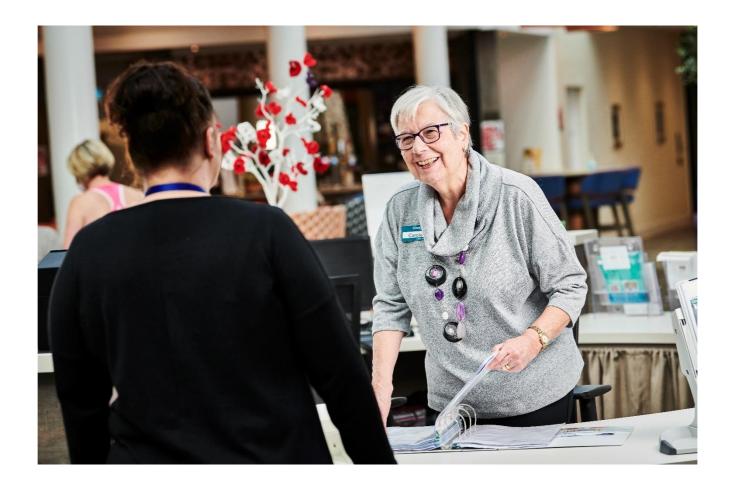








# Your Residents' Handbook



Your tenancy or lease agreement sets out your rights and responsibilities and our obligations to you. Regardless of your particular agreement, the information and guidance provided in this Resident Handbook is applicable to all residents and aims to support you to successfully live in your property and location.

The 'local information' section at the end of the Handbook contains a summary of information that is applicable to your particular location.

- 1. Welcome to ExtraCare
- 2. How to Contact Us
- 3. Regulation & Accreditation
- 4. Our Values
- 5. Your Charges
- 6. Your Safety & Security
- 7. Living in the Village / Scheme
- 8. Getting Involved
- 9. Moving Out of your Property



#### 1. Welcome to ExtraCare

Welcome to your new home and to the ExtraCare Charitable Trust ('ExtraCare').

The ExtraCare Charitable Trust was established in 1988. We operate retirement villages and smaller housing developments around our Midlands base, including developments further north and south.

Our Vision is better lives for older people.

Our Mission is creating sustainable communities that provide homes older people want, lifestyles they can enjoy and care if it's needed.

Further information about ExtraCare is on our website: www.extracare.org.uk

#### 2. How to Contact Us

The main Reception within each location is the main point of contact for residents and visitors. Our Reception areas are operated by a combination of staff and volunteers. The opening times for Reception are publicised at each location.

In an emergency, please use the emergency call system to contact a member of staff.

For the full address and main telephone number for your location, see the 'Local Information' section of this handbook.

#### Our Head Office is:

The ExtraCare Charitable Trust
7 Harry Weston Road
Binley
Coventry
CV3 2SN

Tel: 02476 506011

Email: reception@extracare.org.uk

You are able to leave feedback and comment on your experiences of ExtraCare through "We're Listening" devices at each location.

We will keep you informed through a variety of means, including our ExtraLife magazine and in regular resident ("street") meetings.

## 3. Regulation and Accreditation

ExtraCare is a registered provider of housing, and is regulated by the Regulator of Social Housing (RSH).

For more information, please see:

# https://www.gov.uk/guidance/about-the-regulator-of-social-housing

As a registered charity, we are also registered with the Charity Commission for England & Wales:

# https://www.gov.uk/government/organisations/charity-commission

Our care service is regulated by the Care Quality Commission (CQC):

#### https://www.cqc.org.uk/

We are a member of the trade body for retirement living communities – Associated Retirement Community Operators (ARCO). We subscribe to the ARCO Consumer Code.

For more information, please see:

#### http://arcouk.org/consumercode/

As part of our compliance with the ARCO Consumer Code, you will have been issued with Key Facts information regarding your new home, including the charges and other costs associated with it.



#### 4. Our Values

We aim to live our values, to provide you with the best possible service:

**Empowering:** We encourage and support our staff to provide outstanding services to our residents

**Compassionate:** We show empathy and compassion to our residents

**Collaborative:** We work together as one team for the benefit of our residents, staff, volunteers, and customers

**Transparent:** We are open, transparent and honest in our dealings with our residents, staff, volunteers and customers

This means that we will do all we can to ensure that we respond to your queries or concerns effectively.



In return, we ask that you:

Pay your charges – your home may be at risk if you do not

**Report any issues** – including repairs, accidents or incidents, concerns

**Act responsibly** – to your neighbours, to the wider community and follow our safety advice

**Seek permission** – for pets, motorised mobility aids, property improvements

**Ask questions** – if you need help, advice or further support

### 5. Your Charges

The Key Facts information issued to you prior to you moving in details the charges you are liable to pay. All charges are set either weekly or monthly in advance as stated in your tenancy or lease agreement.

The Charges information below is an overview of charges at locations.

## 5.1 Your Charges Explained

#### Rent

All ExtraCare tenancies are charged on a social rent basis, in line with the Regulator of Social Housing's current guidance on setting rents. Rent is increased or decreased in line with current government guidance each year in April.

Shared ownership properties are charged a rent which is based on 4.5% of the unsold equity of the property.

### **Village Facilities Charge / Service Charge**

These are charges that cover the cost of running the communal areas and communal services – they include things like fire alarms, door entry system,

emergency call system, emergency lighting, communal cleaning (including communal window cleaning), communal rubbish collection, pest control, lift servicing and maintenance.

Some locations are charged this on a fixed basis; others are charged this on a variable basis. Different regulations apply depending on whether you are paying on a fixed or variable basis. However, our commitment for both types of charges is that we aim to charge you only the cost of delivering these services (plus a small administrative fee if you are on a variable charge).

Your particular charge is detailed in the Key Facts information.

# Apartment Maintenance Charge / Management & Maintenance Charge

This relates to leaseholders only (shared and outright owners). This covers the repair to the installations in your home that we provide, such as heating, bathroom and kitchen installations. It also includes your buildings insurance (not contents).

#### **Village Utilities Charge / Amenity Charge**

This charge covers the cost of providing heat, light, power and water to your apartment. Depending on your lease, this is charged either on a fixed or variable basis.

If you are paying this charge on a variable basis any surplus that has accrued in the previous year will be used to reduce your overall charge for the forthcoming year in line with your lease and tenancy agreement. Any deficit in this charge will be reflected in your charges for the forthcoming year.

If you are paying this charge on a fixed basis, your charge will increase as per the terms set out in your lease.



# Village Amenity Charge / Community Charge

This charge is a contribution towards the running costs of the well-being service, activity costs including staff, a contribution towards the restaurant where applicable, 24-hour access to staff support in an emergency and the costs associated with the running of communal areas.

#### **Care Charges (care only)**

Care services are charged as required and costs vary according to the amount of care needed. Many residents can receive benefit entitlements to support the cost of their care and we can advise you of this.

Your charges relate to the building and the associated services. They do not include:

**Contents:** you must arrange contents insurance to cover the loss or damage of your contents

**Damage:** you are responsible for makinggood damage to your property **TV licence:** you must arrange to pay your TV licence

**Council tax:** you must pay this direct to your local authority

In addition, there are additional services at your location for which there may be additional charges, such as cost of activities and events. However, participation is optional. We always try to run some 'free' events and to keep the costs of paid-for events as low as possible.

## 5.2 Paying your charges

All charges are due either weekly or monthly in advance, depending on the conditions laid out in your tenancy or lease agreement. We expect regular payments to be made by Direct Debit.

Payment of charges to ExtraCare can be made in the following ways:

**Direct Debit** – payments direct from your Bank Account to ExtraCare

Credit / Debit Card – phone the Income Team at our Head Office to make a payment on 02476 506011.

We do not accept cash for payment of rent or charges.

You may be entitled to welfare benefits to help meet the cost of your housing and care. If you require advice or assistance with claiming benefits, please contact one of our Welfare Benefits Advisors. You can make an appointment to see them via the location Reception.

Some welfare benefits are able to be paid direct to ExtraCare – we encourage this method of payment. Please contact one of our Welfare Benefits Advisors for more information (through your location Reception).

## 6. Your safety and security

Your safety, and the safety of the wider community is of paramount importance to us. We have a number of policies and procedures in place to ensure your safety and security is protected as far as is reasonably practical.

## 6.1 Fire Safety

We have a duty to ensure that we have measures in place to reduce the risk of fire, and to have measures in place to keep you safe in the event of a fire.

#### Fire alarm testing

We carry out a fire test weekly by

activating a manual call point.

We are required to test the smoke/heat detectors within your apartment at least annually. You are required to ensure we are given access for this purpose.

#### **Stay Put Policy**

All our buildings are designed to prevent the spread of fire. This is achieved by installing fire resistant materials throughout the building and segregating rooms into fire resistant compartments. These compartments are designed to contain and prevent the spread of fire into the next compartment and therefore supports our stay put policy.

Residents and visitors will remain in their apartment/ communal area unless they are:

- Affected by fire
- Affected by smoke
- Instructed to leave by a member of staff
- Instructed to leave by a member of the emergency services.

If a resident or visitor is instructed to leave, they must follow the steps of Delayed Evacuation (see below).

## Personal Emergency Evacuation Plan (PEEP)

If you have a mobility and/or a sensory impairment whereby you would need assistance to evacuate in the event of an emergency, then a PEEP will be put in place for you. We will contact you annually to check if your circumstances have changed; however, if at any point prior to the annual check you think you may need assistance to evacuate, then it is your responsibility to inform us.

#### **Delayed Evacuation**

If a resident or visitor is required to leave, they must follow the steps of Delayed Evacuation:



- Evacuate away from the area of fire / smoke to a safe zone on the same floor level.

A safe zone is an area where the fire alarm sounders aren't constantly sounding. You will need to pass through at least two fire doors before reaching this area.

 If the fire / smoke is in your vicinity you are to evacuate vertically to groundlevel

Note that the passenger lifts will not work during a fire alarm

Evacuate the building to the fire assembly point and await instructions

## 6.2 Motorised mobility aids

You are required to seek our permission for using and keeping a motorised mobility aid ('mobility scooter') within the location. Where appropriate, we encourage residents not to use mobility scooters around the location to promote health and wellbeing. However, if there is a requirement for a mobility scooter, then we will consider granting consent. The location manager will advise whether we grant permission for you to use a mobility scooter within the location.

We do not allow 'Class 3' mobility scooters – which are those for outdoor use – to be used within our locations. Where possible and practical to do so, we will seek to provide storage areas for such scooters to help ensure that they are not used within the location.

If we grant you permission for a mobility scooter, this will be subject to you storing it in an appropriate place, and not within the communal corridors of the location. We do not allow mobility scooters to be stored or charged within communal corridors. This is to comply with fire safety advice. The location manager will advise you where these are able to be stored or charged, either within your apartment or within designated areas within the location.

If we grant you permission for a mobility scooter, you are required to insure it for use, and to provide us with an up-to-date copy of your insurance.

We reserve the right to remove mobility scooters that are inappropriately stored or do not have the appropriate insurance. We also reserve the right to withdraw consent for you to keep and use a mobility scooter within the location if you cause damage, or risk injury to others through not using it with due care and attention.

## 6.3 Access to your home

You are responsible for ensuring that you keep your home secure, by ensuring it remains locked and that you issue any duplicate keys to people you trust. You should ensure that you take out contents insurance.

The term 'quiet enjoyment' contained within your tenancy or lease refers to your right to live in your property without interference from us as your landlord (or

as managing agent acting on behalf of the landlord).

This means that we require your permission to access your home. We will not enter your home unless you give us permission to do so. If you want to us to access your home in your absence (for example, to complete a repair) please contact Reception who will ask you to complete a 'permission to access' form.

If you receive our care service and want us to access your home using a master key (which may be an electronic swipe card that is programmed to be able access your home) for the purpose of delivering care, then you must give us permission which will be documented in your care plan.

The only time we will access your home without your permission is in the event of an emergency.

We define an emergency as:

- repair or maintenance is required to the property immediately to prevent significant further damage to the property or neighbouring properties; or harm to person(s)
- we have genuine reason to believe that the resident may have come to harm, and access to their apartment is necessary in order to establish their wellbeing (This includes if a fire alarm has been activated within the apartment, or if there is no response to a routine daily wellbeing check)
- we require access to a specific property to facilitate the emergency services to respond to an emergency call

We take all reasonable steps to keep the keys and cards that our staff use to access people's own homes secure.

There are certain items in your home that we are required to service and check. This includes gas safety, fire alarms, prevention of legionella. Please ensure that you allow us access to carry out this essential work.

For properties with gas appliances supplied by us, if we have not been able to gain access by appointment with you to service them, we will give you 14 days-notice of our intention to enter using a master-key (for leaseholders) or to apply to Court for a warrant of entry (for tenants).



### **6.4 CCTV**

We process CCTV data in many of our locations. This is for the purpose of safety and security and for the detection and prevention of crime. Please see our CCTV Policy to find out more information about this. This can be found at on our website.

In some locations, we share limited live CCTV footage with residents on their television sets. This is strictly for the



purpose of ensuring residents feel safe in their own homes. Residents are only permitted to view the CCTV to prevent and/or detect unauthorised access, crime or theft. Residents are not permitted to record to live footage. Action will be taken against any residents who misuse the CCTV.

All requests to view CCTV footage must be made to the Data Protection Officer at privacy@extracare.org.uk. Residents are not permitted to show the CCTV footage to anyone else. The ExtraCare Charitable Trust is the Data Controller of this data. If there is therefore an incident or any other reason for the CCTV to be viewed by anyone other than the resident, the Data Protection Officer must be contacted.

#### 6.5 Personal information

Personal data is processed in accordance with our Privacy Policy. This can be found on our website. You can also find out about your rights and how to exercise them in our Privacy Policy including how to obtain a copy of the personal data we

hold about you and residents can refer any visitor who has questions about how their data is being processed to the same site.

#### 6.6 Accidents and Incidents

Please report any accidents or incidents to a member of staff. This could be if you suffer a fall (either in your own home or within the location), if you accidentally damage something, or if you see something that concerns you. We will record it and take any appropriate action.

You are responsible for taking out the appropriate insurance to cover your liabilities for any accidents or incidents that you may cause or may impact upon you within the location. This includes contents insurance, and insurance for your motorised mobility aid.

ExtraCare are not responsible for replacing or repairing items in your apartment where damage has been caused by you. If we do repair something that has been damaged by you, we reserve the right to recover our reasonable costs for doing

so. We take the appropriate building insurance and public liability insurance, but our obligations under these are limited.

You need to insure for your personal possessions. If you need to make a claim on your insurance, we will be unable to assist you with this, but we may be able to sign-post you to agencies that can help.

### 6.7 Emergency alarm

Your home will be fitted with an emergency alarm system – in some older locations these are fixed pull alarms in each room; in newer locations these will be mobile electronic alarms.

It is your responsibility to ensure that you use the alarm for emergencies only. The alarms are not for routine or non-urgent calls.

An emergency would be:

- medical emergency where you fear for the health of yourself or another person
- Fire

In cases of Fire and medical emergency, if safe to do so, we also advise you dial 999.

## 7. Living in the Village / Scheme

We will work with all residents, volunteers and visitors to ensure that the communal areas and facilities are kept clean, safe and accessible for use by all.



### 7.1 Being inclusive

We are committed to being inclusive within our locations, which means that we encourage participation in our facilities, activities and events, regardless of age, gender, sexuality, race, religion, disability or other protected characteristics under the Equality Act 2010.

Our Equality & Diversity Policy is available on our website.

In practice this means that we do not expect you to exhibit behaviour or use language that could discriminate against, offend or hurt other people. We will challenge any and all behaviour that is contrary to people being treated with tolerance and respect. We will take action if such behaviour persists.

## 7.2 Reporting Repairs

Your licence, tenancy or lease agreement will specify the responsibilities for repairs for your particular property / location.

Please report repairs as advised by us (which will be particular to your location). You should report repairs to us promptly, so that we can assess their urgency and deal with them appropriately.





If we require access to your property to carry out a repair, please advise us the times that you will be at home so that we can arrange with you to carry them out. If we deem the issue to be an emergency, we reserve the right to enter your home using a master key in order to resolve the issue. An emergency is a repair that is required to the property immediately to prevent significant further damage to the property or neighbouring properties, or harm to persons.

# 7.3 Alterations and improvements

You must ask us if you wish to make alterations or improvements and we shall consider each request. If you do not ask our permission, and change something without our knowledge, we reserve the right to ask you to re-instate it to its original state or charge you for us to do this.

We require all residents to formally request permission for any alterations before work is started to ensure all alterations meet the required standard, and do not affect the safety, structure or services to the property or building or negatively affect other properties:

- Residents are liable for ensuring alterations are carried out to the required standard.
- Residents will be required to meet the full cost of the alteration, services the alterations and returning the property back to the original state if needed, apart from a few exceptions:
- Grab rails for tenants (not leaseholders)
- Servicing of door openers
- Where residents have exhausted all funding options, and they cannot continue to live in the property without the alterations, ECCT have a small budget put aside to fund these alterations.

At the end of the lease or tenancy, provided the alterations were completed to the correct standard, we will aim to keep alterations in the property or reuse with another resident.

We will consider requests for improvements on a case by case basis.



## 7.4 Flooring

We request that apartments are fitted with carpet and a sufficient underlay to prevent noise transference to neighbouring properties. If you wish to install another type of flooring, then please seek our advice. We will require any such 'hard' flooring to be fitted with an appropriate acoustic underlay, in order to minimise any impact on neighbours.

We reserve the right to ask you to replace your flooring if it does not sufficiently reduce noise transference to another property. Your carpet / flooring company should be able to give you advice on the appropriate thickness and quality of covering and underlay in order to comply with your tenancy or lease.

## 7.5 Damage

We reserve the right to charge you for damage to your property and / or communal areas caused by you. We will discuss this with you if we identify damage that is your responsibility under the terms of your tenancy or lease agreement.

## 7.6 Buildings Insurance

We take out Buildings Insurance to cover the fabric of the building. The charge is passed back to leaseholders through the service charge and is included in the rent for tenants. This does not cover your contents or cover you for any against claims made against you by others. You should seek your own insurance cover for this.

Each year we review our buildings insurance policy with our insurance provider to agree an excess level that keeps premiums affordable. In the event of any claim being required to be made against the building insurance, ExtraCare would not seek to pass the whole of the

excess to any individual resident. If a claim is made, whether it relates to an individual property or a communal area, ExtraCare would pay the excess costs, and seek to recover the excess from all residents through the service charge or rent in the following year. This has the effect of limiting residents' individual liability should a claim be required, as well as keeping individual premiums at an affordable level.

However, in circumstances where damage to a building is caused through an intentional act or gross negligence by a resident, we reserve the right to consider what action we may take.

## 7.7 Living considerately

You are living in a community with lots of different people. We house a diverse range of people - different backgrounds, outlooks, world views, experiences; people with different health issues, incomes, needs and wants.

Most of the time, people get along. It's your responsibility to contribute to people getting along by acting with courtesy, dignity and respect to others. Please act in a way that doesn't impact negatively on others.

#### 7.8 Pets

We believe that pets can provide considerable benefits for people's health and well-being. However, you need our permission to keep pets. We will consider the request and will require assurances that the pet will be properly looked after, won't negatively impact on neighbours, and won't cause a risk to others.

If we grant permission, you are responsible for ensuring that you manage the pet's

requirements. This includes ensuring arrangements are in place for the pet to be cared for if you are unwell or away. Dogs must be kept on a short lead at all times within communal areas and exercised off-site. Any mess created by your pet in communal areas must be cleaned up immediately.



## 7.9 Parking

Parking is first come, first serve. Spaces are for residents and their genuine visitors only. We do not designate specific spaces to particular residents. There are some designated wheelchair spaces for people who are 'blue badge' holders. Our staff will use spaces too if they are available, but we will do what we can to ask staff to park off-site (if this is practical to do so) if there is pressure on car park spaces.

We reserve the right to intervene if any resident abuses the car parking facilities by using an excessive amount of spaces for them, their family or friends, persistently to the detriment of others. Please park considerately and do not block access for emergency vehicles.

We will take action to remove abandoned, un-roadworthy or untaxed vehicles.

## 7.10 Balconies / patio areas

You are welcome to have a reasonable quantity of plants, furniture, decorations provided what you have is safe and does not cause a negative impact on others. Please do not over-water plants on balconies, and do put them on something to catch water, so the water doesn't drip on a neighbour below. Please do not hang washing out on the balconies.



We reserve the right to ask you to remove items from the balcony or patio area if it is causing the balcony to be unsafe or is impacting on others. Please do not use or store combustible materials on patios / balconies – this includes candles, barbeques, patio heaters.

## 7.11 Smoking / vaping

You may smoke in your home, although if you receive care or other staff visit, we will request that you do not smoke immediately before or during our visit. Our staff have the right to leave your apartment if you smoke in their presence. you may not smoke in communal areas, unless there is a designated smoking area outside.

Please let us know if you do smoke, so that we can assess whether there are any

particular measures you may need to take to ensure that this is done safely within your apartment.

#### 7.12 Anti-social behaviour

We define anti-social behaviour (ASB) as actions that cause alarm or distress to other people. If we receive such reports we will investigate them. We take reports of anti-social behaviour seriously and we will work with other agencies (such as the Police, Social Services) to try to resolve issues. We will take reasonable and proportionate action to try to resolve cases of ant-social behaviour. This may include encouraging mediation between people, asking people to sign an Acceptable Behaviour Contract or consider legal action.

We may not be able to resolve all issues of anti-social behaviour because of insufficient evidence, or in cases where there is clash of lifestyle where no-one is at fault.

If you wish to report an issue, please do so to the location manager or email <a href="mailto:asb@extracare.org.uk">asb@extracare.org.uk</a>

## 7.13 Private hiring of services

We are aware that, occasionally, employees/ ex-employees of ExtraCare may offer to provide services to residents directly in their personal capacity. This is strictly forbidden from an insurance and health and safety perspective and in order to protect the charity.

If one of our employees/ ex-employees approaches you and offers to provide services to you please do not accept their offer; if you accept it, you may be in breach of the terms of your tenancy or lease.



## 8. Getting involved

We have a range of ways that you can get involved with us. We hold regular Street Meetings in the Village Hall, where residents and staff discuss issues common to the Village and share information.

Street Meetings will be advertised in advance or ask Reception.

There is the option of you forming or joining a Residents' Association. The role of Residents' Associations is to act as a voice for the community, to raise areas of common concern, aid communication with ExtraCare and be involved in discussions and decisions to improve local service delivery. Please contact the Manager for more information, including a copy of our Model Constitution for Resident Associations.

ExtraCare also facilitates the ExtraCare Residents' Forum. This is where elected representatives across all ExtraCare locations have an opportunity to discuss common issues across the organisation.

We also have a range of opportunities to volunteer. Please contact the location Manager for more information.

## 8.1 "We're Listening"

We want to receive feedback from you on your experience of the services and facilities within your location. Most locations will have an electronic tablet

within the reception area (and a mobile tablet) for you to rate your experience of ExtraCare and provide feedback.

## 9. Moving out of your property

### 9.1 Ending the lease

Please contact the Sales Team for further information on ending the lease agreement. The purchase price you paid for your home is guaranteed to be returned to you, or your estate. There will be deductions made which are any outstanding charges owed; an administration fee; a location investment contribution (which contributes towards the refurbishment and up-keep of the location); and any sums due for dilapidations.

The location investment contribution is calculated at 1% per year (or part year) of the original purchase price. This figure is capped at 10%.

Please refer to your lease for further information. Your home will be purchased back by The ExtraCare Charitable Trust which operates a waiting list for potential residents. Your lease agreement will state the period of notice that you are required to give. In most lease agreements it will be three months' although this may vary.

The original purchase price of your home is guaranteed to be returned to you or your estate, minus a location investment contribution, dilapidations, an administration fee and any outstanding weekly/monthly charges.

The location investment contribution supports renewal and replacement of structural and other integral items in the building, as well as anticipated costs of upgrades and improvements to the location. See an illustration of this charge in Appendix 1.



## 9.2 Ending the tenancy

You are required to give four weeks' (or one months') Notice to end the tenancy. This Notice should be given in writing and addressed to the Location Manager or Housing Officer. Rent and other charges are due until the date the tenancy ends. The property should be returned in good condition. ExtraCare reserves the right to charge for any damage or alterations made to the property during occupancy, in order to re-let it.

ExtraCare does not take responsibility for any personal items remaining in the property at the end of the lease or tenancy agreement.

## 9.3 Request for mutual exchange (rented only)

Under your tenancy agreement you have a right to exchange (or swap) your property with a tenant of another Registered Provider (Housing Association or Council), provided the person you wish to swap with meets our eligibility criteria (and subject to other criteria laid down in housing law). If you wish to look into, or pursue, a mutual exchange please contact your Housing Officer for advice. We must give permission before any exchange can proceed.

## Appendix 1: Leasehold only – Examples of buy-back charges

Example cost of Village Home	Years living in the Village	Admin Charge	1% per year charge	Your Refund
£200,000	1	£750	£2,000	£197,250
	2		£4,000	£195,250
	3		£6,000	£193,250
	4		£8,000	£191,250
	5		£10,000	£189,250
	6		£12,000	£187,250
	7		£14,000	£185,250
	8		£16,000	£183,250
	9		£18,000	£181,250
	10		£20,000	£179,250