

# Starter Tenancy Pack



This pack is designed to help new customers of North Devon Homes navigate their tenancy and find the information they need about their home.



## Welcome to North Devon Homes

On behalf of North Devon Homes, I would like to welcome you to your new home. We hope you will be happy here for years to come.

We aim to provide homes and management services of a high standard. We want your neighbourhood to be somewhere you choose to enjoy life.

Our aim is provide communities where people want to live and by working together with customers we want to ensure that you and your neighbours can live peacefully together and become part of the North Devon Homes community.

To help us with these standards, we ordinarily use 'starter tenancies' for an initial period of 12 months. During this period we can both evaluate whether a longer term tenancy with NDH is right. We may decide to extend your starter tenancy depending on your tenancy history, rent balance, substantiated complaints about conduct or a number of other relevant factors.

As a customer of NDH, we expect you to give priority to your responsibilities under the terms of your tenancy agreement and within our series of leaflets and information on our website.

If, for any reason, you are unable to pay your rent and service charges on time, we expect you to tell us. Our rents team are here to help and are well placed to understand the difficulties you might be having and signpost or offer support. In the same way we can advise and help on any benefits and discounts on energy bills you may be entitled to with our Money Matters advice service.

We expect you to treat your neighbours with respect. We are here to help if that is not possible. However, you should remember that if you cannot meet our standards of behaviour, we will take action to end your starter tenancy. This may include court action and you may end up losing your home.

If you need any help from us on any issue to do with your new tenancy, you should call your Neighbourhood Officer, who is here to guide you through the range of services which you might need.

Best wishes in your new home,

Martyn Gimber  
Chief Executive



## Privacy Policy for Customers of North Devon Homes

This privacy notice sets out how North Devon Homes uses and protects your information in accordance with the data protection legislation in force in England. North Devon Homes includes:

- North Devon Homes
- Anchorwood Ltd

We are obliged by law to give you this Privacy Notice. It is part of our procedures for data protection. Its purpose is to tell you:

- What information we will collect about you (your personal data)
- Why we are able to process your information
- What purpose we are processing it for
- Whether you have to provide it to us
- How long we store it for
- Whether there are other recipients of your personal information
- Whether we intend to transfer it to another country

It also tells you of your rights in relation to the information we have about you. The term "Customer" includes tenants (in our owned or managed properties), occupants, shared owners, leaseholders, freehold purchasers of market sale properties, garage renters and Alarm customers.

### What sort of information is involved? What is 'personal data'?

Broadly, it means any information relating to you personally.

From the time of your first application for accommodation and throughout your tenancy with us, we come into possession of a range of information about you, but we are principally concerned with information that enables us to manage your tenancy and / or provide services to you effectively and therefore in which we have a legitimate interest including:

- Personal details e.g. date of birth, national insurance number, marital status
- Family detail e.g. the names and dates of births of those living with you
- Lifestyle and social circumstances
- Financial information and employment details, which with your consent may help us to solve arrears payments, and to provide welfare, benefits and debt advice
- Property details to help us solve repair issues
- Satisfaction survey details that will enable us to shape our services and fulfil regulatory requirements. It is optional as to who replies to these and they are anonymised

Sometimes we may also process sensitive classes of information that could include:

- Physical or mental health details to help us support your needs
- Relevant criminal convictions and other misconduct or allegations of misconduct
- Warnings against you or your occupants that ensure your safety and that of our staff and contractors
- Details of complaints by or about residents
- Recordings of incidents involving our staff as part of our lone working protection system
- Ethnicity data

We do minimise our holding of sensitive classes of data, but given the services we provide, there are times when we use it to understand our customers and their needs better and to protect our staff.

Any payment details are processed outside of North Devon Homes, through recognised providers and are not stored within our own IT systems.

Any recordings of incidents made by staff when they feel threatened are processed outside of North Devon Homes, through a recognised provider with appropriate safeguards in place, and are not stored within our own IT systems.

## Privacy Policy continued...

There may well be other items of information that we record from time to time for the purposes of ensuring the smooth running of the business.

Every effort will be taken to keep all information up to date and accurate.

### What information do we hold on under 13's and children and how is it collected/processed?

NDH will only collect limited information about children living within a property, such as name, address, and date of birth. This is so a record of who is living at the property can be kept. We may also collect information about relevant health conditions if it is needed for us to provide help or support.

NDH will collect information for children and young people in some settings, such as in relation to safeguarding. The data that is collected for children and young people will depend on the services and support needs of that individual. It is likely to include:

- Name
- Date of birth
- Health and support needs
- Details of parent or guardian
- Support plans
- Case notes
- CCTV Images

NDH may legally collect information beyond this list if it is required.

NDH may share a child's personal data if there are welfare concerns through our safeguarding procedure or as part of a multi-agency welfare case.

Children aged 13 or over have the same data protection rights as adults. Therefore, children of 13 or above, can exercise their rights under the data protection act 2018 and UK GDPR. This includes making a subject access request.

For children under the age of 13, those with parental responsibility can make an individual rights request on behalf of the child. Please speak to an NDH colleague if you have any questions regarding data protection rights.

Information regarding housing will be retained for six years after you have moved out of the property. Support plans will be retained in accordance with our Document Retention Policy. After this time, your information will be deleted or securely destroyed.

### How do we collect information?

We collect information in a variety of ways including forms, contracts (e.g. tenancy agreement), email, in writing, over the phone, face to face, online, CCTV, Automatic Number Plate Recognition technology at the Westacott Road Head Office site, photos etc. The information may be supplied by you or by another source such as family, neighbours police, credit agencies or the local council.

We keep a record of when you contact us or use our services (such as when you request a repair or make a complaint) and note the outcome.

We record calls to and from our offices to assist with training and monitoring. When taking rent payments the recording is paused when the card details are read out.

At our offices and some housing and support schemes we have CCTV cameras in public areas for crime prevention and safety purposes. We also provide our staff with a voice recording facility on their identity badge in case they get involved in a heated exchange or incident that puts their safety at risk.

We may photograph or film events to use for our websites, publicity material (such as newsletters); these may be

provided to the media for publication in local and national newspapers. We ask customers for their consent to be included in a photograph or film when they are the main subject of an image.

### Who is collecting the information?

North Devon Homes – a registered charity  
You can contact us at Westacott Road, Barnstaple EX32 8TA  
Tel 01271 312500  
Email: enquiries@ndh-ltd.co.uk

We are the 'Controller' for the purposes of data protection law, and decide how and why the information is collected and processed.

### What is meant by 'processing' information?

'Processing' is broadly defined as any operation which is performed on your personal information. The 'operations' in question include collecting it, recording it, storing it, consulting or using it, disclosing it, combining it, limiting its future processing, and even erasing it or destroying it.

### Why is the information collected/processed?

In order to ensure the smooth and efficient running of the company and to provide the right services to you, and so ultimately for your benefit.

### What legal basis is there for collecting/processing the information?

We collect and process your information because you have entered into, or wish to enter into a contract (tenancy agreement) with us. This is generally the legal basis for processing your information and carrying out our activities. We need the information to help us assess and manage your tenancy and to provide the services that are expected from us. There are also times when processing personal information is necessary for a legitimate interest pursued by NDH or a third party.

We are allowed to collect and process information as we have a legitimate interest in doing so.

We are entitled by law to collect and process such information where it is necessary:

- In order for us to consider your application to become a tenant,
- For meeting the terms of the tenancy agreement with you
- Information to confirm your identity
- In order to enable us to comply with a legal obligation
- In order to protect your vital interests or those of another person, or
- For the purposes of legitimate interests pursued by us or by a third party property management e.g. debt recovery services
- Associated welfare services and support research
- Preventing crime, prosecuting offenders and tackling anti-social behaviour
- North Devon Homes colleague and customer security and health and safety
- To provide services to you such as repairs and planned improvements where we will share your contact details with our contractors
- To credit scoring agencies to support you in getting loans and access a range of goods and services online.

Our legitimate interest is in running the business of letting; managing; repairing and collecting income smoothly and efficiently in accordance with the terms of the Tenancy Agreement for the benefit of the residents; and in protecting their interests as tenants of North Devon Homes property.

No data is transferred outside of the EU.

### What are the legitimate interests just referred to?

We have an interest in making sure our services and products are of a high quality, efficient and suitable for you and your home, so we may process your information to ensure that they are tailored to your needs. It can also apply to processing that is in your interests as well. For example, we may process your personal information to help ensure that our websites and systems are secure and so protect you from fraudulent use of your personal data. The legitimate interests of third parties include for instance the interests of health, social welfare, safeguarding or police authorities and other public bodies in pursuing their normal functions.

### Do we share the information with anyone?

We may share your information with third parties from time to time, such as:

- Police
- HMRC
- NHS
- Utility and telephone companies
- Local Authorities, government regulators and agencies (such as the Department of Work and Pensions, Regulator of Social Housing or Homes England)
- Credit checking agencies, rental exchange and debt recovery agents
- Charities and voluntary organisations and our support partners
- Contractors acting on our behalf
- Partner organisations who carry out Satisfaction Surveys on our behalf (including Tenant Satisfaction Measures) It is optional as to who replies to these and they are anonymised

We will share specific and relevant information with law enforcement and government agencies or public bodies where we are legally required to do so. Examples may include:

- The prevention or detection of crime and fraud
- The apprehension or prosecution of offenders
- The assessment or collection of tax or duty owed to customs and excise
- Sharing in connection with legal proceedings
- Sharing in relation to the physical or mental health of an individual, where disclosure is required to protect them or others from serious harm
- Research and statistical purpose

We may also share your information with emergency services and local authorities, where this is necessary to help them respond to an emergency situation that affects you.

### How long will the information be stored?

Your personal data will be securely stored in accordance with North Devon Homes Data Retention Policy.

### What rights do applicants/residents have?

You have the following rights in connection with the information that we have collected/processed:

- The right to request access to the information or to have it rectified or erased or restricted.
- The right to object to the processing of information
- The right to have a copy of the information ('data portability')
- The right to withdraw consent at any time (but please note what is said above about the circumstances in which we may collect and process information even without your consent)
- The right to lodge a complaint with the supervising authority, which is the Information Commissioner's Office

You have the right to access any information that we hold relating to you.

Should you wish to receive details that we hold about you please send your request in writing, including proof of your identity, to our Data Protection Officer at Westacott Road, Barnstaple, Devon EX32 8TA or email Philippa Butler at [dataprotection@ndh-ltd.co.uk](mailto:dataprotection@ndh-ltd.co.uk).

### Information provided by sources other than the applicant/resident

We may come into possession of information about you from sources other than yourself. For instance, from neighbours, other agencies, the internet or from others in the course of their dealings with the company.

Such information will usually fall into the categories outlined above.

All such information will be safeguarded in the same way as if you had given it yourselves.

### How will the information be safeguarded?

Information in digital form will be stored on encrypted computers. Such computers are safeguarded by passwords and anti-virus and anti-malware software. The computers are kept in secure conditions inside our offices.

Information kept in paper form will also be kept in secure conditions inside our offices.

Any portable devices provided by the company to staff are protected by passwords and are encrypted. If these devices are mislaid or stolen we can deactivate them remotely.

All reasonable steps will be taken to ensure that information in whatever form is not lost or damaged or destroyed or allowed to fall into the hands of those not authorised to receive it.

### Right to object

You have the right to object to North Devon Homes processing your data, even if it is based on our legitimate interests and necessary for us to provide services to you and maintain our relationship with you. If you wish to object please contact our Data Protection Officer at Westacott Road, Barnstaple, Devon EX32 8TA, email [dataprotection@ndh-ltd.co.uk](mailto:dataprotection@ndh-ltd.co.uk) or call 01271 312500.

Issued 24/01/2024

## Privacy Notice from CORE



Department for Levelling Up,  
Housing & Communities

### Continuous REcording of Social Housing Lettings and Sales (CORE)

Privacy notice for tenants and buyers  
of new social housing

#### How are we using your information?

If your household has entered a new social housing tenancy, social housing providers will share your personal information with the Department for Levelling Up, Housing and Communities (DLUHC) for research and statistical purposes.

#### How is this information provided?

The information is provided via 'Submit social housing lettings and sales data (CORE)', a service funded and managed by DLUHC. It collects information on the tenants or buyers, tenancy or sale, and the dwelling itself. Some of this information is personal and sensitive, so DLUHC is responsible for ensuring that all data is processed in line with data protection legislation.

#### Why are we sharing this information?

Information collected using this service is shared with other government departments and agencies. Data is shared with the Greater London Authority and the Regulator of Social Housing. Data providers can also access data for their organisations via the online service. Data is only shared for research and statistical purposes.

#### How does this affect you?

It will not affect your benefits, services or any treatments you receive. The information shared is anonymous and handled in accordance with the law. We are collecting and sharing your information to help us better understand the social housing market and inform social housing policy.

#### If you want to know more...

Social housing lettings and sales data is collected on behalf of DLUHC for research and statistical purposes only. Data providers do not require the consent of tenants to provide the information, but tenants have the right to know how and for what purpose data is being collected, held and used.

The processing must have a lawful basis. In this case the processing is necessary for the performance of a task carried out in the public interest to meet a function of the Crown, a Minister of the Crown, or a government department.

You have the right to object and you have the right to obtain confirmation that your data is being processed, and to access your personal data. You also have the right to have any incorrect personal data corrected.

The information collected via this service relates to your tenancy, the dwelling you are living in or buying, and your household. Some of the information may have been provided by you as a tenant when signing the new tenancy or buying your property. Other information has been gathered from the housing management systems of social housing providers.

Data collected will be held for as long as necessary for research and statistical purposes. When no longer needed, data will be deleted in a safe manner. We are aware that some of the data collected is particularly sensitive.

#### For example:

- ethnic group
- if previous tenure is a hospital or prison or approved probation hostel support
- if household left last settled home because discharged from prison, a long stay hospital or other institution
- if source of referral is probation or prison, youth offending team, community mental health team or health service

All the information collected via this service is treated in accordance with data protection requirements and guidelines.

Data is published by DLUHC in aggregate form on an annual basis as part of a report and complementary tables.

You can visit [www.gov.uk/government/collections/rents-lettings-and-tenancies](http://www.gov.uk/government/collections/rents-lettings-and-tenancies) to access the annual publications on lettings. Or visit [gov.uk/government/collections/social-housing-sales-including-right-to-buy-and-transfers](http://gov.uk/government/collections/social-housing-sales-including-right-to-buy-and-transfers) to view the publications on sales.

The detail level data is anonymised and protected to minimise the risk of identification and held with the UK Data Archive for research purposes.

#### Making a complaint

If you are unhappy with any aspect of this privacy notice, or how your personal information is being processed, contact the Department Data Protection Officer at: [dataprotection@communities.gsi.gov.uk](mailto:dataprotection@communities.gsi.gov.uk)

If you are still not happy, you have the right to lodge a complaint with the Information Commissioner's Office (ICO) at [ico.org.uk/concern](http://ico.org.uk/concern).

## The Rental Exchange - Fair Processing Notice for Tenancy Agreement

Renters sometimes struggle to get affordable loans, a mortgage and credit cards or to open bank accounts; often this is because they do not have a credit history. If you want to buy something on credit, then it helps considerably if you have a good credit history (a track record of paying off credit agreements). Companies use credit history to assess your creditworthiness before making a lending decision.

Having a good credit history also helps to provide proof of your identity, and where you live and have lived before. This can help you access a range of goods and services online, including getting the best deals on mobile phones, TV and broadband packages and car insurance.

Homeowners with a mortgage have an advantage as their mortgage payment history can count towards their credit history and we strongly believe that your rent payment history should be used in the same way to help you access more affordable credit. There is a legitimate interest in the sharing of data into Rental Exchange for these purposes, which forms our legal ground for the sharing of this data into the Rental Exchange. Landlords who share data into Rental Exchange will have a legitimate interest in being able to make use of this data to support better informed tenancy decisions.

North Devon Homes has teamed up with Experian to take part in The Rental Exchange. The Rental Exchange is a way to strengthen your credit report without you needing to take on new credit. The scheme enables us to share details about the rent you pay with Experian on a monthly basis. This is then included in your credit report, meaning you will then be recognised for paying your rent on time. This data is processed on behalf of North Devon Homes by Housing Partners Limited.

Not only will we be able to work with you more closely to manage your existing tenancy agreement, your track record as a tenant will enable Experian to use the information supplied to them to assist other landlords and organisations to:

- assess and manage any new tenancy agreements you may enter into;
- assess your financial standing to provide you with suitable products and services;
- manage any accounts that you may already hold, for example reviewing suitable products or adjusting your product in light of your current circumstances;
- contact you in relation to any accounts you may have and recovering debts that you may owe;
- verifying your identity, age and address, to help other organisations make decisions about the services they offer;
- help to prevent crime, fraud and money laundering;
- screen marketing offers to make sure they are appropriate to your circumstances;
- for Experian to undertake statistical analysis, analytics and profiling,
- and for Experian to conduct system and product testing and database processing activities, such as data loading, data matching and data linkage.

If you would like to see more information on these, and to understand how the credit reference agencies each use and share rental data as bureau data (including the legitimate interests each pursues) this information is provided in this link: [www.experian.co.uk/crain](http://www.experian.co.uk/crain) (Credit Reference Agency Information Notice (CRAIN)). (For a paper copy, please get in touch with us or with Experian using the contact details in this letter).

We will continue to exchange information about you with Experian while you have a relationship with us. We will also inform Experian when your tenancy has ended and if you have outstanding rental arrears Experian will record this outstanding debt. Experian will hold your rental data for the time limits explained in CRAIN (section 7). Rental data falls into the Identifiers (e.g. your name, address, date of birth) and financial account categories (i.e. tenancy account, rental payment information).

We and Experian will ensure that your information is treated in accordance with UK data protection law, so you can have peace of mind that it will be kept secure and confidential and your information will not be used for prospect marketing purposes.

If you would like advice on how to improve your credit history you can access independent and impartial advice from [www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk) (you can get a copy of your Statutory Credit Report by visiting [www.experian.co.uk/consumer/statutory-report](http://www.experian.co.uk/consumer/statutory-report)).

If you are unhappy with anything relating to Rental Exchange, please contact us on the contact details above. Philippa Butler is the Data Protection Officer appointed by North Devon Homes with responsibility for personal data processing activities.

You also have the ability to get in touch with the Information Commissioner's Office. More information about this can be found using this link here: <https://ico.org.uk/concerns/>

Standard information for new tenancy applications

In order to process your application, we may perform credit and identity checks with Experian. Where you take services from us we may also make periodic searches with Experian to manage your account with us.

To do this, we will supply your personal information to Experian and they will give us information about you. This will include information from your application and about your financial situation and financial history. Experian will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

When Experian receive a search from us they will place a search footprint on your credit file (this will not be seen by other organisations).

If you would prefer not to benefit from the scheme and do not want us to share your tenancy information, you can opt out by calling us on 01271 312500, emailing [dataprotection@ndh-ltd.co.uk](mailto:dataprotection@ndh-ltd.co.uk) or writing to the address on the back page of this pack.

Yours sincerely,

Alison Myhill  
Income Manager

## Starter Tenancy Agreement - Terms & Conditions

### A) Your tenancy agreement

- 1 By signing this agreement, you are agreeing to be a North Devon Homes tenant. We will be able to check the progress of any Housing Benefit or Universal Credit claim you make and discuss your rent account with any legal, voluntary or charitable organisation, in order to help you pay your rent.
- 2 This tenancy agreement is a legally-binding contract between you and us. By signing this agreement, you are agreeing to keep to the terms set out in this agreement and within a series of leaflets on our website.
- 3 This tenancy is a 'starter tenancy'. For the first 12 months and any extension periods, it will be a weekly assured tenancy. Following this 12 month period and as long as we have not taken steps to end the tenancy or extend the 12 month period, the tenancy will automatically become an assured non-shorthold tenancy on the same terms as set out in this tenancy agreement. The starter tenancy will not automatically convert during any extension period. The assured non-shorthold tenancy will continue each week until either we or you end it in one of the ways set out in this tenancy agreement.
- 4 Apart from any changes to your rent or service charge, we can only change this agreement if both parties agree in writing.
- 5 Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living in or visiting your home. This includes children.
- 6 Under this agreement, you have the right to enjoy your home. We will not interfere with this right unless any of the following apply:
  - You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions or we may ask the court for permission to evict you (move you out of your home).
  - We need to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you somewhere suitable to stay until the repairs are finished.
  - We need access to your home to inspect it, carry out repairs, service any appliances or carry out other work to your home or your neighbour's home.
  - You or anyone else living with you has given false information to get the tenancy.
  - You find another home and stop using the property as your main home.
  - There is any other reason under the Housing Act 1988 or Housing Act 1996, or any future law.
- 7 We will keep to the Data Protection Act 1998. We will allow you to inspect certain information which we hold about you. We may charge you for providing copies of the information. By signing this agreement, you are agreeing that we can give personal information we hold about you to 'third parties' if this is reasonable during the course of our business as a provider of social housing. Examples of third parties we may give information to are other landlords, the police or other public agencies.
- 8 If you owe us any money when your tenancy ends, you must agree how you are going to repay this before you can start your new tenancy agreement. We will not usually move you if you owe us money, unless there are exceptional circumstances. We may ask you to commit to and sign a schedule setting out the amounts you owe us and how you are going to pay these. The schedule will form part of this tenancy agreement and if you do not keep up with the payments you will have broken the terms of this agreement.
- 9 The people who can live in your home are the people you told us about when you applied to us for housing. Before anyone else comes to live with you for more than 28 days, you must get our written permission. We may refuse you permission to let them stay at your home.
- 10 The Contracts (Rights of Third Parties) Act 1999 does not apply to this tenancy. This means that

other people cannot enforce any rights or responsibilities under the tenancy – only you or us.

- 11 Where this agreement refers to Acts of Parliament (for example, Housing Act 1988), those references include any changes made to those acts in the future.
- 12 Special conditions may apply to your tenancy. These may be personal to you or relate to the home you live in. We will tell you about these special conditions in your offer of tenancy. If we have set any special conditions, we may ask you to sign a schedule setting out those conditions and confirming that you accept them.

### B) Our responsibilities

- 1 We will keep the structure and the outside of your home in repair.
- 2 If you live in a flat or maisonette, we will carry out work referred to in clauses B1, B3, B4 and B5 to the building your home is in. We will also maintain all shared areas.
- 3 We will make sure all fixtures and fittings for water, gas, electricity, and space and water heating are in working order, and will repair these if necessary. Meters and meter boxes outside your home belong to the supplier of the service. You must report any faults with these to the relevant supplier.
- 4 We will carry out repairs we are responsible for, such as repairing or replacing fixtures and fittings which we own. There are full details of who is responsible for repairing various items around your home on our website.
- 5 We will carry out a gas-safety check of your home each year, for all properties with a gas appliance.
- 6 We will meet the regulatory framework and guidance issued by Homes England and the Regulator of Social Housing.
- 7 We will give you information about how to use your home and our services.

### Your rights

- 1 You have the right to live in your home without interference from us as long as you, your family, friends and relatives, and any other person living in or visiting your home (including children) do not break any of the conditions in this agreement. If you or any of these people do break any of the conditions, we may apply to the court to end your tenancy.
- 2 Under the Housing Act 1988, if you die and you have a sole tenancy (you are the property's only tenant), your tenancy will pass to your husband, wife or partner if your home was also their only or main home at the time you died and they were living with you (but see clause C3). If you have a joint tenancy, the tenancy will automatically pass to the other joint tenant who will then become the sole tenant (but see clause C3).
- 3 The tenancy can only pass to one successor. This means that if you are a successor of the tenancy for another reason, there cannot be another succession (see section G - Definitions for the meaning of successor and succession).
- 4 If your husband, wife or partner does not take over your tenancy (as explained in C2 above), we will not unreasonably refuse a request to transfer the tenancy to another member of your family. This person must have lived with you throughout the year before your death, and your home must have been their main home at the time of your death. We will also consider transferring the tenancy to anyone who was living with you for at least a year before your death, and who had been looking after you or had accepted responsibility for looking after your dependants. Any successor must also agree, in

## Terms & Conditions continued...

writing, to keep the terms of this agreement. You do not have this right during the first 12 months of the tenancy or any extension period.

- 5 If, in section C4 above, more than one member of your family is eligible to take over the tenancy, they should agree between them which of them will claim it. If they cannot agree, they can each apply to take over the tenancy, and we will decide who will get it. They must apply in writing, within one month of your death. We will tell them the name of the person who will get the tenancy.
- 6 All applications to take over the tenancy after your death must be made to us in writing within one month of your death.
- 7 You may take in lodgers, unless the property is set aside for people of a specific needs group and your lodger does not have these needs, or if the property becomes overcrowded as a result of taking in a lodger. You must get our written permission before they move in. We will not refuse permission unreasonably. You do not have this right during the first 12 months of the tenancy or any extension period.
- 8 You may sublet part of, but not your entire home. You must get our written permission beforehand. We will not refuse permission unreasonably. Any tenancy you give to subtenants must be an assured shorthold tenancy under section 20 of the Housing Act 1988. You do not have this right during the first 12 months of the tenancy or any extension period.
- 9 You have the right to exchange your home with another registered social landlord or council tenant. You must first get our written permission. There are reasons why we may refuse permission, and we will explain these if we have to refuse. You do not have this right during the first 12 months of the tenancy or any extension period.
- 10 You have the right to transfer your tenancy to someone else (called an assignment) in the following circumstances.
  - If there is a court order saying you must transfer it.
  - If we agree to the transfer.
  - If you transfer the tenancy to a person who would be entitled to take over the tenancy when you die. This is known as a voluntary assignment. If a voluntary assignment takes place, you will have used the right to succession.
  - If you are transferring under the right to exchange.You do not have this right during the first 12 months of the tenancy or any extension period.
- 11 You may have the right to buy (called the right to acquire) your home (see section G – Definitions for the meaning of right to buy). You do not have this right during the first 12 months of the tenancy or any extension period.
- 12 You have the right to repair (see section G – Definitions for the meaning of right to repair).
- 13 We will consult you before we make any changes in the way we manage your property if these changes are likely to have a major effect on you.
- 14 You have the right to receive information from us about the terms of this tenancy and about our responsibilities to carry out repairs, our policies and procedures on consulting tenants, allocating housing and transfers, and our performance as a landlord.

## D) Your responsibilities

### Paying your rent and service charges

- 1 You must pay the rent and all other charges for your home on time. This includes service charges, charges for heating and charges for your supported housing services.
- 2 You must pay your rent every Monday for the coming week. If you prefer, you can pay every two weeks (for the coming two weeks) or every month (for the coming month).
- 3 If you receive Housing Benefit or Universal Credit, you must inform the awarding organisation immediately if your circumstances change. If the awarding organisation pay you too much benefit because you do not tell them about a change in your circumstances, we may claim the overpayment from you when they claim the money back.
- 4 If you are a joint tenant, you and any other tenants are equally responsible for paying the rent and other charges due. This means that we can ask either of you to pay the full amount due and any late payments.
- 5 We may take any money you owe us from any money we owe you.
- 6 We will review and set your rent once a year with any increase payable from the first Monday in the April following the start date of this tenancy.
- 7 Any other rent increase will be in line with the Housing Act 1988 (section 13). Section 13 allows us to increase the rent by giving at least 28 days' notice of the increase and giving you the date when the increase will take effect. We will make any rent increase on the first Monday in April.
- 8 If you do not agree with the new rent we are proposing, you can ask the Rent Assessment Committee to fix the new rent. The Rent Assessment Committee is an independent panel of people who decide whether rent charges are appropriate.
- 9 We will provide the services set out in Schedule 1. You will pay a service charge for these.
- 10 Our service charges are based on reasonable costs we have had to pay during the previous accounting year or on estimates for the current or next accounting year. We will add management and administration charges to these costs. We will write to you showing whether we spent more or less than we estimated at the beginning of the accounting year. If we spend more or less than we have charged you, we will adjust your service charge in the following accounting year.
- 11 After consulting you, we may add to, change or remove the services we provide.

### Antisocial behaviour

- 12 You, your family, friends and relatives or anyone living with you or visiting you (including children) must not do any of the following:
  - Anything which causes, or is likely to cause, a nuisance to or annoy anyone living in or visiting the local area.
  - Anything which interferes with the peace, comfort or convenience of other people living in or visiting the local area.
  - Use the property for any crime or any immoral or illegal purpose, including selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution.
  - Harass, threaten to harass, or use or threaten violence towards anyone in the local area.
  - Harass, threaten to harass, or use or threaten violence towards our staff, gents or contractors or any tenant representatives.
  - Use or threaten violence towards anyone living in the property.
  - Use record players, radios, tape recorders, televisions, CD players, amplifiers, loudspeakers or musical instruments in a way that will annoy people, or so they can be heard outside the property.



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- Use any domestic appliances or DIY equipment in such a way or at times (for example, at night or early in the morning) that could cause a nuisance to or annoy other people.
- Harass anyone in the local area because of his or her race, colour, sex, religious beliefs, age, disability, sexuality, marital status or appearance.
- Behave in an antisocial way. Whilst the following is not an exhaustive list Antisocial behaviour includes:
  - using or threatening to use violence;
  - racist behaviour, including physical or verbal abuse, graffiti, displaying racist literature or posters;
  - playing music loudly or making other loud noise;
  - banging and slamming doors;
  - damaging property;
  - drug dealing in your home or in the area near your home;
  - skateboarding or cycling on footpaths or walkways where it could cause a nuisance or be unsafe;
  - riding motor bikes, quad bikes or any other motorised vehicles anywhere other than on public roads;
  - dumping rubbish;
  - being drunk or under the influence of drugs in public;
  - going to the toilet in public or spitting in public;
  - committing a crime in the property;
  - selling alcohol, tobacco or fake goods illegally;
  - spraying or drawing graffiti;
  - throwing things out of windows;
  - prostitution;
  - dealing in pornography;
  - not keeping your pets under control;
  - not supervising your children properly; or
  - not looking after your garden.

- 13 If you or your family and visitors behave antisocially, we may take legal action to stop you. This may include going to court to ask for you to be evicted, applying for an injunction (a court order to stop you behaving antisocially) or applying for an Anti-Social Behaviour Order (ASBO). 'Harassment' is defined in section G - Definitions.

### Using your home

- 14 You, your family, friends and relatives, and any other person living with or visiting you, including children, must not use the property for any other purpose than a private home.
- 15 You must live at the property, and it must be your only or main home.
- 16 We advise you to take out home contents insurance for your belongings, as we are not responsible for any losses you may suffer.
- 17 You will tell us if you are going to be away from home for more than 28 days. We will then know you have not abandoned your home. If your job means you are often away from home, or you know beforehand that you will be away for long periods of time, you should discuss this with us. If you do not tell us, we may assume you have abandoned your home and take legal steps to take possession of your home.
- 18 If you are going to be away from home, you must take reasonable steps to make sure that the property is secure while you are away. You must also make sure that the gas, electricity and water supplies are safe, and that you have disconnected any services if necessary, for example, you have turned the water off, or

ensure that the property is heated to stop pipes freezing during periods of cold weather.

- 19 You must not run a business from your home without our permission. We will not refuse permission unless we feel the business is likely to cause a nuisance to other people or damage the property. We may withdraw our permission if, after we have given it, if we find that the business does cause a nuisance.
- 20 You must get our permission and any relevant planning permission before you put up any notice, advertisement, flag, sign or board on the outside of the property or inside the property so that it can be seen from the outside.
- 21 You are responsible for the behaviour of members of your household, and your visitors, in your home and in the local area. You must make sure that they do not break the terms of this agreement. This includes children under 18. If they do, you may be held responsible and could face legal action.

### Repairs and maintenance

- 22 You are responsible for keeping the inside of your home clean and in good condition. You should redecorate as often as is needed to keep your home in good condition.
- 23 You are responsible for carrying out minor repairs.
- 24 You are responsible for repairing any broken windows and other panes of glass which has been caused by you or someone you are responsible for.
- 25 You are responsible for carrying out any repairs or replacements that are necessary because of your neglect or actions or those of members of your household, pets or visitors to your home. If we repair items which you are responsible for, we will charge you the cost of these repairs and you must pay these charges within 14 days.
- 26 You must tell us about any repairs that we are responsible for as soon as possible.
- 27 You must get our written permission before you make any changes or improvements to the property. You may need to meet certain conditions, such as building regulations or planning approval. If we refuse permission we will give you our reasons in writing.
- 28 You must get our written permission before arranging for a gas supply to be installed at your home.
- 29 You must allow our staff, agents and contractors to come into your home to inspect or carry out repairs at reasonable hours of the day. Where possible, we will normally give you at least 24 hours' notice that we will be calling, unless it is an emergency repair.
- 30 If we cannot get into your home in an emergency, we may have to force entry. Examples of emergencies are where water is overflowing or somebody's life or physical safety is at risk. In this case, we will make the property secure and repair any damage caused by forcing our way into your home. If we have to force entry because of an emergency that was caused by you neglecting or misusing the property or you failing to report repairs, we will charge you the cost of forcing our way into your home and you must pay these charges within 14 days.
- 31 You must allow our staff, agents or contractors to come into your home to carry out the yearly service of appliances we own, for example, gas appliances. We will give you at least 24 hours' notice unless it is an emergency and we need to come into your home to prevent property being damaged or people being injured.
- 32 If we have made an appointment to visit you and there are costs involved because you are not in or you refuse to let us into your home, we will charge you the cost and you must pay these charges within 14 days. If we have to take legal action to give us the right to enter your home, we will ask the court for an

## Terms & Conditions continued...

order to make you pay the cost of the legal action.

- 33 If we believe that we cannot reasonably carry out necessary repairs or improvements to your home while you and your household are in the property, we may ask you to move to temporary accommodation for as long as it takes to carry out the work. We will ask you to move back into your home when the work is finished.
- 34 You must not fit an aerial or satellite dish without our written permission. If you fit an aerial or satellite dish and we need to erect scaffolding on your or your neighbours home you may lose signal whilst this work is carried out. We will not be responsible for any costs or signal losses during this work, if you wish to temporarily move your dish during such works this will be at your own cost.
- 35 You are responsible for repairing and maintaining all improvements and fixtures and fittings that you install in your home. If you leave them behind at the end of your tenancy, they will become our property. If you take them with you, you must put the property back to the way it was before you made the improvements. If you don't do this, we will charge you the cost of any work that is needed to put the property back to its original state.

### Health, safety and hygiene

- 36 You, your family, anyone living with you, and visitors to your home, including children, must do the following:
- Keep the property clean and tidy. If we have to do work to bring it back to a reasonable standard, such as removing rubbish, we will charge you for this and you must pay these charges within 14 days.
  - Keep the property free of pests and vermin (for example, rats).
  - Keep all shared areas, such as entrances, stairways, parking areas, corridors and landings, clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas. If we have to remove anything in these areas we may charge you with the cost of this work and you must pay these charges within 14 days.
  - Put all rubbish in appropriate bin bags, wheelie bins, shared bins or shared in areas used for this purpose.
  - Only put bins out for collection on the correct day.
  - Have your rubbish and recyclable material collected regularly.
  - Keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
  - Not use the garden, store sheds or any other outside areas to store rubbish, scrap metal or vehicle parts (including tyres).
  - Not use any portable oil, paraffin or gas appliances in your home except for sealed oil-filled radiators.
  - Not store any flammable materials such as gas, paraffin or oil in the property.
  - Not store any vehicles that are powered by petrol, diesel or paraffin in shared areas such as hallways.
  - Not let anyone who you do not know into the building or jam open any shared or fire-safety doors.
  - Not tamper with or alter the electrical or gas systems, installations or meters in or serving the property.
  - Not block the corridors, staircases, balconies or lifts.

### Pets

- 37 You must not keep any domestic animals or any livestock at your home without first getting our written permission. If we give our permission, you must make sure that they are properly controlled and do not cause any nuisance to or annoy anyone in the local area, including our staff, agents or contractors. If your pet causes a nuisance we will withdraw permission.
- 38 You, your family, or anyone living with you or visiting your home must not do any of the following:
- Keep any animals for commercial breeding purposes.

- Allow any animal you keep at the property to foul in your home, garden, shared areas or in the shared areas outside the property, for example, roads, footpaths or play areas in the local area.
- Keep any unsuitable or dangerous animals.

### Gardens

- 39 You must keep your garden tidy and free from rubbish. If we have to clear any rubbish we will charge you the cost of the work.
- 40 You must not put up a shed, garage, fishpond or greenhouse without getting our written permission first.
- 41 Except for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at the property without first getting our written permission.
- 42 You must not dig in the garden to a depth of more than 0.3 metres without first getting our written permission.
- 43 You must not store any rubbish, furniture or appliances in the garden. If you do, we may have to remove the items. If this happens, we will charge you with the cost and you must pay these charges within 14 days.
- 44 You should keep any hedges or trees around your garden maintained to a reasonable height and condition and make sure that it does not obstruct any footpath. If we have to maintain them to keep footpaths clear, then we will recharge you.

### Vehicles

- 45 You, your family, friends and anyone living with or visiting you must not do any of the following:
- Park a vehicle anywhere on the property apart from in a garage, in a parking space or on a driveway with a hard standing and a dropped kerb.
  - Park any vehicle that does not have a valid road tax or is in a condition not fit for the road on any land we own.
  - Park on land we own that is not a marked parking area.
  - Build a parking space, garage or drive without our written permission.
  - Park a vehicle in a way that blocks roads, drives, footpaths or access for other vehicles or pedestrians.
  - Park caravans, trailers, boats or a business vehicle over 1 tonne in weight at the property or on any land we own without first getting our written permission. If we have to remove such a vehicle (and we know you own it), we will give you at least 24 hours' notice and will charge you for the cost of moving and storing it.
  - Park without a valid permit, where there is a parking scheme for residents and their visitors.
  - Carry out repairs except running repairs to your vehicle. If we believe you may be being paid to carry out repairs, we may ask you to prove that the vehicle belongs to you. If the repairs cause any damage, we may carry out work to repair the damage. If this happens, we will charge you the cost and you must pay these charges within 14 days.
  - Sell, rent or give away any parking space or garage that we provide for you.
  - Double park or park in a way that obstructs other vehicles.
- 46 If we do not provide a proper place for parking, you should park on the road outside the property. You must respect any parking restrictions.
- 47 By signing this agreement you are authorising us to remove any vehicle that you leave abandoned on the property and which breaks these conditions, or which we think has been abandoned or is dangerous. We will charge you to cover our expenses for removing the vehicle.

### Getting permission

- 48 You must get our written permission before doing any of the following:
- Let anyone who you did not tell us about on your housing application move in with you for more

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than four weeks.

- Keep any animal at the property.
- Carry out any changes or improvements to the property.
- Arrange to have a new gas supply installed.
- Put up a garage, shed or greenhouse.
- Build a parking space or drive.
- Remove, alter, replace or erect any walls or fences.
- Plant any hedges or trees.
- Sublet any part of the property or take in a lodger.
- Exchange or transfer your home.
- Put up a satellite dish, television or radio aerial or CCTV camera.
- Lay laminate flooring (this may be refused in flats or on upstairs floors).

49 If you need our written permission for something, we agree not to refuse permission unreasonably.

### Ending your tenancy

50 If you plan to leave your home permanently, you must do the following before you move out:

- Give us at least four weeks' written notice confirming that you will be ending your tenancy. The notice must end on a Sunday.
- Return all keys belonging to the property (including all keys to shared doors) to North Devon Homes' office, by 12 noon on the Monday after your notice ends. If you return the keys after this time, we will charge you another week's rent. If we have to fit new locks and keys, we will charge you the cost of this work.
- Pay all rent and other charges up to the date your tenancy ends.
- Leave the property clean and tidy, well-decorated and free from rubbish. If we have to clean or clear the property, we will charge you the cost of doing this.
- Remove all furniture and personal belongings from the property (including any loft space) and from any sheds or garages you rent or that come with the property.
- Make sure all fixtures and fittings you have installed in the property and which you are leaving behind are safe and in good working order. If they are not, and we have to replace them, we will charge you the cost of doing this.
- Make sure no-one (including pets) is left in the property.
- Give us your new address.
- Have all your meters read and arrange to have your mail redirected to your new home, before you hand in the keys to the property.
- If you claim any benefits, tell the awarding organisation you are moving.

51 You, and every member of your household, must move out of the property at the end of the tenancy. If you do not move out, and there are costs involved in making you leave the property, you must pay these costs.

52 If you leave any belongings in the property, after the tenancy ends we will get rid of these and charge you any costs involved in moving the items.

### E) Notices

1 If we need to send you any letters and notices, we will give them to you in person, post them through your letterbox, attach them to your door or post them to you at the last address we have for you.

2 If you need to give us any notice, you should send it to:

North Devon Homes  
Westacott Road  
Barnstaple  
Devon  
EX32 8TA  
Phone: 01271 312500  
Website: [www.ndh-ltd.co.uk](http://www.ndh-ltd.co.uk)  
E-mail: [enquiries@ndh-ltd.co.uk](mailto:enquiries@ndh-ltd.co.uk)

### F) Grounds for possession

- 1 As long as you live in your home as your only or main home, we can only end your tenancy by getting a court order for possession.
- 2 This tenancy is an assured shorthold tenancy for the first 12 months (or any extension period). It will automatically become an assured non-shorthold tenancy (on the same terms as set out in this agreement) after 12 months (or at the end of any extension period), unless we begin legal action to repossess your home before this.
- 3 If the tenancy becomes an assured non-shorthold tenancy, we will send you a letter confirming the change.
- 4 We may decide to extend the first 12-month period of your tenancy. We will make this decision before the end of 12 months, and will write to you to tell you we are giving you an extension period. We may give you an extension period of up to six months. During this extension period, you will continue to be an assured shorthold tenant.
- 5 During the first 12 months of the tenancy (or any extension period) we may serve a Section 21 Notice Requiring Possession or a Section 8 Notice Seeking Possession. If we serve a Section 21 notice, we will give you at least two months' notice that we are ending your tenancy. If we serve a Section 8 notice, we will usually give you at least 28 days' notice that we are ending your tenancy, but we may give you less notice if the Housing Act 1988 allows this.
- 6 If the tenancy continues after 12 months (or any extension period), we can only end your tenancy if one or more of the grounds listed in the 1988 Housing Act as amended by the 1996 Housing Act applies, or any grounds added by future legislation. The grounds that we can use to end your tenancy are grounds 2, 6, 8, 9, 10, 11, 12, 13, 14, 14a, 15, 16 and 17 of Schedule 2 of The Housing Act 1988. If ground 2, 6 or 8 applies, the court must make an order for possession. If ground 9, 10, 11, 12, 13, 14, 15, 16 or 17 applies, the court may make an order after considering all the circumstances.
- 7 If your tenancy stops being an assured shorthold tenancy (for example, because the property is no longer your only or main home), we may end the tenancy by giving you at least four weeks' written notice.

### G) Definitions

Anti-Social Behaviour Order (ASBO) – these are court orders designed to deal with persistent and serious antisocial behaviour. Landlords, councils and the police can apply to court for an ASBO. ASBOs last for at least two years. It is a criminal offence to break an ASBO.

Assured non-shorthold tenancy – a tenancy in line with the Housing Act 1988 (as amended by the Housing Act 1996). It is not an assured shorthold tenancy. A court can only end an assured non-shorthold tenancy if the landlord provides a ground for possession.

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Assured shorthold tenancy – a tenancy in line with section 19A of the Housing Act 1988 as amended by the Housing Act 1996. A court can end an assured shorthold tenancy without the landlord having to prove any grounds for possession or the court deciding whether it is reasonable to make an order for possession.

Demoted tenancy – an assured shorthold tenancy which makes it easier than an assured tenancy for the landlord to end your tenancy and gain possession of the property. A court can set a demoted tenancy if an assured tenant behaves antisocially. The demoted tenancy lasts for a year and is similar to a starter tenancy. A demoted tenancy becomes an assured shorthold tenancy, and can lead to eviction if the antisocial behaviour continues.

Fixtures and fittings – all appliances and furnishings (not furniture which you can move) in the property including those for supplying or using gas, electricity or water.

Garden – lawns, paved yards, spaces enclosed within your boundaries, hedges, lawns, trees, shrubs, outside walls and fences attached to your home.

Grounds for possession – the landlord's reasons for wanting to end your tenancy.

Harassment – this includes any of the following:

- Any behaviour or action which threatens the physical or mental health, safety or sense of wellbeing of any other person.
- Any behaviour or action which has a hurtful or negative effect on any person's peaceful enjoyment of their home or surrounding environment.
- Damage or threats of damage to property belonging to another person, including damage to any part of a person's home.
- Writing threatening, abusive, offensive, or insulting graffiti.
- Any action or failure to act that is meant to interfere with the peace or comfort of any other person or to inconvenience them.

Home – the property you live in, including the garden (if this is for your private use), but not including any shared areas.

Homes England – the government agency that funds some registered social landlord development.

Injunction – a court order that says you must, or must not, do certain acts. If you do not keep to an injunction, this could lead to a fine and sometimes a prison sentence.

Local area – the whole of the estate the property is on, and, in most cases, any other place within one mile of the boundary including privately-owned or other rented properties. In some circumstances, the definition of local area may go beyond one mile of your home.

Lodger – a person who you allow to share your home, whether or not you charge them rent.

Mutual Exchange – when you swap tenancies with another tenant.

Partner – someone you live with as if you were married.

Regulator of Social Housing - the government agency which regulates registered social landlords

Relative – includes parent, children, grandparents, brothers, sisters, uncles, aunts, step-relatives, adopted children, grandchildren, nephews and nieces.

Rent – in this agreement the word 'rent' means all charges which you must pay under the terms of this agreement.

Right to buy – this means you may be able to buy your home with help of a grant to reduce the full cost. A member of our staff can tell you if you have this right.

Right to repair – this means that we must carry out certain repairs within set timescales. If we do not finish the repairs within certain timescales (you can ask us for details of these) and do not give you a good reason for not doing the work, you have the right to get the work done yourself and charge us the reasonable costs of the repairs. This is in line with Section 96 of the Housing Act 1985.

Service charge – an amount we charge, on top of the rent, to cover services we provide to homes, for example, maintaining the grounds, cleaning the estate your home is on, lifts and providing door-entry systems.

Shared areas – parts of the building which all tenants can use, including the hallways, stairs and shared gardens.

Starter tenancy – a tenancy which gives us a chance to decide whether you will be able to maintain a long-term tenancy without breaking its terms. For the first 12 months, a starter tenancy is an assured shorthold tenancy. At the end of 12 months, or any extension we give you, the tenancy will automatically become an assured non-shorthold tenancy unless we have taken steps to end the tenancy before this.

Sublet – giving another person the right to live in part of your home and charging them rent to live there.

Succession – when the tenancy passes to a successor.

Successor – a successor means one of the following people.

- A husband, wife or partner who the tenancy passed to under the Housing Act 1988.
- Someone who has a joint tenancy and has become the only tenant.
- Someone who becomes the tenant by exchanging their tenancy under the right to mutual exchange' (see above) and they were a successor under their previous tenancy.
- Someone who has had the tenancy transferred to them as someone who would have been entitled to take over the tenancy if the previous tenant had died.
- Someone who becomes the tenant after a court order transfer the tenancy to them if the person ordered to transfer the tenancy was a successor.
- Someone who is granted a new tenancy under Section C4.

We, us, the landlord – North Devon Homes.

Vehicle – a car, van, bike, boat or trailer.

You – the tenant, and in the case of joint tenants, all the joint tenants.  
third parties we may give information to are other landlords, the police or other public agencies.

## Fire Safety Information

At North Devon Homes we take the safety and welfare of customers very seriously and ensuring that our homes are safe places in which to live is top of our list.

There's a number of things we do to help ensure your safety; here's a few examples:

- We complete fire risk assessments to identify the risk from fire
- We undertake regular inspections of common areas to identify defects and housekeeping issues
- Ensure fire detection is installed, tested and maintained in tenanted properties
- We repair and maintain fire safety equipment
- Our staff work with customers to manage communal areas of buildings to ensure they are kept clear of combustible items such as personal belongings and waste



As a customer of North Devon Homes there are things you can do to help us manage fire safety protecting yourself and others. See below for some precautions you can take:

- Don't overload electric sockets, unplug all electrical appliances when not in use; don't forget your hair straighteners and chargers!
- Take care when smoking; don't smoke in bed or leave cigarettes burning; empty ashtrays.
- Do not smoke in any common areas, it is strictly prohibited.
- Keep matches away from children.
- Keep candles away from flammable surfaces or textiles such as curtains; don't leave burning candles unattended and use a proper candle holder.
- If you have a wood or coal fire, make sure that chimneys and flues are cleaned regularly.
- Don't leave open fires without a fireguard.
- Don't dry clothes on or near any appliance which might cause a fire.
- Close doors.
- Don't leave chip pans, frying pans or grill pans (and/or cooking in general) unattended.
- Test your smoke/carbon monoxide detectors weekly; remember it's important to keep these alarms in working order – they could save your life!
- Allow our staff and contractors access to your home to test your detection equipment.
- Do not make any alterations to your home without North Devon Homes' permission. You could affect the fire safety precautions within your home. This includes replacing your front door or installing cat flaps etc.
- Do not tamper with any fire precautions, such as fire doors in communal areas. If damage is observed report it to us as soon as possible.
- Have an escape plan. Make sure you know how to escape safely from your home should a fire break out and what you should do if your escape route is blocked.

Remember in the case of a fire you may have to get out of your home quickly, so don't clutter corridors and escape routes.

If you have any concerns about fire safety or if you'd like to report a repair please contact our Customer Care Team who will be able to manage your enquiry on 01271 312500 or for out of hours emergencies 0800 917 0619.

## If you discover a fire remain calm and take the following action:

What to do if the fire is in your home:

- Warn everybody – get out if possible
- Leave as quickly as possible via the nearest exit
- Close doors behind you, especially your front door
- Stay close to the ground to avoid smoke
- Call 999 from outside, give the address of the property and ask for the local fire service
- Do not go back inside – tell the Fire Brigade if anyone is missing



What If I live in a block?

If the fire is in your home or you discover a fire in a communal area follow the instructions above; where possible activate the nearest fire alarm call point if a communal alarm system is installed this will alert other residents.

- Don't go back home or stop to collect personal belongings
- Don't try to put the fire out
- And where applicable, take the stairs, don't use the lift

If you're at home and there's a fire elsewhere in your block:

- Stay where you are unless it's unsafe to do so or you are asked to move to an alternative area of safety
- Close all doors and windows to prevent smoke from entering your property
- Ensure the Fire Service has been contacted – don't assume someone else has made the call
- Sit by a window so you can be seen by the emergency services

## What to do if your escape route is blocked:

- Get everyone into one room (preferably with a window) and close the door
- Shut the doors and block bottom of doorways with blankets/bedding/coats/towels/coats
- Stay low and get to a window
- Phone the Fire Brigade or shout for help so that someone else can phone for you
- If you cannot open the window, break it and cover the broken edges
- If you are on the ground or 1st floor and can safely escape from a window do so; remember to avoid jumping from a window, lower yourself to arms length and drop to the ground
- If escape through the window is impractical/unsafe then wait by the window with your head in fresh air until help arrives

For information/concerns about hoarding please visit <http://helpforhoarders.co.uk>

Get a free home fire safety visit

Your local fire service may offer a free home fire safety check. To request a free visit, you can contact North Devon Homes or alternatively Devon and Somerset Fire and Rescue Service on: 0800 05 02 999, [firekills@dsfire.gov.uk](mailto:firekills@dsfire.gov.uk) or [www.dsfire.gov.uk](http://www.dsfire.gov.uk)

## Getting our OK - Making Changes to Your Home

Can I improve or alter my home?

You will need our ok if you want to:

- Add anything to your home from an extension to a garden shed
- Fix anything significant to the outside including TV aerials, satellite dishes and waterbutts
- Take anything out or knock anything down or change the layout

If in any doubt please ask.



We will normally say yes to your request. However, we will say no if for example:

- It would reduce the value of the property
- It would stop us meeting our legal or other responsibilities
- It would cause a nuisance to your neighbours



If we have to say no we will explain why.

When we give our agreement we might:

- Set conditions
- Request the work is done in a particular way
- Want to inspect any work you have done
- Ask you to change things back to the way there were should your tenancy end

How to ask us to make changes to your home

### How to ask for permission

The easiest way to apply is to complete a form via our website: [www.ndh-ltd.co.uk](http://www.ndh-ltd.co.uk)  
Alternatively give our Customer Care Team a call on 01271 312500 for a form to be sent to you to complete and return.

### Once we receive your application we will need to consider:

- Any impact these changes may have on your neighbours
- Health and safety and/or building regulations
- Is asbestos present
- Your rent account balance
- Your tenancy and the type of tenancy you have with us



You will also be responsible for:

- Getting other consent you need. For example, around planning or building control
- Providing us with any certification once the work is complete e.g. electrical certification

### We promise to:

- Treat each application on an individual basis depending on your needs and the type of home you live in
- Make a decision within 28 days from the date we receive your application
- If it is helpful, give you help with any aspect of your application, if needed we can provide technical advice.



## Getting our OK - Keeping a Pet

Can I keep a pet in my home?

You need to get our ok if you want to keep any pet in your home, domestic or otherwise.  
If in doubt please ask.

All applications are subject to the following checks;

- Your rent account
- The type of home and tenancy you have with us
- Do you have easy access to open spaces that are suitable for the type of pet you wish to keep?

We will normally say yes to your request. However, we will say no if for example:

- You are breeding and/or selling animals from your home
- Where we consider your home is unsuitable



We promise to:

- Treat each application on an individual basis depending on your needs and the type of home you live in
- Give our decision within 28 days from the date we receive your application

### How to ask permission

The easiest way to apply is to complete a form on our website: [www.ndh-ltd.co.uk](http://www.ndh-ltd.co.uk) Alternatively, call our Customer Care Team on 01271 312500 for a form to be sent.



Have you considered how much it will cost?

The average monthly cost including insurance for a dog is:

- Small dog: £70
- Medium dog: £80
- Large dog: £105

For a cat including insurance and cat litter £50 per month

Here are some useful contacts for advice:

[www.dogstrust.org.uk](http://www.dogstrust.org.uk); [www.cats.org.uk](http://www.cats.org.uk); [www.pdsa.org.uk](http://www.pdsa.org.uk)

Please remember you are responsible for your pet, if it becomes a nuisance in the neighbourhood we might have to withdraw our consent for you to keep a pet. This would mean finding your pet alternative accommodation within 7 days.

We are happy to help customers who have any concerns with animals in their neighbourhood, just give our Customer Care Team a call on 01271 312500.

When we give our agreement we might:

- Set some conditions
- State the number of pets you may keep in your home
- Dogs should not be left unattended at any time, be allowed to roam, should be properly trained and should be kept on a lead at all times. Dogs must not foul on any public areas and all mess must be picked up.
- Pet areas should be kept clean and not cause unpleasant odours.

Need  
help?

Phone us: 01271 312500

Email us: [enquiries@ndh-ltd.co.uk](mailto:enquiries@ndh-ltd.co.uk)

Complete our on-line forms via our website:  
[www.ndh-ltd.co.uk](http://www.ndh-ltd.co.uk)

Follow us on Facebook or tweet us:  
[@NorthDevonHomes](https://www.facebook.com/NorthDevonHomes)

Emergency Out of Hours Service:  
Freephone: 0800 917 0619



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