



Braddan Parish Commissioners

Tenant Handbook

January 2018

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Welcome to your new home

Our aim is to provide an excellent and improving housing service and ensure that all members of our community live in accommodation that meets their housing needs.

We have designed this handbook to give you information about being a tenant and to hopefully help you to settle into your home.

Along with your tenancy agreement, this handbook will answer any questions you may have about your tenancy, your home, or your neighbourhood. It will also explain your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.

As well as outlining your tenancy conditions, this handbook tells you about the promises we make to you about the standards of service we will deliver so you know the level of service you can expect to receive.

We hope you find this handbook helpful. Please keep it to refer to during your tenancy.

This handbook can't cover every question or problem in depth so we have also included details of who to contact if you need more information and advice.

About your home

Property Reference No:

Address:

To help you be prepared for any emergency that may arise we have set out below the location of key service items:

	LOCATION
Water Stopcock	
Electric Fuse Box and Trip Switch	
Gas Supply Lever	
Hot Water Cylinder	
Central Heating Boiler	
Cold Water Tank	

If you live in a block of flats or in sheltered accommodation it is essential that you know what to do in case of fire. If you are not sure, please contact us for advice and information.

Customer Care Policy

We have a customer care policy that aims to provide the highest standard of service to all our customers.

In delivering the service our staff will:

- Carry and display proof of their identity;
- Introduce themselves to you;
- Be smartly dressed and wear any uniform they may have;
- Give you their name if you ask;
- Treat you with respect;
- Treat your home with respect;
- Be friendly, welcoming and helpful;
- Deal with you promptly;
- Show patience, understanding and sensitivity in dealing with customers' problems;
- Adopt a non-judgemental approach when dealing with you;
- Behave in a proper and professional manner at all times; and
- Aim to see anyone who is waiting at reception within ten minutes

We also have the following standards:

- Customers who have a pre-booked interview should not be kept waiting longer than 10 minutes after the time of their appointment
- All interviews will take place in a confidential setting
- We will try to answer all phone calls within five rings. If the person you need to speak to is not available you can leave a message for them on our voicemail (answerphone) service and they will get back to you when they return to their office
- We will reply to all written correspondence within 10 working days
- All correspondence to customers will give the name of the officer who is dealing with the matter
- Any customer who is not satisfied, can ask to see a more senior officer
- All customers can use our complaints procedure

Your Tenancy

You are our tenant which means that you have a legal right to stay in your home for the fixed term of your tenancy (which is clearly indicated by the dates in your tenancy agreement, usually no more than 5 years) as long as you keep to the conditions of your tenancy. These conditions are set out in your tenancy agreement – a document we have to give you by law that all tenants must sign and accept at the start of their tenancy.

What is a tenancy agreement?

Your tenancy agreement is a legal contract between you and us. It indicates the duration of your tenancy (usually five years) and includes a start date and an end date when the tenancy will expire. It also sets out your rights and responsibilities as a tenant and our obligations as your landlord. You have been given your own copy to keep. When you sign your tenancy agreement, you agree to keep to the rules that govern the way you live in your home which means that you have the following responsibilities;

- **Paying your rent** - You must pay your rent and any other associated charges on time. Your rent is payable weekly in advance every Monday. There are more details about your rent and how you can pay it on page 18.
- **Looking after your home** - It is your responsibility to take good care of your home and to prevent anyone else from damaging it. We will charge you for any deliberate damage or vandalism carried out to our property. You must keep the inside of your home clean and well decorated. You must not make any changes to the structure and services (e.g. electricity, gas, oil or water supply) of the property, or put up sheds or any form of fence or outbuilding without first asking in writing for permission to do so. You are also responsible for keeping the garden and the outside of the property clean and tidy and free from rubbish. A full explanation of who is responsible for repairs and maintenance can be found on page 21 and is also contained in your tenancy agreement in full. If you are unsure as to your obligations, you should always first check the terms of your tenancy agreement, particularly clause 2 in relation to your covenants as Tenant, and the Regulations in the Schedule at the back.
- **Using your home** - We have let the property to you for you (and where applicable your immediate family) to live in and you should only use it for that purpose. You **do not** have a right to run a business from your home, but we may consider granting you permission to use the property in limited circumstances if you are self-employed or a sole trader, for example an electrician or a child minder. You must ask our permission **before** you set up your business and we will consider all requests. Examples of when we might refuse requests are if we think the business could disturb your neighbours, cause nuisance, or be unlawful. You also **do not** have the right to keep pets or other animals at the property, but we may consider granting you permission to keep a pet where the type, size and occupation of the property is considered suitable. **You must always ask for our permission before you acquire a pet.**
- **Nuisance and harassment** - Everyone has a right to peacefully enjoy life in their own way as long as they do not have a negative effect on the life of people living around them. You must not cause a nuisance or annoyance, or any kind of deliberate harassment to the people living around you. You are also responsible for the behaviour of people who live with you or are visiting you. There is more information about nuisance and harassment on page 27, and attention is drawn to the requirements in the

tenancy agreement which require you to adhere to certain covenants and regulations to prevent nuisance and harassment occurring in your neighbourhood and on the property.

- **Access to your home** - We will sometimes have to carry out repairs and servicing in your home and will need access to do this work. In these circumstances you must allow the workmen into your home. In most cases, unless it is an emergency, you will have been notified in advance of our need to access your home. Authorised officers must also be allowed to enter and inspect the condition of your property at reasonable pre-arranged times. Any person who calls at your home on our behalf will carry official identification which you should ask to see.
- **Looking after shared areas** - If you live in a block where there are shared areas, we expect you and the other tenants to keep these areas clean and tidy. For your own safety, please make sure that you keep shared areas free from rubbish and obstructions. Please be aware that under current legislation you are not permitted to smoke in shared areas inside the property such as entrance halls and stairwells and you could be prosecuted if you do so.
- **Car parking** - You and your family must only park your car, or any other vehicle, next to your home on a public road, in a proper parking area or on your drive. Remember, most spaces are not allocated to specific properties and you may need to come to an agreement with your neighbours on parking. **You must not park on grassed areas, footpaths, verges or open spaces.** Please park considerately and do not block access for emergency services. Only vehicles in regular use should occupy parking spaces. Please do not park untaxed or unlicensed vehicles, large commercial vehicles, caravans, motorhomes, boats or trailers in the spaces. These may be removed if causing an obstruction or nuisance, and the owners charged.

When you sign a tenancy agreement, you immediately have legal rights and responsibilities. If you keep to these, you can usually keep your home for the full duration of your tenancy, but there are some exceptional circumstances where we might need to transfer your tenancy to another property.

Your tenancy usually lasts for five years. During the tenancy term, we cannot end your tenancy unless:

- You break one or more conditions of your tenancy
- We need your home for another reason, for example, clearance for redevelopment; or
- We get a court order for possession

All tenants are monitored during their tenancy to make sure that they act responsibly and follow the conditions of the tenancy agreement. During your tenancy, housing officers may visit you to make sure that there are no problems. If there are, they will take action to sort them out quickly and it is in your interests to ensure any problems with your tenancy or with the property are reported promptly, and responses given when requested.

What happens when my tenancy agreement is due to end?

About six months (but no less than three months) before your tenancy is due to end your financial and household circumstances will be reviewed by the Housing office who will carry out a review which starts with a Review Form which you must complete and return within a certain time. Depending on your circumstances, as set out below, your tenancy may or may

not be replaced with a new tenancy, which will usually be for a further five year period. Please note that if you do not return the information requested, or return it late, you will not normally be offered a new tenancy and should make arrangements to vacate the property on the expiry of the fixed term indicated in your tenancy agreement.

Where **you continue to meet the eligibility criteria for public sector housing**, then a new tenancy will be granted for a further five years, provided that you do not have a history of regular breaches of your tenancy terms such as non-payment of rent or antisocial behaviour. **In these circumstances you will not be offered a new tenancy.**

If at the time of the assessment, **the property you are occupying is no longer suitable for your housing need**, e.g. you are occupying a large family property and your household size has significantly reduced, **the new tenancy may be offered for a more suitable property**, instead of the existing property.

Regardless of whether you remain eligible for public sector housing in terms of your income, if you are known to have acquired significant assets which would allow you to meet your own housing need, e.g. you have inherited a property or a substantial sum of money, Commissioners can also decide not to grant you a new tenancy.

You should note that if the information you provide for the purpose of the Review of eligibility is found to be untrue or is deliberately or carelessly misleading, this could result in your tenancy not being renewed or terminated, and could also result in your prosecution under Schedule 3 of the Housing (Miscellaneous Provisions) Act 1976.

Where circumstances have changed, and **you no longer meet the eligibility criteria for public sector housing**, then subject to your particular circumstances and income, your tenancy will either;

- end in line with the original agreement term with no new tenancy granted and you will be expected to leave the property; or
- be replaced by a new fixed term tenancy, usually for a further five years, but you will be expected to pay more rent than you did before. You may also be expected to downsize if you no longer need the type of property you are currently occupying.

Summary of circumstances where the Landlord would not grant a new tenancy or would offer a new tenancy on different terms.

YOUR* CHANGE OF CIRCUMSTANCE	LANDLORD ACTION
<i>Your income (including your partner/spouse where applicable) significantly exceeds the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy will not be offered on expiry and the you will be expected to leave the property
<i>You applied as a single person and now have a spouse/partner and your combined income significantly exceeds the income criteria for eligibility for public sector housing. This is where your income is now £60,000 or above.</i>	A new tenancy will not be offered on expiry and the you will be expected to leave the property

<i>You (or your spouse/partner where applicable) have assets which would allow you to meet your own housing need e.g. you have inherited a property or substantial sum of money etc.</i>	A new tenancy will not be offered on expiry and the you will be expected to leave the property
<i>You have a regular history during your previous two year tenancy of non-payment of rent or other serious tenancy breach such as anti-social behaviour</i>	A new tenancy will not be offered on expiry; and you will be expected to leave the property; or, in exceptional circumstances you may be offered a temporary 6 to 12 month 'licence to occupy' to allow you additional time to demonstrate that you can be a responsible tenant.
<i>Your income (including your partner/spouse where applicable) exceeds the income criteria for eligibility for public sector housing but is below £60,000</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent. This is referred to as mid rent
<i>You applied as a single person and you now have a spouse/partner and your combined income exceeds the income criteria for eligibility for public sector housing but is below £60,000</i>	You may be offered a new tenancy but the rent will be set at a higher level than the public sector rent. This is referred to as mid rent
<i>The size of your household has changed</i>	Subject to your level of income, as above, you may be offered a new tenancy for a more suitable property e.g. you may be required to downsize. <i>If the size of your household has changed and the Landlord requires you to downsize but a suitable property is not available at that time, you may be offered a temporary 'licence to occupy' agreement for 6 to 12 months until a suitable property is identified.</i>

Do new tenants have the same terms and conditions as established tenants?

No, during the first 12 months that you first hold a public sector tenancy you **cannot**

- Exchange homes with any other tenant, or
- Take in lodgers

What will you do if I do not keep to my tenancy agreement?

The term of your tenancy is set out in your tenancy agreement and is indicated by the start and end dates. If you break the terms and conditions of your tenancy, we will contact you and tell

you what you need to do to put things right. If you continue to break your tenancy conditions, we may take legal action to end your tenancy early.

This can lead to:

- Getting an injunction, which is a court order requiring you to stick to the terms of your tenancy. This is used mainly against tenants who cause unreasonable annoyance to others in the neighbourhood, such as by causing excessive noise, abuse, threats, violence, racial intimidation or harassment etc.
- Seeking to take back your home. In this case we will:
 - Warn you in writing that we plan to take legal action against you;
 - Serve you with a Notice to Quit or Notice before Forfeiture if you fail to rectify the issue or for example to pay your rent or cease the conduct which is in breach.
 - Apply to court for a Possession Order. If the court grants the order we can then seek a warrant for your eviction. This would mean that you would have to leave your home and would not be allowed back into your home.

When your tenancy is due to expire at the end of the five year term then, **regardless of whether you remain eligible for public sector housing, if you have a history during your tenancy of not paying your rent promptly or other major tenancy breaches such as anti-social behaviour then your tenancy will not be renewed.**

We will always give you every chance to put things right to avoid court action

When can you ask for possession of my home?

Your tenancy lasts for five years. The dates that your tenancy starts and finishes are clearly set out at the beginning of your tenancy agreement. Your tenancy ends on the date your tenancy agreement says that it does. **When your tenancy ends, Braddan Commissioners does not have to grant you a new tenancy in accordance with its Access and Eligibility policy which is approved by Tynwald.**

If your tenancy is not renewed because you no longer qualify for public sector housing or because you have not complied with the conditions of your tenancy previously (i.e. by not paying the rent or breaching some other regulation of the tenancy agreement), then you will be required to leave the property and give back the keys on or before the date that your tenancy ends.

If you do not leave the property at the end of your tenancy or we want the property back for another reason, we will ask the court for an order for you to leave by a certain date. When we ask for possession of the property, we have to tell the court why we require you to leave the property.

- If this is because you no longer qualify for a tenancy agreement, then your agreement has expired and the policy means that the Commissioners will not grant another tenancy.

- If there is a breach of your tenancy agreement (see the list below), we have to prove to a court that you have broken the terms and conditions of your tenancy and/or that removing you from the property permanently is a reasonable action to take.
- In some circumstances, we may need to tell the court that both of these things have happened (i.e. that the tenancy has expired and cannot be renewed, and that you have committed a breach of the tenancy resulting in us asking for a possession order).

This legal process begins with a Notice to Quit (or Notice before Forfeiture) and ultimately will lead to us asking for a Possession Order (for us to take the property back) from the Court.

The following list provides some of the reasons why we could ask for a Possession Order.

1	IF YOU DO NOT PAY THE RENT
2	If you break any other condition of your tenancy agreement, this could include a refusal to vacate the property at the end of your tenancy.
3	If you, or anyone living with or visiting you, annoy or cause a nuisance to your neighbours
4	If the condition of your home has deteriorated through your neglect or activities
5	If you knowingly gave false information or withhold relevant information to get your home
6	If you are convicted for allowing your home to be used for immoral or illegal purposes

If you do any of the things listed above, we do not have to offer you another place to live if you are made homeless. In the cases below we must show that we have reasonable grounds for possession, and in these cases we would generally offer you a suitable alternative place to live for the remainder of the term of your tenancy.

7	If you refuse to leave your temporary home when building or modernisation work on your own home is completed
8	If your home is so overcrowded that you are breaking the law
9	If we want you to leave while we carry out major work on your home, which we cannot reasonably do while you live there
10	If your home has been designed or adapted for people with special needs, or for someone who is elderly or disabled, who are no longer living there and we need the home for someone who needs these facilities

This is just a brief summary of the main reasons that we might apply for a possession order. If you receive a Notice to Quit or Notice before Forfeiture, you should get your own legal advice.

We may also ask you to transfer from a large house to a smaller home if your family becomes smaller and we need these facilities for someone else and the terms of the policy require that you do so in co-operation with us.

What is the difference between a 'joint' and a 'sole' tenancy?

You are a sole tenant if only one tenant is named on the tenancy agreement. If two or more people are named on the tenancy agreement then you have a joint tenancy. Joint tenants each have all the rights and responsibilities set out in the tenancy agreement – even if one

leaves. If one joint tenant formally ends the tenancy the tenancy comes to an end, even if the other joint tenant/s did not know about it.

Generally, we will permit established couples to be joint tenants when they start their tenancy if they both qualify for housing. In exceptional circumstances we may consider joint tenancies with other close relatives, for example parent and child, brothers or sisters.

Can I add my spouse or partner or remove them from my tenancy?

If your spouse or partner qualifies for housing on the Isle of Man then the Commissioners would normally allow them to be added to your tenancy. To have your spouse/partner added to your tenancy you must put your request in writing to the Housing Manager.

If your tenancy is held jointly with your spouse/partner you can request, in writing, that one of the tenants is removed from the tenancy but the tenant who is to be removed must also agree to this as they have equal rights to the tenancy. If there are rent arrears or other outstanding issues the Commissioners may refuse to amend the tenancy agreement until the arrears or issues have been resolved as both tenants have equal responsibility for them.

If you wish to change your tenancy to reflect joint or sole names, please put your request in writing to the Housing Officer.

Can I pass my tenancy to my partner, or to anyone else, when I die?

When a tenant dies, the Commissioners may allow the tenancy to continue in the name of a surviving husband, wife, or partner, so long as they qualify for housing, where there is adequate evidence that the relationship is an established one and his or her main home is with the tenant at the time. This is known as 'succeeding' to the tenancy. However this will not apply if the tenancy has already passed in this way e.g. from a previous spouse or partner. Any person who believes that they have a right to a tenancy in these circumstances must contact us within three months of the death of their spouse or partner. Otherwise, we will allow a reasonable time for the property to be cleared and vacated, following the death of the tenant, as would be the case in any private sector rented or owned property.

Can I pass my tenancy to my partner, or to anyone else, at any other time?

There are two other situations that may enable you to pass your tenancy on to someone else. Before you can do these you must get our permission in writing.

You can pass on your tenancy if:

- You exchange your home with someone else (with the permission of the Landlord/s and after the first year of tenancy)
- You have a court order ordering you to do so (as sometimes happens in divorce)

I am having relationship difficulties/getting divorced – what will happen to my tenancy?

Only the courts can decide matters regarding separation, divorce and custody, and you should get legal advice about this. Nevertheless, your housing officer can advise you about both you and your partners housing rights, and things to consider regarding the tenancy.

Separation

If you and your partner propose to separate and you are both named on the joint tenancy, the partner leaving the property must give up their tenancy. If you do not do this, you will both remain liable for the rent and/or any other issues that may arise in respect of the property.

To surrender your tenancy you will need to write in to the Housing Officer. In order to have your name removed from the tenancy you will have to agree to pay at least half of any arrears that may be outstanding at that time. This is only a brief summary and if you are unsure as to your rights or obligations you must take legal advice.

Am I allowed to sublet or take in lodgers?

Subletting is where you rent out your home to someone else. If you sublet your home you will have broken the terms of your tenancy agreement and we will take steps to take possession of your home. However, subject to certain conditions and provided that you have sufficient space, you are usually allowed to take in lodgers once you have been a tenant for 12 months or longer, but you must always get our written permission before you do so.

A lodger is considered to be any person other than a spouse/partner or dependent child/children who takes up residence at the address (over and above any reasonable temporary visit). This definition of lodger applies to adult children who may have originally been part of the household but have subsequently left home and have established their own household elsewhere prior to their return to the address, but does not include adult children who are away from home solely as a consequence of service in the Armed Forces or the Crown or full time education i.e. College or University.

A lodger charge is currently **£21.15** per week (this will increase every year in April and you will be informed of any increase), and this cost will be added to your rent for each lodger staying in your home.

You are allowed to have guests or visitors on a short term basis i.e. no longer than 4 weeks, and registration for TT Homestay may be permitted subject to our written consent **in advance** for each period of Homestay activity. **Please note, you must remain in occupation of your property during this activity.** That is, you may have a Homestay guest/s stay with you in your home (subject to our written permission) but **you cannot vacate the property and sublet your home in any circumstances.** This is a breach of your tenancy agreement.

Moving into your new home

Ideally you should move in on the day your tenancy starts. We will tell you this date when we advise you of your new tenancy. It is your responsibility to contact the oil/gas and electric companies to arrange for them to connect your supplies, and you must make sure that you keep your electricity and fuel payments up to date.



Will any repairs be done before I move in?

We will do all major repairs before your tenancy starts. However, when you sign for your new tenancy we may tell you about repairs we still need to do, and when you can expect them to be completed.

Will I need to insure my home?

It is your responsibility to insure the contents of your home and you should get proper cover from a reputable company as soon as possible. It is a condition of your tenancy agreement to have insurance and your Landlord can request to see a copy of your insurance certificate at any time during your tenancy. Home contents insurance should cover furniture, decorations, household goods, clothing, personal belongings, jewellery, valuables and personal money, as well as providing cover for accidental damage to the Landlord's fixtures and property. Your insurance policy should also cover any necessary hotel or alternative accommodation costs if you have to leave your home temporarily due to a major problem such as a fire or flood. Your Landlord is not responsible for providing or paying for temporary accommodation in these circumstances.

Fire, floods and accidents can be financial disasters. Spend a few moments adding up the replacement cost of your belongings – you may be surprised. If you do not insure your contents, you will have to pay for any damage or loss you suffer in the case of fire, flood, burglaries or other incidents.

It is our responsibility to insure the structure of your home but this does not include internal decoration or your belongings. If the structure of your home was damaged by an accidental fire or flood we would cover the cost of any repair work that is needed, **not** including decoration.

Dangerous or flammable substances should not be kept in your home and may invalidate insurance cover. Insurance cover may also be affected if you are away from your home for long periods. Please notify us if you are away from your home for more than four weeks to ensure that our insurance cover is not reduced.

Laminate flooring

Please be reminded when you are choosing your new flooring, that laminate or hardwood is **not** permitted in **upper floor apartments** as a precaution against noise transference to those in the ground floor or lower floor flats.

If you are in a ground floor apartment or any other type of property and choose to have hardwood or laminate flooring, the Commissioners wishes to emphasise that this decision is taken entirely at your own risk, as should repairs and maintenance which require access to the floor or underfloor area, such as electrical or plumbing services, be necessary at a later date your Landlord will not be responsible for replacing or reinstating the laminate or wood flooring.

Reinstating carpeting is a relatively straightforward operation, however, with laminate flooring, lifting and relaying the flooring can affect the appearance and performance of the floor.

New Build Properties - although the properties are handed over to the Landlord for letting, there still remains a period of one year, during which they are monitored by the contractor, the Commissioners and Tenant for any problems and defects which may arise. Should these issues involve services (electricity, plumbing or heating) which are under the floors, this may involve disturbing floor coverings.

Paying your rent

- Pay your rent when it is due;
- Let us know if you go away for any length of time;
- Contact us immediately if you have a problem paying your rent; and
- Tell the housing officer about any changes in circumstances which may affect the amount of rent you pay e.g. new lodgers

How is my rent set and who sets it?

Your rental charge is made up of rent and rates. The Department of Infrastructure sets the rent you, and all other Local Authority tenants, will pay. The rent is set on a points system which takes into account such things as the size and quality of your property, the amenities that you access such as off road parking, private gardens and thermal efficiencies and the number and size of bedrooms. Your Local Authority set the local rate. Your rent is increased annually every April. The Council of Ministers agrees the annual public sector rent increase.

How do I know how much rent to pay?

When we agree your tenancy we tell you how much the rent is, and when you should start to pay. When you start your tenancy we give you a rent card which also shows the amount you should pay. Please try to use this card every time you pay your rent, but we will accept rent without it.

Please Note: If you are in arrears or on an agreed repayment plan then you will need to continue paying your rent until your account is up to date.

The amount of rent you pay is currently reviewed at the end of each financial year. A letter advising you of your new rent will be sent to you by early March each year.

How can I pay my rent?

You must pay your rent and any other charges on time. Your rent is payable weekly in advance on Mondays, but you may pay every two weeks or monthly if you prefer **as long as your account is paid in advance**. You can pay your rent in a number of different ways.

- Direct from your bank or building society account by Direct Debit. When you sign a Direct Debit mandate this allows the amount taken from your bank account to be adjusted automatically (after we have written to tell you) when your rent increases or decreases.

- It is important to make sure that there is always enough money in your account when the payment is due otherwise your bank will refuse to pay the Direct Debit and will usually charge you for the failed payment. If the payment is not made as arranged, your rent account will be in arrears in breach of your tenancy agreement.
- Paying rent by post - Never send cash through the post. You should send a cheque or postal order along with your rent card which will be returned to you. As above, please make sure that you have sufficient money in your account to cover the cheque as the Department reserves the right to refuse to accept cheque payments from tenants where previous cheques have 'bounced'.
- Paying your rent direct from your Benefits – If you are on Income Support or other benefits, you may be able to pay your rent directly from your benefit. Contact the Housing Officer or the Social Security for advice on this method of payment.
- Paying your rent by debit card – Please contact the Commissioners office on 852808.

I am having difficulties in paying my rent, what should I do?

It is most important that you contact us as soon as you can if you are having problems in paying your rent. We will arrange to discuss the matter with you in private, and will be able to suggest the best methods of clearing any arrears.

Remember that arrears can start off small when the occasional payment is missed but they build up quickly. If your account remains in arrears or if you are a persistent late payer we will take action to recover the rent you owe us.

Please Remember, if you are having difficulties paying your rent:

- Speak to the Housing Officer or the Finance Officer
- Get advice, for example, from Citizen's Advice or the Office of Fair Trading; and
- Continue to make regular weekly payments, **no matter how small they are**

What happens if I do not pay my rent?

If you find yourself in arrears, or are having problems in making your rent payments, we will always be sympathetic to your position, and you should contact us for help and advice as quickly as possible. If you do not pay your rent, members of the Housing Team will contact you by letter and/or telephone to request that you clear your arrears and remind you of your obligation to keep your payments up to date.

- If you fail to respond or do not make satisfactory arrangements to clear the arrears, you will be sent a final reminder. Failure to respond to this within seven days will result in a Notice to Quit and your arrears being referred to our Advocates for legal action to re-possess your home.

If you have previously been in arrears and have already been through this process, you may automatically get sent a Notice to Quit if you have failed to keep up payments on any agreement to clear your arrears.

If you do not make arrangements to clear your arrears or they continue to increase we will have no alternative but to take legal action against you and you will be in danger of losing your home.

In addition, any legal or administration costs incurred whilst pursuing our claim against you may also be charged to you.

REMEMBER: Ask for help before your debt gets too large.

We will work with you to help resolve your financial difficulties so that if at all possible you do not have to leave your home.

How can I deal with other debts?

If you are having problems keeping up with other payments or debts, you should get help as quickly as possible. The Office of Fair Trading has a Debt Counselling Service and can be contacted on Tel. 686510. The Citizens Advice Service is also available to help and can be contacted by telephoning 626863.



Do not ignore the problem. The sooner you get help the easier it will be to sort things out. Your tenancy is a Fixed Term Tenancy and a history of rent arrears and other breaches of tenancy may mean that your tenancy will not be renewed even if you are still eligible for public sector housing.

You can also help yourself by following a few simple steps to work out a budget (see page 42).

Add up all the money you have coming into your home each week or month. Work out over the same period of time all the things you spend your money on. You must make sure that you include all essential items such as food, electric, gas/oil, rent, and any other regular payments.

Take what you spend away from what you have coming in. The amount left is what you can spend to pay off any other debts.

Repairs, Maintenance and Alterations

Both you and your Landlord are responsible for looking after your home. We are responsible for most of the repairs but you are responsible for the general upkeep and for decorating the inside of your home. You must take care of your home and report any repairs or faults immediately.

What repairs am I responsible for?

Your tenancy agreement sets out your responsibilities for repair. In general you are responsible for:



- Anything that belongs to you
- Decorating the inside of your home (**if you smoke in your home, you will be required to decorate more regularly if the rooms are subject to nicotine staining**).
- Re-glazing of windows and doors if broken
- Washing machine plumbing and fittings
- The door bell, letter box and door number/nameplate
- Replacing light bulbs/fluorescent tubes in your home including bulbs on gas/electric fires
- Fixtures and fittings such as curtain rails and coat hooks
- Clearance of blockages in drains, waste pipes and toilets caused by lack of care (e.g. fat, cotton wool etc.)
- Sweeping chimneys, and removing chimney obstructions due to tenant neglect
- Replacing sink plugs and chains
- Internal door fittings (including adjusting doors for carpet fitting)
- Outdoor sheds and fitting clothes posts and lines
- Replacing locks and lost keys/gaining access if you lose keys
- Replacing toilet seats and flushing handles
- Repairing/renewing gate catches
- Replacing batteries in smoke alarms (except in sheltered housing)
- Minor repairs to kitchen cupboards and drawers
- Minor repairs to floor tiles and tiled fire surrounds
- Repairing or renewing fire grates, all night burners, and electric fire elements
- Supply or renewal of dustbins
- Keeping the property in good condition internally

If, for special reasons, you are unable to carry out any of these tasks, for example if you are elderly or have a disability, please discuss this with us. We may be able to suggest special arrangements.

Where restricted window hinges or integral window restrictors are fitted, please do not disable them as there may be a danger of accidentally falling out - they are fitted for a reason - they are a safety feature to restrict the amount that a window can be opened.

What repairs are the Commissioners responsible for?

Your Landlord's responsibilities are also contained in your tenancy agreement. In general terms we are responsible for maintaining the structure and exterior of your home, its main services, and the communal areas in blocks of flats.

For example we will keep in repair:

- Window frames and external doors
- Plumbing
- Heating systems including annual service and safety check
- Kitchen units
- Internal walls (plastering)
- Floors
- Roofs
- Installations for the supply of water, gas, electricity, sanitation
- Communal equipment, including lifts, heating plant and lighting of communal areas

Can I be charged for any repairs that you are responsible for?

Yes, if you (or your family or visitors) damage or neglect your home, we will charge you for the cost of repairs. If there is evidence that the damage has been caused deliberately, you must pay for the cost of the repair before we can place an order for the work and we may take legal action.

Reporting your repair

You can report your repair:

- In person at the counter at Braddan Commissioners office;
- Via the Housing Officer when you see them on your Estate;
- Over the phone to a member of the staff on 852808; or
- In writing or by email braddan@braddan.im

Please give us as much detail as possible. Once reported, you will be sent a repair receipt, with a reference number which you can quote if you have any queries.

How soon will my repair be done?

This depends on the type of repair reported;

Emergencies: where a vital service has broken down and is likely to cause risk to you, your family or neighbours, your home or your belongings. This will be made safe within 24 hours.

Examples may include:

- Total loss of water supply
- Major water leak (which is causing a flood)
- Toilet blockage or toilet not flushing (where there is no alternative toilet)
- Blocked flue to a boiler or open fire
- Total loss of electric power

Urgent repairs: are those that can wait without causing major inconvenience. These will be done no later than seven calendar days after they are reported.

Examples may include:

- Blocked sink, bath or basin
- Toilet blockage where there is another wc in the dwelling
- Broken sanitary fittings when they can no longer be used
- Overflows and taps continually running
- Extractor fan in kitchen or bathroom not working



Routine repairs: are those that can wait without causing inconvenience to the tenant. These will be done within one calendar month.

Examples may include:

- Heating replacements
- Leaking gutters
- Roof leaks to garages or outbuildings
- Window and roof repairs (where they are not leaking)
- Fences and gates
- Boundary walls

Deferred works: occasionally some repairs may be delayed for a period of time, this may be because we:

- Are aiming to get better value for money by putting together a number of the same type of jobs, for example, fencing repairs
- Are limited by our repairs budgets for that year and need to delay the non-urgent repair for a given time period
- Are unable to undertake certain jobs in some seasons, such as tree lopping and repairs to concrete paths

Annual maintenance: all gas and electric appliances, mechanical and electrical equipment provided by us are serviced each year.

Planned maintenance: certain works are done on a rota basis so that a group of properties can all have the same work done at the same time.

In planning work this way we are able to save money and be more efficient. This means that works falling into this category will take longer than the timescales mentioned above.

Examples of planned works are: external decoration and repairs and internal decoration to communal areas.

Maintaining Communal Areas

Keeping shared areas in good repair

Communal areas include:

- Entrance areas
- Stairs
- Stair Lifts
- Gardens/grassed areas
- Drying areas
- Paths within the boundary of the flats
- Communal windows
- Fire alarm systems

Communal areas will be kept:

Clean and tidy

Safe and secure

Well kept

Easily accessible

Fit for people to enjoy

To achieve that we will:

Ensure communal areas, are regularly cleaned and maintained to agreed standards.

We are also responsible for repairs to communal areas to blocks of flats including stairs, doors entry systems, communal lighting, landings, communal windows, courtyards and external buildings.

If you live in a block of flats and notice that a repair is needed, you should report it to us as soon as possible.

Please note: under the Public Health (Tobacco) Act 2006, and the No-Smoking Premises Regulations 2007, it is an offence to smoke in communal areas or knowingly permit smoking there" maximum fine of £5000.

Braddan Parish Commissioners is obliged as having control of the premises to conspicuously display warning notices "in, on or near no-smoking premises so as to be visible to and legible by persons and persons approaching the

premises...stating that the premises are no-smoking premises; and that it is an offence to smoke there or knowingly permit smoking there” .

Who will carry out my repair?

In all cases we use outside contractors.

Who is responsible for taking care of my garden?

You are responsible for making sure that your garden is kept neat and tidy. If you cannot do this because you are elderly or have a disability, we may be able to help you. If you fail to maintain your garden without good reason, we may take legal action against you or do the work and charge the costs to you.

Rubbish disposal

Braddan Commissioners is responsible for removing household rubbish. If you have bulky items to dispose of, we will remove them for a small fee. However, fridges and freezers will incur an additional charge for degassing and disposal.

If you allow rubbish to build up so that it causes a health hazard, the Commissioners may arrange for its removal and charge you with the cost. If rubbish, or unwanted household items, are left in your property at the end of your tenancy we will also charge you for clearing them.

Can I put up a satellite dish, wireless or television aerial?

If you need to erect a satellite dish, wireless or television aerial you will need to write to us for permission. Please do not erect your dish or aerial and then ask for permission. Satellite dishes, wireless or television aerials should not be fastened to chimney stacks.

Trampolines

You need permission from the Commissioners before you erect a trampoline in your garden. Trampolines can only be placed in the back garden, away from public view. It must be securely anchored down and have safety nets – open type ones are not allowed as they can be dangerous, children have been known to fall off and hurt themselves. The trampoline must be of a reasonable size in relation to the available space in your garden i.e it should not occupy more than one third of the available space.

Alterations to your home

You must not make any alterations (including improvements) to your home without first obtaining our permission. Permission will not be unreasonably withheld, unless the alteration will make your home less safe, cost us money to maintain, or reduce the value of the property. You will also need to comply with planning requirements and building regulations if applicable. You should also consider the fact that you are on a Fixed Term Tenancy which will expire in five years and is not guaranteed to be renewed. As such any money you choose to spend on the property is at your own risk.

What is counted as an alteration?

Examples include:

- Changes to your kitchen or bathroom fixtures and fittings
- Knocking down any walls either inside your home or in the garden
- Changing fixtures and fittings that relate to water, gas or electricity
- Installing or moving an oil tank
- *Installing central heating or changing a central heating boiler
- Changing windows and external doors
- Erecting sheds or greenhouses or other structures in the garden
- Creating a pond in the garden
- Constructing a dropped kerb and hardstand for vehicles creating off road parking/private driveway
- Putting up any external aerials (e.g. CB, TV or satellite)
- Fitting additional locks
- Erecting conservatories or porches

Will my rent increase if I carry out alterations to my home?

We will not increase your rent as a result of you undertaking alterations to your home at your cost **except** for off road parking/private driveway which is chargeable under the rent restructuring.

Will I have to leave the property as I found it when I move out?

We will arrange to inspect your home and assess the condition, durability and safety of any alterations you have made. If the alterations fail to meet our standards you will be asked to rectify the problem or restore the property to its original condition. If we have to carry out these works, you will be charged with the costs.

Nuisance and Harassment

Nuisance and harassment is behaviour that prevents you, or your neighbours, from living peacefully in your home.

Nuisance is behaviour that annoys one or more households.

Harassment is unacceptable behaviour that is directed at a particular person or household. It can be violence, or threats of violence, that may be verbal or physical. It includes attacks on people and property, and can include:

- Damage to property;
- Physical assault;
- Abusive graffiti;
- Unwanted or unwelcome sexual comments; and
- Abusive language directed at someone because of his or her race, religion or sex, or for any other reason.

Remember, you will not only be breaking your tenancy agreement but you could also be breaking the law if you cause a nuisance or harass someone. If that is the case, you may be prosecuted by the police.

What happens if I disturb my neighbours?

You must make sure that you do not cause damage or become a nuisance to your neighbours (E.g. excessive noise levels)

In particular this means;

- **No drugs**
- **No criminal activity**
- **No violence or threats of violence**
- **No late night parties, loud music etc.**

If you are the subject of a complaint from your neighbours, the matter will be fully investigated, and if proven, immediate action will be taken to institute legal proceedings. This could result in you and your family being evicted from your home.

What can I do to avoid disturbing my neighbours?

- Treat your neighbours as you would like to be treated.
- If you know that there will be some noise in your home, for example if you are having a party, let your neighbours know beforehand, or why not invite them to the party.
- Do not carry out noisy work on your home late at night or early in the morning.
- Do keep the volume of your television and music systems at a reasonable level at all times, and not so loud that people outside your home can hear them.
- If you have a dog, you should keep it under control and not let it bark continuously.
- If your house or car alarm goes off, deal with it as quickly as possible.
- Do not sound car horns or rev your car engine, especially late at night.
- Co-operate with your neighbours over parking arrangements or if they ask you to reduce the noise.
- Keep your garden tidy and free from rubbish.
- Ask children and visitors to try not to disturb the neighbours

Remember

- You are responsible for the behaviour of your children, anyone else who lives in your home and any visitors.
- Noise and vibrations travel easily through walls, floors, and doors, especially in flats.
- In the first year of your tenancy, we will visit you to check that you are being a good neighbour and help you if you have any difficulties. But don't wait for the visits if you have any problems.

What can I do if I experience neighbour problems?

It is always best to try to sort out disputes between yourselves. Ask whoever is causing the problem to stop. They might not be aware that they are causing a problem. Allow time for the situation to improve.

If you cannot solve the problem, you can explain what has happened to us and we will try to help. However, you must realise that if we are to act effectively we will usually have to involve you and that it may not be possible for your complaint to be kept anonymous.

You should contact the police if you think anything criminal has happened.

My neighbour is harassing me, what should I do?

We will not tolerate any form of harassment. We take all cases of nuisance and harassment seriously and will thoroughly investigate all reports. Action will be taken against any tenants found to be responsible for harassment and this could result in them losing their tenancies. All cases will be dealt with swiftly and sensitively. We have produced a leaflet dealing with neighbour problems which also includes a log for recording purposes. Please ask for a copy if necessary.

Can I store firearms at the property?

You must not keep or store, or allow any other person occupying the property to keep or store, any firearm in the property without the written consent of the Department previously obtained in writing. The Department will give consideration to granting consent only where the Tenant holds a Firearm Certificate for the firearm and where the firearm can be properly stored at the property so as to comply with the provisions of the Firearms Act 1947 (as amended).

What can I do if I witness crime or vandalism?

Please contact the Police. If you witness our property being vandalised, please contact the Police, but also let us know as we may wish to take criminal action against the perpetrators.

Keeping pets

Can I keep a pet?

You are allowed to keep pets with written permission from the Commissioners.

Our definition of pets is dogs, cats, small caged birds (not pigeons), rodents, rabbits, non-poisonous insects and small non-poisonous reptiles or fish.

- You may keep a pet unless you are living in a scheme with more than four flats in the block. If this applies, tenants can only keep small caged pets. You must ensure that you keep your pet under control so that it does not disturb, annoy or cause a nuisance to neighbours or visitors. In the case of apartments with both communal entrance access and shared gardens, pets will not be permitted.

Nuisance can include:

- Allowing your dog to foul public footpaths or shared areas;
 - Allowing your pet to stray;
 - Letting your dog bark for a long time; and
 - Allowing your pet to become out of control
- You must not keep an animal other than one in the list above.
 - You are responsible for the repair of any damage caused to your home by your pets.
 - Breeding animals at your home address is not permitted without the specific agreement of the Commissioners. Permission will only be granted if this activity can reasonably be accommodated at the address and will not cause nuisance to your neighbours.

When the Commissioners gives you permission to keep a dog you will be expected to sign an agreement which asks for some information about your dog and sets out your responsibilities as a considerate dog owner.

Any permission granted is for the dog that you applied for at the time and does not apply to any additional dog or replacement dog at some time in the future.

Moving home

Many tenants find that at some stage they need to move to a new home. This may be because their home is too big or too small for their needs or because they have a medical or social reason for a move. There are several options available to you, but you must have been a tenant in your current home for at least 12 months.



Transfer to another Commissioners property – you will need to fill in a transfer list application form available from the Housing Office. A transfer will only be allowed if you have a genuine reason, such as medical need, for wanting to move and not just a desire to live somewhere else. An inspection of your home will need to be carried out.

Mutual exchange with another Commissioners tenant or another Local Authority tenant – you will need to complete an application form available from the Housing Office or you can download the form from our website at <http://www.gov.im/DOI/housing/public/exchanges.xml>. You can also view the houses available for a possible exchange on this website but a copy of list is also available from the Housing Office.

You must not exchange your property with another tenant without permission from the Landlord/s as you will no longer have a valid tenancy agreement for your home. A £20.00 administration fee is applicable if you wish to register your home for exchange on the website.

Can you refuse permission for me to carry out a transfer or exchange?

We can withhold permission if:

- You have outstanding rent arrears, or arrears for gas, electricity or other services
- A property inspection indicates that your current property is not in an acceptable condition, or repairs and improvements that you carried out have not been made good to our satisfaction
- The properties would be overcrowded or substantially under occupied
- One of the properties is unsuitable because it is accommodation designed for elderly people or has been adapted for use by a person with disabilities and no such person is in the new household
- A tenant is subject to legal proceedings by the Commissioners

How long will I have to wait for a transfer or exchange?

It is difficult to say how long you will have to wait. We have to consider:

- The availability of suitable properties;
- How long you have been waiting; and
- The specific needs of other tenants awaiting transfers
- Our aim is to provide you with a decision within 28 days of your application; but please be patient as there is a lot of paperwork involved.

Moving out

This section tells you what you must do before you move out of your home and what happens during the notice period

What should I do if I wish to terminate my tenancy?

If you wish to end your tenancy you must notify us in writing at least 1 full week before you intend leaving your home. (Please contact the Commissioners office for an 'Ending your Tenancy form and important information). All tenancies begin and end on a Monday and all keys to your home must be returned by 12 noon on the day that your tenancy expires. If keys are returned after this date you will be charged for the next weeks rent.

Please ensure that all keys are labelled clearly with your name and address when you return them.

What happens during the notice period?

We will visit you, at home, to discuss what you need to do before you leave. During this visit we will assess what repairs/damage (if any) you are responsible for.

What condition do you expect me to leave my home in when I go?

We expect you to leave your former home clean and clear of all your personal belongings and refuse. This includes the garden and any outbuildings or sheds. Any repairs other than those due to fair wear and tear are your responsibility and if they have to be carried out by us after you leave you may be charged for them.



What do I do if I want to leave something in my home for the new tenant, for example, a carpet that is in good condition?

If you want to do this please discuss this with a member of staff who will visit you and agree what will be left. If the new tenant does not want the item and we dispose of it later we will not charge you for this.

I have handed in my notice, but I have a partner/lodger living me who wishes to stay in the property. What should I do?

You must give us vacant possession of your home – you cannot leave other people living in it when you leave. If you do we may need to take court proceedings to regain possession of your home and we may then require you to pay our costs and charges for the property whilst it cannot be rented to someone else.

Recharges

A recharge is a fee for anything that does not constitute fair wear and tear. This may be the cost incurred as a result of the Commissioners having to remove and dispose of property contents, including carpets, or the cleaning or other works required to bring the property to an acceptable standard for the ingoing tenant, i.e. badly decorated or the replacement of

missing or damaged items. There is no excuse for malicious damage and the Commissioners will seek to get full recompense for any damage caused.

Who else should I tell that I'm moving?

Remember to tell all organisations who need to know your new address. These may include:

- The Benefits Office
- Electric/gas/telephone/insurance/banks and credit companies
- Social Services
- Schools/libraries
- TV Licensing
- GP, Dentist etc.

You should also make arrangements to redirect your mail. This can be arranged with the Post Office.

HELPFUL ADVICE

What should I do if I smell gas?

- Turn off the gas supply immediately
- Contact the gas emergency service
- Extinguish all cigarettes
- Do not use matches or naked flames
- Do not use electrical switches
- Open doors and windows
- Check if a gas tap is on and turn it off
- Let us know what has happened

Carbon Monoxide

Carbon monoxide poisoning can happen if;

- A gas appliance is not working properly;
- The appliance wasn't put in properly;
- The appliance has not been checked for safety and maintained regularly;
- There is not enough fresh air in the room; or
- Your chimney or flue gets blocked

Signs that indicate a problem

You should look out for:

- Yellow or orange flames
- Soot or stains around the appliance; and
- Pilot lights that regularly blow out

Early symptoms can include:

- Tiredness;
- Drowsiness;
- Headache;
- Chest pains; and
- Stomach pains

Important safety issues

- Never use an appliance if you don't think it is working properly
- Never cover an appliance or block the air vents
- You should keep any fixed ventilation grills or air blocks clear
- Never block or cover outside flues

Solid Fuel

- Make sure that your chimney is swept at least once a year. If you burn wood regularly you should get your chimney swept twice a year to reduce the risk of a chimney fire.

The use of portable gas heaters is illegal in flats, and should not be used in other types of home as they cause excessive moisture and condensation

How can I minimise the risk of electrical problems in my home?

You should ensure that you:

- Do not overload your sockets
- Do not take electrical appliances into the bathroom
- Do not plug electrical appliances into light fittings
- Do not use a socket or light switch that is cracked, damaged, or charred
- Have frayed flexes and damaged cables replaced by a qualified electrician
- Pull out plugs on appliances that are not in use
- Check that fuse sizes are appropriate according to manufacturer's instructions
- Report any electrical faults immediately

You can reduce the risk of fire by:

- Using a fire guard in front of all fires
- Not airing clothes near a fire
- Putting matches out of children's reach
- Never leaving chip pans unattended
- Closing doors at night to reduce the spread of fire
- Ensuring that smoke alarms are properly maintained



What to do in case of fire

- **Evacuate the building**
- **Close all doors behind you**
- **Call 999 for the Fire Brigade**
- **Alert your neighbours**
- **Do not go back into the building**
- **Inform us if a fire occurs in your home**

How to avoid burst pipes

- During cold weather try to keep your home reasonably warm at all times, particularly where water pipes are close to outside walls
- If you are away from home and do not want to leave your heating on, turn off the stopcock, turn on the cold taps in the bath and sinks and flush the toilet to empty the system. Remember to turn these taps off before you turn the main stopcock on again. If you are away from home for longer periods, you should also turn off the boiler and drain the hot-water system by turning on the hot taps.

What should I do if I have a burst pipe?

- Turn off the main stopcock immediately
- Turn on all the cold-water taps
- Turn off the central heating, boiler and immersion heater
- Inform the Commissioners as soon as possible

Condensation

Condensation is caused when warm moist air comes into contact with cold surfaces such as windows, walls, floors, or ceilings. You can tell condensation from other kinds of dampness by the black mould which grow.

If your home has condensation, you can reduce this by doing the following:

- Leave some heating on in cold weather. Most homes take quite a long time to warm up and it may cost more if you try to heat your home up quickly in the evening rather than leave your heating on low for a longer period.
- When you are cooking keep the kitchen door closed and the window open to allow good ventilation. Keep the lids on cooking pans as much as possible.
- Do not dry clothes indoors without enough ventilation.
- Keep the bathroom door closed after you have had a bath and open the window for ventilation.
- If you have a tumble dryer, remember to ventilate the dryer directly to the outside to avoid a rapid build-up of moist air in the home.
- Do not use portable gas or oil heaters as they produce a lot of moisture.

Crime Prevention

Help protect yourself and your home by taking a few simple precautions.

- Always lock your doors and windows when you go out
- Don't leave notes on your door saying you are out and when you will be back
- Never leave valuables lying around
- If you are out late or at night try to leave a light on where it will be visible from outside, e.g. hall or landing
- Beware of strangers calling, especially if they ask to enter your home, and always ask for identification if you do not know the caller – if you have any doubts, call the police
- Ask the police if there is a Neighbourhood Watch Scheme in your area.

The provision of equipment and/or housing adaptations

Is there any help available if I am having problems with everyday things like bathing or managing the stairs?

From 1 April 2012 all applicants regardless of tenure requesting specialist equipment and/or a housing adaptation will be subject to a financial assessment determining eligibility. In some cases you may be asked for a contribution towards the cost of the approved works. Financial eligibility will be determined by the Public Estates and Housing Division you will be notified of how much you will be expected to contribute.

If you are having difficulties you can contact your doctor or social services first and tell them what your difficulties are and they will arrange for an Occupational Therapist to visit your home and assess your needs. Alternatively, you can call the Scheme Manager on 686183 to discuss the application/assessment process further and make a referral to Occupational Therapy (OT) through them. Following assessment by OT, it may be determined that your needs can be met by the provision of portable equipment (such as; specialist seating) provided by OT without the requirement for more complex equipment.

Your clinical or social work team will make recommendations to the Commissioners following your needs assessment, and if complex equipment (stair lifts, complex ramping, ceiling track hoist) or alterations to your home (shower/wet room adaptations) are necessary your financial eligibility will be assessed.

Some minor alterations or simple equipment may be free of charge for example grab rails, banister rails, simple ramping.

We also have a number of properties that we have adapted over the years and when these properties become empty, wherever possible we let them to people who need extra help.

****Please be aware, if a need can be met by offering alternative accommodation rather than adapting the existing property this may be offered by the Landlord****

Housing and services for older people

I am of retirement age and would like to move to a smaller home. What are my options?

There are a number of options for you to consider. Firstly, you need to decide what type of accommodation and services you would like. You may be considering a move to sheltered housing or simply a move to a smaller home. Once you have made your decision you will need to do one of the following:

- Apply to go on the transfer list for a move to a smaller house, bungalow or flat in our general housing stock. The Commissioners has a number of small Schemes within our general housing stock which are dedicated to the housing needs of older people. If you would like more information about this option please contact the Housing Officer for advice.

- Register for the waiting list for sheltered housing. The Housing Officer can provide you with the contact details of the Sheltered Housing Provider who are responsible for the management of local sheltered housing stock.

What is sheltered housing?

Sheltered housing is a specialised type of accommodation and service which enables older people to continue enjoying life in the community as independently as possible, with the benefit of friendship, support, and communal facilities. There is also an alarm call system, which allows residents to contact help if there is an emergency.

Wardens provide direct support by contacting all tenants once a day, Monday to Friday.

- To help tenants live independent lives
- To be aware of tenants' individual needs and arrange help if required
- To welcome new tenants
- To be responsible for the administration of the scheme and its security
- To deal with emergencies
- To establish good links with the community for the benefit of tenants

If you would like more information on sheltered housing please contact the Housing Officer.

How to complain

The Commissioners aims to provide high quality services for all our customers. We may not be able to please on every occasion and want to be aware when people are dissatisfied with the service received. If this happens we need to know so that we can put matters right. To let us know you may

- Contact us by telephone or in person
- Write to us

Data Protection Statement

We need to collect your personal data to help us provide the services that you want. Sometimes we collect personal data for one service and need to use it to give you another service. Sometimes we collect it because the law says we must, and we may also use it for the prevention and detection of fraud.

We will keep your personal data safe and secure. We will not share it with other organisations without your knowledge, unless we are required by law to do so.

The Commissioners is a data controller required to notify under the Data Protection Act 2002. Our notification number as currently held on the Data Protection Registry is N000761 and you can view the registration at the Office of the Data Protection Supervisor.

The Data Protection Principles

The Act is based on eight legally enforceable principles that organisations and individuals must apply when they process your personal data. The Act states that all personal data must:

- be processed fairly and lawfully
- only be obtained and processed for specified and lawful purposes
- be adequate, relevant for the purpose and not excessive
- be accurate and, where necessary, kept up to date
- not be kept longer than necessary
- be processed in accordance with the data subject's rights
- be kept secure
- not be transferred to other countries without adequate protection for the rights and freedoms of the data subject

What is personal data?

Personal data is any data which, on its own or referenced against other data held by the organisation, can be used to identify a living individual.

This includes all the obvious details the Commissioners might hold about you like name, address, rent payment records, etc.

It might also include expressions of opinion about you and the Commissioners intentions towards you. Some data can be personal even if it refers to more than one person, like joint tenancies, etc.

What does processing personal data mean?

Processing personal data includes collecting, storing, accessing, changing and destroying any information about you. The amount of personal data we have about you and how we process it depends on which services you use.

Sometimes we collect personal data for one service and need to use it to provide you with another service. Sometimes it will be necessary to share information with other parties such as health professionals and social services; for example, if you have special housing needs, but we will always try to tell you if we share your personal data.

Occasionally we take photographs of people using our services or attending public events, for promotional leaflets or other publicity purposes. If you can be identified from this type of photograph we will explain why we want it and ask for your consent beforehand.

We may use the information you give us when you use our services for research or statistical purposes and to help us plan for the future, but we will not include any personal data in our reports and plans.

Who processes my personal data?

The Commissioners and employees can access and process your personal data for their official duties, but only the data needed for a specific purpose. They must not disclose your personal data to anyone else without your knowledge, unless they are legally obliged to do so.

You can write and ask us to stop processing your personal data at any time. You must explain what processing you want us to stop and why. However, where information is being processed for contractual purposes, such as tenancy agreements, or for carrying out our statutory functions, the law may allow us to continue to process your data without your consent, but we must reply within 21 days to let you know what we have done about your request.

Can I see my personal data?

The Data Protection Act gives you a general right of access to personal data that relates to you. Access requests must be made in writing; with enough information to locate the data requested and proof that you are the data subject.

You may have to pay a fee of up to £10 but we will confirm this when we receive your data subject access request.

Data controllers like the Commissioners must respond within 40 days confirming:

- a description of the personal data
- why the data is held
- who else the data might have been given to
- a copy of the data
- an explanation of any technical terms or abbreviations
- any information about the original source of the data

We can withhold some data if it refers to other people who have not consented to disclosure, if disclosure might cause serious harm to you or anyone else, or might prejudice crime prevention or court proceedings. Even if we cannot provide you with copies of the data, we will confirm what type of data we hold and why we hold it.

Can I see personal data about other people?

You only have the right to access your own personal data. You do not have the right to access personal data about other members of your family, your friends or your neighbours unless

- you have written proof of your authority to act on behalf of someone else

Even if you meet this requirement we may need to ask you for more information before we reply or refuse access because of our duty to keep personal data confidential.

Obtaining personal data from sources at the Commissioners for an unauthorised purpose or unauthorised disclosure to a third party are offences under the Act.

How can I be sure my data is accurate?

The best way to be sure is to let us know about any changes in your circumstances that might affect the services we provide to you.

Under the Data Protection Act the Commissioners must try to keep your personal data accurate and up to date. If you think that your personal data is incorrect you can write telling us why and asking us to correct the data. We must reply within 21 days to let you know what we have done about your request.

If we agree that your personal data is incorrect we will put this right. If we do not agree we will add a note to your file that you disagree with our version of the data.

We can also add a note to any file containing data about you (including opinions or accusations) received from a third party if you think it is incorrect or inaccurate.

How can I be sure my data is secure?

The Commissioners has in place security protection measures on information held. Common procedures are implemented across Local Government, and staff undergo security awareness training.

Further Information

If you have any questions about your rights under the Data Protection Act 2002 or need help to make a subject access request please contact the Information Commissioner, First Floor, Prospect House, Prospect Hill, Douglas, Isle of Man, IM1 1ET; Tel. 693260; E-mail: ask@inforights.im; website: <https://www.inforights.im> . A summary of your rights are available from the IOM Government website; <https://www.gov.im/about-the-government/data-protection-gdpr-on-the-isle-of-man/data-protection-for-individuals/>

Further information and guidance about the UK's Data Protection Act 1998, upon which the Island's Data Protection Act 2002 is based, and GDPR can be obtained from the UK Information Commissioner's website at <https://ico.org.uk/>

Useful Contacts

	Braddan Commissioners	Tel. 852808
Debt Counselling	Office of Fair Trading	Tel. 686510
Family Support/ Social Worker	Social Services	Tel. 686179
Citizen's Advice Service	Douglas Branch Promenade Church, Loch Prom, Douglas Friday 10a.m. – 3p.m.	Tel. 626863
	Southern District Southlands Residential Home, Castletown Road. Port Erin. Friday 10.30 a.m. – 12.30a.m.	Tel. 833976
	No. 4 Bourne Concourse, Peel Street, Ramsey Monday 10a.m. – 1p.m (24hr answerphone) Wednesday, Thursday 1p.m. – 4p.m. Friday 10a.m. – 4p.m	Tel. 813466
Social Security of the Treasury	Income Support	Tel. 685094
	Income Support (pensioners)	Tel. 685084
	Employed Persons Allowance	Tel. 685092
	Child Benefit	Tel. 685107
	Incapacity Benefit	Tel. 685105
	Disability Benefits	Tel. 685104
Manx Housing Trust	Flat 2, 21 Derby Square, Douglas	Tel. 626226
Women's Aid (Refuge)		Tel. 677900
Alcohol and Drug Service	(counselling and advice)	Tel. 617889

Budget Planner

Use the form below to make a list of all your **regular** income and all of your outgoings or expenses.

Add each list up and minus your **Total Outgoings** from your **Total Income**.

The amount you are left with is what you can afford to spend on other things.

(You can work this out either weekly or monthly depending on how you receive your income, but don't forget to budget for things like your car tax and insurance even if you pay them annually)

Income	Work - You	£ _____
	Work - Your Partner	£ _____
	Pension - You	£ _____
	Pension - Your Partner	£ _____
	Benefits	£ _____
	Child Maintenance	£ _____
	Other	£ _____
	£ _____
Total Income		£ _____

Outgoings	Rent and Rates	£ _____
	Electricity	£ _____
	Gas/Oil	£ _____
	Coal	£ _____
	Food	£ _____
	Telephone (Inc. Mobiles)	£ _____
	Petrol	£ _____
	TV Licence	£ _____
	Household Insurance	£ _____
	Car Insurance	£ _____
	Life Insurance	£ _____
	Car Loan	£ _____
	Other Loans	£ _____
	Hire Purchase Payments	£ _____
	Childcare	£ _____
	Other	£ _____
.....	£ _____	
Total Outgoings		£ _____

	Total Income	£ _____
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<i>Minus</i>	Total Outgoings	£ _____
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=	Disposable Income	_____
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