



National
Housing
Federation

HOUSING
OPTIONS



Tenant's Handbook

An easy to read guide to

**Your Tenancy
Support Service
Good Standards
Questions and Complaints
Repairs and Decorations**

With notes to help organisations use the handbook¹

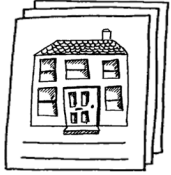
By Housing Options
A Housing Advice Service
For People with Learning Disabilities

Published by the National Housing Federation
Dec 2004



This handbook tells you about your home and the help you get

When you move into your home there are many things you need to know about. This handbook is a guide to most of the things you need to know. These are the main sections of this handbook.



1. The Tenancy Agreement ²

Page 3

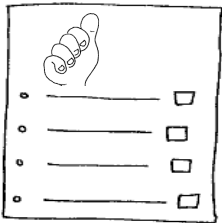
A written agreement about your housing. It includes what you pay, looking after your home and other rules.



2. The Support Agreement ³

Page 10

This is about the help you can expect from support staff and some rules you need to follow.



3. Standards for Services ⁴

Page 16

People who provide your housing or support should tell you about the standards they have for their service. These should include

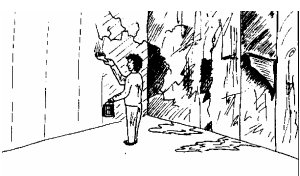
- what they do
- what you can expect from them
- how they do things
- how they are going to help you



4. Questions and Complaints ⁵

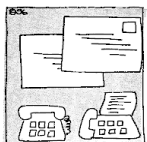
Page 19

When things go wrong or if you are unhappy about something you need to know what to do or how to complain. This tells you how.



5. Repairs, Decoration and Equipment ⁶ Page

This tells you about who is responsible for repairs, decorating and looking after furniture and equipment.

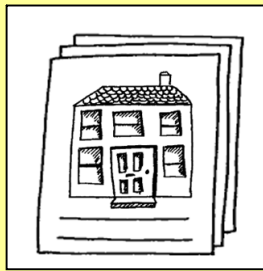


6. Contact details

Page 22

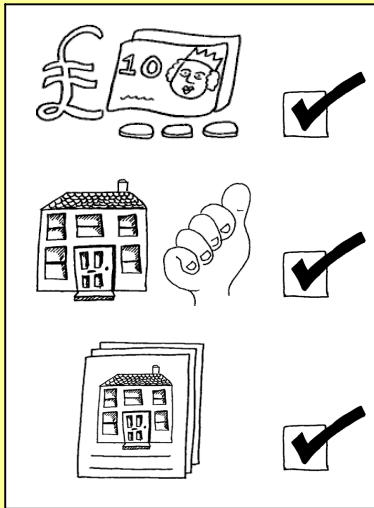
Phone numbers and addresses of people who can help.

This guide goes with the tenancy agreement to help to explain it.
All the words with a * are explained at the bottom of the page



1 Tenancy Agreement

The tenancy agreement gives you the right to live in your house or flat as long as you do these things



pay the rent

look after the house or flat

keep to the other rules in the agreement

put in a photo or logo of the landlord here

The agreement is between the *landlord

.....
put in the name of the landlord here

put in a photo of you the tenant here

and you the tenant

.....
put your name here

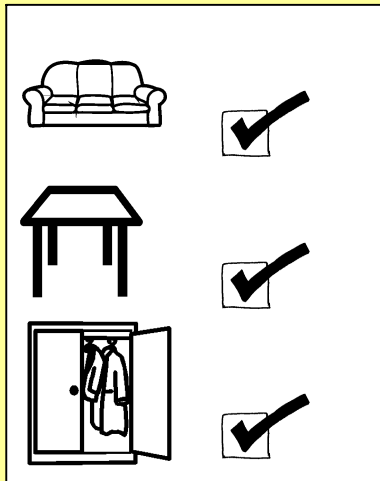
* The landlord is the organisation or person who owns your house or flat

Put in a photo of the house, flat or room here

What you are *renting

This could be

- A whole house or flat
- A room in a house or flat with a kitchen sitting room and bathroom you share with others



If the house, flat or room has furniture for you to use there will be a list in the agreement.

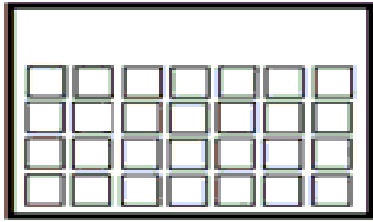


Support put this section in as needed

Your tenancy includes support.

This support is explained in a separate agreement called a support agreement.

You may not be able to carry on living in the house or flat if you choose not to have the support.



put in the date and month on the calendar

Date of tenancy

The tenancy begins on

.....
put in the date here

put in a photo of the amount of money if paying by cash

The *rent

The rent is £

The charge for services is £

Total £

fill in cheque if paying by cheque

Date _____

Pay _____ Only

£

M T W TH F SA SU

tick the day

You must pay this every.....
put in the day of the week here

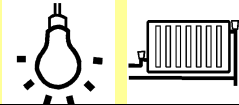











The rent and charge for services stays the same for a year. Your landlord will tell you if the rent is going to change.

*Rent is what you pay to live in your home or flat

Services

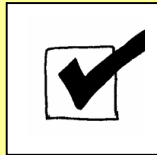
The landlord will make sure you get these services.

tick the boxes

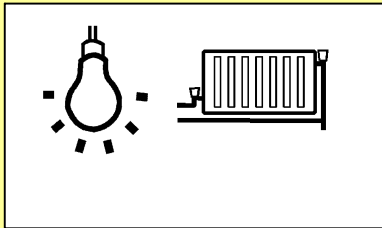
	Lighting and Heating	<input type="checkbox"/>
	Hot water	<input type="checkbox"/>
	Telephone	<input type="checkbox"/>
	Alarm system and fire safety equipment	<input type="checkbox"/>
	Furnishings. You will get a list of furniture which your landlord provides.	<input type="checkbox"/>
	Cleaning	<input type="checkbox"/>
	Laundry	<input type="checkbox"/>
	Gardening	<input type="checkbox"/>
	Food or meals	<input type="checkbox"/>
	Water rates	<input type="checkbox"/>
	TV licence	<input type="checkbox"/>
	*Insurance for your house or flat, landlords equipment and furniture	<input type="checkbox"/>
	Other	<input type="checkbox"/>

*Insurance. This is money you pay in case something goes wrong with your house or things in your house. If something does go wrong the organisation you pay the money to give you money to put things right.

put in photo or
logo of landlord



What your landlord must do



Your landlord must keep your home in good repair. This includes making sure the heating, plumbing and lighting work all the time.



Your landlord must also tell you

- What sort of repair work they are going to do
- When they will do the repair work



- How you can complain if you are not happy about something



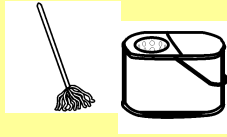
- Rules for looking after your home⁷

put a photo of you
the tenant here

What you the tenant must do



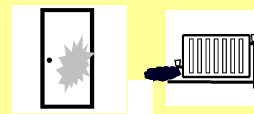
Live in your home



Keep your home clean and tidy



Put your rubbish in the bins and not leave it lying around



Tell your landlord if something is broken or needs repairing



Ask if you want to keep any pets



Keep to any other house rules that go with this agreement especially about health, fire and safety



Let your landlord in to do repairs, decorate or do any other work on your home

put a photo of you
the tenant here

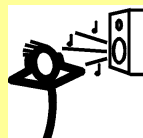
What you the tenant must not do



You must not damage your home, furniture or fittings



You must not annoy others in the building in any way

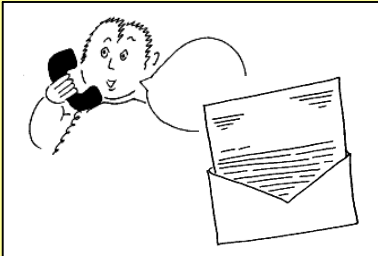


You must not be noisy

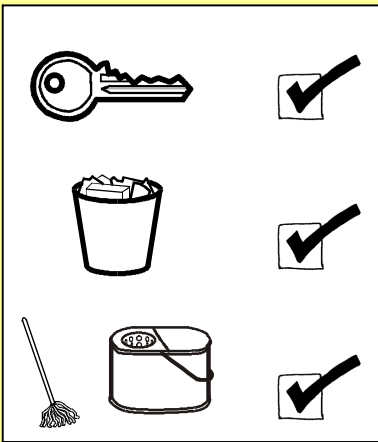


Moving out

You must tell your landlord if you are going to be away from home for more thandays.
put in the number of days here

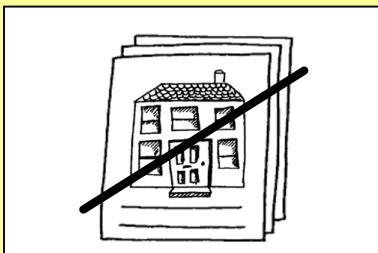


You must send your landlord a letter if you want to leave your home for good.
You must send the letter at least one month before you want to go.



If you are leaving the house or flat you must

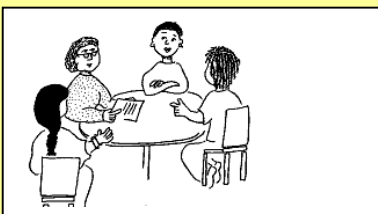
- return the keys to your landlord
- remove all your belongings and rubbish
- leave everything clean and tidy



What happens if you break the rules in your agreement?

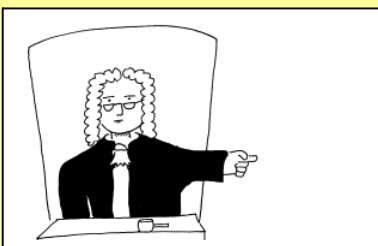
If you badly break the rules in the agreement your landlord might ask you to leave.

There should be a meeting about it before anything can happen though.

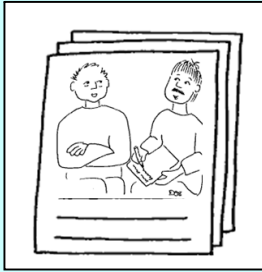


You can only be made to leave after your landlord has applied to a Court of Law.

The Court will only allow your landlord to make you leave if they agree with your landlord's reasons.

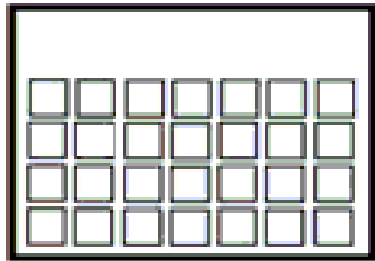


2 The Support Agreement



put in the logo of the support organisation here

put a photo of you the tenant here



put in the date and month on the calendar

put in a photo of the key worker or support worker here

The support agreement promises support or help with living in your own home. You have to agree to do some things in return too.

The agreement is between

.....
Put in the name of the organisation providing help or support

and you

.....
put in the name of the person getting the support

Date of agreement

The agreement starts on.....
put in the date

Who supports you

Your support provider will give you help and support.

The person who will help you most is your support worker or key worker. This is

.....
put in the name of the keyworker or support worker here.

Paying for your support

put a photo of the amount of money if paying by cash

The cost of this help or support is

£.....every week / month

put in the amount and cross out week or month

You are expected to pay this

You are not expected to pay this

tick the box

fill in cheque if paying by cheque

Bank	Date	_____
Pay	_____	Only
	_____	£

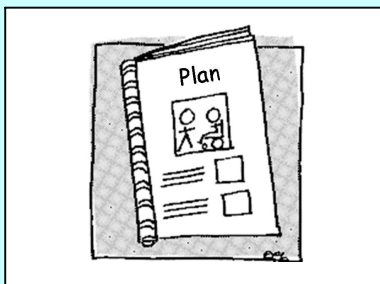
Planning your support



Your Support Provider will make an **Individual Support Plan** for you.




With your help they will do these things

- listen to what you want and your aims
- agree a plan with you of things to be done
- help you do the things you have planned
- find other people who can also help you
- see you regularly to make sure your plan is working for you
- keep notes of how well it is working and whether you need to change anything in your plan



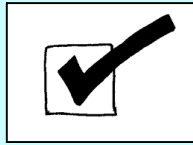
The sort of support you get

Your support provider will help you with things like this

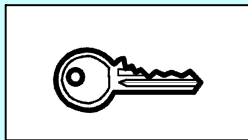
	moving in to your home	<input type="checkbox"/>
	organising cleaning, cooking and shopping	<input type="checkbox"/>
	managing money	<input type="checkbox"/>
	getting to know the area you live in	<input type="checkbox"/>
	keeping safe	<input type="checkbox"/>
	contacting doctors or other local services	<input type="checkbox"/>
	finding training or work	<input type="checkbox"/>
	choosing how you spend your time	<input type="checkbox"/>
		<input type="checkbox"/>

tick the boxes that apply and add any other services using easy words

put in a photo or
logo of the
support provider
here



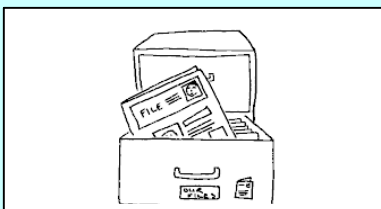
What your support provider must do



As part of the support agreement your support provider may sometimes need to do these things

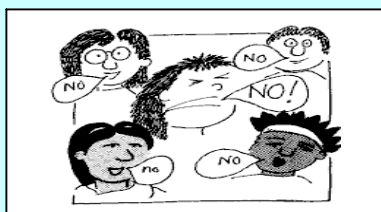
- speak to your landlord about your housing
- speak to social services, the benefits office or other agencies like this which can help you
- keep a spare set of door keys for emergencies

Your support provider must make sure that information about you is kept private.



Your support provider must ask you first if they want to give information about you to anyone else.

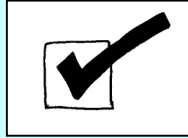
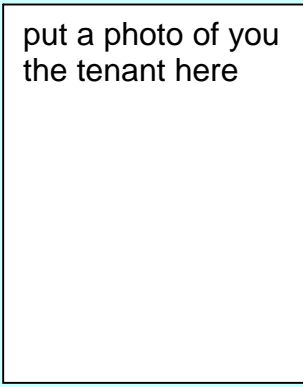
Your support provider must also



- Give you information about how it does its work
- Let you see information about you which is kept on file
- Make sure you have independent advice from an advocacy service if you want it
- Tell you what to do if you want to complain about something
- Talk to you about changes to the help and support you get

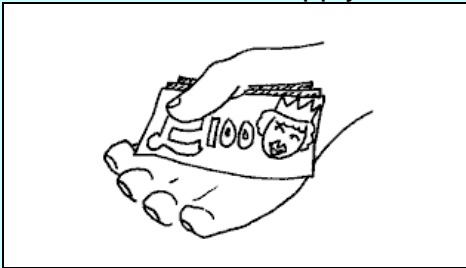


put a photo of you
the tenant here

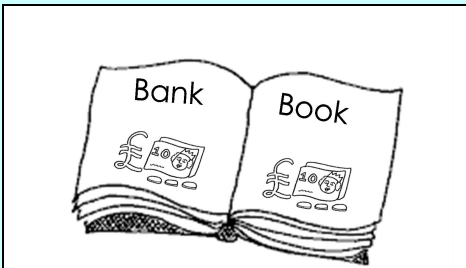


What you must do

tick the boxes that apply



pay the charge for support



Tell us about any changes in the
amount of your income or saving

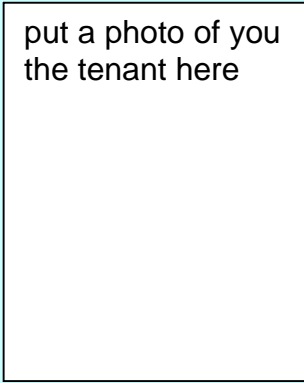


Meet with your support worker or key
worker to agree your support needs
and plan



Say if you no longer want any of the
help provided

put a photo of you
the tenant here

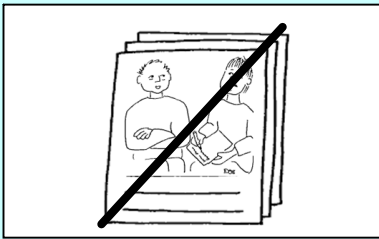


What to do if you want to end the agreement

If you no longer want support and help from the support provider you can end the agreement.

You need to tell the support provider in writing at least weeks before you want the support to stop.

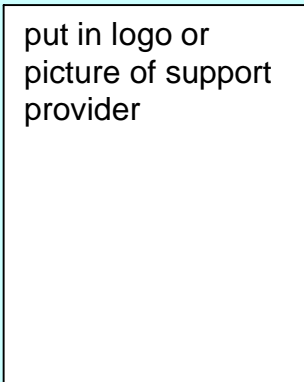
put in the number of weeks



If this happens and you are unable to live in your home without support your landlord may ask you to leave. The landlord may send you a written notice asking you to leave your house or flat.



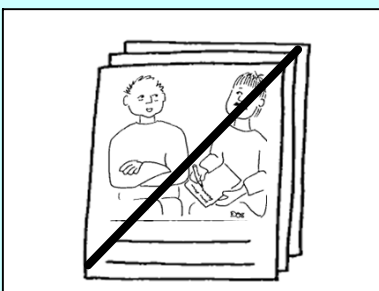
put in logo or
picture of support
provider



Your support provider may end the support agreement too.

These are the reasons they may do this

- If you no longer need support
- If you do not want to work with any of the staff
- If you cause serious risks to staff or other residents.

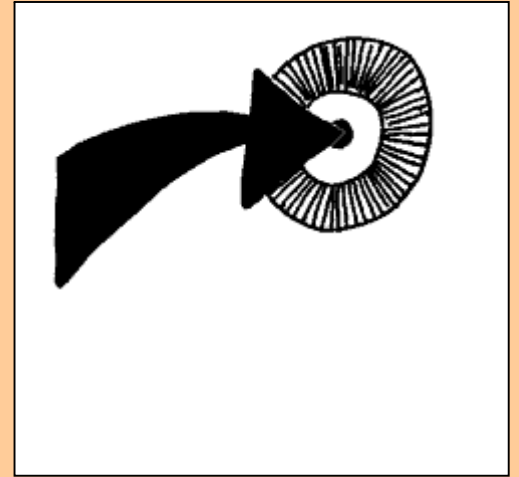


3 STANDARDS (getting a good service)

Your Housing and Support Provider should tell you about their aims and standards for their services.

They should set standards for

- ✓ what they do
- ✓ what you can expect from them
- ✓ how they do things
- ✓ how they are going to help you
- ✓ how they deal with complaints



The Basic Standards

- **Your rights** –they should respect the rights of people with disabilities
- They should promote **your independence**
- **choice** – you should have a choice of where and how you live
- **being included** – in communities and in mainstream services

Your Basic Rights

- respect for your privacy and personal space
- having choices about your service
- confidentiality - sharing information about you
- being consulted about how the service is run
- being involved in running the service
- information about what other services may be able to help you
- information about how to make a complaint

About the housing and support organisation/s

- You should be given information about the organisation, its aims and the important rules about how it is run.
- You should be told who the key people are that run it. You should be told about the staffing and especially about who will be working with you (such as a key-worker) and about training given to staff.
- You should be told how standards will be checked, by managers, by inspections and, by asking you what you think through regular meetings or surveys.
- You should be told about how complaints are received and dealt with.
- This information should be given to you in a way that is easy to understand

Making sure your support is right

Your Support Provider will work with you and other agencies to plan and provide good services to suit your needs.

They will agree an *Individual Support Plan* with you. They will review and update this with you regularly and make sure that what the plan says actually happens.



The Support services they provide should be listed in your support agreement including *

- help or training for living independently in your home
- help with housework – cooking and cleaning
- welfare, health or care services
- organising social, leisure, education and work opportunities
how these are planned with you and paid for

* Tick the list as applicable and add any additional services in simple format.

About your housing

You should be told details of what will be provided including



- whether you will have an individual room and which accommodation you will share with others
- the facilities and equipment you will be able to use
- the arrangements for repair and decoration
- how rents and other charges are set
- how new residents are chosen
- any house rules and what happens if you break them
- what help might be given if you want to move on
- help with paying your rent

* Tick the list as applicable and add any additional services in simple format.

4 Questions & COMPLAINTS

You need to know what to do when you have questions or are unhappy about something

- X** about the staff
- X** or other people living there or nearby
- X** if things are not working properly
- X** if you don't feel safe

1. You can call this **special phone no** to get help



2. You may need someone you can talk to. If so you can contact

Your Key-worker.....

Or the Manager.....

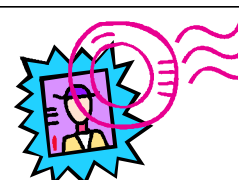
An advocate, friend or family member.....

You should be told how you can contact them.

3. Complaint

If things aren't sorted out or if you want to make a complaint there is a special postcard to fill in. You only have to put your name and sign it. You can ask any member of staff for the card and a guide *Making a Complaint* which will tell you how the complaint will be dealt with.





Dear

I am not happy with something where I live.
Please get in touch to talk to me.

My name is

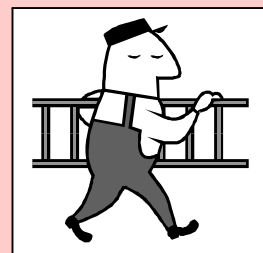
I live at

5 REPAIRS, DECORATION & EQUIPMENT

What you must do

Part of the rent you pay to your landlord is for looking after the property and keeping it in good condition.

- Someone in the house needs to tell the landlord if anything is not working and needs repairing. This could be staff or a resident.
- You must let the landlord come into your house or flat to look at the problem.
- You must organise the decoration of the inside of your house or flat. Your Support Provider may help you do this.



What your landlord must do

- ✓ repair the structure and outside of the building – drains, gutters and pipes
- ✓ make sure the heating, water, electricity and gas are all working
- ✓ and sinks, baths, toilets too
- ✓ Your landlord will decorate the outside and communal areas of your house or flat.

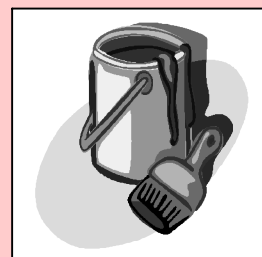
Your landlord must tell you how quickly they will do a repair. If it is *

- an emergency – within 24 hours; or
- urgent – in a week; or
- routine – within a month



Your Landlord should have a plan to carry out other work to be done every few years. They should carry out inspections to see what this should cover. For example:

- painting the outside of your house or flat
- decorating communal rooms
- major repairs and improvements
- They should put aside money from your rent towards the cost.



* Delete if the landlord is not an RSL

Equipment *

The **landlord** has to look after fitted equipment provided with your house (eg lifts, cookers, boilers, entryphone.)

.....

.....



If your **Support Provider** has supplied anything for the house or flat they will usually take care of repairs or replacements (eg. Communal furniture and furnishings, phone, TV, plates, knives and forks, toaster, microwave, garden and other tools etc.)

.....

.....



You will have to take care of any of **your own possessions** in your house or flat and will need to get them repaired yourself. Someone may be able to help you with this (Personal furniture, television, radio, etc.)

.....

.....



If you are not sure the landlord or Support Provider will be able to tell you whose job it is to get things fixed.

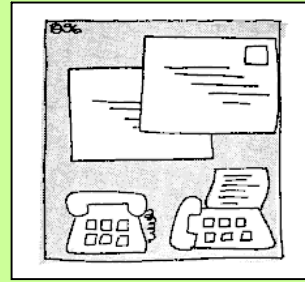
And who to get in touch with when something needs doing



.....

* A list can be given for each heading and who is best able to offer help.

6 CONTACT DETAILS



Your Landlord.....
.....
.....

Insert photo or logo

Your Support Provider.....
.....
.....

Insert photo or logo

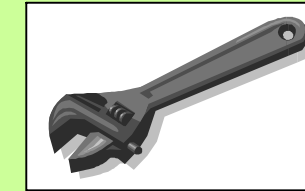
Your Keyworker
.....

Insert photo

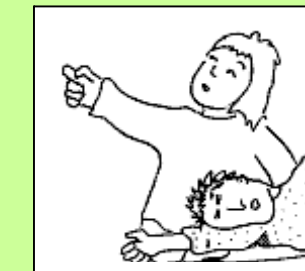
Other advice/advocate
.....
.....

Insert photo

Who to contact if you need to report a repair.....
.....
.....



Out of hours emergencies
.....
.....



References or other reading

- Arden A and Hunter C (2002) Manual of Housing Law 7th Edition
Care Standards Act 2000
The National Care Standards Commission (Registration) Regulations 2001
Dept of Health 2002 Supported Housing and Care Homes Guidance on Regulation
Dept of Health 2001 The Domiciliary Care Agencies Regulations
Dept of Health 2003 Domiciliary Care – National Minimum Standards
Housing Corporation (1998) The Tenant's Charters
Housing Corporation (1999) Code of Practice on Tenure 2nd Edition
Housing Corporation (2003) A Charter for Housing Association Applicants and Residents
Housing Corporation (2004) Housing Associations And Managing Agents, Good Practice Guide July 2004
Housing Options (2002) Factsheets: Registration of Care Homes, Renting and Tenancy
Keeble M & Forbes D (1999) Knowing Where you Stand: Agreements for Supported Housing Pavilion Publishing
King N and Harker M (2000) Making Housing Choices Pavilion Publishing
Law Commission (1995) Mental Incapacity (Law Com 231) London: HMSO
Mencap Golden Lane Housing (2003) Your Tenancy Agreement
National Housing Federation (2001) Housing Management Manual for Supported Housing 2nd Edition
National Housing Federation (1998) Landlord and Tenant A Practical Guide
National Housing Federation (1999) The Essential Housing Manager
National Housing Federation (2004) Model Assured Tenancy
National Housing Federation (2003) Model Assured Tenancy (Shared Housing)
National Housing Federation (2003) Support Agreement for Tenants Receiving Housing Related Support
National Housing Federation (2004) Level Threshold: Summary and Practice Guidance
The Lord Chancellors Department (1997) Who Decides

Images from Change Picture Bank www.changepeople.org.uk

NOTES FOR HOUSING AND SUPPORT PROVIDERS

ABOUT THE TENANCY, SUPPORT SERVICE, SERVICE AIMS AND STANDARDS, COMPLAINTS, REPAIRS DECORATIONS AND EQUIPMENT

¹ Content

This Guide concentrates on the key features of the arrangements for supported housing but will need to take account of some of the different options.

- The type of occupancy agreement, eg. assured tenancy, assured shorthold or licence.
- The occupancy agreement and support agreement issued by two different organisations.
- The statement about service aims and standards for housing and support services and can be given separately or jointly agreed by the housing and support provider.
- The guide Complaints section could also refer to both the housing and support service or be dealt with separately by each of the responsible organisations.

The form of tenancy and the support package and the content of any information provided needs to vary accordingly. The material here gives ideas for content but this will need adapting to suit.

People with a learning disability should have information as others about their tenancy and home, what support service they may receive and information about the organisations providing their housing and support.

Form and accessibility

The recently published National Housing Federation guide Level Threshold funded by the Housing Corporation set out what disabled residents and applicants might reasonably expect from housing associations in a summary. It said that Associations should ensure that all their information and advice is accessible to disabled residents and applicants. Leading examples from associations include:

- using plain language in all communications;
- making a commitment for all information to be accessible and available in a range of formats

This Handbook offers a simple textual framework. It is recommended that organisations produce their own versions of these materials. This will be most effective if it is done with the involvement of those for whom they are designed. They will have their ideas about what is most useful, what is clear and what difficult to understand. There may be key points they want to see dealt with and others left out.

The photos could be replaced with graphics or other illustrations whatever is felt to be most helpful. Some will be used to Makaton or Widget for printed material. Information on tape, using video or a Powerpoint file on CD all add to the repertoire that can aid communication. Most important perhaps is that someone has time going through the content with a staff member or advocate.

² **Tenancy**

The tenancy agreement is based on the National Housing Federation models. The materials will need to suit the form of agreement and perhaps the main consideration is whether it is the landlord who manages the tenancy or another organisation on the landlord's behalf. Where residents occupy as licensees the guide will be substantially different to reflect the content of the licence to occupy. In the case of Registered Care Homes where fees are paid direct to the provider there is no basis for a contract for either a licence or tenancy but there should still be an agreement or statement of terms and conditions for residence, accommodation and services provided, rules and responsibilities of the parties.

Occupancy agreements

A housing association will normally grant an assured tenancy. The tenant has the right to remain in the property unless the landlord can prove to a court they have a valid Housing Act ground for possession. This includes not paying the rent or any other serious breaking of terms of the tenancy agreement.

Occasionally housing associations will only offer an assured shorthold tenancy as an introductory tenancy. The landlord can regain possession of the property 6 months after the beginning of the tenancy, provided they give you 2 months notice. The Housing Corporation says housing associations should aim to grant the most secure form of tenure possible.

A private landlord will usually grant an assured shorthold tenancy for a fixed term - with more limited security, the tenancy ends after a certain period.

If you rent from a local authority you will have a secure tenancy which also gives protection from eviction or an introductory tenancy which does not become permanent until 12 months after it has been granted and at any time before this the local authority can get possession.

If you do not have exclusive use of your house or flat or room you probably have only a licence to occupy with no security of tenure. This is usually the case in hostels, lodgings and residential care homes. This may be excluded under the Housing Act 1996 which means there is the need for your landlord to serve a notice to quit before commencing possession order proceedings. A tenancy is characterised by:

- A periodic payment of rent
- Exclusive possession of the home being let whether it is a house, a flat or a room in a building

Courts look at the reality of the arrangements not just what the documents say. Simply issuing a tenancy may not, in law, create a tenancy in a shared house if the conditions for a tenancy do not exist in practice.

Registered Care Homes and Licence Agreements

If a local authority has made a placement in a care home and has responsibility for the fees paid, the resident has no contract with the provider of accommodation. Sometimes tenancies and licences are issued to residents. If the tenancy or licence does not make it clear that the resident is liable to pay any rent if the local authority (which is paying the rent on the resident's behalf) defaults the status of the agreement may be questioned, since the resident must be under an obligation to pay rent for a tenancy or licence to be created. Unless there is a compelling reason to create a Landlord/Tenant or Landlord/Licensee arrangement more properly there should be an agreement or statement of terms and conditions for residence, accommodation and services provided, setting out the rules and responsibilities of the parties.

Under the Care Standard Act 2000 a care home is registerable if it is an establishment providing accommodation together with personal care. Personal care is assistance with bodily functions such as feeding, bathing, and toileting when required. Separate contracts with separate providers for the provision of accommodation and the other support makes it less likely that the scheme will be an "*establishment*".

Minister's advice during the passage of the Care Standard Bill through Parliament was "*Where care is provided to people in their own home - whether as owner occupier or tenant - that home will not be registerable as a care home*" and "*it is immaterial whether the person is living alone or with others*".

Shared housing

Shared housing can use any of the forms of occupancy agreement referred to above. Differences include

- The tenant has exclusive occupation of their own room(s)
- With shared use of communal rooms and facilities
- Additional services or amenities provided eg furniture and equipment
- Rules about respecting the rights of other residents
- The landlord will look after and decorate communal rooms
- More restriction over taking lodgers or keeping pets

In shared housing every resident will usually have their own tenancy. The main differences are over the degree of the landlord's management and control of the home eg making support a condition of the tenancy.

It is possible for people to share a house under the following arrangements, but these are far less common for supported housing. They are more usually found in situations involving shared general needs housing. Tenancies of

supported housing usually prevent the tenant from sub-letting or sharing the house or flat with a lodger.

Joint tenancy

Where several people share the responsibility for a tenancy eg husband and wife or in flatsharing arrangements where residents are held jointly and severally liable. This is not the same as being a tenant of shared accommodation where one person is tenant of a specified part of the accommodation.

Sub-tenants and lodgers

Sometimes the person who is the tenant may grant a tenancy to another occupier who becomes a subtenant. Or they could share the accommodation with someone as their lodger.

A key question in each of these situations is who decides who moves in and how the tenancy is managed. What happens when things break down, when people want to leave or might be evicted.

In shared housing where people have their own tenancies, the landlord decides about lettings and any action to enforce the tenancy or bring it to an end, but usually in consultation with residents and support providers.

In joint tenancies the landlord's actions apply to the whole group, the letting, enforcing the tenancy and its termination. In subletting or lodging arrangements (subject to any specific requirements in the resident's tenancy) the resident who holds the tenancy deals with the running of the house and ending the arrangements.

Capacity

A person has legal capacity to enter into a tenancy or licence agreement if they are capable of understanding the nature and effect of the specific contract created by the tenancy agreement. This does not mean that the individual has to understand the fine detail of the tenancy agreement, but they must be able to grasp what it means in broad terms. For example:-

- That the agreement is allowing them to stay in the accommodation and it is their private space.
- That in return for this there are some things, which they must do i.e.:-

- pay some money regularly
 - look after the accommodation
 - not let anyone else live in it with them
 - comply with any obligations, such as not keeping pets

- That if they do not do these things their tenancy may be brought to an end and they will lose their accommodation.

A tenancy made with somebody who lacks mental capacity is a voidable contract. This means that it will be valid and the person without capacity will be bound by the terms of the tenancy, unless it can be proved that the other party i.e. the landlord was aware of their mental incapacity.

In practice it is probably unlikely that the tenant will challenge the tenancy agreement. What is of more concern for housing and care providers, is that a public authority such as the Commission for Social Care Inspection, or the relevant housing benefit office will claim the lack of an effective tenancy agreement in a dispute about whether or not the person is entitled to claim housing benefit or occupies his own home.

It is unlikely the Commission or local authority would have sufficient standing to take proceedings, but there is always the possibility that the courts may grant them the right to apply for a declaration that the tenancy is invalid.

There are ways in which housing and care providers can reduce the risk of a tenancy being challenged.

- A tenancy should be simply explained
- With suitable language or non verbal means, audio or video aid
- A carer or advocate to assist communication
- A family member or suitable advocate, could provide a letter confirming that the tenancy was explained
- A receiver could be appointed by the court of protection under the short order provisions usually a relative or friend of the patient and then sign on their behalf.

It is possible to imply a tenancy exists in the absence of a written agreement on the evidence of the facts: the payment of rent, exclusive possession and implied tenancy obligations.

³ **Support agreements**

The Support Agreement and a guide for residents may issued by the landlord or very often by a separate support provider. This is difficult to present in any standard form because the type and level of support will vary so widely. The NHF model Support Agreement is based on the Supporting People arrangements but many residents have a support or care package from social services. The materials given assume that the support may go beyond purely 'housing related' support to other things eg social, leisure work and other areas which are regularly part of a service. If the support service is divided between two organisations it will be important to make this clear.

We have used an *Individual Support Plan* but other organisations may use different terms, likewise *Key-worker* may or may not be a term used. Some organisations may wish to say how the individual plan is based on their own *person centred approach*.

Supporting People housing related support and social services support are usually purchased from a provider by the local authority. The housing related support may be divided between the landlord and a separate support provider. Unless the resident has direct payments, or because of a means test has to pay for these services, there is no contract with the resident.

In short term accommodation it is recommended that there is a Support Agreement or Charter separate from the tenancy. (Unless the resident is paying for the service) it is not a contractual agreement but has the benefit of making clear what support is provided and what is expected of residents. If the support agreement is ended for any reason the resident's assured shorthold tenancy or licence can be ended.

In long term occupation housing related support or care services may have to be paid for (subject to a means test) by a resident so a Support Agreement can be created with them. If the resident has an assured tenancy the only grounds for possession likely to be approved by the Courts is if suitable alternative accommodation is offered unless there are substantial arrears.

If in either long or short term accommodation the resident does not pay for the support service, a non contractual Support Agreement or Support Charter should be given to a resident. This has the benefit of making clear what support is provided and what is expected of residents. This Agreement or Charter would offer redress through a complaints mechanism.

In either case the Support Agreement is separated from the Occupancy Agreement. Some housing providers still wish to make support a condition of the tenancy but this is usually in the case of services for older people where this has traditionally been the arrangement.

More usually in supported housing support may be referred to in the tenancy but not as a tenancy condition.

This section on Support Services and the following on Standards has taken account of earlier guidance from the National Housing Federation A *Framework for Housing and Support* and the Supporting People requirements in the *Quality Assessment Framework– Core Service Objectives* dealing with

- Needs and risk assessment
- Support planning
- Security, health and safety
- Protection from abuse
- Fair access, diversity and inclusion
- Complaints

⁴ **Standards for Services**

This part of the Handbook needs to cover organisational aims and values and also the particular aims for the service in question: rehabilitation, resettlement, floating support, permanent 24 hour help. What a resident needs to know is

what sort of level and type of support is going to be provided for their needs, how they are involved in the support planning and its review. They need to know how standards or goals set are to be checked. This should include, the written care plan, clarity of individual aims, procedures for review meetings, quality assurance practice, residents' meetings, and tenant satisfaction surveys.

Housing Association residents will be covered by the Housing Corporation *Charter for housing association residents and applicants*. This includes

- Applying for housing
- Rents and charges
- Rights to information
- Consultation
- Monitoring service standards
- Making a complaint
- Getting help and information

⁵ **Questions or Complaints**

Housing Associations must have an accessible, fair and effective complaints procedure and a policy on redress. The complaints procedure should include appeal to the governing body of the housing association and the Independent Ombudsman Scheme. It is a requirement of the Housing Corporation Performance Standards. There are also requirements in the Supporting People Monitoring and Review Procedures and Minimum Standards for Residential Care Homes.

The procedure should say how they make a complaint and who will deal with it, how it will be investigated and the provision for appeal and independent review if they feel the complaint is not dealt with satisfactorily.

Alongside the complaints procedure residents should be given confidence about how to ask more everyday questions and raise matters with their housing and support providers as well as how to use the complaints procedure (as a last resort) when these other informal approaches have been tried.

⁶ The **Contents** might include other topics:

- Fire safety
- Safety matters and getting help in emergencies
- Help with money and benefits
- Annoying people (harassment and anti social behaviour policies)
- Sources of help or information
- Property, contents and personal insurance

⁷ **Support Conditions**

Support since the introduction of Supporting People usually no longer forms part of the tenancy but guidance from the National Housing Federation on Model Tenancies issued in 2003 provide an optional support clause for cases where support is integral to the tenancy. The NHF guide on *Support Agreement For Tenants Receiving Housing Related Support* gives further guidance on termination and grounds for possession.

The Support Agreement can be cross referenced with the tenancy agreement to make it clear to the tenant that the purpose of the project is to provide accommodation and support.

Two months notice for an Assured Shorthold agreement would be required and for licence agreements the minimum suggested is 28 days.

As a matter of good practice and current Housing Corporation guidance in the Code of Practice on Tenure the occupier should be:

- clearly informed by the support agreement and the tenancy agreement that continued occupation is not possible without co-operation and
- a review in which s/he has participated has demonstrated an absence of co-operation or that the occupant no longer needs the support.

If the occupier is disruptive, the usual remedies for enforcement of the tenancy agreement, possession action or injunctions will apply.

In the case of Assured Tenancies where the occupant ceases to co-operate with the provision of support the landlord may have considerable difficulty in requiring them to vacate the property because the tenant has full security of tenure and can only be removed by the landlord on statutory grounds.

It has been suggested that if the support is so fundamental to the tenancy, Ground 12 (assured tenancies) could be used to bring a possession claim but previous court decisions that raise questions about this assumption.

Possession might be recovered by the provision of other alternative accommodation which is not linked to support under Ground 9. The RSL in such a case would need to establish that the alternative accommodation was suitable for the needs of the tenant and that it was reasonable to have possession. For other tenancy breaches the usual legal remedies apply.

⁸ **Direct payments** arrangements and residents paying for support services from their own income creates a contract between the service provider and the resident. See also Note ³

Symbols and Drawings Used

CHANGE Picturebank

CHANGE

Units 19-20

Unity Business Centre

26 Roundhay Road

Leeds

LS7 1AB

www.changepeople.co.uk

Access 2 Pictures

People First (Self Advocacy)

299 Kentish Town Road

London NW5 2TJ

Tel. 020 7485 6660

Email. general@peoplefirst.k~web.co.uk

Somerset Total Communication Symbols

Somerset Total Communication

c/o Resources for learning

Parkway

Bridgwater

TA6 4RL

Leicester Symbols Project and Partnership Board Word Bank

Speech and Language Therapy Department

Leicester Frith Hospital

Groby Road

Leicester

LE3 9QF