

TENANTS' HANDBOOK

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1. INTRODUCTION

Welcome to the Runnymede Borough Council's Tenancy Handbook. The purpose of this handbook is to provide tenants with useful information and to expand on various issues contained in the Tenancy Agreement. This handbook is not a legal document, but a guide to some important aspects of your tenancy.

It is not possible for a handbook to cover in detail every aspect of your tenancy, and if you wish to have a particular issue explained in more detail Housing staff are always available to provide you with additional information.

Runnymede Borough Council is committed to providing equal treatment and opportunity in access to housing, provision of services and access to employment. We recognise and respect diversity and aim to embrace principles and practices in service delivery across the range of our activities that promote equality and are relevant to the diverse needs of the communities in which we work.

This publication can be translated into another language if required. A copy in large print and braille can also be made available, as can an audio tape copy.

2. Your Tenancy Agreement

There are a number of different types of tenancy. The agreement you sign will specify what type of tenancy you have.

Runnymede Council requires all new tenants to start their tenancy on an Introductory Tenancy basis. This is a 12 month trial period, during which you will have a lesser degree of security of tenure which will make it easier for the Council to recover possession of your home. The Council will generally not seek to remove you from your home unless you break any of the Tenancy Conditions. Provided you adhere to the Tenancy Conditions, your Introductory Tenancy will become a Secure or Secure Flexible Tenancy at the end of the 12 month trial period.

As well as having less security of tenure, Introductory Tenants do not have the same rights as Secure Tenants. Specifically, Introductory Tenants are not allowed to:-

- Buy their home
- Vote to change their landlord
- Exchange their home
- Take in lodgers
- Make alterations

New tenancies created after 1st April 2014 will be Secure Flexible Tenancies. In most cases new flexible tenancies will be for a period of ten years in the first instance. This is because the demand for affordable housing in the Borough is so acute that the Council does not believe it is appropriate to offer new tenants a home for life when it is possible their circumstances may change later on. Although there is provision to extend flexible tenancies for a further five years, any extension will only be granted if a tenant is unable to afford alternative housing tenures and the tenant requires a home of the size he/she currently occupies. If at the end of the flexible tenancy period a tenant no longer has the need for a property of the size he/she occupies, it is possible that he/she will be required to move to something smaller.

Tenants moving into Independent Retirement Living will be offered a full Secure Tenancy.

Tenancies that were created before 1st April 2014 are full Secure Tenancies, and are not for a fixed term like flexible tenancies. Secure Tenancies can only be ended by court order, and the courts will only grant the Council an order if the Council can prove one of the grounds for possession. (See page 23)

You will remain a Secure Tenancy all the time you live in your home if it is your only or principal home. It is a condition of your tenancy that you must live in the

property, so if you do not you may lose your security of tenure, which would result in you losing your tenancy rights.

Your rights

As a Secure or Secure Flexible Tenant, you have a number of rights:-

- You have the right to buy your home. The government occasionally changes the eligibility rules enabling tenants to purchase the properties they occupy, and further details can be obtained on request.
- In some cases your tenancy can be inherited by a member of your family. This is called succession. If you became a secure tenant before 1st April 2012, if you die your tenancy will pass to a husband, wife or civil partner if they were living with you, as their only or principal home, at the time of your death. If there is no spouse or civil partner, the tenancy can pass to other family members provided they have been living with you, as their only or principal home, for a period of at least 12 months prior to your death. Family members include parents, grandparents, children, siblings, an uncle, aunt, nephew or niece. Foster children are not considered to be family members.
- If you became a tenant after 1st April 2012, your tenancy can only pass to your husband, wife or civil partner, or to a person who lives with you as a husband, wife or civil partner at the time of your death.
- If you are a joint tenant, the tenancy passes to the surviving joint tenant upon the death of one of the tenants. When this happens, it is counted as a statutory success. There can only be one succession in law, and if the tenancy passed to you when the previous tenant died, it is not possible for the tenancy to be passed to anyone else.
- You are not permitted to transfer your tenancy to anyone else. This is called an assignment, your Tenancy Agreement generally prohibits this. Under some circumstances however, the Council will allow an assignment. The Council may give permission to assign a tenancy to somebody who would qualify to succeed to a tenancy upon the death of the tenant, and occasionally a court may order an assignment.
- Secure and Secure Flexible Tenants have the right to take in lodgers provided doing so does not cause overcrowding and the council's permission is sought before moving lodgers in. This right does not extend to Introductory Tenants or tenants living in Independent Retirement properties.

- Subletting means giving your tenancy to somebody else and charging them rent. You are not allowed to sublet your entire home, and doing so will lose you your security of tenure and your tenancy rights. It is also probable that the Council would seek to recover possession of your home if you were found to have sublet in this way. You may however be permitted to sublet part of your home, but you must first obtain the Council's written permission before doing so. As with lodgers, this right does not apply to Introductory Tenants and those living in Independent Retirement properties.
- You have the right to exchange your home with another council or housing association tenant. There are certain conditions that have to be met – for example a single person would not be permitted to exchange into a large family house – and you must get the permission of both landlords (where applicable) before proceeding with any exchange. Independent Retirement Living tenants can exchange, but only with tenants who qualify to live in Independent Retirement Living housing. Introductory Tenants do not have the right to exchange their homes.
- You are permitted to undertake improvements to your home, but before doing so you must obtain our permission. We will not unreasonably refuse permission.
- The Council will consult with tenants on any matter of housing management that will substantially affect their homes. The Council actively encourages tenants to participate in the running of the service, and to this end supports a number of residents' groups. If you would like to join an existing group, or establish a group if one does not already exist in the area where you live, then please contact our Resident Involvement Assistant or your Tenancy Management Officer who will be pleased to provide you with further details.
- The Council will hold information about you and your household and you have the right to see this information. To do so you must make a Subject Access Request and pay a small fee. You may challenge the accuracy of any of the information held about you, and if the Council agrees that the information is inaccurate then we will correct it.

Your responsibilities

Tenants have responsibilities as well as rights, and these are listed in your Tenancy Agreement. The agreement is a legal document and failure to keep to these responsibilities may result in the Council seeking to bring your tenancy to an end.

Most important of these responsibilities is to pay the rent and any service charge due. If rent is not paid, the Council will not have enough money to keep homes in good condition. The Council has no other source of income for the housing service. Council Tax and other charges support other, non-housing services.

If you owe rent or other charges from previous tenancies, current payments will be used to pay these older debts first.

If the Council has to start legal action to recover outstanding rent or other charges, you will be liable for any costs incurred. These can be quite substantial, so it is important that should you be unable to pay your rent at any time that you contact the Council immediately to set up a payment plan to stop legal action being taken.

You are required to live in your property as your only or principal home. As indicated elsewhere in this handbook, if you do not live in your home or part with possession by giving it to somebody else, you will lose your security of tenure and ultimately the Council will seek to recover possession.

You are responsible for any internal decoration, as well as a number of minor repairs which are listed on pages 12 -13.

You are also responsible for any keys provided to you by the Council.

Insurance

The Council will insure the structure of your home against a number of perils, e.g. fire, flood, etc. but not the contents. **You are strongly recommended to insure your possessions**, for if they were to be lost in a **fire, flood or stolen**, the cost of replacing them could be significant. Look at the possessions you currently have – furniture, white goods, tools, clothes, etc. and add up what it would cost to replace them all. You may be surprised just how much it all adds up to.

Access

You are required to provide access to your home from time to time. For example, each year the Council will need to service any gas boiler in the property and to do so you will have to allow the engineers access to enable this task to be completed. There may be other reasons why operatives need to enter your home – to inspect it, to undertake a repair or improvement or to discuss with you any issue relating to your tenancy. In most cases we will give you adequate notice of our wish to enter your home.

Overcrowding

You must not allow your home to become overcrowded by allowing other people to live or stay with you. There is a permitted number for each property based on the number of rooms. If this permitted number is exceeded then the property becomes statutorily overcrowded and this is not allowed to happen.

Gardens and shared areas

If your property has the exclusive use of a garden then you are responsible for keeping it cultivated, free from rubbish and in a safe condition. This is a requirement of your agreement and failure to maintain your garden to a satisfactory condition may result in the Council undertaking the necessary works and charging you for the cost of doing so. The Council may also take legal action to recover possession of the property for the tenancy breach. If you cannot manage a garden and have no friends or relatives who can help you, then you should think about moving to a property without a garden.

The Council wants tenants to enjoy their gardens, and within reason will not restrict tenants from cultivating gardens in their chosen manner. However, before planting trees or hedges, tenants should ask permission first. Your home will still be there long after you have moved out, and the same might apply to anything you plant in the garden. Trees in particular can quickly out grow even quite large gardens, so it is important permission is sought before planting something that has the potential to become a nuisance several years later. Any tree or hedge planted will be your responsibility to maintain.

Permission should also be obtained before digging any pond. Any permission for a pond will be conditional on the pond being filled in and the garden re-instated when you leave the property.

Permission will also be required to erect any shed, greenhouse, aviary or similar structure in the garden. As with ponds, any permission granted will be on the condition that any structure built is removed upon the termination of the tenancy.

If your property enjoys a communal garden the Council will maintain it by cutting grass and maintaining any shrubs or borders. The Council may permit residents to maintain some borders themselves, although permission must be sought before doing so, if only to remove such borders from existing gardening contracts.

In most blocks of flats the Council does not provide a caretaking service, and tenants are responsible for keeping lobbies and stairwells clean and free from litter/rubbish etc. Where caretakers are provided tenants are required to pay a weekly charge for the service, and if tenants in other blocks do not keep their common areas clean and tidy the Council may consider providing cleaners for which a charge will be made.

Some flats are served by refuse chutes. If your home has a chute please ensure anything placed in it does not cause a blockage. Do not force larger items such as cardboard boxes etc. into the hopper. You are also requested not to use the chutes before 7.00am or after 9.00pm as this can disturb neighbouring residents.

Vehicles and Parking

A number of the Council's properties were built when car ownership was nowhere near the level it is today. This can result in parking spaces being at a premium in some areas, and inconsiderate parking has the potential to become a nuisance to other residents. When parking on our estates please ensure you do not block access for anyone or cause an obstruction in any way.

Untaxed and un-roadworthy vehicles add to the problem, the Council will remove such vehicles after providing 14 days' notice. You will also be charged for the cost.

If you have a private garden it might be possible for you to park your car on a hard standing in the garden, but before doing so you must first ask for permission and arrange for a dropped kerb to be installed. Further details are available on request.

Permission is needed before you park any caravan, motor home, boat or commercial vehicle on any land belonging to the Council.

Motorbikes, scooters and mopeds must not be kept inside properties or in any communal area. This would be a serious fire hazard, and tenants who ignore this rule will have action taken against them.

Other than minor repairs and servicing, you are not allowed to repair vehicles outside your home or in the local area. Any work undertaken must be limited to vehicles registered with the DVLA at your address.

Garages

The Council has garages to rent in many areas. Some areas are more popular than others and there may be a waiting list for the more sought after garage blocks. If you are interested in renting a garage then please contact the Tenancy Management team.

Information Sharing

The Council will hold information about you and as indicated elsewhere in this handbook you are entitled to ask to see this information by making a Subject Access request and paying a small fee.

Any information we have will be held securely, and will only be used for Council purposes. However, the Council is required by law, (section 6 Audit Commission Act 1998), to participate in the National Fraud Initiative (NFI) data matching process, which seeks to prevent fraud by matching data held by a number of public authorities. Each year the NFI reveals a number of fraudulent activities nationally – tenants with more than one property for example – and so it is important that Runnymede participates in this exercise to help stop the small minority from defrauding valuable public resources.

3. **Paying your rent**

Your tenancy is a weekly tenancy, which means you must pay your rent weekly. Rent is due on the Monday of each week, and whilst it is possible to make payments during the week, with some payment methods it can take a few days to reach us. This can result in your account falling into arrears if you leave it too late in the week to pay. This is particularly true in the case of payments made at the Post Office.

You can pay less frequently than every week i.e. fortnightly or monthly, but if you do it is important that the payment is made wholly in advance.

Some properties attract a separate service charge, for specific services not enjoyed by every property. This might be a cleaning/caretaking service in a block of flats or a charge for grounds maintenance to a communal garden. These payments are made with your rent in an inclusive charge, but you will be advised of the breakdown of the payment which will show how much you pay for each service.

If you owe money from previous tenancies, court costs or rechargeable repairs, payments made by you will first of all be used for these debts before being used to pay the rent for the property you currently occupy.

Joint tenants are jointly and severally responsible for the full rent. This means that if one joint tenant moves out of the property, the remaining tenant is still required to pay the full weekly charge, and any other amounts owing to the Council under the Tenancy Agreement.

To make it easier to pay your rent, the Council has a number of methods available for tenants: -

➤ **Direct Debits**

This is the Council's preferred method of payment, and payments can be made weekly, fortnightly, four weekly or monthly, whichever suits you. It is quick and easy, and there are 12 different dates in each month on which you can make the payment, so there should be a date which is convenient for every tenant.

➤ **Post Office/Pay Point**

Payments can be made at the Post office or an outlet offering the Pay Point service using the swipe card every tenant is provided with. When used you will be given a payment slip with the details of the transaction, which you are strongly advised to keep as the slips are your evidence of the payment you have made.

➤ **Civic Offices Payment Kiosk**

The payment kiosk is located in the reception area of the Civic Offices, Station Road, Addlestone. The offices are open between 8.30am and 5.00pm Monday to Thursday and 8.30am to 4.30pm on Fridays. You will need your swipe card or your account number to ensure the payment is credited to your account.

➤ **Credit and Debit Cards**

The Council accepts all major cards, except Amex and Diners Club. There are three ways to pay using cards:-

- Speak to the Tenancy Management Section on 01932 425821
- Ring the automated telephone service on 01932 425030
- Visit www.runnymede.gov.uk/payments to pay online

There is a small surcharge if paying with a credit card.

➤ **By Post**

Whilst cash should not be sent by post as the Council cannot accept responsibility for any lost payments, it is possible to pay by cheque or postal order, made payable to Runnymede Borough Council. Payments should be sent to the Civic Offices, Station Road, Addlestone, Surrey, KT15 2AH. Please quote your rent reference on the back of your cheque.

To help you keep track of payments the Council will send you regular statements. If you wish to check your account between statements you can contact the Tenancy Management Section.

Rent Arrears

You must pay your rent. Although tenants facing financial difficulties will be treated sympathetically and will be given opportunities to sort their problems out, tenants who allow large arrears to build up can expect the Council to take recovery action, which could result in a tenant losing his/her home. Whilst eviction is a last resort, it is an inevitable result if a tenant does not address his/her arrears.

After initial letters, the first step taken to recover possession would be the serving of a Notice Seeking Possession. This would be followed by referral to the County

Court. Court proceedings will incur legal costs, which can be substantial. To avoid court costs it is important that before court actions starts tenants make contact with the Tenancy Management Section to make arrangements to clear any arrears.

4. Money Worries?

Is it getting harder and harder to make ends meet?

Are you having real difficulty paying your utility bills and rent?

If the answer to the questions above is YES don't put your head in the sand and hope your financial problems will go away. SEEK HELP NOW.

There are various agencies that can help if you are experiencing serious debt:-

- The National Debtline on 0808 808 4000 or at www.nationaldebtline.co.uk
- Woking Money Advice Centre on 07745 240814 (text or phone) or email advice@wmac.org.uk – website www.wmac.org.uk (but this is still under construction)
- The Tenancy Management Section at Runnymede Borough Council on 01932 425821 or email tenancy.management@runnymede.gov.uk
- Runnymede Citizens Advice Bureau on 01932 842666

Even if you or your partner are out of work for a short period of time it may still be worth applying for Housing Benefit. For help and advice please call 01932 425388.

- they will have your best interests at heart.

We strongly advise you not to seek a loan from doorstep lenders or loan sharks, as the interest payments are always excessive. They are not interested in helping you solve your financial difficulties – they just want to make money from you. Instead seek advice from one of the professional advisers listed above.

5. Repairs and maintenance

Every tenant will at some time need a repair undertaken. The Council recognises that tenants will judge us by how well we maintain our homes, and so significant resources are put into making sure the repairs and maintenance of Council owned properties is as good as it can be.

Response repairs are carried out by a number of relatively small local firms which the Council has found to be cost effective and reliable. Several have worked for the Council for many years.

The Council knows that tenants want repairs done quickly, but to ensure real emergencies are sorted out quickly it is necessary to give less priority for less urgent repairs. Each repair is given a priority target date by which time we expect the contractor to have completed the job. Apart from emergencies, where we would expect the contractor to attend within 24 hours or sooner, tenants are sent an acknowledgement for each repair reported. This acknowledgement tells tenants which contractor has been given the job and when it should be completed. It also gives tenants an opportunity to provide feedback about how well the repair was undertaken, and tenants are urged to complete the questionnaire as it helps us decide which contractors to keep and which to let go if performance is not up to scratch.

The following lists the priorities given to each type of job and the target completion times given to them:-

Repair priority	Example of type of repair	Target Time
Out of hours emergency	Dangerous structures, life threatening faults, major flooding	4 hours
Urgent	Complete loss of power, loss of water supply, loss of heating (in winter)	24 hours
3 day repair	This would be a repair that covers something that whilst not an immediate risk to the property, or the tenant, would do if it was left, for example, partial loss of the heating or power , blockages to sink units or WHBs.	3 days
Routine	Repairs to sanitary fittings, plumbing leaks, electrical faults	7 days
Non-urgent	Carpentry repairs, minor plumbing repairs, window and door repairs	3 weeks
Non-essential	Fencing, paths, minor carpentry repairs	3 months

There is an out of hours service for emergencies. It is important this service is used just for emergencies – repairs that cannot wait until the next working day – for as you would expect, the Council pays a premium for using contractors out of hours. Tenants who use this service for non-emergency work may be charged the extra cost. The numbers to call for repairs are found in the pull out section in the centre of this handbook.

The Council will repair most items inside and outside your home, including common parts to flats. We will also redecorate externally at regular intervals.

There are a few minor jobs the Council will expect tenants to undertake. These are:-

- Window and door glass
- Fuses
- Window and door locks if not considered fair wear and tear
- Plugs for baths, basins and sinks

- Cylinder jackets
- Toilet seats
- Toilet chains
- Tap washers
- Door chains, bolts, door numbers and letter boxes
- Cracks in plaster
- Replacement of lost or stolen keys
- Skirts to ceiling lamp holders
- Blockages to wastepipes, gullies and toilets caused by misuse
- TV aerials (which are not shared)
- Door bells

You are also responsible for:-

- repairing or replacing any items damaged by you
- plumbing in washing machines and for repairing or replacing any extra pipework
- internal redecoration

In some cases the Council may help some elderly tenants who have nobody else to help them with redecoration. Further details can be obtained on request.

Tenants will be allowed to undertake certain alterations to their homes if they want to. Before doing so however, they must get written permission first. Permission will only be given if the Council felt the proposed changes were an improvement and that we were satisfied that your contractor had the necessary qualifications to carry out this kind of work.

The need for a qualified contractor is particularly important if you intend to undertake any work to the gas and/or electrical systems, as the law now requires anyone working with gas and all but minor electrical jobs to hold the relevant qualifications.

Tenants have a Right to Repair – which allows them to undertake certain work themselves if the Council fails to complete the job within a certain timescale – set by the Government. In most cases the Government target is longer than the one we set ourselves, and in almost every instance if a job is late being completed the fastest way to get it done is to contact the maintenance department. They will then arrange for a contractor to call as soon as possible. Not all repairs fall within the scope of the Right to Repair, and if you need further details they can be obtained from the maintenance section.

Tenants can also claim compensation for improvements they undertake should they move out and leave the improvement behind. To qualify tenants must first obtain permission for the improvement, and only certain works qualify. There is a government specified table of depreciation which reduces the amount of compensation paid the older the improvement is, to the point where nothing is payable. For example, if you fit a new bathroom suite, after 12 years the Council

would not be expected to pay you anything should you leave your home. Further details can be obtained on request.

In addition to the response repairs service, the Council undertakes a number of programmed and cyclical works to ensure our homes are kept in good condition. Gas servicing and exterior redecoration are examples of cyclical works that are carried out regularly. Major programmed work might include renewing roof coverings, replacing windows and boilers as well as upgrading older kitchens and bathrooms. Tenants are given plenty of notice when these major works are planned, and in the case of bathrooms and kitchens, certain choices in respect of colour schemes and fittings can be provided.

Gas safety

The Council has to service gas boilers annually where fitted in homes and undertake a general gas safety check to the gas supply and pipework. Not only does this ensure tenants' safety, but also that boilers are operating as efficiently as possible. Most tenants cooperate with this annual exercise, and find that our gas contractor undertakes this work by appointment with the minimum of fuss and inconvenience. Unfortunately, each year we find a small minority of tenants do not respond to requests for access, and in some cases the Council has to threaten court action before we can get this important work completed.

The Council has no choice in this matter; it has to service appliances every year to comply with the law. The Tenancy Agreement stipulates that tenants must give access for repairs, and because this is so important, the Council will respond to breaches in this tenancy clause by taking whatever action is necessary. Every year a significant number of residents nationally are killed by carbon monoxide poisoning due to faulty gas appliances, so it is important that you respond positively when asked to give access to our contractors.

Fire safety

It might be stating the obvious, but fire kills and tenants must take every precaution to minimise the risk of fire in the home. The Council works closely with the local fire brigade, and arrangements can be made for a Fire Officer to visit you to give you advice on fire safety. If you would like to arrange for a visit please contact the Fire Brigade or your tenancy manager.

Please advise us if any council fitted smoke or fire alarm is not working.

Do not keep any portable oil or bottled gas appliances or fuel for such appliances in your home. This would also include any store cupboards or balconies.

The use of barbecues indoors, including balconies and shared areas such as entrance halls and staircases and landings is not allowed. The dying embers of barbecues give off carbon monoxide, and people have died bringing barbecues into enclosed areas, including tents.

Tenants living in flats must not place items in the corridors and on landings and stairwells. In the event of fire such areas can quickly fill with smoke, so it is vital that nothing, not even small pot plants, can impede residents' evacuation. Any items found in communal areas will be removed and the tenant who placed them there will be charged for the removal.

Smoking in designated smoke free areas, such as enclosed common parts, corridors, stairways and lifts is not permitted.

Flooding

Several parts of the Borough are within the Thames flood plain, which means they are at a higher risk of flooding than other areas. Not all parts of the borough are affected, and tenants living in the areas most at risk are given specific advice when they sign up for their homes.

You must take all reasonable precautions to prevent flood damage from water leaks in your home.

If you would like more information about the risk of flooding in Runnymede, further information can be obtained on the Environment Agency's website. Details of the address and contact telephone numbers can be found in the Contact List.

Disabled adaptations

Every year the Council puts aside a pot of money to pay for alterations/adaptations to tenants' homes to enable them to continue living in them. Such adaptations might include the fitting of a shower for an elderly or disabled tenant who can no longer manage a bath or a stair lift where a tenant is struggling with the stairs. In assessing tenants for adaptations, the Council will work closely with Occupational Therapists from Surrey County Council to ensure that the changes made are suitable and offer tenants the best long term solution. For further details please contact the Maintenance Team.

6. An Introduction to your Property Standard

Runnymede Borough Council is committed to provide homes that meet certain standards in terms of safety, cleanliness and general condition. Hopefully the following will help explain our standards and assist you in your move.

Before you move into your new home it will have been subjected to a thorough inspection. Numerous items within the property will have been checked and a summary of these items forms part of this information leaflet. Through this process and our continual monitoring of your feedback, we aim to achieve the type of quality home you expect from us as your landlord.

All essential repairs will be completed prior to your taking the tenancy, but some minor repairs may be carried out after you take occupation. These will be carried out on an appointment basis so that the disruption and inconvenience caused to you shall be kept to a minimum.

From the day your tenancy starts you can expect the property to meet the following standard:

Safety requirements

- Electrical and Gas Safety checks will have been carried out by our approved contractors prior to the property being let.
- The property will have been checked to ensure that it can be secured and the front door lock will be changed.
- The property will have been checked to ensure that there are no serious hazards at the time of your taking your property.
- All paths and driveways leading to your front door will be inspected to ensure that they do not have a trip hazard.
- All Gas fires which were installed as a previous tenants fitting and which are secondary means of heating, will be removed and the hearths boarded and vents installed.

Cleaning

- The property will be given a 'builders' clean, prior to being offered to you as a prospective tenant.
- The cleaning process will ensure that all floors have been swept, cupboards, work surfaces and vinyl floors will have been swept, washed and disinfected. In some cases where light marking has been found on emulsioned walls, these will also be cleaned.
- When carpets have been left, these will have been swept but otherwise left in the condition they were found.
- All builders' materials will be cleared away from the properties.

General Condition

Services

- Hot and Cold water will be provided to the kitchen and bathroom.
- Where possible, two methods of heating water will be provided, either through a boiler and an immersion heater, or through the option of two immersion heaters, off peak and boost, fitted to your hot water cylinder.

Kitchen

- There will be adequate/suitable surface space in which you can prepare food.
- Where possible, suitable space and sockets will be available for a fridge or upright fridge freezer and washing machine within the kitchen space or within the immediate adjacent area.
- Provision will be made for either an Electric or a Gas cooker. The council does not guarantee an option of both being available within all of its properties.
- Where a programme of work is due within 18 months of re-letting of the property, kitchen units will not be replaced unless they are unhygienic.

Repairs to extend the life of units may be undertaken. Tenants will be advised of impending programmes of work at the time of taking the property.

Bathrooms

- The bathroom will contain a wash hand basin and either a bath or a shower.
- A W/C may not be located within the bathroom.
- If the property has a secondary W/C outside of the property, it will only be cleaned or removed, not replaced.
- All the bathroom facilities will be in good working order.
- Where there is an extract fan in the bathroom or W/C instead of an external window, this will be checked to ensure that it is functioning correctly.

Floor Coverings

- Kitchen and bathroom floors will have a vinyl type finish and be in good condition.
- All other floors will be left in such a condition to receive a carpet finish.
- When carpets are in a reasonable condition they may be left at the discretion of the inspecting officer. If the tenant subsequently wishes to have them removed, the council will arrange for their collection and disposal free of charge, if the request is made within the first week of the new tenancy.

Windows and Doors

- All external doors will have at least one lock.
- The front door will have a letter plate unless an alternative arrangement is made, i.e. communal collection boxes in flats.
- All windows will be in safe working order and where they are lockable, the council will try to provide keys but this cannot be guaranteed.
- Where doors are missing and not acting as fire doors the ingoing tenant will be asked if they will to have them re-fitted, especially if the door has been removed to increase the floor space in a particular room.

Hall, Stairs and Landing

- Stairs and handrails will be sound and secure. Banisters must be in place and balustrade rails must meet Health and Safety requirements or have the openings blocked in.

Decoration

- The standard of decoration within the void property will be assessed and, if it is considered necessary, a decoration allowance will be given. This assessment is on a room-by-room basis at a financial level agreed by the council and which is in force at that time. Tenants are required to decorate the rooms for which an allowance has been made within an agreed timescale before the allowance can be claimed.
- All decorations must be inspected and approved before the allowance is signed off for payment.

- In some exceptional circumstances the council may decorate all or part of the property prior to letting. When this occurs no decorating allowance will be made.
- Any new plaster shall be left bare to assist in the drying out process and its decoration will form part of the allowance awarded to the ingoing tenant.

Gardens

- All gardens will be cleared of garages, huts or other constructions, which are not in an acceptable state of repair.
- If a property has been void for several weeks, the garden will be tidied up (i.e. grass cut and hedges trimmed).
- Fencing and gates will be adequate for the needs of the property and will be provided to a standard acceptable to the council.

Adaptations

With an ever-decreasing housing stock, it is essential to ensure that we continue to make best use of the existing stock so that we meet the needs of applicants. In some instances this may mean your new home has been adapted for the previous occupant.

Where these adaptations meet the basic needs of our accommodation, such as a shower instead of a bath, these will be left as they are. If however you feel the specialist equipment that has been left does not meet your needs, such as shower seats, special grab rails etc, these will be removed at your request, after you take the tenancy.

Where you require an adaptation, every effort will be made to undertake the work before you move into the property, but due to the specialist nature of some of these items, they may have to be completed after your move. All new adaptations will be done in agreement, and to comply with, the occupational therapist who undertook your assessment.

Social Services' provided mechanical aids are to be offered back to them and removed prior to re-letting, for example, bath hoists. Floor finishes and plasterwork or tiled surfaces (wall and floor) will be made good or replaced in isolation, but large areas of wall tiling will not be undertaken.

Previous Tenant Improvement

All of the previous tenants' improvements undertaken with permission and to a good standard are to be noted on the void report for retention e.g. showers over baths. These will then be 'gifted' to the incoming tenant.

Any item which is gifted to the incoming tenant including any fittings such as furniture, carpets, white goods and sheds etc will be noted on a disclaimer which you will have been asked to sign. All these items then become your responsibility for their future maintenance, replacement and disposal.

Where fixtures such as kitchens and bathrooms have been installed by a previous occupant, they will be left in-situ if they are of an acceptable standard. However, the council cannot guarantee that when undertaking future repairs or replacement they will be able to match such fixtures. The council will use its best endeavours to match as closely as it can, but with so many types of fixtures and fittings available an exact match may not be possible.

Settling into your New Home

In most instances the council will not be responsible for the supplying of your utilities, such as Gas, Electricity and Water to your property and you will need to arrange this yourself.

A copy of information on how to use your particular boiler or heating system will be left in your home. If it is not, then please ring the repairs team on 01932 425858 who will arrange for a copy to be sent to you.

It is important to note that under new legislation all gas and electrical cookers should be fitted by a recognised competent/qualified person and the arranging of this is the responsibility of the tenant.

7. Living in your home and your behaviour

Your Tenancy Agreement contains a number of conditions about how you are expected to occupy your home. You are responsible for not only your own behaviour, but that of your children, anyone who lives with you and anyone who visits your home. This will apply to not only the immediate area around your home, but anywhere in the borough.

Anti-social behaviour can and does cause considerable nuisance and distress to neighbouring residents. It can take many forms, from loud music, and inconsiderate parking to harassment and domestic violence. We are not prepared to allow tenants to behave in a way that may cause a nuisance to other neighbours, and for more serious breaches the Council will start legal proceedings to evict tenants found guilty of unacceptable behaviour.

Harassment

Harassment is where someone intends to harm or intimidate somebody else. This will include neighbours, council staff, contractors or elected members. Examples of harassment could include verbal or written threats or abuse, physical violence, stalking, offensive calls, texts and/or e-mails, sending indecent or abusive material and offensive/racist graffiti.

Racial harassment

Racial harassment is an incident or a series of incidents intended to intimidate, offend or harm an individual or group because of their ethnic origin, colour, race, religion or nationality. A racist incident is any incident that is perceived to be racist by the victim or any other person.

Other harassment

Harassment for any reason is unacceptable. You must not behave in a way that targets people from identified groups because of their perceived differences. This would also include gender, age, pregnancy and maternity, marital or civil partnership, gender reassignment, sexuality, disability or mental condition.

Whatever the reason, harassment is unacceptable and a breach of your Tenancy Agreement and the Council may take legal action against a tenant if there is such a breach. This could result in the tenant and their family being evicted.

Domestic abuse

As with harassment, domestic abuse is a breach of the Tenancy Agreement, and perpetrators will be putting their tenancies at risk. Domestic abuse is defined as using or threatening to use violence or abuse, (which includes physical or emotional abuse or restricting financial control), or intimidating any person, including children, living with you. If as a result of such behaviour that person or their children are forced to leave your home, the Council may take legal action against you, which could result in you losing your home.

General nuisance and anti-social behaviour

In relation to the Housing Service, anti-social behaviour is behaviour which:-

- is capable of causing nuisance or annoyance to any person; and
- directly or indirectly relates to or affects our housing management functions; or
- involves using, or threatening to use housing accommodation owned or managed by the Council for an unlawful purpose.

Those persons to whom the conduct may cause annoyance or nuisance include anyone who has a right to live in a property owned or managed by Runnymede Borough Council, those living in any other property in the neighbourhood and anyone else lawfully in such property or in the locality, for example working or using local facilities.

Examples of behaviour which would fall within the above definition might include, but are not limited to:

- noise nuisance
- using RBC housing accommodation to sell drugs or for other unlawful purposes
- litter

- animals
- graffiti
- fly tipping
- car repairing and nuisance parking
- untidy gardens

It is our policy to provide, where applicable, support to residents or groups of residents to encourage them to record and report incidences of anti-social behaviour. Throughout our investigation of cases, we will keep complainants and witnesses informed of all developments to reassure them that appropriate action is being taken.

If you would like to talk to someone about anti-social behaviour outside of normal office hours (including the Christmas holiday period) please call the ASB Respect Line free phone number on **0800 075 66 99**. You can also use the free text number which is **80800**, just text 'ASB' to that number followed by your text message.

8. Dogs, pets and other animals

The Council recognises that pet ownership brings a lot of pleasure to residents. That said, with pet ownership comes certain responsibilities, both to the animal and those living near you.

You are allowed to keep fish in a tank or bowl, small caged birds such as budgerigars or canaries or small caged rodents such as hamsters or gerbils. For all other animals, prior written permission is required.

Tenants wishing to keep birds in an aviary or pigeon loft will require written consent before erecting any structure in the garden.

There is a strict no dogs rule in Surrey Towers, and tenants living in flats which do not have direct access to a private garden will also not be permitted to keep a dog or a cat. An exception may be made in the case of a guide dog.

Permission to keep any animal is on the strict understanding that it is kept in satisfactory conditions and is not allowed to cause any nuisance to other residents. This will include noise, smells, fouling of common areas or anything else considered a nuisance. If a nuisance is caused by any animal, permission to keep it may be withdrawn and action taken to ensure the animal is removed.

If you have a complaint about pets in your area or a specific problem with a neighbour's animal, contact the Tenancy Management Section, who will arrange to investigate your complaint.

9. Tenancy Fraud

Council housing is a valuable resource. As house prices and rents in Runnymede increase, the number of residents who look to the Council for help with their housing grows year on year and so it is important our limited stock of housing is used as it should be.

Nationally it is estimated that tens of thousands of council homes are not occupied by the proper tenant. Some may be sub-let, others held over by relatives on the death of the tenant, but whatever the reason, the person living in the property should not be there and is stopping somebody else, possibly a more deserving household, from taking occupation. This is tenancy fraud, as is giving false information or withholding relevant information when applying for council housing in order to obtain a tenancy.

The Council takes tenancy fraud seriously, and when detected will take the appropriate steps to recover possession, which as well as eviction could also result in a criminal prosecution.

If you suspect anyone of committing tenancy fraud then the Council would ask that you tell us of your suspicions. We will never disclose the source of our information, and you could be responsible for ensuring a valuable council home is allocated to a deserving family.

10. Grounds for possession

If the Council wishes to bring your tenancy to an end it is necessary to obtain an order for possession from the county court. Generally speaking, the Council will only seek to end a tenancy if there has been a breach in the tenancy conditions, although there are other reasons for the Council to apply to the court.

The grounds for possession are contained in schedule 2 of the Housing Act 1985. The following is not a full list of grounds, but expands on the reasons most likely to be used by the Council.

- You owe rent or have broken one of the tenancy conditions.
- You, or someone living with you or visiting you are behaving in a way that is causing or is likely to cause a nuisance or annoyance to neighbours or someone living with them or any lawful visitor to the locality.
- You or someone living with you has been convicted of an offence or have used your home for immoral or illegal purposes.
- You have been violent or threatened violence (including psychological abuse) to your spouse or partner and as a result they (or somebody else in the family) have left the home.

- You or someone living with you has damaged your home or any common areas shared with neighbours.
- You made a false statement to obtain your tenancy.
- You moved into your home by way of a mutual exchange and paid to or received money from the tenant you exchanged with.
- You moved into your home temporarily whilst work was undertaken to your permanent home and refused to move back once the work was completed.

The courts may grant possession on the following grounds if suitable alternative accommodation is available:-

- Your home is statutorily overcrowded.
- The Council wants to demolish your home or undertake works that cannot be done with you in occupation.
- Your home has been adapted for a disabled person and you no longer need the adaptation and the Council has another family who needs the adaptation.
- You have succeeded to the tenancy but the property is considered too big for you.

Before the Council can apply to the court it is necessary to serve a Notice of Seeking Possession. This notice would indicate the ground being used to seek possession, and would give details as to why the ground was being used. If you receive a Notice of Seeking Possession you should contact the Tenancy Management Section immediately to discuss your situation. You may also want to seek advice from a solicitor or advice agency.

If you are a Secure Flexible tenant, the Council will review your tenancy at least six months before it is due to end. You must take part in the review otherwise the Council will assume you do not want to remain in your home. It is possible the Council may decide not to extend your tenancy, and if this is the case you will be given six months' notice of this decision. You will have the right to ask us to review our decision not to extend your flexible tenancy.

11. Moving Home

The Council operates a choice based lettings process for allocating empty homes, based on a priority banding system. Applicants are asked to express an interest in advertised vacancies of the right size for their household composition, and the applicant in the highest priority band and who has waited the longest is offered the property.

Existing tenants can apply to move from their existing home. Applications for a transfer can be made on-line, although help can be provided for tenants who do

not have web access or who find navigating a web-based system difficult. Having made the application, tenants “bid” for vacant properties in the same way as all applicants.

There is nothing stopping any tenant from seeking a transfer, but those wishing to move simply for preference will not attract a high level of priority, and so may find themselves “outbid” by applicants who are in greater housing need.

Tenants giving up larger family homes for smaller flats or bungalows are given extra priority, as are tenants who may be required to vacate because major works are scheduled for their existing home which cannot be undertaken with them in occupation. In extreme cases, the Council may agree a management transfer where it is impossible for a household to remain living where they are.

Secure and Secure Flexible tenants are able to exchange/swap their home with another Council or Association tenant. This is called a mutual exchange, and in law the arrangement is deemed to be an assignment.

Certain restrictions would apply: for example a single tenant or couple would not be allowed to exchange into a large family house or flat, although through an exchange the Council would generally allow a household to have an additional bedroom. Not all housing providers will approve on this basis. With the introduction of the bedroom tax, you should fully consider whether you can afford the rent as well as any other associated outgoings.

The Council might also stipulate conditions, such as requiring any rent arrears to be cleared or damage to the property made good before the exchange takes place.

Tenants can exchange to other parts of the country, although the consent of both landlords must first be obtained. Councils and Associations can only refuse permission for exchanges on certain grounds laid down in law.

To assist tenants in finding an exchange, the Council subscribes to a national exchange database called HomeSwapper, which is free for all Runnymede tenants. Details of other tenants wishing to move are available, enabling tenants to match suitable properties to areas of the country they wish to consider.

12. Who Supplies my Gas and Electric, Where do I get a new prepayment “pay as you go” card or key from?

Who supplies my gas and electricity?

Wondering who supplies your gas and electricity? Have you recently moved house or about to move into a new property? Here are couple of things you **must know** about your gas and electricity supply and a few simple steps to save you money!

Three simple steps

Step 1. Find out who your gas and electricity provider is and let them know you moved into the property.

Step 2. Take meter readings and notify your supplier.

Step 3. Find out if the meter is a quarterly billing type, or a prepayment meter or Quantum / key meter

Who is my gas supplier

To find out who your gas supplier is, call the M Number Enquiry Helpline on **0870 608 1524**, this is a service provided by xoserve Ltd. They will tell you who your gas supplier is and can also give you your MPRN number which you may sometimes need when switching to a cheaper gas tariff.

Who is my electricity supplier

You can find out who your electricity supplier is by calling the local distribution company. They should confirm the registered supplier and provide you with a contact number for the electricity provider by checking your address details and meter serial number (normally located on a sticker attached to the meter) on their records. It is useful to take a note of your properties Meter Point Administration Number (MPAN) for future reference.

The phone numbers for the distribution companies are below and are usually open normal 'office hours'

South East England – these type postcodes - KT15 and KT16 0845 601 5467

Southern England SSE Power Distribution – these type postcodes TW18 TW20 GU25 GU14 0845 026 2554

Take meter readings and notify your supplier

Your energy supplier may already have meter readings, however to make sure, take your own meter readings and notify your supplier. This will ensure that you will be paying the right amount for the gas and electricity that you've used.

If there's a prepayment meter or Quantum / key meter

If the property that you move into is supplied by a prepayment meter for gas or electricity, you will need to get your own prepayment card or key from the supplier. Using the previous occupant's prepayment or key means any money you pay will be credited to the previous occupant's account.

Where do I get a new prepayment meter or Quantum / key from (“pay as you go”)

Your electricity or gas supplier will advise you who is the supplier, and where you can collect a new key or card for your pay as you go meter. They will provide you a reference number and the news agents who can provide the key or card. If there is a debt on the key or card from the previous occupier please inform the utility company – they will advise you in regard to the previous tenants debt and how to register your new card.

How do I charge my gas or electricity key or card

Take your card or key and cash to your nearest PayPoint outlet. Tell the retailer what you want to pay and how much. Hand your cash and key or card to the retailer who will process your payment on the PayPoint terminal. Please keep your PayPoint receipt as proof of payment.

Check the Electric meter type. If your new home has an economy 7 meter, you might need to check with your supplier to find out which readings are for day and night or how to use energy in the most efficient way.

13. Ending your tenancy

You must give the Council four weeks’ notice in writing to end your tenancy. Your notice must end the tenancy on a Sunday. In exceptional circumstances the Council may accept less than four weeks’ notice, but this must be agreed beforehand.

On expiry of your tenancy you are required to give the Council vacant possession. This means you and any other occupants must move out at the same time. The Council may take legal action to evict anyone left behind, and you would be liable for any costs involved.

You must return all keys to the Civic Offices by 12 noon on the Monday after your tenancy ends. Without the keys the Council cannot start the process of re-letting your former home, and this will result in lost rent income. You will be expected to reimburse the Council for any rent loss, so it is important that keys are returned promptly.

All your possessions must be removed from the property. This includes any garden, shed and loft space. The property must be left clean and tidy, if it is not the Council may charge you for removing anything left behind and any cleaning that is necessary.

Any fixture or fitting you have installed (e.g. kitchen cupboards) must either be left in situ, or the original Council fitting put back.

14. Consultation and resident involvement

If the Council wishes to make a major change to the way the housing service is provided, there is a requirement for it to consult with tenants and take their views into account before making the change.

Irrespective of the legal requirements, the Council believes the best housing services exist when the tenants and landlord work together. To this end, the Council actively encourages tenants to get involved, and provides help with finance and administrative support to a number of resident groups.

The main residents' group is the Runnymede Council Residents' Association – the RCRA. The RCRA has been in operation for many years, and meets regularly with senior housing officers to help decide on policy and ways to improve the service for tenants. The Chair of the Group is invited to the formal meetings of the Council's Housing Committee, where the views of tenants are put forward before any major decisions are made. Members of the RCRA also assist in the selection of contractors for major works programmes, such as painting and kitchen and bathroom refurbishment. The RCRA helped develop the Service Standards, and any major changes to the allocations policy are first discussed with the Group to get residents' views on any proposals.

Service standards exist for the following areas of operation, and the Council is always happy to develop new standards with residents where appropriate:-

- Response to enquiries and complaints
- How we recover arrears
- How we deal with anti-social behaviour
- Grounds maintenance
- Leaseholder services
- Repairs
- Condition of empty homes prior to letting

In addition to the RCRA, there are a number of local groups. These can cover areas, estates or just a single block. Some have a formal constitution and receive a grant to help them operate, whereas others run on a less formal basis, meeting when they feel the need rather than sticking to a rigid timetable. Some groups have been set up to tackle a single issue of concern and fold when the issue has been resolved, whereas other groups meet off and on to discuss general issues of interest. The important thing is it has to work for the residents involved. The Council recognises that many tenants lead busy lives and are reluctant to commit to something they feel they cannot give their full attention to. This is why the Council is happy to develop a structure of resident involvement that suits those involved; from formal committees to coffee mornings in a tenant's living room.

If you would like more information about joining the RCRA, or setting up a local group where you live, then please contact the Tenancy Management Section.

15. Complaints

With over 3,000 properties in management and handling hundreds of enquiries and repairs each week, things will occasionally go wrong. Our hope is that we are able to put matters right quickly once brought to our attention, and service users are encouraged to let us know if the service we provide does not meet expectations. The Council has adopted the following definition of a complaint:-

“An expression of dissatisfaction with the Council’s actions or omission, whether justified or not”

We are never going to be able to please everyone all of the time. The scarcity of Council accommodation means that applicants will more often than not have to wait for longer than they want to before being housed, and in many cases we will be unable to meet aspirations about type, size and location of homes. Sometimes repairs may take longer than we would like or we fail to respond to an enquiry as quickly as we should.

In most cases a telephone call to the right person will resolve a complaint, but on the rare occasions that this is not the case, a formal complaints procedure has been developed for residents to use. Full details can be found on the Council’s website at www.runnymede.gov.uk

The procedure is a two stage process. In the first instance your complaint should be made to the Service Head, who will be expected to respond within ten working days. If your complaint is more complex than usual, it may take a little longer to deal with, but if this is the case you will be notified of this and told when to expect a response.

Most complaints are resolved at stage one, but should you remain dissatisfied you can progress your complaint to stage two, which will be dealt with by the Housing Business Centre Manager. The Business Centre Manager will review your complaint and the stage one response, and will get back to you within 10 working days. Once again, if your complaint requires further investigation, we shall advise you of any delays. Stage two is the end of the Council’s formal complaints process.

If you are still not satisfied you are free at any time during the complaints procedure to contact your local councillor. Whilst he or she will not deal directly with a complaint about the way the Council provides a service, your councillor can talk to you about your complaint and help you in making contact with officers. You can get details of who your local councillor is and how to contact him/her from the website, from reception in the Civic Centre or from local libraries.

If you remain dissatisfied having exhausted the formal complaints procedure and believe we have not handled matters properly, you can complain to the Housing Ombudsman. Full information can be found on the Ombudsman’s website at www.housing-ombudsman.org.uk

16. Useful contact list for tenants

Runnymede Borough Council – main switchboard

01932 838383

Website: www.runnymede.gov.uk

Addlestone Police

0845 125 2222

Website: www.surrey.police.uk

HOUSING DEPARTMENT

Tenancy Management Section (01932 838383)

E-mail: tenancy.management@runnymede.gov.uk

- Rent enquiries and payments of rent
 - Estate management
 - Anti-Social Behaviour of Council Tenants
 - Renting of Council garages
 - Resident Involvement
 - Maintenance - Repairs to Council homes, land and garages
- E-mail: housing.repairs@runnymede.gov.uk

Gas & Electric Supplier (0845 601 5467)

Out of hours emergency repairs (01932 425060)

Direct line no. for Robert Heath Heating – gas servicing (0800 121 4115)

Housing Allocations (01932 425832)

E-mail: Housingallocations@runnymede.gov.uk

- Enquiries regarding an existing offer of a Council House
- Position on the Housing Register
- Mutual Exchange

Housing advice and homelessness (01962 425811)

E-mail: housingadvice@runnymede.gov.uk

OTHER DEPARTMENTS

Safer Runnymede (01932 425065)

Anti-Social Behaviour of non-Council Tenants

Council Tax (01932 425414)

Enquiries and payments of Council Tax

E-mail: counciltax@runnymede.gov.uk

Housing Benefit (01932 425388)

Enquiries regarding a claim for or entitlement to Housing Benefit

E-mail: benefits@runnymede.gov.uk

Depot (01932 425750)

Rubbish and recycling collection

Fire Brigade (0800 085 0767)

Fire safety inspection visit

OTHER USEFUL NUMBERS

Surrey County Council (03456 009 009)

General Enquiries

Surrey Highways (0300 200 1003)

Bus pass renewal or enquiry

Website: www.surreycc.gov.uk

Citizen's Advice Bureau (CAB) (01932 827187)

Opening hours

Free advice over the phone

Website: www.randscab.org.uk

Boom (01903 237221)

The Sound of Savings and Loans

Website: www.boomcu.com

Environment Agency 0345 988 1188

Floodline

website: www.environment-agency.gov.uk

Age UK Surrey (01483 503414)

General enquiries

Website: www.ageuk.org.uk/surrey



RCRA

Runnymede Council Residents Association

Whether you are an existing tenant moving house or a new tenant we would like to tell you about the Runnymede Council Residents Association (R.C.R.A.). If you are a new Tenant then "Welcome".

The R.C.R.A. represents all Council Tenants and Leaseholders. Our aim is to make sure that the Tenants of Runnymede get the best possible service from the Council and we work in conjunction with the Council to achieve this aim.

Monthly meetings are held throughout the year, where we discuss issues that affect all Tenants such as the kitchen and bathroom refurbishment programmes and the appointment of contractors to carry the works.

We also discuss wider issues such as recycling, anti-social behaviour, safety in your home and often have guest speakers relevant to a particular issue.

We also monitor the standard of services we receive which are set by the Council in conjunction with the RCRA.

There are some smaller more local residents groups namely, Fair Oaks Court & Lane Close and Lasswade Court Residents' Association who deal with matters in their area. Members of the local groups can be members of the R.C.R.A.

If you would like to become a member of the R.C.R.A, then please do contact me on 01932 568405 or 07811863565. Alternatively, if you would like to become a member of your local group or start a new local group, then do please either contact myself or the Tenancy Management Team at Runnymede Borough Council on 01932 838383.

We are here to help so please do contact us if we can be of any assistance to you.

Jenny Hill
Chairman Runnymede Council Residents Association