5. Running a business from your home

You can use your home to run a business under the terms and conditions of the Council's **Home Enterprise Policy**.

6. Taking in a lodger or sub-tenant

You have the right to take in a lodger or a subtenant and can normally sublet part of your home (such as a bedroom) under the following conditions:

- You obtain written permission from us before you allow a lodger to move in and provide the full names of any lodgers.
- You do not cause your home to be overcrowded.
- The property remains your primary residence.
- You accept responsibility for the behaviour of any lodger or their visitors.
- If you are claiming benefits then you must tell your local Housing Benefit department and the Department for Work and Pensions. It may well reduce the Housing Benefit you receive as well as any other benefits you may claim.
- If you receive a single occupier reduction for Council Tax, you will lose this discount and you must tell your local Council Tax department that you no longer qualify.
- You will be responsible for your lodger's actions so if they cause a noise nuisance or anti-social behaviour then you will be responsible.
- Your lodger will not have security of tenure like you.
- You will be responsible for legally evicting your lodger if you want them to leave.
- You must inform your contents insurance provider to make sure you are still covered and let your lodger know that they will need their own insurance.
- You cannot sublet or give up possession of your entire home. If you do, you will lose
 your secure tenancy and we will take back your home. You could also be prosecuted
 under the Social Housing Fraud Act 2013.

If you are an introductory tenant, you do NOT have the right to take in a lodger or sublet any part of your Council home.

Tenants living in scheme housing for older people should not take in a lodger or sublet any part of their home as this type of housing is designed for people with support needs. In addition, they are usually one bedroom properties and as such, are unlikely to be suitable for lodgers or subtenants and may cause overcrowding.

What is the difference between a lodger and a subtenant?

A lodger is a person who lives with you as part of your household and shares the same facilities for renting a room. A lodger does not have the right to exclude you from any part of the property. They are living in your home with your consent. If you give them a room key, you should also have a key, as you have right of access to clean the room or change bedding, for example. The arrangement between you and your lodger is private and we have no powers to evict your lodger for you.

If you let a room, normally a bedroom, to a subtenant, he/she has exclusive use of that bedroom in your home, and you would need his/her permission to go into the bedroom. A subtenant may have permission to put a lock on his/her door. You are effectively making a sub-tenancy out of your secure tenancy and you are giving up possession of part of your home. The sub-tenancy ends when your tenancy ends.

Important: Please be aware that if we serve notice on you to leave, this is also binding on your lodger or subtenant and they will have to leave too. If you want to end your tenancy you must give us vacant possession and we will only allow you to terminate the tenancy if your lodger or subtenant is no longer living with you. If you wish to apply for a transfer, be aware that lodgers and subtenants are not our responsibility and will not be considered part of your household.

How much rent should I charge a lodger?

What rent you charge your lodger is up to you and will depend on what facilities you are providing for them. You may wish to look at websites such as **SpareRoom** and see what other residents in your area charge for similar accommodation. If the income you receive from renting a room exceeds a certain amount you may be liable to pay Income Tax. **GOV.UK** provides further information on renting a room in your home.

Does having a lodger or a subtenant affect my benefits?

You must inform your local Jobcentre Plus office about the rent you are receiving. If you fail to do this, you will have to pay back any benefits you were not entitled to, and you may even be prosecuted.

If you are on Housing Benefit you must also inform the Housing Benefit department as the amount you are entitled to may be affected. You will remain responsible for paying the Council Tax and if you live alone and take in a lodger, you will no longer be entitled to the single person discount of 25 per cent. You should also seek advice from your local Citizens Advice Bureau about any other benefits that may be affected.

7. Overcrowding

Our <u>Housing Allocations Policy</u> sets out when and how a household is eligible for an additional bedroom if they are overcrowded in their current accommodation. This Policy is subject to change and it is therefore essential you access the up to date public document from the Council's website to understand the rules or you can contact the Allocations team at allocations@dartford.gov.uk for advice or call 01322 343907.

You must not allow your home to become overcrowded by allowing other people, not on your tenancy, to live or stay with you. If a property becomes overcrowded because of this, you should not assume that this will entitle you to a larger home. In addition, you could be deemed as having intentionally overcrowded your household and this is a breach of your tenancy.

If your household grows or reduces, for example by a child leaving home or having another child, you must inform your Housing Officer of any change within 28 days.

8. Succession to a secure tenancy

Succession is when someone inherits a tenancy after the tenant dies. There are legal conditions on who can succeed a tenancy.

A non-statutory succession may be granted at the discretion of the Council. A non-statutory succession means that the succession is not covered by housing legislation, it is determined by criteria set out in the Council's Allocations Policy.

Social housing is a scarce resource and resources have to be prioritised and allocated fairly in accordance with the law and our <u>Housing Allocations Policy</u>. For this reason, only one succession is allowed in law to stop properties remaining in families for many years and just being passed down to other family members. It is necessary to give people who have priority need, and who have been on the housing register for many years, an opportunity to be housed.

The following legal conditions apply to a succession to a secure tenancy that was granted **before 1 April 2012** and where no prior succession has taken place. Persons who can succeed are:

- A tenant's spouse or civil partner where they occupied the home as their only or principal home at time of death.
- Partners of the opposite or same sex that is the unmarried heterosexual or same sex partner of the tenant where they occupied the home as their only or principal home at time of death.
- If there is no spouse or civil partner a qualifying family member (parents, grandparents, adult children, grandchildren and brothers and sisters who have lived with the deceased tenant at the time of death for a minimum of 12 months prior to the death) can succeed. This is a discretionary succession and all successors can remain in the home only if it is the size and type needed.

The following conditions apply to a succession to a secure tenancy that was granted <u>after 1</u> <u>April 2012</u> and where no prior succession has taken place

- A joint tenant.
- A tenant's spouse or civil partner can succeed where they occupied the home as their only or principal home at time of death. The tenancy cannot pass to other family members.
- Partners of the opposite or same sex that is the unmarried heterosexual or same sex partner of the tenant where they occupied the home as their only or principal home at time of death.

Please refer to Section 6 of your Tenancy Agreement Terms and Conditions and see our **Housing Assignment Policy** for more information.

9. Transferring your tenancy

Assignment

In certain limited circumstances a tenant can pass on their tenancy to another member of their household during their lifetime. This is known as assignment. An assignment can take place due to statute or as part of the Council's discretionary policy.

Where an assignment takes place all the rights and responsibilities of the tenancy are passed from the original tenant (the 'assignor') to the new tenant (the 'assignee'). The original tenant no longer has any rights or responsibilities whatsoever in relation to the property. The legal framework for the assignment of secure tenancies, the 1985 Housing Act, allows secure tenancies to be assigned to another person in certain limited circumstances, and this is known as a statutory assignment. There are three ways in which a secure tenancy can be assigned and these are where:

- It is to a potential statutory or discretionary successor.
- It relates to a court order.
- It is by way of a mutual exchange (see 10).

Please refer to Section 6 of your Tenancy Agreement Terms and Conditions and see our **Housing Assignment Policy** for more information.

10. Exchanging your home

Mutual exchange

Secure tenants have the right to exchange their home with another Council or housing association tenant, this is known as a mutual exchange. Introductory tenants do NOT have this right.

This could be within Dartford or anywhere else in the country. Both tenants in the exchange will, however, need to obtain authorisation from their respective landlords for the exchange to go ahead. You must also be aware that the type of tenancy you hold may change, as you will take on the type of tenancy that the person you are exchanging with has with their landlord.

To find a tenant to exchange with, you will need to register on <u>HomeSwapper</u>. This website facilitates mutual exchanges and is free to use. Introductory tenants cannot exchange their tenancy.

We have six weeks to make a decision about your application (it does not mean that you have to move within that six week period). Reasons why we may refuse to authorise the request include the following:

- One tenant owes rent.
- Either tenant is under a current Court Order or Notice of Seeking Possession.
- The new home is too big or too small for the incoming family.

For more information on mutual exchange please see our **Housing Assignment Policy**.

11. Right to buy

If you are a secure tenant you may have the right to buy your home at a discount. This does not apply if you live in an exempted property, such as one specifically built or adapted for the disabled or the elderly (including Dartford Borough Council housing scheme accommodation). To take advantage of this right, you must have been a public sector tenant for at least three years (or as set out in any changes to legislation). Introductory tenants do NOT have this right.

D. Paying your rent and other charges

Your rent should be paid in advance weekly on Monday at the latest. If you want or need to change this to fortnightly or once a month, this must be agreed with the Rents team. However often you choose to pay your rent, please remember that it is always due in advance.

The rent collected by us provides safe, well maintained homes along with good quality estates and services. If we are unable to effectively collect rent payments, it impacts on our ability to do this.

You must pay your rent and other housing charges listed in your Tenancy Agreement on time. There are a number of payment options available to you which include:

- Direct debit This is the most secure and convenient method for paying your housing charges. Your payment will be made automatically each month, direct from your bank or building society on your choice of one of four collection dates which are 1st, 9th, 16th and 23rd of the month. We also offer a weekly direct debit for those tenants who wish to pay weekly. You can download a direct debit mandate by visiting our website at www.dartford.gov.uk or contacting the Rents team on 01322 343134.
- Pay online visit our website at <u>www.dartford.gov.uk</u>, selecting 'Pay Online', 'Pay your rent'. To pay online you will need to have your Debit/Credit Card and Rent Account Number. We can only accept payment by Switch, Visa Debit, MasterCard, Visa, Electron or Solo and it takes 2 working days before the payment shows on your account.
- Standing order If you would like to pay by standing order through any bank or building society, the details are as follows: Sort Code 30-92-53, Account Number 25457068. Please quote the reference as your rent account number adding 02/ at the

front. You are responsible for reviewing this amount in April each year as it is likely that the amount you pay will need to be amended to take account of changes in the charges. Standing orders are paid weekly or monthly basis in advance.

- Over the telephone Call our 24 hour Automated Payment Service on 0345 634 3001 to pay over the telephone. You will need to have your Debit/Credit Card and Rent Account Number to hand. We can only accept payment by Switch, Visa Debit, MasterCard, Visa, Electron or Solo and it takes 2 working days before the payment shows on your account.
- Electronic payment card (swipe card) An electronic payment card (swipe card) will be sent to you within 3 weeks of taking up your tenancy. Rent can be paid by taking this card with your cash or cheque to any post office or outlet showing the Payzone symbol. The cashier will take your payment and will return your card to you along with a paper receipt. Make sure you keep these receipts safe in the plastic wallet provided to check against your next quarterly rent statement. This method of payment can take up to 7 days to reach your account.

1. Rent arrears

It is your duty to pay your rent on time. Failure to pay your rent is a serious breach of your Tenancy Agreement. If you do not pay your rent we may consider taking legal action against you, which can result in you permanently losing your home.

For more information on rent arrears please see our **Rent Arrears Policy**.

2. Debt advice

Please contact the Rents Team to let them know you are in difficulty as they can provide invaluable advice and work with you on general money management, benefit and debt advice and assist you in arranging a repayment plan. You can also contact the debt advice services available at <u>Citizens Advice</u> on 0808 278 7810, or the <u>National Debt line</u> on 08088 084 000.

3. Universal Credit and Housing Benefit

If you have a low income, you may be eligible for help to pay your rent and council tax. You do not need to be out or work or receiving a DWP benefit.

You can use an independent, free and anonymous benefits calculator to check what you could be entitled to. This will give you an estimate of:

- The benefits you could get.
- How much your benefit payments could be.
- How your benefits will be affected if you start work or increase your hours.
- How your benefits will be affected if your circumstances change for example, if you
 have a child or move in with your partner.

Visit GOV.UK and search for 'benefit calculators' for more information.

Universal Credit

If you are making a new claim for help with your housing costs you will need to make a claim for your these costs through Universal Credit unless you:

- Have reached State Pension age and your partner (if you have one) has also reached State Pension age
- Are placed in temporary accommodation by our Housing Solutions Team.

If you fall into one of the above categories you will need to apply for Housing Benefit. If not, you will need to apply for Universal Credit. Visit www.gov.uk and search Universal Credit.

Housing Benefit

Housing Benefit is a national benefit to help people on low incomes pay their rent. It is funded by Central Government but administered locally by Dartford Borough Council.

4. Bedroom Tax

Since the introduction of the under occupancy charge (bedroom tax), tenants of working age may have their Housing Benefit or Universal Credit cut by 14% (one bedroom too many) or 25% (two bedrooms too many), you may be eligible for a Discretionary Housing Payment to assist you; depending on your circumstances. Please speak to the Rents Team if you think you may be affected.

E. Repairs and improvements

Repairs

Our Housing Repairs and Maintenance team is there to assist you with queries about housing repairs and arrange for contractors to carry out those repairs which are our responsibility. There are also certain types of repairs that you have responsibility for. This is set out in full in our <u>Housing Repairs and Maintenance Policy</u>.

We will aim to deal effectively with requests for those repairs which are our responsibility. Once we have decided what works are required, a date for completion of works will be agreed with you. Most repairs should be completed first time but there may be cases where a repair will need to be inspected by a Technical Officer beforehand to determine the scope of works. Examples of these types of repairs would be ground works, specialist works and structural repairs.

We offer an appointment system for all routine repairs which includes appointment slots on Saturday mornings and Wednesday evenings to maximise choice for you.

Every repair reported to us is given a priority rating. This indicates the urgency of the repair and the timescale for completion. Repairs can be reported by telephone, in person, via email or online.

Where there is wilful damage to, or neglect of, the Council's property by a tenant, their family or a visitor, which results in us having to replace or repair items, you will be charged the full cost of the repair, under the terms of our **Housing Recharge Policy**. This sum will need to be paid in full to us before any repairs are undertaken, unless there are exceptional circumstances.

The following are examples of work where a charge could be made. This list is not exhaustive.

- The property is not left in an acceptable state when you leave. For example substantially damaged or missing fixtures and fittings.
- Replacing broken glass (unless a crime number has been provided).
- Forced entry into a property and/or changing the locks (unless a crime number has been provided).
- Clearing of rubbish from a property or from Council land where it can be shown as belonging to a current or former tenant.
- Sending a contractor to carry out a repair where you, with instructions over the phone, could easily have resolved that repair themselves.

If a chargeable repair is carried out during the out of hours service and it cannot be paid by you until the next day, an invoice will be raised and a sliding scale administration charge will be added to the total amount payable. Please see our **Housing Recharge Policy** for further details.

The <u>Tenants' Right to Repair</u> scheme gives you a legal right to have any repairs which are our responsibility to be completed within a set timescale.

Improvements

If you are a secure tenant and would like to make improvements to your home, you must ask your Housing Officer for permission first. Improvements may include, for example, a new kitchen, bathroom and toilet, and outside painting. Introductory tenants do NOT have the right to carry out improvements.

If your tenancy is coming to an end, you may be able to get compensation from us for the improvements you have made.

For more information on making a claim for compensation please see our **Compensation for Improvements Policy**.

F. Access to your home

There are certain circumstances where we may need to request access to your home (for example, to service your boiler) or gain access to your home in an emergency (for example a suspected gas leak or concern for someone's safety).

We appoint a Gas Safe registered contractor to maintain and service all gas appliances within our own housing stock. A three star contract provides fully comprehensive cover for boilers and systems and includes an annual service and gas inspection.

We have a statutory duty under the provisions of the Gas Safety (Installation and Use) Regulations 1998 to carry out safety checks on a minimum 12-month cycle. You are **legally required** to allow access into your property for these works to be carried out.

Failure to allow access may result in a Community Protection Warning/Community Protection Notice being issued. If access is not provided court action will be taken and access will be made via a court warrant.

G. Health and safety

We recognise the importance of health and safety and have a duty of care to our tenants and residents. You also have responsibilities as a tenant, both to yourself and to other residents, to act safely in and around your home.

Fire safety

Most fires in the home are caused by accidents. Smoking, leaving cooking unattended, using candles, storing large amounts of combustible material, using faulty electrical appliances (such as dishwashers left on overnight) or overloading electrical sockets are all common causes. It is important to reduce the risk of fire to keep yourself, your family and your property safe.

Gas safety

Making sure your gas appliances are working safely is important for everyone's safety. By law, we must visit you and carry out a gas safety check at least once a year for which you are obliged to allow access. This is free and could save you money on your gas bill.

If you smell gas, report it to National Gas Emergencies on 0800 111 999.

Windows and balconies

In order to reduce the risk of accidents from falls, the windows in your home will be fitted with restrictors to prevent them from opening fully. You must also take care when on your balcony to ensure you do not put yourself at risk of falling.

H. Gardens and Communal areas

1. Private gardens

If you have a garden that only you and your household can use, you must keep it in a tidy and safe condition that is free from rubbish and pests. You must make sure that any trees or hedges in your garden are kept at a reasonable height. If you are elderly and unable to maintain your garden, there are organisations who may be able to assist and advise you, such as **Age UK**.

2. Communal areas

It is everyone's duty to make sure that communal areas are kept in reasonable order. You are not allowed to store bikes, furniture or bulky rubbish etc. in these areas. Any items left in communal areas, such as prams, buggies, bikes or scooters may be removed and disposed of without notice.

If we do not provide a cleaning service you are responsible for cleaning the shared areas in the front, side and rear of your home. See Sections 9, 10 and 11 of your Tenancy Terms and Conditions for more information on what is and is not allowed in communal areas.

I. Living in your home and your behaviour

We have a zero tolerance approach to anti-social behaviour. As a tenant, you are responsible for your behaviour, the behaviour of your children and the behaviour of anyone who occupies or visits your home anywhere in the local area. We want to promote positive behaviour and know that the majority of tenants live quietly and keep to their Tenancy Agreement conditions.

We expect all tenants to treat others living in the neighbourhood fairly and in a way they would like to be treated themselves. We are committed to dealing quickly and firmly with those who behave in a way which threatens the peace and security of other residents.

If you are affected by anti-social behaviour, please contact your Housing Officer. See our **Anti-Social Behaviour Policy** for further information.

As part of our tenancy sign up process, you will be expected to sign a Good Neighbour Agreement which is available from your Housing Officer.

J. Keeping pets

You must ask for permission to keep certain types of pets. There are restrictions on the numbers and types of pets that you are allowed to keep, depending on the type of property you live in.

The law protects pets and you have a legal responsibility to meet their welfare needs. When you ask for permission to keep a pet you will be asked to sign an agreement to be a responsible pet owner.

You must abide by the conditions set out in the Council's **Policy on Keeping Pets and other Animals in Council Properties**. This is included in your Tenancy Support Pack.

K. Parking

You are responsible for ensuring that you, your family and any visitors to your home do not park in areas they should not. This includes, for example, not parking any vehicles on any unauthorised land, not allowing any vehicles to obstruct emergency services and not parking in specific designated parking bays.

Please see Section 10 of your Tenancy Agreement Terms and Conditions for more information.

L. Consulting you about your tenancy

We must consult and take into account your views on matters of housing management. Housing management includes the maintenance, improvement or demolition of Council properties, services provided to our tenants, and changes in policy or practice.

Please see Section 14 of your Tenancy Agreement Terms and Conditions for more information.

M. Damp, mould and condensation

All homes can be affected by damp, mould and condensation and we recognise the problems that this may cause. Residents living in homes with damp and mould may be more likely to have respiratory problems or other conditions that impact on the immune system. It may also have an impact on mental health if left untreated.

We treat all reports of damp and mould seriously. If damp and mould is visible in your home, you should report this as soon as possible by telephoning 01322 343800, or by emailing repairs@dartford.gov.uk.

There are also some things you can do to reduce any conditions that can lead to condensation, damp and mould. This includes keeping all rooms ventilated by opening windows slightly and keeping your home well heated, especially during the colder months.

For more information on this, please see our <u>Damp, Mould and Condensation Policy for Council Tenanted Properties</u> or visit our website here for further information.

N. Home contents insurance

We recommend you get home contents insurance to cover your personal belongings within your home. No matter how careful you are, there is always a risk that your belongings could be broken, damaged or stolen so home contents insurance can help provide peace of mind.

Insurance cover is available from Thistle Tenant Risks, and Great Lakes Insurance UK Limited who provide the Crystal Insurance Scheme, a specialist Tenants Contents Insurance company. For further information, call Thistle Tenant Risks on 0345 450 7286 or visit www.crystal-insurance.co.uk.

Buildings insurance for your property is covered by us.

O. Adaptations

We may be able to help you if you or someone in your immediate household is disabled and requires adaptations in your home. An Occupational Therapist will assess your needs and the household situation. Depending on the need, we may be able to carry out either minor or major adaptations to your home.

For more information, please see our **Disabled Adaptations Policy for Council Tenants**.

P. Housing schemes

Dartford offers a range of housing schemes for older people and provides for a broad section of community needs including people who need assistance with maintaining their tenancy and/or may require additional assistance with daily living tasks.

We have eleven <u>housing schemes</u> in Dartford. There are also two <u>extra care housing</u> <u>schemes</u> in Dartford. Extra care housing is for people who need extra care and support with their daily living.

If you would like to move into one of our housing schemes you will need to register on our <u>housing register</u> before completing a <u>self-assessment form</u>, as your application for housing scheme accommodation cannot be considered until your registration is completed.

Please ensure that you fully complete ALL sections of the self-assessment form before you return it, particularly the questions about medical conditions and why you want housing scheme accommodation. Please note that your application cannot be progressed any further unless all the information asked for is provided in full.

For further information please contact the Housing Scheme and Finance team at supported@dartford.gov.uk

Q. Domestic violence and abuse

We take a zero tolerance approach toward domestic violence and abuse and it will not be tolerated in our properties. Your Tenancy Agreement states that you must not allow members of your household or any visitors to use or threaten violence, (including verbal abuse) or to carry out domestic abuse, against any other person living in the property so that they are forced to leave by reason of your violence or fear of such violence.

Support for domestic abuse can be accessed across our Housing Service. If you are at risk of or experiencing domestic abuse, you can speak to your Housing Officer who will talk to you in confidence and discuss the support and options available to you. You can also call the national 24 hour domestic abuse helpline on 0808 2000 247 or contact Refuge on line here.

We are also committed to working in partnership with other agencies to provide effective support and protection to victims and survivors of abuse.

More information on how we assist and support victims and survivors of domestic abuse can be found in our **Domestic Abuse Housing Strategy 2024-2027**.

R. Accessing the tenant portal

Our tenant portal allows you to access important information regarding your tenancy in one place through a secure, online account. This includes being able to view your tenancy details and rent statements. You can also report a repair, request communal area cleaning or change your contact details should you need to.

You will need to use your surname, date of birth and tenancy reference number to register for an account. The portal can be accessed from various devices, including your computer, mobile phone or tablet.

You can register or log in to your existing account on the tenant portal.

S. Ending your tenancy

If you are moving out of your home you must contact your Housing Officer and give at least four weeks' notice in writing that you wish to terminate your tenancy.

You will be responsible for paying your rent until the end of your notice period.

We will arrange to inspect the property before the end of your tenancy.

Please refer to Section 12 of your Tenancy Agreement Terms and Conditions for more information.

T. Resident involvement

Resident Involvement is a two-way process which involves both residents (tenants and leaseholders) and us sharing ideas and allows you to influence the decisions made in service delivery.

We hold you at the very heart of our service delivery and we want to work with you to ensure that we are delivering the services that you want and in a way that is accessible to all.

To help us do this we have introduced a number of ways you can get involved and have your say. The opportunities for involvement vary and allow you the opportunity to get involved at different levels depending on the time you have to spare.

Opportunities for involvement are contained within the <u>Tenant and Leaseholders'</u> <u>Engagement Strategy</u>, which has been developed in consultation with the Dartford Tenants and Leaseholders Forum. This sets out how we will work with you to ensure information is fed back correctly and how we will consult you on changes to service delivery, as well as stating the routes to involvement and the resources that we will provide.

<u>Financial</u>, <u>practical and training resources</u> are available to help support individuals or groups who want to have their say on services and improve their communities.

If you are interested in finding out more and getting involved, please contact our Resident Involvement Officer at rio@dartford.gov.uk.

U. How to contact us

To speak to your Housing Officer:

- Telephone **01322 343133**
- Email hem@dartford.gov.uk

To speak to someone about your housing scheme or tenancy:

- Telephone 01322 343366
- Email HSManagement@dartford.gov.uk

To report a repair:

- Telephone 01322 343800 or 0345 634 1212 for emergency repairs out of hours
- Email repairs@dartford.gov.uk

To report an incident of anti-social behaviour:

- Telephone **01322 343133**
- Email <u>asbhem@dartford.gov.uk</u>

To speak to our Rents team:

- Telephone 01322 343134
- Email rents@dartford.gov.uk

To speak to our Allocations team:

- Telephone 01322 343907
- Email allocations@dartford.gov.uk

To speak to Accommodation services:

- Telephone 01322 343151
- Email <u>accommodation.services@dartford.gov.uk</u>

To speak to our Triage team for homelessness advice or other related queries:

- Telephone **01322 343114** (please note you will be required to leave a voicemail message. Our team will then be in touch.)
- Email triage@dartford.gov.uk

V. Complaints and compliments

Complaints

We take all complaints seriously and want to put things right if they go wrong.

We define a complaint as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.

If you are not satisfied with the service you have received from us, you can use our formal **complaints procedure**.

You can complete an **Online formal complaint form**

You can telephone 01322 343434.

You can also contact the <u>Housing Ombudsman</u>, who looks at complaints about social housing landlords, once your complaint has exhausted our complaints process. The Housing Ombudsman can also provide advice to you prior to making a complaint to us. Telephone 0300 111 3000.

Compliments

We are always glad to hear when we get things right and provide an excellent housing service. If you would like to tell us about something we have done well by sending a compliment, please contact us via our **online form** or telephone **01322 343434**.

W. Data Protection

We will use the information you give us to administer our housing (landlord & tenant) services.

Our lawful bases for processing your personal information are:

- our legal obligation(s) under the Anti-Social Behaviour Act 2003
- our legal obligation(s) under the Local Government Act 1974
- our legal obligation(s) under the Children Act 2004
- our legal obligation(s) under the Care Act 2014
- our legal obligation(s) under the Anti-Social Behaviour, Crime & Policing Act 2014
- our legal obligation(s) under the Prevention of Social Housing Fraud (Power to Require Information)(England) Regulations 2014
- necessary for the performance of a task in the public interest or in the exercise of official authority vested in us in accordance with the legislation referred to above, and the:
 - Commonhold and Leasehold Reform Act 2002
 - Housing Act 1985
 - Housing Act 1996
 - Land Compensation Act 1973
 - Leasehold Reform, Housing and Urban Development Act 1993
 - Refuse Disposal (Amenity) Act 1978
 - Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

Some of the information we collect is classified as special category personal data or personal data consisting of criminal convictions and offences (including alleged offences). This is processed for reasons of substantial public interest as set out in the legislation referred to above. To process this type of information, we must have a relevant policy document that sets out how this information will be handled.

Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR is the Data Controller. Email dataprotection@dartford.gov.uk

Please refer to our <u>Corporate Privacy Notice</u> and the Privacy Notice for <u>Housing Services</u> <u>Landlord & Tenant</u> or visit www.dartford.gov.uk for further details of how we process your personal information and your rights.

X. Housing policies and strategies

All of the Council's <u>Housing Policies and Strategies</u> can be found on our website at: https://www.dartford.gov.uk/housing-policy/housing-strategy-policy-documents