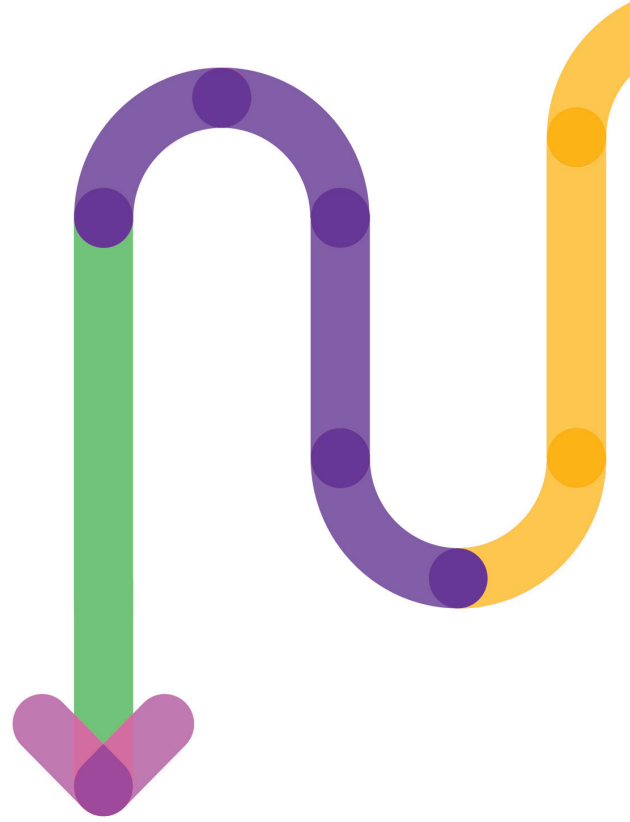




BERRY BROOK  
HOMES



# Guide for tenants

A HOME TO CALL YOUR OWN ...

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# 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.**

Normally Berry Brook Homes tenants are given a trial 12 month tenancy (a Starter tenancy) followed by a five year fixed term tenancy if you do not break any of your tenancy conditions during the trial period. If you are transferring from social housing you are likely to have been given a five year fixed term tenancy straight away as you will have already demonstrated that you are a responsible tenant with your previous landlord.

Your tenancy will be an Assured (Shorthold) tenancy and provides you with security to stay in your home until the end of the fixed term. When the fixed term ends, assuming your circumstances are broadly the same as when you moved in and you still qualify for affordable housing, we will usually renew your tenancy for a further five year fixed term period. 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 houses 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, you can end your tenancy by giving us at least four weeks' notice in writing. If you are a joint tenant, one of you can end the tenancy by giving us notice. If this happens, or you think it might have happened and you would like to stay in your home, tell us immediately so we can consider your circumstances and decide whether to allow you to remain in your home.

## 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. We will take all necessary steps to recover any rent arrears, service charges or other property related debts you owe at the end of your tenancy. 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.

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.









# 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](http://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.

### 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.

### 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)







# 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 (including 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  |  |



| Landlord responsibility             | Tenant responsibility        |
|-------------------------------------|------------------------------|
| <b>Gas</b>                          |                              |
| Gas pipework and bayonet to cooker  |                              |
| Gas boiler                          |                              |
| <b>General</b>                      |                              |
| Decoration inside communal areas    | Hairline cracks in plaster   |
| Structural cracks in plaster        | Coat hooks                   |
| Staircase, bannister and hand rails | Curtain rails                |
|                                     | Mould caused by condensation |

## Outside your home

| Landlord responsibility   | Tenant responsibility   |
|---|---|
| <b>Communal area</b>  |   |
| All communal areas, including balconies, storage cupboards, drying areas and refuse/bike stores             |   |
| Communal TV aerials   |   |
| <b>Roof</b>   |   |
| Roof, soffit and fascias  |   |
| Chimney, where applicable   |   |
| <b>Gardens and boundaries</b>   |   |
| Paths (from highways to front door)   | Paths (all others)  |
| Fencing and gates between your home and your neighbour if both fences are owned by WBC or Berry Brook Homes | Sheds and greenhouses erected by you or a previous tenant, or gifted by Berry Brook Homes |
| Parking areas/bays built by Berry Brook Homes   | Individual drying facilities  |
|   | Hardstanding area built by you or a previous tenant                                       |
| <b>General</b>  |   |
| Cleaning drains and gullies in gardens  | Individual television aerials   |
| Brickwork   | Pests (e.g. wasps, fleas, ants, mice and rats)  |
| Main drains, gutters and downpipes  | Vegetation within the property boundaries   |
| External painting   |   |

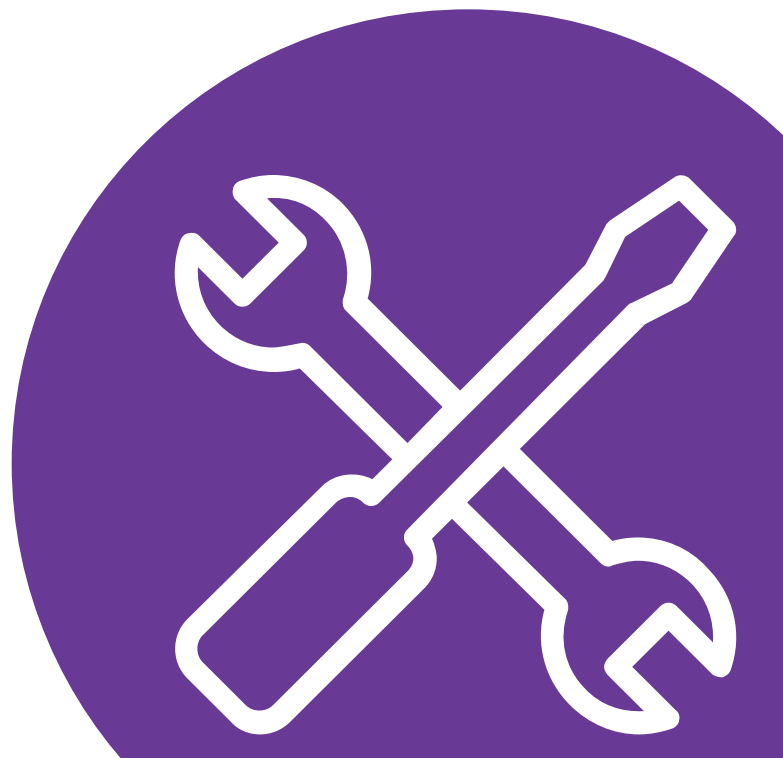
# GAS SERVICING ARRANGEMENTS

It is important that you know how to turn off your mains gas supply in an emergency. The shut-off valve is found on top of your gas meter.

The annual service of your gas boiler is extremely important. This service is a legal requirement and must be carried out. If you do not allow access for the service to be done, you will be in breach of your tenancy agreement, which means that we can take legal action to gain access to your home and we will charge you the cost of any court or administration fees. Failure to allow access for your boiler service puts both you and your neighbours at risk, so please help us to help you and co-operate with any request for access to your boiler.

## If you suspect there is a gas leak:

- Put out cigarettes and naked flames.
- Do not use electrical switches or lights.
- Open all doors and windows.
- Turn off the gas supply at the meter.
- Immediately report the leak to National Grid on **0800 111999**.







# Living in your home

## Emergencies

**If you need the fire and rescue service, police or an ambulance dial 999 immediately. Do not contact us first.**

If your personal safety or the safety and wellbeing of others is at risk, you should dial 101 (999 in an emergency) and seek police assistance. The police will then have a record of the event, which they can share with us if necessary.

If you need to contact us in an emergency, please call **0118 974 6000**. You will be re-directed to our out of hours service if the office is closed.

## Access to your home

We have the right to gain access to your home to inspect or carry out repairs. We will always try to give you notice or make an appointment.

**Always ask to see identification**

**All Berry Brook Homes staff and nominated contractors should have identification with them.** If you are not sure please call **0118 974 6000** for verification.

## Lost keys

You are responsible for the keys to your home. We do not hold a spare set and will not pay for replacements if you lose them. If you lock yourself out and ask us to arrange a locksmith to let you back in, you will be charged the cost of this, and also for any

damage caused in getting back in. If a lock to an external door is broken as a result of daily wear and tear, or a genuine fault, it is our responsibility and we will either repair or replace it.

At the end of your tenancy, you must ensure that all keys to your home are handed in to us.

## Insurance

We insure the building you live in, but you must arrange insurance for your own household contents and possessions. This should cover you against theft, damage to your belongings and damage caused to other people's property (for example, if you live in an apartment and your washing machine overflows causing damage to the property below you; this would be your responsibility).

## Gardens, hedges and tree management

If you have a garden you are responsible for keeping it tidy. This includes maintaining trees, shrubs and hedges. Gardens should not be filled with rubbish and unwanted household items as this creates a nuisance and spoils the look of your neighbourhood. Please contact us if you are having problems maintaining your garden.

**All communal gardens including trees will be maintained by Berry Brook Homes.**

## Vermin

If you think you have rats, mice, ants, wasps, cockroaches or other pests inside your home, it is your responsibility to deal with them at your own expense. Berry Brook Homes is responsible for dealing with pests in communal areas, so if you discover a pest problem in a communal area, please call us on **0118 974 6000** and we will arrange for a pest controller to visit.

## Pets

We recognise the benefits that owning a pet can bring and you may keep a pet in your home without our written permission. However, irresponsible pet ownership can cause nuisance to other residents and affect the welfare of the pet. Before deciding to keep a pet, please be sure that doing so will fit into your lifestyle, that you are prepared to be fully responsible for its welfare and behaviour, and that you can afford its upkeep. We will also ask you to sign a Responsible Pet Ownership agreement.

### We classify domestic pets as:

- Dogs (except those prohibited by the Dangerous Dogs Act 1991 or other law)
- Cats
- Song birds
- Fish
- Rabbits and small caged rodents
- Small, non-poisonous caged reptiles, amphibians or insects

Please contact us on **0118 974 6000** or email **housing@wokingham.gov.uk** if you have any questions about keeping a pet.

If we become aware that your pet is causing a nuisance or that it is not being cared for properly, you may be asked to re-home it.

## Running a business

**If you wish to run a business from your home you must have our written permission.**

We don't normally object to work such as secretarial or administrative work being done in your home. However, we would not allow you to run a business that may cause a nuisance to your neighbours, such as car repairs, animal breeding/running kennels, or work that requires you to employ staff or use machinery.

If your work or business breaks planning laws, we will ask you to stop or change your business. You must be mindful of your neighbours and not allow your work to extend to the communal areas. If your business becomes a nuisance to those living near you, we will ask you to either take steps to prevent the nuisance or to stop or change the business. If you ignore this request, you will be in breach of your tenancy agreement and we will have to take action against you.

Please see your tenancy agreement for further clarification on running a business at home.

## DIY

You should not make any alterations to your property without our permission. We will not refuse permission unreasonably, but we may make our permission subject to reasonable conditions, such as asking you to restore the property to the

original condition by removing the alteration and making good before the end of your tenancy. If you do not remove the alteration and make good, we may recharge you for any work we need to do to remove it.

Our permission is not normally needed for minor jobs such as putting up shelves or redecorating, but if you are unsure please check with us.

If you carry out major works without our permission, or if you damage the property in any way, you will be responsible for repairing the damage and putting the property back to its original state. Alternatively, we will carry out the work and charge you for it.

### **Satellite dishes, wi-fi, television or radio aerials**

You must have our written permission and any relevant planning approval before installing any of these items of equipment. We have the right to refuse permission to put up a satellite dish and, in some cases, the local council will place a limit on the number of dishes that can be installed on one building, for example on an apartment block.

### **Anti-social behaviour**

We want you to enjoy living in your home and neighbourhood without interference and disturbance from others. Unfortunately even in the safest of neighbourhoods, anti-social behaviour can occur.

#### **Anti-social behaviour can include:**

- Causing a serious nuisance or annoyance
- Assault, abuse or harassment

- Unreasonable noise
- Pets out of control

### **What is not considered anti-social behaviour:**

Some things may cause you annoyance, but cannot be dealt with by us as they are not a breach of the tenancy agreement

These include:

- General household noise e.g. washing machines or vacuum cleaners
- Noise of children playing
- Parking in front of another tenant's home (unless blocking access or parking in an allocated bay)
- Cooking smells
- Facebook or other social media comments, unless they are related to an existing anti-social behaviour case
- Children being nasty to each other at school
- Smoking outside blocks

### **If you are experiencing anti-social behaviour**

It's often best to approach the person causing the problem and explain calmly why their behaviour is upsetting you. They may not realise they are disturbing you. If the behaviour continues, or you don't feel able to talk to the person concerned, please contact us on **0118 974 6000** or email

[berrybrook@wokingham.gov.uk](mailto:berrybrook@wokingham.gov.uk)

### **Reporting a noise nuisance**

You should report noisy parties that go on late in the night and other repeated or constant noise problems to the council's environmental health department. They have access to noise monitoring equipment and also have the legal power to confiscate the

equipment responsible for making the noise.

## Your responsibilities

We expect you to keep to the conditions of your tenancy and treat other people with respect. You must take responsibility not only for yourself, but also for the members of your household and your visitors. You must not behave in any way that causes annoyance, or is likely to cause harassment, alarm or distress in the community.

## Domestic violence

Domestic violence is any type of abuse or violence such as physical, sexual, verbal, psychological, financial or emotional abuse or control.

Your tenancy agreement states that you must not use, attempt or threaten to use violence or abuse or exercise coercive control against any other person living with you. If someone in your household does behave in this way, including children, we will take action to evict them from the home.

## How we can help

**Telling someone else about domestic violence is the first step in stopping it. We will listen sensitively and respond promptly.**

If you are experiencing domestic violence, **please tell us**. You can call us, email or drop into our offices, or we can arrange to meet you at home or another location where you feel safe.

We work with appropriate organisations to provide alternative accommodation when it is unsafe for someone to return home. Or we can provide additional security where this helps the person remain at home.

We will always talk to the victim first about what action we can and will take against the perpetrator.

**Remember, if your personal safety or the safety of others is at risk, you should call 101 (or 999 in an emergency) and seek police assistance.** The police will then have a record of the event which they can share with us if necessary.

### Other services you can call

#### Women's Aid

**0808 2000 247**

helpline@womensaid.org.uk

#### Rights of Women

**0207 2516 577** (Free legal advice for women experiencing domestic violence)

#### Men's Advice Line

**0808 801 0327**

(Advice and support for men experiencing domestic abuse and violence)

#### Broken Rainbow

**0300 999 5428** (24-hour support for gay, lesbian, bi-sexual and transgender people)

#### Samaritans

**116 123** (24-hour confidential and emotional support for anyone in a crisis)

#### NSPCC

**0808 800 5000**

#### Child Line

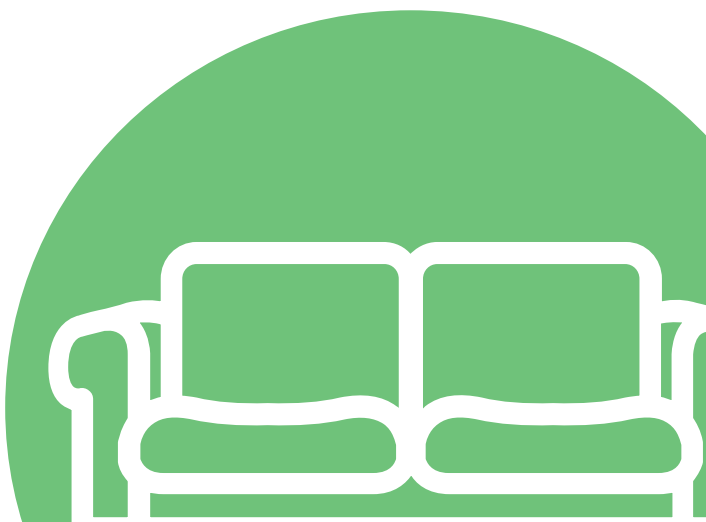
**0800 1111**

#### Action on Elder Abuse

**0808 808 8141**

#### Victim Support

**0845 389 9528** (For victims of reported and unreported crime)









# Your neighbourhood

**Berry Brook Homes has instructed Housing Services at WBC to act as our agent, covering a range of activities to manage your home and the area immediately around your home. These services are directed at supporting residents, creating a safe, well-maintained community.**

## Your neighbourhood

Designated members of staff in the Housing Services team periodically check the communal areas on our estates, supported and extra care housing. These visits help us to:

- Check the standard of our contractors' work.
- Check the condition of your home and how well you are looking after it.
- Identify health and safety issues.
- Identify problems and report repairs.
- Spot where we can make improvements.

You can help us by reporting any problems you see in your neighbourhood, such as dumped rubbish, fly-tipping or abandoned vehicles.

## Rubbish disposal

Please look after the area you live in by disposing of your rubbish carefully. If you have a shared bin store area, please only place rubbish in the bins provided and do not put extra items around the bin store area.

We know people do litter, sometimes accidentally and sometimes not, and will clean it up when necessary. However where people, including visitors, see rubbish around they tend to litter themselves, assuming local people do not care. While it is not your job, if you do help pick up litter and put it in a bin when you see it, you will find your area stays cleaner and is nicer place to live.

If we find dumped rubbish, we will investigate who it belongs to and charge them the cost of removal.

If you have a general enquiry about your rubbish collection service, please speak to the council.

## Communal outside spaces

To help keep the area in which you live, including your estate or housing scheme tidy, we have appointed WBC's Cleaner and Greener team.

This includes a programme of grounds maintenance to the area. During the growing season, grass is cut and shrub beds are tended to regularly (with exact frequency depending on the weather and growing conditions). Hedges are trimmed bi-annually, before and after bird-nesting season.

If you spot a problem with the grounds maintenance in your area, please contact the council and tell them about it.

We will carry out regular cleaning in communal areas and quarterly window cleaning on some apartment blocks, as well as in our supported and extra care schemes.

We charge the cost of these works equally among everyone living in the area or scheme through their service charge. We only charge you the cost of providing the various services and do not add any profit. We regularly look at the cost of services to see if we can get a similar quality service for less money, either through our existing suppliers or by changing to a new supplier.

If you pay a service charge and would like more information about the services it covers, please call us on **0118 974 6000**.

## Personal items in communal areas

If you live in a scheme where there are communal areas that you share with other residents, fire safety regulations mean that you are not permitted to keep any items in communal areas. This means no plants, furniture, door mats, bikes, mobility scooters or pushchairs. We have tried to design your home to make sure that you have enough storage space for these items.

We appreciate it may be inconvenient at times, and you may think we are being petty when we insist on the communal areas remaining clear, but our residents' safety has to be our first priority. Any obstruction in the communal areas could provide fuel for a fire and also hinder escape.

If we find items in shared areas, we will ask you to remove them. If you do not, we are likely to remove them

ourselves without notice and charge you the cost of doing so.

## Car parking

Although your home has been designed to meet all requirements around the provision of parking for planning purposes, we know that sometimes parking can be limited and it can be frustrating. We ask that you park considerately at all times and do not block other people's access to their property, garden or parking. Unless provided as part of your home, parking is not allocated to a particular property and is therefore available on a "first come first served" basis for residents or visitors. We will not get involved in parking disputes between individuals.

You must not repair, maintain or service any vehicle on our land, other than for routine servicing to a vehicle registered at your address with the Driver and Vehicle Licensing Agency (DVLA), or for emergency repairs necessary to take it to a garage. You must also not park any untaxed vehicle on our land, and vehicles that are left at your home or on our land must be roadworthy, have up-to-date tax and current insurance. You are permitted to keep one vehicle with a valid Statutory Off Road Notice (SORN) if you have your own private driveway, but SORN vehicles must not be parked in communal parking areas or anywhere else on our land.

We will ask you to remove, or will remove ourselves, any vehicle from Berry Brook Homes' land that is found to be dumped, causing a nuisance, obstruction or safety risk. We will charge the owner the cost of having the vehicle removed, stored or destroyed.

If you spot an abandoned vehicle in your neighbourhood, please call **0118 974 6000**. You can also report abandoned vehicles directly to Operation Crackdown at [www.operationcrackdown.org](http://www.operationcrackdown.org).

You will need our written consent to keep any of the following on our property: heavy goods, public service, trade or commercial vehicles; caravans, boats, trailers or similar items.

### You should contact Wokingham Borough Council for queries concerning:

- Refuse collection and recycling
- Street cleaning
- Street lighting (not on Berry Brook Homes land)
- General tree concerns (those not on Berry Brook Homes land)
- Parking issues on public highways
- Grass verges not owned by Berry Brook Homes





# Your feedback

Your feedback is important to us. Future services that we provide will be improved and shaped differently by your feedback. This may come to us as a complaint or just through us engaging with you and asking you what you think of our services. We believe passionately that services should be relevant to residents' needs and what they want, and not what we think you want.

If you are unhappy about a service you have received, such as a repair, we ask that you contact us and give us a chance to rectify the situation. However, if you have spoken to us about the issue previously and feel that we have not dealt with your concerns properly, then we will investigate through our complaints process.

## How to make a complaint

You can make a complaint by contacting our managing agent, Wokingham Borough Council in the following ways:

- By phone on **0118 974 6000**
- By email at **berrybrook@wokingham.gov.uk**
- Via the WBC website: **www.wokingham.gov.uk**
- By post or in person at Civic Offices, Shute End, Wokingham, Berkshire, RG40 1WN

## Please tell us

- What the problem is, giving details where possible of dates, names etc.
- What you would like to see happen next.
- How best to contact you.
- And make it clear to whoever you are speaking to that you are a Berry Brook Homes tenant.

If you would prefer to contact Berry Brook Homes direct:

- By phone on **0118 908 8479**
- By email at **info@berrybrookhomes.co.uk**

If you are not confident in telling us about your complaint, then you can ask a friend, family member or other advocate (someone that will speak to us on your behalf, for example the Citizens Advice service) to contact us for you. We will need your permission to share your information with this person. A full copy of our complaints policy is available upon request.

## Complaints procedure

We try to deal with complaints quickly and fairly. Our procedure has three stages, each allowing complainants to take the matter further if they are unhappy with the outcome.

| Stage                   | Process  | How quickly              |
|-------------------------|--|--------------------------|
| <b>Early resolution</b> | A manager will call you to discuss your query with a view to getting it resolved there and then. If we are unable to resolve things at this point, the manager will gather as much information from you as possible to help us to investigate your complaint. If you feel your concerns have not been addressed or we cannot respond with a quick turnaround, you can take your complaint to stage 1 of our complaints procedure | 5 working days           |
| <b>Stage one</b>        | We will acknowledge your complaint within 2 working days of receiving it. You will be given a complaint reference number and details of the manager who will be handling your complaint.   | 10 working days          |
| <b>Stage two</b>        | If you are dissatisfied with the outcome of stage 1, you can escalate your complaint to stage 2. This will mean that a senior manager will carry out an independent investigation on behalf of Loddon Homes which will be signed off by the managing director of the council's housing companies.  | Normally 20 working days |

## Quality assurance

Once a complaint is closed, we will contact the complainant to ask for feedback on how they found our complaints process. We use this feedback to help improve the service.

## Unacceptable and unreasonable behaviour by complainants

We reserve the right not to consider a case if the complainant acts in an unreasonable, rude or aggressive manner, or where the complaint is frivolous, vexatious (deliberately annoying) or has already been closed.

## Still dissatisfied?

If you have been through our complaints process and are still not satisfied, you have the right for your complaint to be considered by a 'designated person'. This could be a local councillor or your MP.

This person can either help resolve your complaint, reject your complaint or refer you to the Independent Housing Ombudsman.

You can also contact the Ombudsman at any point in the complaints process.

## Housing Ombudsman Service

PO Box 152

Liverpool, L33 7WQ

T 0300 111 3000

E [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

W <https://www.housing-ombudsman.org.uk>

## If you want to compliment us

At Berry Brook Homes we want to hear about the good things as well as the bad. Knowing what makes our tenants happy helps us as much as knowing what makes them unhappy.

If you have a compliment to make please email:

[info@berrybrookhomes.co.uk](mailto:info@berrybrookhomes.co.uk)

## Customer satisfaction survey

Berry Brook Homes will conduct a customer satisfaction survey every two years. We will ask you to rate our service through a few simple questions. The feedback we receive from this survey is invaluable and we encourage as many tenants to respond as possible. We are happy to help if you need any assistance completing the survey.

## Get involved

WBC hosts a number of involved tenant groups and, as a tenant of Berry Brook Homes, you are able to participate in these groups to help shape the services you receive. Further information can be found at [www.wokingham.gov.uk](http://www.wokingham.gov.uk)





# Contact us



If you need any information that cannot be found in this guide, please do not hesitate to contact us using the details below:

You can find more information on our website at [berrybrookhomes.co.uk](http://berrybrookhomes.co.uk) or write to us at

## **Berry Brook Homes Ltd**

Civic Offices  
Shute End  
Wokingham  
RG40 1WN

**T** 0118 980 8479

**e** [info@berrybrookhomes.co.uk](mailto:info@berrybrookhomes.co.uk)

**W** [www.berrybrookhomes.co.uk](http://www.berrybrookhomes.co.uk)



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HOMES**







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