

# Frequently Asked Questions – Your Tenancy

**We are here to help if you have any queries about your tenancy or living in your home. In this leaflet we have set out below some quick answers to some of the questions that residents frequently ask us. More detailed answers are often provided in our other leaflets which can be found within our Resident Handbook and in the Leaflet Rack on our website at [www.pcha.co.uk](http://www.pcha.co.uk). Please remember to check our website for the most up to date leaflets as the information is regularly reviewed and updated.**

**Remember you can always contact a member of PCHA staff to discuss your queries. For information about contacting us, see our [Staff Contacts at PCHA leaflet](#).**

## **Q: Am I allowed a pet?**

A: You must request written permission from PCHA **in advance** of acquiring any animal or pet. We will not unreasonably withhold our permission, but we will not normally grant permission for dogs unless you have access to a secure and self-contained garden. We will consider each request on its own merit, taking into account PCHA's policy, the tenancy agreement or lease, where you live and your individual circumstances.

You are responsible for looking after your pets and making sure that they do not cause a nuisance to anyone. Your tenancy may be at risk if your pets cause a nuisance to others.



## **Can I lay laminate or wooden flooring?**

If you have an Assured Shorthold or Starter tenancy you may not lay laminate flooring. If you have any other type of tenancy, you must apply in writing to PCHA **before** fitting laminate or other hard flooring. We will consider the type of building you live in before making our decision and will generally grant permission in houses or ground floor flats. However, if you live in a flat above the ground floor, permission will *not* normally be granted to fit laminate flooring. If permission is granted, adequate underlay and insulation must be installed.

In all circumstances we expect you to put down a suitable floor covering, with adequate underlay or insulation underneath it, to minimise noise nuisance to your neighbours.



# Frequently Asked Questions – Your Tenancy

## Q: What happens to my items in the communal hallways/walkways?

A: Items such as toys, plants, shoes, bikes, motor vehicles, prams/pushchairs or rubbish bags should not be stored in communal halls, stairs or landings. This can be dangerous and cause a trip hazard as well as potentially blocking access/escape in the event of an emergency. We will normally ask you to remove the items within 7 days. If they are not removed a photo is taken of the item(s) and a warning tag is attached. Thereafter they are removed and disposed of after a further 7 days.



Please also see our leaflet [‘Communal Areas—Residents’ Responsibilities’](#).

## Q: Can I have an aerial or satellite dish installed?

A: You must obtain our permission, and that of your local authority (if necessary), before installing an aerial or satellite dish. Some properties are affected by planning conditions and it is your responsibility to comply with these conditions. If we grant permission, the work must be undertaken by qualified and appropriately insured contractors. Most of our blocks of flats have a communal TV aerial, the maintenance cost of which is covered by your service charge.

Please also see our leaflet [‘Communal Areas—Residents’ Responsibilities’](#).

## Q: Will PCHA install my washing machine?

A: There is normally plumbing for a washing machine in PCHA properties, however installation of a washing machine is your responsibility. You should ensure that you use a competent person for any installation or subsequent work to your washing machine as you will be responsible for any leaks or damage caused by your appliance.



## Q: Can I have more keys to my home?

A: We provide 3 full sets of keys when you move in to your PCHA home. This includes keys to communal doors, mailboxes, gates, back door, car park and meter cupboards as applicable. You can get additional keys cut at your own expense. If you need a replacement fob then you should contact us. You will need to meet the cost of replacing any additional or lost keys.



# Frequently Asked Questions – Your Tenancy

## **Q: Can I make alterations or improvements to my home?**

A: You may carry out some improvements or alterations to your home but you must contact PCHA to obtain written permission before work can go ahead. Permission will not be unreasonably withheld but we may apply certain conditions and we may wish to inspect any works.



It is your responsibility to obtain the necessary planning and building control approval from your local authority before starting work on any improvements. All costs of the proposed and any associated works must be met by you.

If you want to replace a gas fire you must get our permission in writing before going ahead. You must comply with the requirements of the Gas Installation Regulations and only Gas Safe registered companies can install or work on gas appliances. If you install a gas fire it must be serviced once per year; we will not service appliances installed by you.

## **Q: Why do you need to get in every year to carry out gas servicing?**

A: We test all gas appliances that are supplied and fitted by us every year. This is a legal requirement but, more importantly, it is to ensure the safety of you and your family. You must allow access to our contractors to carry out the annual servicing required to any gas appliance owned by us. If you fail to provide access, we may have to apply to court to gain permission to force access to your home, in which case you will have to pay our court costs. Please note we will not test any appliances installed by you.

## **Q: Is smoking allowed in my property or communal area?**

A: Residents are permitted to smoke in their own property. However, smoking of any kind is not permitted in communal areas. Any smoking that causes a significant nuisance to others (including smoking within a resident's own property) will be dealt with under our antisocial behaviour policy. We will work with the police where necessary to take appropriate action in the event of smoking cannabis or other drugs.



# Frequently Asked Questions – Your Tenancy

## Q: What can I do if I'm having problems with my neighbours?

A: First of all, please try talking to your neighbour to resolve the issue. We expect all residents to:

- Accept personal responsibility for behaving well, being polite and treating each other with respect
- Respect other people's right to their chosen lifestyle and everyday reasonable level of disturbance such as food smells, babies crying at night or religious practices
- Do their best to adopt a spirit of goodwill towards each other
- Tell their neighbour if there is a problem to order to try and find a positive solution and where possible not to involve third parties before doing so.



If you are unable to resolve the issue please contact us. We will ask you to keep diary sheets for all ongoing issues to enable us to build a picture and gather evidence.

Please note we will not normally take action in the following circumstances:

- Petty neighbour disputes
- One-off social events, e.g. parties
- Parking issues on highways
- Minor lifestyle disagreements, such as cooking smells, noise of a child playing in their own home, everyday noises.

Please also see our leaflet '[Anti-Social Behaviour](#)'.

## Q: Am I allowed to take in a lodger?

A: Most Assured tenants can take in a lodger providing you have a spare bedroom– please check your tenancy agreement. However, you must obtain **written permission from PCHA beforehand**. A lodger cannot have exclusive use of any part of your home, but would live as part of your household. However, you do not have the right to have a lodger if you have an Assured Shorthold or Starter tenancy. You must not overcrowd your home.



# Frequently Asked Questions – Your Tenancy

## **Q: Am I allowed to sublet my home?**

A: No, you are not allowed to sublet your property. If you do so this may result in us ending your tenancy and repossessing your home or even pressing criminal charges for tenancy fraud.

If you need to spend time living somewhere else but want to keep your tenancy, you must inform PCHA first and you must be able to show that you are planning to return within 6 months, by leaving your personal belongings at home. You must provide contact details and continue to pay the rent.

If you are on benefits, the amount you get may be reduced.

You must live in your home as your only/principle home and not sublet or rent out your home in any way (e.g., Airbnb). If you do, we will take legal action against you.

## **Q: What type of tenancy do I have?**

A: We usually issue one of two types of tenancies: an Assured Tenancy or an Assured Shorthold Tenancy. However, tenancies that started before 1989 will be Secure (Fair) Tenancies.

### **Secure Tenancy**

Tenancies starting before 15 January 1989 are known as Secure Tenancies (also known as Fair Tenancies).

One of your most important rights as a Secure Tenant is that you cannot be evicted from your home without a court order, and that before this happens, we must have served an appropriate Notice of Intent to Seek Possession and give the reasons for serving it. This right and the others are all detailed in your Tenancy Agreement. The rent for secure tenancies is set by the Rent Officer.

### **Assured Tenancy**

All new social rented tenants from 15 January 1989 have Assured Tenancies. Assured tenants have similar rights and security of tenure to secure tenants. However, there are some differences in the grounds on which we can take legal action to repossess your home. You cannot be evicted from your home without a court order.



# Frequently Asked Questions – Your Tenancy

## **Assured Shorthold Tenancy/Fixed Tenancy**

An Assured Shorthold Tenancy (AST) carries fewer rights than a Secure or Assured Tenancy. Your statutory rights are set out under the Housing Act (1988) as amended by the Localism Act 2012. Ask us if you are not sure. AST's are sometimes issued for people or schemes with specific requirements (such as supported housing schemes), or to tenants who are not entitled to social housing (such as key workers).

If you breach the terms set out in your tenancy agreement we can end your tenancy by serving you with a Section 21 notice and applying to the courts for possession.

## **Starter Tenancy**

When you first become a tenant of PCHA we issue you with a Starter Tenancy. This means we will monitor the way you manage your tenancy in the first 12 months by holding a minimum of three planned visits with you. It is important you attend these meetings. If we are happy with the way you have managed your tenancy this will be converted to an Assured Tenancy at the end of 12 months.

## **Q: What is a joint tenancy?**

A: If you have been given a Joint Tenancy with your partner, you will each have equal rights over the Tenancy and will both be jointly and equally responsible for meeting the tenancy obligations, such as paying the rent regularly.



## **Q: How can I change my Joint Tenancy into a Sole Tenancy?**

A: Please contact us to discuss this. If both of you are in agreement, then the process is quite simple and you will both need to come into the office to sign a Deed of Assignment. In order to do this, you must have a clear rent account and the size and type of property must be suitable for the household remaining. However, if both of you are not in agreement and only one wishes to give up the tenancy, you must seek independent legal advice. We cannot simply remove someone's name from the tenancy even if they no longer live there. If one tenant terminates the tenancy, this terminates the tenancy for both parties.



# Frequently Asked Questions – Your Tenancy

## **Q: How can I change my Sole Tenancy into a Joint Tenancy?**

A: You will need to prove that your partner has lived with you for at least a year. PCHA will then decide whether we can grant a Joint Tenancy. A new Joint Tenancy will not be granted if there are any outstanding rent arrears. Please contact us to discuss.

## **Q: Can I sign my tenancy over to someone else?**

A: Signing over a tenancy from one named tenant to another person is called assignment. We do not usually grant permission to residents to assign their tenancy to someone else, except in the case of a mutual exchange or under a Court Order in the case of a relationship breakdown.



## **Q: What happens if my partner dies and I am not named on the tenancy agreement?**

A: Every tenancy has one right to succession by law. If you have been living in the property as your sole and principal home for at least 12 months, you may take over the tenancy. However, should this mean the property would then be under-occupied or not used for its intended purpose (e.g. an adapted home) PCHA will grant a tenancy but not necessarily at the same property.

## **Q: What happens to my tenancy if my relationship breaks down?**

A: If your relationship with your partner breaks down and you can no longer live together, you may become involved in a dispute about which of you will remain in the property. If this happens, you should seek independent legal advice regarding your occupancy rights.



The laws surrounding this matter are complex but you should note that in the case of divorce or where there are children involved, the Courts can decide who keeps the tenancy. In this case the tenancy may be awarded to the partner rather than the named tenant.



# Frequently Asked Questions – Your Tenancy

## Q: What happens if I change my name?

A: You will need to give us legal confirmation of any name change – for example, a marriage certificate. Please send a paper copy of any documentation to the PCHA office.

## Q: What's the difference between a transfer and an exchange?

A: A transfer is where a current PCHA resident applies to transfer to another PCHA home. We strongly encourage all tenants on the transfer list to also register with Homeswapper ([www.homeswapper.co.uk/](http://www.homeswapper.co.uk/)) for a mutual exchange.

A mutual exchange is where you agree to exchange homes with another PCHA resident or a resident of a local authority or other housing association. You will need to register with Homeswapper and both parties need the permission of the landlord. We will not normally agree to an exchange if there are rent arrears or a history of antisocial behaviour.



[Please also see our leaflet 'Transfers and Exchanges'.](#)

## Q: Can I buy the home I live in?

A: PCHA residents do not normally have the right to buy the property in which they live. However, the Right to Acquire scheme (RTA) allows residents of some newly built properties to purchase their home. The Government has announced a Right to Buy for some tenants, although this scheme is not yet in operation.



[Please see our leaflets 'Voluntary Right to Buy' and 'Right to Acquire'.](#)

## Q: What shall I do if I suspect subletting or that a property has been abandoned?

You can call us anonymously on our main office number – 020 8659 3055.



# Frequently Asked Questions – Your Tenancy

## Q: What is a fixed service charge?

A: When a service is provided with your tenancy, e.g. gardening, lighting to communal areas, fire safety, a communal TV aerial or caretaking services, you will be required to pay a service charge to cover the cost of providing it. The service charge is included in the total rent charge of both Assured and Secure Tenancies but it will be shown as a separate figure.

For Assured tenants, service charges are reviewed every year and the charges are based on actual costs of providing that service. Residents are advised of any increase 28 days before the new charge takes effect. For Secure (Fair) tenants, service charges will be reviewed at the same time as the two-year re-registration of the rent with the Rent Officer Service.

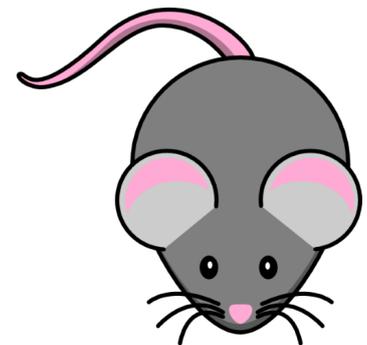


[Please see our Leaflet 'Your Rent And Service Charges'.](#)

## Q: Who is responsible for pest control?

A: We will only treat pest infestations within communal areas. Pest infestations within a resident's property generally fall under the resident's responsibility to treat, but we will block off any entry points for pests.

Under particular circumstances we may decide to treat pest infestations within individual properties – for example, if there is significant risk to the whole block or to public health.



## A: Who is responsible for repairing fencing?

A: We will repair any damaged fencing that backs onto a public area and/or causes a security risk. Dividing fences are not a priority for us, so these will be addressed as and when we have the budget to do so.

As with other types of damage to our properties, any wilful damage to fencing by residents or their visitors will not be repaired by us.



# Frequently Asked Questions – Your Tenancy

## Q: Can I cancel or rearrange a contractor appointment for a repair?

A: If you have an arranged appointment with a contractor for a repair and you cannot attend at that time, you can rearrange. If you made the original appointment directly with the contractor, please call the contractor to rearrange or cancel. If you made the appointment with PCHA, please call the PCHA office. However, if you cancel more than three appointments for the same job, we will cancel the repair order and the repair will no longer be carried out.

## Q: Can I keep a mobility scooter at my home?

A: You will need to seek permission from PCHA before you acquire a mobility scooter. You should contact your Tenancy Services Officer for more information about how to obtain permission and the requirements regarding arrangements for storage and charging of scooters.



## Q: What do I need to do if I want to move out?

A: You need to give us four weeks' notice in writing and return the keys to us. You will be charged rent until you hand back the keys. We will complete a termination visit with five working days of you sending us written notification to ensure you understand your obligations and to inspect the property; you will be expected to rectify any damage you have caused.

Please see our Leaflet 'Ending Your Tenancy'.

## Q: What do I do if I have a problem, or I wish to make a complaint?

Please contact us on 0208 659 3055 and we will try to help you.

Please see our Leaflet '[Complaints](#)'.



**Complaints**

PCHA aims to provide an excellent service to all our residents and we welcome suggestions, comments and views on how to improve the services we offer. We recognise that from time to time things go wrong, but we believe most problems can be easily resolved. We will endeavour to get it right first time, so every effort will be made to resolve matters informally at the point of a complaint being made.

**What is a complaint?**

The Housing Ombudsman's Complaint Handling Code defines a complaint as "an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents". In broader terms, a complaint could be when a resident feels:

- We have failed to adequately respond to their verbal request
- We have been unhelpful or rude
- We have failed to meet our stated standards or promises
- We have given unclear, misleading or unreliable advice
- We have not complied with our policies or procedures.

**What is not a complaint?**

A complaint is not a first attempt to request a service or an enquiry.

A complaint is not a report of anti-social behaviour. We have special procedures for reporting anti-social behaviour and neighbour nuisance disputes (please see our Anti-Social Behaviour leaflet) and these will not be dealt with through our complaints process unless we have failed to meet our stated standards or promises.

We will not be able to deal with the following via the complaints process:

- Complaints about other residents
- Any matter that is being (or has been) dealt with by a solicitor
- Any matter that is being dealt with by our insurers
- Complaints already being dealt with by the Ombudsman or MP
- Any matter that occurred more than 6 months ago
- Complaints that have already been through the complaints process or that, in PCHA's opinion, are being pursued in an unreasonable manner
- Complaints that fall outside our parameters (e.g. complaints about utilities)
- Decisions where there is already a right of appeal, unless we have not followed our own processes
- Service charge queries, unless we have failed to provide an acceptable service.

If we decide not to accept a complaint, you will be provided with a full explanation of why the matter is not suitable for the complaints process.

Making a positive impact