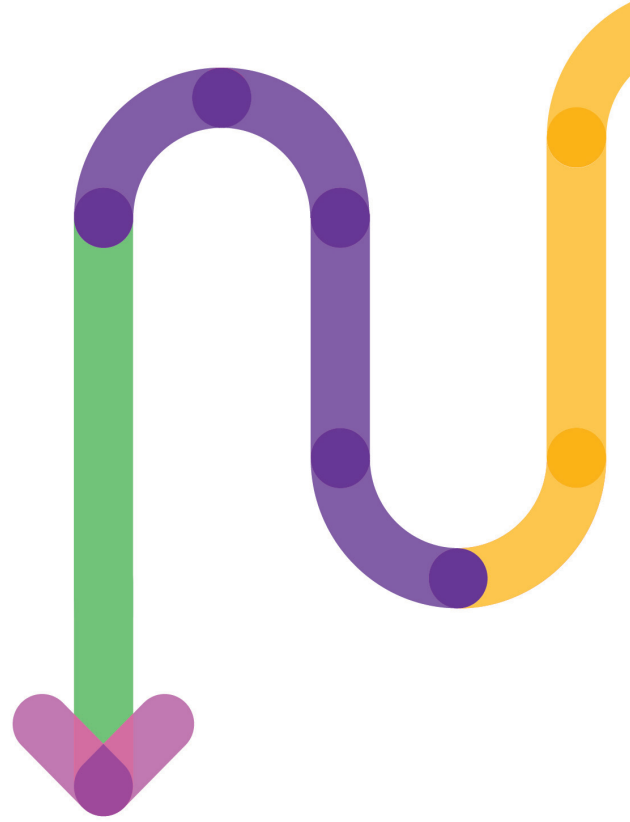




BERRY BROOK  
HOMES



# Guide for tenants of key worker accommodation at Peach Place, Wokingham

A HOME TO CALL YOUR OWN ...

**3** Welcome greeting and organisational history



**4** Your tenancy agreement



**10** Your rent



**13** Maintenance and repairs



**20** Living in your home



**25** Your neighbourhood



**28** Your feedback



**32** Contact us



# Welcome to your new landlord Berry Brook Homes

**We are a housing company owned by Wokingham Borough Council (WBC). Berry Brook Homes provides social and affordable homes to rent, and shared ownership properties to part-rent/part-buy, for families and individuals across the Wokingham borough.**

As a totally council-owned company, our income from rents is ploughed straight back into the provision of more new affordable housing, or to fund other much needed council services like schools and social care.

Berry Brook Homes is governed by an independent Board of directors who are accountable for setting the strategic and financial direction of the company. The Managing Director and supporting staff of the council's two housing companies manage the organisation's day-to-day running and affairs.

**WELCOME**



# Your tenancy agreement

**Your tenancy agreement is an important document that forms a legal contract between you and Berry Brook Homes. It confirms your tenancy with us and sets out your rights and responsibilities as a tenant, as well as ours as a landlord. Your tenancy agreement is written in line with current law and legislation, and it is your responsibility to ensure that you abide by the terms of the agreement because, by signing it, you have legally agreed to do so.**

Your tenancy will be for a 12 month fixed term which provides you with the security to stay in your home on a rolling basis. At the end of the term, we will usually renew the tenancy for a further 12 month fixed term, assuming your circumstances are broadly the same as when you moved in and you still qualify for affordable housing. We will only end your tenancy early and ask you to leave your home if you breach the terms of your tenancy, for example not paying your rent or causing a nuisance.

## **Changes to your tenancy agreement**

The only changes we can make to your tenancy agreement without your consent relate to the level of rents and service charges. For all other alterations, unless they are made as a result of new government legislation, we will consult our tenants and seek your approval.

## **Can you evict me or force me to leave my home?**

Yes, but there would have to be a good reason for doing so and there are certain legal steps we have to take if you did not leave when we asked you, including going to court for a Possession Order. As a landlord, Berry Brook Homes has high expectations of our tenants and we will evict tenants if they fail to live within the boundaries of their tenancy agreement.

## **Reasons for eviction could include:**

- You are not paying your rent
- You are harassing other people or engaging in antisocial behaviour
- You are not actually living in the property as your main home
- You are using your home for illegal or immoral purposes
- You are damaging or abusing your home
- You are running a business from home without our consent
- You gave false information in order to be housed by us

Very occasionally we may ask you to move out of your home temporarily while important repairs are carried out if we could not safely do the work with you staying in your home. If you have to move for this reason, we will offer you suitable temporary accommodation while the work is done and pay for reasonable removal expenses.

## **Making a change to your tenancy**

Please do not forget to tell us if your personal circumstances change, including any disability caused by illness or accident, relationship breakdown or financial difficulty. We want to make sure that we are giving you all the help we can to keep you in your home.

We are happy to make a name change on a tenancy, but do need an official document proving the legal change of name (e.g. marriage certificate).

## **What happens if my relationship breaks down and I split up with the person I live with?**

If you have a joint tenancy, all tenants named on the agreement have equal rights to access the home, unless a court says otherwise. We cannot remove a name from the tenancy agreement without the agreement of both tenants or a court order.

If you have a sole tenancy (where you are the only person named on the tenancy), but the relationship with the person you live with has permanently broken down, you have the right of access to your home. However, depending on circumstances, a person living with you may still have certain rights. For more information, please call us on **0118 974 6000**.

## **Can I end my tenancy?**

Yes, there are two different ways to end your tenancy before the end of the fixed term. You can give us at least one month's notice in writing that you wish to end your tenancy by surrender. If you are a joint tenant, you must all agree that you wish to end the tenancy and all sign the notice. The notice will not take effect until we have accepted your offer to end the tenancy by surrender, which we may not do if you owe any rent or other charges relating to your tenancy.

You can also end your tenancy by using the break clause as outlined in your tenancy agreement, and the amount of notice you need to give us depends on how long the tenancy has been running. The earliest you can give notice in this way is at the end of the fourth month and you will need to give us two months' notice in writing (thereby ending your tenancy six months from the start). After the tenancy has been running for six months, you can give notice of four weeks (also in writing). You do not need our agreement to end your tenancy in this way, but it will not take effect if you owe any rent or other charges relating to your tenancy.

## Moving out procedure

When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you may have to pay our legal costs.

When you leave your home you must have paid your rent, service charges and any other charges in full. Any rent arrears, service charges or other property related debts that you owe at the end of your tenancy will be deducted from your security deposit. If the deposit is not enough to cover your debt, you will be expected to pay the balance in full and we will pursue you for the outstanding amount until the debt is settled. You will not be able to live in another one of our properties at any time in the future if you owe us any debts related to a former tenancy. This is also likely to be the case with other landlords providing affordable housing, even if the debt is not owed to them.

During your notice period you must allow us to inspect your home and show potential new tenants around, provided we have given you reasonable notice that we wish to do so.

When you leave, you must take all your belongings and rubbish with you, leaving the property clean and tidy. If you leave rubbish and belongings behind, we will remove them and will charge you for doing so. It is also a condition of your tenancy that you allow our agent to inspect your home to check the inventory before you hand the keys back to us.

You must leave the property in good condition, subject to 'fair wear and tear'. 'Fair wear and tear' has been described in the courts as "reasonable use of the premises by the tenant and the operation of natural forces". Although there are no detailed or precise rules, in assessing 'fair wear and tear', we have to take into consideration things like the length of the tenancy, the number and age of the occupiers and the quality of the accommodation when you moved in. For instance, the longer the tenancy the more wear and tear it is reasonable to expect, so we will act fairly in assessing 'fair wear and tear' and will not charge you for reasonable use of your home during the life of your tenancy.

If you do not leave your home in good condition and we have to carry out additional works to those we normally do before re-letting a property, you will have to pay the cost in line with our Recharge Policy, a copy of which can be requested.

You must provide us with your forwarding address.

## Where should I hand in my keys?

You must return all keys and fobs (including keys for shared areas) to Berry Brook Homes by 12 noon on the Monday your tenancy ends.

## Can I exchange my home?

As Berry Brook Homes is not a registered social housing provider or a local authority, our tenants do not have an automatic right to mutual exchange. However, we do allow property exchanges in some circumstances, such as if the tenant has a social, medical or financial need to move, in situations of over or under occupation, or where a member of the household has a medical need which makes their current living situation unsuitable. Please contact us if you would like more information.

## Can my family stay in my home if I die?

This is known as succession. Technically Berry Brook Homes tenants do not have the right to succession. However, there are certain circumstances when we would allow your tenancy to go to another person as long as they were living with you for a period of at least one year at the time of your death.

If you are joint tenants and one of you passes away, the tenancy would pass to the remaining tenant. If you are a sole tenant, we may allow the tenancy to go to another person such as your husband, wife or partner, or another member of the household such as an adult son or daughter, another adult member of the family, or your resident carer. We assess each case individually, and if we do allow them to take over the tenancy, we may ask them to move to a more suitable property if appropriate.

Basically if your household's circumstances are in essence the same, despite the tenant named on the tenancy agreement having died, we would not look to end the tenancy. Please see your tenancy agreement for more information or call us on **0118 974 6000**.

## Assignment

You do not have the legal right to assign (transfer) your tenancy to another person, but in some circumstances, we may give our permission for this. We will not withhold our consent unreasonably, but we will need to be satisfied that any assignment would be making best use of the property as affordable housing.

## Can I have a lodger?

A lodger is someone who lives with you in your home, but is not part of your household. You must ask for our permission before taking in a lodger by filling out our lodger application form, which asks for details of the person you wish to have lodging with you. Legally you are responsible for checking that they have the right to live in the UK and therefore have a 'right to rent' under the terms of the Immigration Act 2014. We will not usually refuse permission for you to have a lodger, unless it causes overcrowding in your home or if they have a criminal record or are a registered sex offender.

If you receive any welfare benefits, you should check with the council that the rent you receive from your lodger will not affect your benefit entitlements. If it does, make sure you will still be able to pay your rent, service charges and all other charges associated with your home, including utility bills. In other words, make sure you are not going to be worse off by having a lodger.

### **Can I invite someone to live with me, without them being a paying lodger?**

Yes, this is normally allowed as long as it does not cause overcrowding and does not go against the terms of your tenancy agreement, for example they meet any age restriction criteria and they abide by the tenancy conditions. Please contact us for permission before they move in. As the tenant, you will be responsible for making sure guests and household members keep to the terms of your tenancy agreement.

### **What if I am away and not living in my home for long periods of time?**

You must use your home as your only or main home, and let us know in advance if you are going to be away from the property for longer than 28 days. If you are not using the property as your main home, we will take legal proceedings to reclaim it so we can offer it to someone else who needs it.

### **What has happened to my deposit?**

Before the start of your tenancy, you will have paid a deposit equal to five weeks' rent. This deposit will be registered through the Deposit Protection Scheme and held in an account for the duration of your tenancy. The deposit will be returned to you in full at the end of your tenancy as long as you do not owe any rent, service charges or utility costs, or charges for repairs to your property or other breaches of tenancy which we may be required to charge back to you. You will be notified in writing if we intend to withhold all or part of your deposit.

### **Check-in and check-out inventory**

An independent inventory company will carry out check-in and check-out inventories of your home, including photos, to record the condition of the property when you move in with the condition when you move out. This inventory report will inform our decision whether to deduct monies from your deposit at the end of your tenancy. Tenants are invited to provide comments on the inventory report should they wish.









# Your Rent

Paying the rent is your most important responsibility as a tenant. If you do not pay your rent, you are likely to be evicted and lose your home. You should pay your rent in advance, as set out in your tenancy agreement. You will receive a rent statement twice a year, but can check your balance at any time by calling us on **0118 974 6000**. If at any time you have difficulty paying your rent, you should contact us as quickly as possible so we can help you to continue to meet your responsibility and avoid losing your home.

## Changes to your rent

Rents and service charges are reviewed each year by the Board and, when changed, the new charges take effect on 1 April each year. We will give you at least four weeks' notice of any changes.

We calculate the maximum increase in your rent by comparing the change in the Consumer Price Index over the previous year, and then adding one percent. This is a maximum amount and will be decided by the Board, taking into account the rent levels of other landlords who provide affordable housing within the Borough of Wokingham whilst making sure rents stay affordable.

## Ways to pay

- **Direct debit** - a form is available at [www.wokingham.gov.uk](http://www.wokingham.gov.uk). Payments can be made on the 1st, 10th or 20th of each month.
- **Standing order** - contact your rent officer to set up.
- **Key fob** - this small device can be used to pay your rent in **Post Offices** and **Payzone** outlets - contact the rent team and ask for one to be sent to you.
- **Online** at **webpayments.wokingham.gov.uk/NReg/QuickPay.aspx**
- **Online banking** - use the following account details:  
Bank: **NatWest**  
Account Name: **Wokingham Borough Council**  
Sort Code: **60-24-21**  
Account Number: **68437730**  
Quoting Reference: **Rent account number**
- **By phone** - call **0300 456 0505** to pay your rent over the phone using our automated payment service, which is open 24 hours a day.
- **Payment machine** - located in the reception area of the council offices at Shute End, Wokingham, where Loddon Homes is also based (only available during office hours).

## Benefits and debt advice

Wokingham Borough Council offers **free** benefits and money advice if you need help paying your rent or other bills. Their advisers can assess your eligibility for benefits and tax credits, and make sure you are claiming any benefits you are eligible for.

They will also be able to help if you are having trouble claiming Universal Credit or housing benefit. If you have rent arrears or other property related debts, being in contact with the benefits and money advice service will show us that you are taking the situation seriously and will have an effect on how we decide to manage your rent arrears.

If you are having difficulty paying your rent, or think you are going to start having problems, please contact us straight away. We understand there may be times when there are genuine circumstances that make it difficult to pay your rent. Your housing officer will listen to your problems and set up an agreement with you to help you pay any overdue rent without causing too much hardship.

However, if you continually avoid paying your rent or fail to keep to any agreement made to clear outstanding property debts owed to us, or if you simply ignore the problem, we will start legal proceedings and you will be at serious risk of losing your home.

Berry Brook Homes arrears policy gives further details regarding rent or service charge arrears and how we deal with arrears and non-payment of rent.

### Debt advice

If you are in debt, there are a number of organisations offering free and confidential advice, including:

#### Citizens Advice

[www.adviceguide.org.uk](http://www.adviceguide.org.uk)

#### National Debtline

[www.nationaldebtline.org](http://www.nationaldebtline.org)

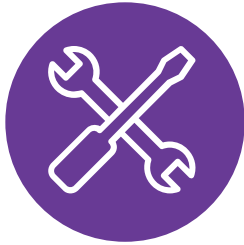
### Budget planning

Setting yourself a monthly budget can help you to manage your money – it's easy to lose track of how much you are spending unless you make a note of it.

To draw up your budget, add together all of your expenditure and take it away from your total income. This will show you what you have left over.







# Maintenance & Repairs

Both Berry Brook Homes and you, the tenant, are responsible for looking after and maintaining your home. This section explains who is responsible for what, and what you can expect of us when reporting a repair.

## Reporting repairs

Wokingham Borough Council (WBC) acts as Berry Brook Homes' agent and is responsible for the management and maintenance of your home.

WBC currently uses Reading Borough Council's repair service to carry out the majority of repairs, although on occasion specialist contractors will be used for certain jobs. This is a commercial arrangement and Reading Borough Council's contract is based upon the service being good for our residents and providing good value for money. Berry Brook Homes' Board regularly checks that targets for repairs performance are met and that the repairs service is providing good value for money.

## Request a repair

You can request a repair in the following ways:

**Email:** [housingrepairs@wokingham.gov.uk](mailto:housingrepairs@wokingham.gov.uk)

**Post a message:** on the WBC **Facebook** page

**Phone:** the repairs helpdesk on **0800 515 287**

## Is it an emergency?

If you have an **emergency** outside of office hours (Monday-Friday 9 am - 5 pm) please call the emergency out of hours number on

**0800 515 287**

**For gas and central heating boiler repairs please call 0800 389 8789**

## Repairs responsibilities

In order to maintain your property in good condition, repairs and maintenance will sometimes be necessary. As the tenant, you share responsibility for repairs and maintenance with Berry Brook Homes.

### **Berry Brook Homes together with WBC will keep your home in good condition by repairing and maintaining the items below:**

- The structure and exterior of the property. This includes chimneys, external decoration, external doors, windows, drains, fences fronting the public highway, garages, gutters, outside pipes, roofs, steps, walls and floors (but not floor coverings).
- Kitchen sink units and bathroom basins, toilets, baths, and showers fitted by us (but not floor coverings).
- Electrical wiring, gas, water and soil pipes.
- Space and water heating fitted by us.

### **In flats and maisonettes we will repair and maintain in good condition the following items:**

- The communal entrances, halls and stairways (including decoration).
- Lifts and passageways.
- Communal lighting, fire safety equipment and other communal amenities.
- Doors, glass and windows in communal areas.

To help deliver a more efficient and cost effective service, repairs are prioritised according to the nature of the work involved, so the length of time it takes for us to do your repair will depend on the type of problem. Repairs that are needed as a result of damage or breakdowns which put tenants' health and safety at risk, or risk the property becoming damaged further, will be dealt with more quickly than those that can safely wait.

We will also take account the tenant's age and health when deciding the priority of a repair so that tenants whose circumstances require it receive a quicker response.

| Priority level   | Description   |
|--|---|
| <b>Priority one</b> - Emergency<br>(3 hours)           | There is an immediate and serious risk to people or property  |
| <b>Priority two</b> - Emergency<br>(48 hours)          | A serious risk to people or property is likely to develop if action is not taken quickly                        |
| <b>Priority three</b> - urgent<br>(15 working days)    | Delay is likely to cause major discomfort to tenants, or damage to the property is likely if repair is delayed. |
| <b>Priority four</b> - non urgent<br>(40 working days) | Items must be pre-ordered or made to measure  |

If a surveyor needs to take a closer look at a problem, we will contact you within three days of the problem being reported and arrange a suitable appointment with you.

The repairs help desk operator will inform you of the priority given to your repair.

The following are examples of the type of repair in each category:

**Emergency:** Serious electrical fault or lack of water supply to the property.

**Urgent:** A leak under sink or no water to a hot tap.

**Routine:** Replacement of a toilet cistern (if broken through wear and tear).

You will be charged the cost of repairing any damage that is not due to fair wear and tear, or that is caused by acts of carelessness, neglect or vandalism by yourself or anyone living with you or visiting you. You will also be charged a £50 administrative fee.

**Berry Brook will NOT be responsible for the repair of any of the items detailed below where:**

- Damage has been caused by the tenant, their household members or visitors.
- Unapproved alterations have been carried out by the tenant.
- Where the tenant has not properly maintained the property.

If our nominated contractor carries out repairs resulting from such damage, the cost will be charged to you as the tenant.

**A list of repairs that are carried out for us by WBC housing services as our agent, and what you as a tenant are responsible for can be seen in the table on the next page.**

## Inside your home

| Landlord responsibility  | Tenant responsibility  |
|--|--|
| <b>Heating</b>   |  |
| Central heating  | The cost of removing air from gas pipes after the gas supply stops because the meter has run out of credit (if on a gas key meter) |
| Radiators (except for bleeding), valves, time clocks and thermostats                       | Bleeding air from radiators  |
| <b>Plumbing</b>  |  |
| Blocked sinks, basins and toilets where the blockage is <b>not</b> caused by tenant misuse | All chains and plugs   |
|  | Blocked sinks, basins and toilets caused by tenant misuse  |
| <b>Floors</b>  |  |
| Floorboards and joists   | Floor tiles fitted by you  |
|  | Vinyl flooring and fitted carpets (included when “gifted” by Berry Brook Homes)  |
| <b>Doors and windows</b>   |  |
| External doors, window handles, catches, locks and bolts                                   | Raising or lowering of doors for new floor coverings   |
| Window frames  | Lock change/lost key(s)  |
| Communal doors   | Door numbers/knockers/letter boxes   |
| Glass in communal areas  | Broken glass unless caused by vandalism and the police have been informed  |
| Windows in communal areas  | Internal doors, handles, catches, locks and bolts  |
| <b>Electrical</b>  |  |
| Electrical wiring, sockets and light fittings  | Replacement fuses  |
| Wired-in and battery operated smoke detectors and alarms fitted by Berry Brook Homes       | Battery operated smoke detectors fitted by you   |
| Carbon monoxide detectors fitted by us   | Carbon monoxide detectors fitted by you  |
| Fuse board   |  |
| Mechanical ventilation and heat recovery controls and system                               |  |
| Solar panels and controls  |  |









































