



9 January 2018

Dear Sir/Madam

A meeting of the Housing Committee will be held on Wednesday, 17 January 2018 in the New Council Chamber, Foster Avenue, Beeston, commencing at 7.00pm.

Should you require advice on declaring an interest in any item on the agenda, please contact the Monitoring Officer at your earliest convenience.

Yours faithfully

Chief Executive

To Councillors:	S A Bagshaw	J K Marsters
	L A Ball BEM	J W McGrath
	J C Goold	J M Owen
	G Harvey	J C Patrick
	E Kerry (Chair)	A W G A Stockwell (Vice Chair)

### A G E N D A

1. APOLOGIES FOR ABSENCE
2. DECLARATIONS OF INTEREST

Members are requested to declare the existence and nature of any disclosable pecuniary interest and/or other interest in any item on the agenda.

3. MINUTES PAGES 1 - 2

The Committee is asked to confirm as a correct record the minutes of the meeting held on 1 November 2017.

4. ALLOCATIONS POLICY CONSULTATION PAGES 3 - 21

To seek Committee approval to begin consultation on a new Allocations Policy.

5. GARAGE RENT CHARGES PAGE 22

To seek approval to increase garage rents for financial year 2018/19.

6. HOMELESS REDUCTION ACT 2017 PAGE 23

To provide an update of the work undertaken in preparation for the Homeless Reduction Act 2017, which is due to be introduced on 2 April 2018.

7. NEW TENANCY AGREEMENT PAGE 24

To seek approval to implement a new Tenancy Agreement for new tenants.

8. RENT ARREARS POLICY PAGES 25 - 31

To seek Committee approval to implement the revised Rent Arrears Policy.

9. GRENFELL RESPONSE UPDATE PAGES 32 - 34

To update the Committee on actions which have been taken and are being taken in response to the Grenfell fire tragedy.

10. BUSINESS PLANS AND FINANCIAL ESTIMATES PAGES 35 - 70  
2018/19 – 2020/21

To consider the proposals for business plans, detailed revenue budget estimates for 2018/19, capital programme for 2018/19 to 2020/21 and proposed fees and charges for 2018/19 in respect of the Council's priority areas.

11. WORK PROGRAMME PAGE 71

To consider items for inclusion in the Work Programme for future meetings.

**HOUSING COMMITTEE**  
**1 NOVEMBER 2017**

Present: Councillor E Kerry, Chair

Councillors: S A Bagshaw  
L A Ball BEM  
J Briggs  
M J Crow  
T A Cullen  
D A Elliott  
J C Goold  
J K Marsters  
J W McGrath  
A W G A Stockwell

Apologies for absence were received from Councillor G Harvey, J M Owen and J C Patrick.

19. **DECLARATIONS OF INTEREST**

There were no declarations of interest.

20. **MINUTES**

The minutes of the meeting held on 20 September 2017 were confirmed and signed.

21. **VOID MANAGEMENT POLICY**

The Committee considered the Void Management Policy. The purpose of the policy was to set out the way in which Broxtowe Borough Council would control and manage empty properties within the housing stock. It was highlighted that the policy would allow for the Council to more effectively meet housing needs and maximise rental income by having the lowest possible number of empty properties in the housing stock. It was noted that the Council would only sell items left within vacant properties on a case by case basis.

**RESOLVED that the Void Management Policy be approved.**

22. **CUSTOMERS WITH ADDITIONAL SUPPORT NEEDS POLICY**

The Committee reviewed the proposed Customers with Additional Support Needs Policy. It was noted that the purpose of the policy was to offer additional support to vulnerable tenants throughout every stage of their tenancy. The policy also offers guidance to officers in order to provide a consistent service to vulnerable tenants. The Committee was informed that

additional training would be offered to the Housing Department and that an emphasis would be placed on cross partnership working to ensure that the tenants are fully supported.

**RESOLVED that the new Customers with Additional Support Needs Policy be approved.**

23. TENURE OPTIONS POLICY CHOICES

The Committee considered the proposed Tenure Options Policy choices. It was noted that the Tenure Options Policy choices had been created through a process of best practise of neighbouring local authorities and the private sector.

**RESOLVED to consult the Residents Involvement Group and that the option to pay rent monthly in advance be retained.**

24. PERFORMANCE MANAGEMENT – REVIEW OF BUSINESS PLAN PROGRESS – HOUSING

The Committee received a report on the progress against outcome targets identified in the Housing Business Plan. The Committee noted that a Staff Engagement survey was to be undertaken in December.

25. WORK PROGRAMME

Members considered the Committee's Work Programme and resolved to amend the Work Programme to include a Capita update and an update on the government consultation on changes to funding of supported housing.

**RESOLVED that the Work Programme be approved subject to the aforementioned amendment.**

## Report of the Chief Executive

**ALLOCATIONS POLICY CONSULTATION**1. Purpose of report

To seek Committee approval to begin consultation on a new Allocations Policy using a draft Allocations Policy.

2. Background

The purpose of the Allocations Policy is to set out who can apply for social housing, how priority is given to different applicants and how the housing register is maintained.

3. Detail

The Housing Act 1985 Section 166A(13) requires authorities, before adopting an allocation scheme, or altering a scheme to reflect a major change of policy, to:

- Send a copy of the draft scheme, or proposed alteration, to every Private Registered Provider with which they have nomination arrangements, and
- Ensure they have a reasonable opportunity to comment on the proposals

In addition to this, the draft allocations policy will also be used to consult with staff and residents.

The draft Allocations Policy is included in the appendix.

The eligibility provision in the Allocations Policy will need to be reviewed following withdrawal from the European Union. It is expected that guidance will be published by the Department for Communities and Local Government to amend the groups of people who are eligible for social housing.

3. Financial implications

There are no financial implications arising from this report.

**Recommendation**

**The Committee is asked to RESOLVE that approval be given to begin consultation on a new Allocations Policy using the draft policy in the Appendix.**

Background papers

Nil



# ALLOCATIONS POLICY

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## 1.0 Scope

This policy covers all applications and allocations of social housing. It includes all properties for social rent or affordable rent allocated through the Council's Choice Based Lettings (CBL) system called HomeSearch. The CBL system is shared with Gedling Borough Council and Rushcliffe Borough Council, the three Councils share a website and software system, but they each have their own allocations policy.

This policy does not cover allocations of social housing made by registered providers outside of the HomeSearch system, mutual exchanges or temporary decants to another property.

## 2.0 Purpose

The purpose of the policy is to set out who can apply for social housing, how priority is given to different applicants and how the housing register is maintained.

This policy does not set out how applicants can apply to HomeSearch or bid for properties. Full details can be found on the HomeSearch website - [www.home-search.org.uk/](http://www.home-search.org.uk/) or by contacting a member of the Lettings Team at Broxtowe Borough Council.

## 3.0 Aims and Objectives

We aim to make the best use of the social housing stock in the borough to meet the needs of residents. The aims of the policy are:

- To ensure that all regulatory and legal requirements are met
- To set out the requirements for considering eligibility and qualification
- To ensure that applicants are given choice
- To set out the categories of applicants who will be given reasonable preference
- To set out the categories of applicants who will be given additional preference
- To confirm when local lettings policies and direct lets may be used
- To set out a framework for reviews

## 4.0 Regulatory Code and Legal Framework

The 'Allocation of accommodation: guidance for local housing authorities in England' is statutory guidance issued in 2012 to local housing authorities in England under s169 of the Housing Act 1996. Housing authorities are required to have regards to it in exercising their functions under Part 6 of the Housing Act 1996 and Localism Act 2011.



Additional guidance 'Providing social housing for local people' was issued in 2013 to assist housing authorities to make best use of the flexibilities within allocation legislation to better meet the needs of their local residents and their local communities.

S166A of Housing Act 1996 provides that authorities must have regard to their homelessness and tenancy strategies when framing their allocations scheme.

## 5.0 Policy

### 5.1 Definition of an 'allocation'

Housing Act 1996, Part 6 states a housing authority allocates accommodation when it:

- Selects a person to be a secure or introductory tenant of accommodation held by that authority
- Nominates a person to be a secure or introductory tenant of accommodation held by another housing authority
- Nominates a person to be an assured tenant of accommodation held by a private registered provider

For the purpose of this policy an allocation will be considered to be a nomination if the property has been advertised and shortlisted through the HomeSearch Choice Based Lettings system.

This applies to existing tenants if:

- The allocation is made at the tenant's request
- The tenant has reasonable preference (as defined in this policy)

This policy and definition does not apply if the Council initiates a transfer for management purposes.

### 5.2 Choice

Broxtowe Borough Council is committed to enabling applicants to play an active role in choosing where they want to live whilst continuing to house those in greatest need and making the best use of the social housing stock in the borough.

Through HomeSearch applicants have a choice about where they wish to live, the type of accommodation they wish to occupy and who they wish to have as a landlord. The promotion of choice to applicants will help create sustainable tenancies and communities.

## 5.3 Eligibility

There are certain groups of people who are eligible for social housing.

The eligibility provisions do not apply to applicants who are already secure, introductory or assured tenants of a private registered provider.

Accommodation will not be allocated to persons from abroad who are ineligible for housing if:

- They are subject to immigration control unless he or she comes within a class prescribed in regulations made by the Secretary of State
- They are to be treated as ineligible for an allocation of accommodation as prescribed in regulations made by the Secretary of State

The term 'person subject to immigration control' is defined in s13(2) of the Asylum and Immigration Act as a person who under the Immigration Act 1971 required leave to enter or remain in the United Kingdom (whether or not such leave has been given).

The following categories of people do not require leave to enter or remain in the UK:

- British citizens
- Certain Commonwealth citizens with a right to abode in the UK
- Irish citizens, who are not subject to immigration control in the UK because the Republic of Ireland forms part of the Common Travel Area with the UK which allows free movement
- EEA nationals, and their family members, who have a right to reside in the UK that derives from EU law
- Persons who are exempt from immigration control under the Immigration Acts

All potential circumstances cannot be included in the policy. The UK Border Agency provides a service to housing services to confirm the Immigration Status of an applicant from abroad. If there is any uncertainty regarding eligibility, enquiries will be made before accepting an application.

A joint tenancy, for two or more people, will not be granted if any of the applicants are ineligible. However, if one of the applicants is eligible then the tenancy may be offered to that applicant only. Ineligible family members may be taken into account in determining the size of accommodation which is allocated.

## 5.4 Qualification

To join the housing register, applicants must:

1. Be aged over 18, unless due to the following exceptional circumstances:

- Homeless young people to whom a duty is owed under Housing Act 1996, Part 7
- Care leavers with a recommendation from Children's Services
- Teenage parents

Any tenancy granted to a person under the age of 18 will be held in trust for them by a responsible adult, appointed to act on their behalf.

2. Have been a resident in the borough of Broxtowe for 3 out of the last 5 years, unless one of the exceptions below applies:
  - Members of armed forces who have been discharged within 5 years preceding the allocation of social housing
  - Bereaved spouses and civil partners of members of the armed forces leaving Services Family Accommodation following the death of their spouse or partner
  - Serving or former members of the Reserved Forces who need to move because of serious injury, medical condition or disability sustained as a result of their service
  - Applicants who have been accepted as a reciprocal arrangement with another local authority or registered provider
  - Broxtowe Borough Council care leavers who have been placed outside of the borough
  - Applicants who have confirmation of a job offer in the borough
  - Applicants who are victims of domestic violence who cannot return to their home due to fear of violence
  - Applicants who are subject to witness protection
  - Applicants over the age of 60 who are applying for Retirement Living accommodation (these applicants will be placed in Band 4)

Homeowners or those with a financial interest in property will be disqualified except for the following circumstances:

- Home owners over the age of 60 who are applying for Retirement Living accommodation (these applicants will be placed in Band 4)
- Applicants who fall within one or more of the categories in Band 1 or 2 who do not have the financial resources/equity in their home to enable them to resolve their housing needs

Applicants will not qualify if they are not available to occupy accommodation, if they were to be offered a property. This includes prisoners and those in tied accommodation. In these circumstances applicants should reapply when their circumstances change.

## 5.5 Types of applicant

*Single applicants* – The majority of these applicants will be those who want to live alone, but also includes those who want to live with others but do not have a joint application. If a single applicant accepts a tenancy, the tenancy must be granted in their name only.

*Joint applicants* – Applicants who have a long term commitment to live together. If joint applicants accept a tenancy, the tenancy must be granted in the name of all of the joint applicants.

*Family applicants* – Applicants who have at least one dependant child (aged up to 18). This includes adopted and foster children. Applicants who are pregnant will be considered as family applicants as soon as their pregnancy has been confirmed.

*Applicants no longer wishing to apply jointly* – If applicants in a joint application no longer wish to apply jointly, separate applications can be made from the original joint application. Each application will be reassessed. If the applicant is awarded the same or lower band then the original registration date will be used. If they are awarded a higher band then the registration date will be the date that they are placed in the higher band.

## 5.6 Reasonable preference

Broxtowe Borough Council is required to give 'reasonable preference' to certain groups over other groups. These groups are:

- Applicants who are homeless (in accordance with Part 7 of the Housing Act 1996 as amended and extended by the Homelessness Act 2002) including those who are intentionally homeless and those who are not priority need
- People who are owed a duty by any housing authority under s190 (2) or 195 (5) of the Housing Act 1996 (or under s65(2) or 68(2) of the Housing Act 1985) or who are occupying accommodation secured by any housing authority under s192 (3)
- People occupying insanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions
- People who need to move on medical or welfare grounds
- People who need to move to a particular locality in the borough, where failure to meet that need would cause hardship (to themselves or others)

The Allocations Policy has been framed to ensure that the groups listed above have been given reasonable preference within the appropriate band.

## 5.7 Additional preference

Housing authorities have the power to frame their allocation scheme to give additional preference to particular descriptions of people who fall within the statutory

reasonable preference categories and have urgent housing needs. All housing authorities must consider, in the light of local circumstances the need to give effect to this provision. People with urgent housing need include:

- Those who need to move urgently because of a life threatening illness or sudden disability
- Families in severe overcrowding which poses a serious health hazard
- Those who are homeless and require urgent re-housing as a result of violence or threats of violence, including those escaping domestic abuse

Additional preference must also been given to:

- Former members of the Armed Forces
- Serving members of the Armed Forces who need to move because of a serious injury, medical condition or disability sustained as a result of their service
- Bereaved spouses and civil partners of members of the Armed Forces leaving Services Family Accommodation following the death of their spouse or partner
- Serving or former members of the Reserved Forces who need to move because of serious injury, medical condition or disability sustained as a result of their service

The Allocations Policy has been framed to ensure that groups with urgent housing need, including those listed above have been given additional preference within the appropriate band.

## 5.8 Banding

Broxtowe Borough Council has a duty to offer choice and to ensure that the needs of reasonable preference and additional preference categories are met.

The most appropriate way to achieve this is to operate a needs based banding system with bands arranged to reflect the level of housing need.

The current housing circumstances and needs of each applicant will be the determining factor in deciding which band an applicant receives. Once placed in an appropriate band, applicants will be ordered within the band by date order so that priority within a band is given to the applicant with the earliest band date.

If an applicant's circumstances reflect more than one of the situations in the bands, the situation in the highest band will be used. No additional priority is given if circumstances reflect more than one situation.

The banding process will ensure that applicants in the greatest need receive the most preference for re-housing. Once an applicant has been assessed and placed into a band, the applicant will not move to another band unless there is a change in the applicant's circumstances.

Broxtowe Borough Council has 4 application bands, shown in the tables on the next pages.

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## Band 1

<b>Urgent Medical Priority</b>	Applicants who have a permanent or chronic illness or disability and as a result of their condition are unable to continue to occupy their current accommodation. An applicant's current home must be assessed by a housing, health or social care professional as not being accessible or suitable. Priority will only be awarded where their current home is not able to be adapted to suitably meet their needs.
<b>Demolition</b>	Applicants whose home is subject to demolition.
<b>Category 1 Hazards</b>	Applicants whose home has been assessed by the Council's Environmental Health Team as being subject to a category 1 hazard under the Housing Health and Safety Rating System which cannot be resolved whilst they are in occupation.
<b>Statutory Overcrowding</b>	Applicants whose current accommodation has been assessed as being statutorily overcrowded by an Environmental Health Officer. Priority will only be awarded where this has arisen as a result of natural growth or where proof can be provided that the person who caused the overcrowding had no other option than to move to the property.
<b>Severe Under Occupation</b>	Tenants of one of the HomeSearch partners whose current home is too large for the needs of their household by two or more bedrooms.

## Band 2

<b>Homelessness</b>	Applicants to whom the Council has accepted main housing duty in accordance with the Housing Act 1996, Part 7.
<b>Homelessness Prevention</b>	Applicants who the Council has assessed as being threatened with homelessness within 8 weeks and likely to be owed the main housing duty in accordance with the Housing Act 1996, Part 7 if they were to make a formal homelessness declaration.
<b>Harassment</b>	Applicants who are at risk in their current property because they are experiencing serious and sustained harassment, violence or threats of violence and likely to be owed the main housing duty in accordance with the Housing Act 1996, Part 7 if they were to make a formal homelessness declaration.
<b>Succession</b>	Applicants who have succeeded a property owned by one of the HomeSearch partners but the property is unsuitable due to the size or adaptations.
<b>Care Leavers</b>	Applicants who are leaving care, in accordance with the Nottinghamshire County Wide Care Leavers Protocol.
<b>Move on from specialist and supported accommodation</b>	Applicants who have been assessed by their current support providers as being ready to move to independent accommodation and live independently. Priority will only be awarded following completion of a satisfactory recommendation from the accommodation providers.
<b>High Medical Priority</b>	Applicants or a member of their household who have a serious medical condition, illness or disability which is made worse by their current accommodation and as a result of their condition it is not reasonable to continue to occupy their current accommodation on a long term basis.
<b>Severe Overcrowding</b>	Applicants whose current accommodation is assessed as being two bedrooms short of the required number of bedrooms. The best use of all rooms in the house will be considered when calculating the number of bedrooms. Priority will only be awarded where this has arisen as a result of natural growth or where proof can be provided that the person who caused the overcrowding had no other option than to move to the property.
<b>Under Occupation</b>	Tenants of one of the HomeSearch partners whose current home is too large for the needs of their household by one bedroom.
<b>Unsuitable accommodation due to adaptations</b>	Tenants of one of the HomeSearch partners whose current home is an adapted property but the adaptation is no longer required.



## Band 3

<b>Homeless but not in priority need</b>	Applicants who have been assessed by the Council to be homeless or threatened with homelessness but not in priority need.
<b>Intentionally Homeless</b>	Applicants who have been assessed by the Council as being homeless intentionally.
<b>Discharged Homeless Duty</b>	Applicants who have been accepted as being owed a full housing duty following a homelessness application made under the Housing Act 1996, Part 7 and who have declined an offer of accommodation which was considered by the Council to be a reasonable offer of accommodation suitable to the applicant's needs.
<b>Lodgers with dependent children</b>	Applicants with dependent children, or who are pregnant and who are lodging with family or friends.
<b>Moderate Medical Priority</b>	Applicants whose household includes a person who has an illness or disability which is affected by their current accommodation and whose condition would benefit from alternative accommodation but a move is not essential.
<b>Overcrowding</b>	Applicants whose current accommodation is assessed as being one bedroom short of the required number of bedrooms. The best use of all rooms in the house will be considered when calculating the number of bedrooms. Priority will only be awarded where this has arisen as a result of natural growth or where proof can be provided that the person who caused the overcrowding had no other option than to move to the property.
<b>Welfare Need</b>	Applicants who experience hardship in their current accommodation and who need to move to improve their situation. This includes applicants suffering from financial hardship and applicants who need to move to be closer for specialist education, medical facilities or support.
<b>Employment</b>	Applicants who need to move to take up an offer of employment.

**Band 4**

<b>Lodgers without dependant children</b>	Applicants who share facilities with family or friends.
<b>Private Housing Tenants with a desire to move</b>	Applicants who live in private rented accommodation, including shared housing or accommodation with a resident landlord who have been assessed as not having a need to move.
<b>Social Housing Tenants with a desire to move</b>	Tenants of one of the HomeSearch partners who have been assessed as not having a need to move.
<b>Other</b>	Any other applicant who does not meet the criteria set out in Bands 1, 2 and 3.

## 5.9 Verification

All applicants will be required to provide information to enable their application to be processed. This includes:

- Identification which confirms the applicant's current address
- Identification which confirms the applicant's signature
- Proof of current tenancy status
- Details of previous five years accommodation, including address where the applicant was not the tenant
- Details of all household members
- Financial information, including any interest in property

Extra information or evidence may also be required from some applicants, including:

- Nationality or immigration status
- Assessments made by professionals in support of application, eg medical and health professionals
- Proof of pregnancy
- Access to children and evidence of child benefit
- Details of convictions
- Information regarding additional support needs
- Landlord references, including details of rent arrears or tenancy conduct
- Confirmation of circumstances regarding the Armed Forces

It is not possible to list every document that may be required. When an application is received it will be assessed by a member of the Lettings Team who will contact the applicant to request the supporting evidence. Applicants will only be accepted, awarded a band and allowed to bid once all evidence has been received. The registration date, for allocation purposes is the date that the application was activated following all verifications being completed.

An applicant who has a conviction will be accepted. Before an offer of property is made, further checks will be completed to ensure that suitability of the accommodation. Applicants will be made aware of this process.

An applicant who has former rent arrears will be accepted. When an offer of property is made the applicant will need to provide proof that a payment plan has been arranged and maintained for a minimum of 12 weeks. Partner landlords may wish to

include former arrears in the terms of their tenancy agreement. Broxtowe Borough Council will do this on all occasions.

Applicants with additional support needs will be supported and assisted to provide the necessary information.

Applicants will be asked to declare if they are a 'related party'. These are applicants who are either:

- Staff of any of the partner registered providers
- Local authority elected members
- Partner registered providers board members
- A relative of any of the above

Applications from related parties will be verified in the same way as other applicants but the banding and any offers of accommodation will be approved by the Head of Housing.

## 5.10 Transfer applicants

To ensure the most appropriate use of housing stock on some occasions priority will be given to applicants who are not currently a tenant of any of the HomeSearch partners. On these occasions the advert will clearly state: 'Preference to non-transfer applicants'.

Priority will continue to be given to those in higher priority bandings. For example, a transfer applicant in band 1 is a higher priority than a non-transfer applicant in band 2.

Applicants can only apply for a transfer after they have been in their current accommodation for 12 months.

## 5.11 Local lettings policies

Section 166A(6)(b) of the Housing Act 1996 enables housing authorities to allocate particular accommodation to people of a particular description, whether or not they fall within the reasonable preference categories, provided that overall the authority is able to demonstrate compliance with the requirements of the Act.

If this is to be used, a separate local lettings policy will be written. This is particularly appropriate for new build schemes, large estates and areas with problems of anti-social behaviour.

The Council will support registered providers to introduce local lettings policies where there is evidence of a need for a separate policy.

If a property will be allocated according to a local lettings policy the advert will clearly state: 'Allocations will be made in accordance with a local lettings policy'.

Detailed guidance on local lettings policies is included in a separate policy.

## 5.12 Direct allocations

It is expected that the majority of allocations will be made following the bidding process via HomeSearch but there are sometimes cases where it is necessary to make offers to applicants outside of these arrangements. There are two categories of direct allocations:

*Urgent housing management cases* – such cases are exceptional and an offer must be approved by the Head of Housing. Each case will be considered in regards to its individual circumstances but could include witness protection or other reasons when people need to be moved for matters of safety.

*Lower demand properties* – if a property has been advertised and shortlisted via HomeSearch and the property has not been let, then the property can be offered directly to an applicant. Although a direct offer will be made the same level of checks will be completed. It is important to note that if direct offers are made by registered provider partners then the allocation is not subject to this policy. All offers made by Broxtowe Borough Council are subject to this policy.

## 5.13 Change of circumstances

Applicants must inform Broxtowe Borough Council of any change of circumstances. This can be done by telephone or in writing. The applicant may be asked to provide additional information or evidence. If this is required the application will be suspended until the necessary documents have been provided.

An applicant's banding may change. If the applicant is awarded the same or lower band then the original registration date will be used. If they are awarded a higher band then the registration date will be the date that they are placed in the higher band.

## 5.14 Annual review

On the anniversary of their registration all applicants will receive a review letter. This will ask the applicant to confirm that they wish to remain on the list and that there has not been a change in their circumstances since their application or last review.

If an applicant has not responded within 28 days of the date of their review letter their application will be cancelled.

Applicants with additional support needs may be contacted differently, for example by telephone.

## 5.15 Review of urgent applications

If an applicant has been placed in either band 1 or 2 their application will be reviewed 12 weeks following their registration date. The purpose of this review is to ensure that appropriate bids are being placed and to monitor any refusal reasons. Applicants will be given advice on how to increase the possibility of an offer of a property.

## 5.16 Right to review

Housing authorities must inform applicants that they have the right to information about certain decisions and a right to review those decisions.

Applicants will be informed in writing of any decision:

- That they are ineligible for an allocation of accommodation under s106ZA(2) or (4)
- That they are not a qualifying person under s 106ZA(7)

Therefore if an application is not accepted following the guidance in sections 5.3 and 5.4 of this policy then the applicant must be informed in writing of the decision. If the applicant has additional support needs then other methods, such as telephone or visit should be used in addition to providing the information in writing.

If an applicant wants to request a review, it is expected that this will be received in writing within 21 days of the decision letter. In exceptional circumstances requests will be accepted via other methods or after 21 days.

Broxtowe Borough Council will complete the review within 28 days. The review will be completed by an officer senior to the officer who made the original decision.

## 6.0 Related Policies, Procedures and Guidelines

This policy should be read in conjunction with the:

- South Nottinghamshire Homelessness Strategy
- Tenure Strategy
- Voids Management Policy
- Local Lettings Policy
- People with Additional Support Needs Policy
- Advertising of properties procedure
- Homeless applicants procedure
- Pre-tenancy checks procedure
- Tenancy risk assessment procedure

## 7.0 Review

This policy will be reviewed every year to ensure that it meets current statutory guidance and legislation.

A full review will be completed every 3 years.

## 8.0 Appendix

Appendix 1 - Size and types of properties that applicants can bid for

## 9.0 Document History and Approval

<b>Date</b>	<b>Version</b>	<b>Committee Name</b>
Dec 2017	1	Housing Committee - draft version for consultation

DRAFT FOR CONSULTATION

## Report of the Chief Executive

**GARAGE RENT CHARGES**1. Purpose of report

To seek approval to increase garage rents for financial year 2018/19.

2. Background

Garage rents have increased over recent years from £4.50 per week in 2014/15, to £6.34 per week in April 2016/17 to £8.07 per week in 2017/18. These increases have brought the council's garage rents into line with the rents being charged by other Councils in the East Midlands. The Council now proposes that garage rents should be increased annually by the Consumer Price Index plus 1% each April.

3. Detail

The figure for the Consumer Prices Index as of November 2017 is 3.1%. Therefore it is planned to increase the Broxtowe Borough Council owned garage rents by 4.1% in April 2018. This will increase garage rents by 33p per week.

The Council currently has 866 garages and therefore, this increase could potentially increase the revenue for the Council from garage rents by £14,860 in 2018/19.

The proposal is in line with the Garage Strategy and will enable for modernisation works to be undertaken.

**Recommendation**

**The Committee is asked to RESOLVE that the proposal to increase garage rent charges by CPI plus 1% commencing in April 2018, be approved.**

Background papers

Nil



**Report of the Chief Executive****HOMELESS REDUCTION ACT 2017****1. Purpose of report**

To provide an update of the work undertaken in preparation for the Homeless Reduction Act 2017, which is due to be introduced on 2 April 2018.

**2. Background**

A report was previously brought to the July Committee to advise of the changes to legislation and the implications arising from the Act. The key principles in the Act are to make the prevention of homelessness a statutory requirement and to ensure that all applicants receive good quality advice, individual to their circumstances.

**3. Detail**

The Council has been working with partners in the East Midlands to respond to the Act and ensure a smooth and effective implementation.

Key areas undertaken by the team are:

- Training of the Housing Options staff by a specialist consultant
- Training of external partner agencies about the implications of the Act
- Upgrade to the Civica Software to be able to manage and monitor the Council's compliance with the Act
- Preparation of new guidance for applicants and updating the enhanced Housing Options module within HomeSearch so that customers can get access to better quality advice
- Developing a 'Call before you Serve' campaign for earlier intervention with private landlords serving Section 21 Notices on their tenants
- Referral pathways being developed with Health Services, Nottingham, Women's Aid Integrated Services and CRC Probation
- Meeting booked with the Department of Communities and Local Government specialist advisor team to discuss support and guidance on implementation.

**4. Financial implications**

The Council has also been allocated £58,357 of "New Burdens Funding" to be able to respond to the Act and any financial pressures that its introduction may bring.

**Recommendation**

**The Committee is asked to NOTE the report.**

Background papers

Nil

## Report of the Chief Executive

**NEW TENANCY AGREEMENT**1. Purpose of report

To seek approval to implement a new Tenancy Agreement that changes the rights and responsibilities of new tenants of Broxtowe Borough Council.

2. Background

The Tenancy Agreement, that outlines the conditions that all tenants must adhere to, requires updating to incorporate new legislation. The proposed changes in tenancy conditions will affect new tenants. The new agreement seeks to incorporate the recommendations from the Tenancy Options Policy Choices Report as well as updating the agreement so the Council can respond to new challenges it face as a housing provider.

This agreement does not affect existing secure tenants. A report will be brought to a future Committee which sets out the proposed changes to the secure tenancy agreement and the statutory consultation that is required to be undertaken with existing tenants.

3. Detail

The proposed agreement has taken into account the comments from the members of the Residents Involvement Group on the Tenancy Options Policy Choices paper brought to the 1 November 2017 Housing Committee.

Key areas that the new tenancy agreement addresses are:

- The introduction of Introductory and Fixed Term Tenancies
- Updating our terms on methods of rental payments and rent in advance
- To insert clauses more expressly on former tenant arrears and charges
- To insert clauses more expressly to assist with our need to access our properties
- To set out a framework for the Council and tenants around Energy Efficiency Payments.

The draft Tenancy Agreement is circulated separately with the agenda.

4. Financial implications

No anticipated additional costs.

**Recommendation**

**The Committee is asked to RESOLVE to adopt the proposed Tenancy Agreement for new tenants.**

Background papers

Nil

## Report of the Chief Executive

**RENT ARREARS POLICY**1. Purpose of report

To seek Committee approval to implement the revised Rent Arrears Policy.

2. Background

The purpose of the Rent Arrears Policy is to state clear guidelines which officers will work towards when recovering rent arrears.

3. Detail

The Council aims to minimise rent arrears by performing a consistent approach to its recovery of rent arrears.

The policy will detail this approach, giving consideration to tenants' individual circumstances and potential support needs.

It has been designed to work with the proposed new Tenancy Agreement for Broxtowe Borough Council tenants, and will be implemented in line with the introduction of the new agreement.

This policy and the new Rents Recovery Procedure will replace the pre-eviction protocol.

3. Financial implications

There are no financial implications arising from this report.

**Recommendation**

**The Committee is asked to RESOLVE that the Rent Arrears Policy be approved.**

Background papers

Nil



## **Broxtowe Borough Council – Rent Arrears Policy**

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## **1.0 Scope**

- 1.1 This policy sets out the approach to be adopted by all officers of Broxtowe Borough Council in relation to the management of arrears of rent and occupancy as well as service charges for rented properties.
- 1.2 The Policy applies in respect of all current tenants. This policy does not cover leasehold service charges, which will be covered by a separate policy.

## **2.0 Purpose**

- 2.1 Broxtowe Borough Council aims to minimise the amount of rent and service charge arrears. We will apply this policy consistently and fairly and will ensure that at all times we act in a reasonable manner, and that our actions represent a necessary and proportionate response.
- 2.2 We will ensure that our approach represents current good practice and meets all legal and regulatory requirements. We will monitor our performance to ensure that this continues to be the case.

## **3.0 Aims and Objectives**

- 3.1 The aim of this policy is to ensure that Broxtowe Borough Council work effectively to manage rent and service charge arrears with the following objectives:
  - To ensure that tenants are aware of the obligations set out in the Tenancy Agreement with regard to rental payments
  - To work with tenants to prevent arrears developing and to enable them to maximise their income
  - To offer a number of alternative ways for customers to pay their rent and service charges
  - The use of early intervention tools to help tenants sustain their tenancies, such as making early contact through telephone calls, personal visits or email where appropriate
  - Develop and provide services that will support tenants to maintain their tenancy
  - Through use of appropriate legal remedies where needed. Where it is necessary, and proportionate to do so, we will seek legal possession of a property where other methods have failed to ensure payment.
- 3.2 Tenants are required to allow relevant information regarding their benefit claims and rent account to be shared between Housing Services, Housing Benefit, Council Tax, Social Services and Job Centre Plus/Income Support. Failure to do so may result in delays in processing claims and increasing arrears which may lead to enforcement action being taken.
- 3.3 Supporting procedures and guidance will be developed to support this policy. We will ensure that relevant staff receive the necessary training to deliver this policy so that they are able to offer appropriate levels of support to tenants who fall into arrears.

#### **4.0 Regulatory Code and Legal Framework**

- 4.1 This policy is set within the context of relevant legislation such as the relevant Housing Acts, Equality Act 2010, Human Rights Act 1998 and the Pre-Action Protocol for Possession Claims based on Rent Arrears.
- 4.2 It also reflects the expectations outlined in the Homes and Communities Agency Regulatory Framework for Housing in England.

#### **5.0 Policy Outline**

##### **Prevention of arrears**

- 5.1 We will ensure that at the start of a new tenancy, relevant staff will offer appropriate advice to support customers to claim appropriate welfare benefits, including an assessment of benefit entitlement where possible. We will also ensure that the tenancy conditions are fully explained, and that tenants are made aware of the potential consequences of not paying rent or service charges. We will emphasise tenancy terms and conditions and the range of payment methods that are available.

We will seek to offer direct debit as a payment method and when available, request that tenants pay their rent using this method.

Following the introduction of Universal Credit, we will usually request that housing costs are paid direct to the landlord through the Alternative Payment Arrangement in cases where there are eight weeks gross arrears, or where it is clear that the tenant needs support to manage their own finances.

- 5.2 We will endeavour to make customers aware of organisations and Council services that can assist with maximisation of their income. We will do this through newsletters, websites and individually where this is appropriate.

It is the Council's primary concern to sustain the tenancy whilst recovering the debt, rather than to regain possession of the property.

##### **Support for customers**

- 5.3 Where a customer is identified as having a potential vulnerability or support need which may affect their ability to pay the rent and service charge, we will ensure that these needs are fully considered and we will endeavour to connect the tenant to other potential sources of support, most notably the Council's own Financial Inclusion Officer or Citizens Advice Broxtowe.
- 5.4 We will ensure that all information is written, as far as possible, in plain English, and will provide information to customers in other formats and languages where required.

##### **Recovery of arrears**

- 5.5 Where possible, officers of Broxtowe Borough Council will make early personal contact with all tenants whose accounts fall into arrears to make arrangements to clear the outstanding debt.

- 5.6 We will work with all customers who are in arrears to offer a financial assessment, so that affordable arrangements are put in place to repay these. We will also make them aware of other possible sources of support and assistance.
- 5.7 Rent arrears recovery will be based on a preventative approach, with a staged escalation process. This is set out in the supporting procedure to this policy. Where necessary, Broxtowe Borough Council will take appropriate legal action in order to recover rent and service charge arrears.
- 5.8 We will ensure that a comprehensive record is kept of all action taken and contact made with customers who fall into arrears and will ensure that all data is handled in accordance with the relevant Data Protection legislation.
- 5.9 We will only seek legal possession of a property as a last resort where other alternatives have failed.
- 5.10 In determining an appropriate course of action, full account will be taken of issues such as any customers with additional support needs will be initiated in partnership with relevant specialist agencies who may be able to assist.

#### **Recovery of arrears – Introductory Tenancies**

- 5.11 The same approach will be taken to Introductory Tenancies when seeking recovery of rent arrears. Due to the nature of these tenancies, there will be improved control for the Council to have these properties returned where the conditions of the tenancies are not met.
- 5.12 We will ensure that we comply with all legislation and related good practice in respect of dealing with arrears where customers are leaseholders.
- 5.13 The Council's overriding aim is to work with customers to address arrears and minimise both the need for, and resulting cost of repossession where this is achievable.

#### **Former tenancy arrears**

- 5.14 We will put in place specific procedures to ensure that the Council is able to recover former tenancy arrears, in a way that both reflects best practice and offers a robust approach to recovery of such arrears.
- 5.15 The Council will ensure that a returning tenant, with former tenancy arrears, is expected to enter an arrangement to clear the outstanding debt as part of their new tenancy at the point of tenancy sign up.

#### **Complaints and review**

- 5.16 Where a customer is unhappy with the way in which their case has been handled by Broxtowe Borough Council, they may appeal in accordance with the Council's complaints procedure.



## Performance monitoring

- 5.17 The Council will monitor performance on income collection and rent arrears, and will report this to the relevant Council committee.

## 6.0 Related Policies, Procedures and Guidelines

- 6.1 List of documents / associated policies / publications:

- a) The Housing Act 1985
- b) The Human Rights Act 1998
- c) The Housing Act 1989
- d) Local Government Act 2000
- e) Pre-action protocol for possession claims by social landlords (2015)
- f) Equalities Act 2010
- g) Equality and Human Rights Commission Guidance
- h) Data Protection Act 1998
- i) Protection from Eviction Act 1977
- j) Tenancy Policy
- k) Allocations Policy
- l) People with Additional Support Needs Policy
- m) The Council's compliments, comments and complaints procedure
- n) Discretionary Housing Payment Policy
- o) Rent Recovery Procedure
- p) Protocol relating to the use of bailiffs

## 7.0 Review

- 7.1 The Rent Recovery Policy will be required to be reviewed annually prior to each financial year.

## 8.0 Document History and Approval

Date	Version	Committee Name

## Report of the Chief Executive

**GRENFELL RESPONSE UPDATE**1. Purpose of report

To update the Committee on actions which have been taken and are being taken in response to the Grenfell fire tragedy.

2. Background

The Committee has previously been provided with an update relating to actions taken to improve fire safety in the light of the Grenfell fire tragedy. An internal officer working group was formed and various actions progressed (outlined in appendix 1) in anticipation of the likelihood that the Grenfell Inquiry will result in significant suggestions for improvement action on the part of all agencies, including local government.

An interim report from Dame Judith Hackett "Building a Safer Future" has recently been published and the contents are being studied and will be reported to the working group in 2018.

3. Financial implications

External audit of a number of fire risk assessments has led to recommendations for further work to address small breaches to "compartmentalisation". Joints between fire-separating elements such as compartment walls or floors, should be fire-stopped to maintain the continuity of fire resistance; and openings for timber beams, joists, purlins and rafters, and pipes, ducts, conduits or cables that pass through any part of a fire-separating element should be kept as few in number as possible, as small as practicable, and should be fire-stopped. It is estimated that the cost to conduct fire compartmentation surveys to all of our 182 general housing blocks, and 36 retired living schemes (made up of 82 blocks) will be approximately £153,000. A capital budget proposal for 2018/19 has been submitted for £350,000 which will allow for the survey work, the continuation of existing work to improve fire safety, and also allow for commencement of additional work to address recommendations from third party surveys. Once all surveys have been completed we will be able to assess the overall work requirement and further cost implications as we systematically review all of our buildings over a reasonable time period. Further reports will follow to provide updates on the work and the financial implications.

**Recommendation**

**The Committee is asked to NOTE the actions already taken in appendix 1 and actions in progress.**

Background papers

Nil

**APPENDIX 1****ACTION TAKEN**

1. Communication sent to all councillors on 20 June 2017.
2. Additional information sent to Leader, Deputy Leader And Committee on 20 June 2017.
3. The tenant's handbook has been re-written with revised information on fire safety.
4. Audit of all properties we own identified two sets of buildings in respect of which there was insufficient information recorded – leading to subsequent further actions in (a) and (b) below
  - (a) Inspections of older properties in Stapleford ascertained nature of materials used were mineral fibre and not considered to be a high fire risk.
  - (b) Further enquiries in relation to Beeston Square identified cladding used as not of concern.
5. External audit invited to review a number of our in house fire safety risk assessments, and suggest further improvements.
6. Annual testing of smoke detectors integrated into annual gas safety inspections. If no smoke detector is found, one is installed
7. Test of all smoke detectors in retirement living properties confirmed all were in working order.
8. The specification on all building contracts was changed to stipulate that both cladding and composite panels to be used including constituent parts of materials should be fire resistant or incombustible. The matter will be kept continuously under review to take on board any recommendations from the Grenfell Inquiry.
9. Fire safety advice included in tenants newsletter, reminding everyone about fire safety (cooking, candles, cigarettes, flammable items in storage, appropriate disposal of rubbish, no blocking of fire exits, mobility scooter storage, blockage of corridors, knowing escape routes, no propping open of fire door, explaining what the policy is in the event of a fire (stay put/evacuate as appropriate), notifying us if there are concerns etc).
10. Website updated with information on fire safety for tenants.
11. Assurance sought regarding active enforcement of building regulations from Erewash BC our partners. Erewash BC attended meeting of Jobs and Economy Committee at which the annual building control report was scrutinised.
12. A register established of all buildings with any form of cladding/composite panel construction and a five year systematic rolling programme of inspections including random core sampling of products.

13. The regularity of fire risk assessments of non-communal scheme properties and general needs housing was established in accordance with the standard expected in the HHSRS, and documented and monitored.
14. Inventory undertaken of all electrical appliances in temporary accommodation.
15. Identification of privately owned buildings in Broxtowe which may contain aluminium cladding.

**Work in progress**

16. Inventory being developed of Council owned electrical appliances used in all housing accommodation and public offices to ensure efficient identification of recall issues.
17. Audit of compliance with Construction and Design Regulations commissioned to take place in the New Year.
18. Review of leaseholder agreements in order to manage and limit risks which occur when leaseholders make changes which compromise fire safety.
19. Review of approach to identification of fire safety issues in HMOs.
20. Implementation of recommendations of external audit of fire risk assessments and consideration of commissioning further external audits and implementation of further improvement activity.

## Joint Report of the Chief Executive and Interim Deputy Chief Executive

**BUSINESS PLANS AND FINANCIAL ESTIMATES 2018/19 - 2020/21**1. Purpose of report

To consider the proposals for business plans, detailed revenue budget estimates for 2018/19, capital programme for 2018/19 to 2020/21 and proposed fees and charges for 2018/19 in respect of the Council's priority areas.

2. Detail

As part of the Council's performance management framework, the delivery and financial plans for the five corporate priority areas identified within the Corporate Plan 2016-20 are brought together in one report so that the linkages between service priorities, spending proposals and targets are clear.

Under the current constitution, financial and business planning is reported to the committee which has primary responsibility for oversight of the relevant corporate priority area and related services, in this case, the Housing Committee.

The proposed Housing Business Plan is provided with this report. The revenue and capital budget proposals for the corporate priority and relevant service areas, together with the proposed fees and charges, are provided in appendices 2a to 2c.

Following consideration by each respective committee, a summary of the estimates, including any changes recommended, will be presented to the Finance and Resources Committee on 15 February 2018 for consideration and recommendation to Full Council on 28 February 2018.

**Recommendations**

**The Committee is asked to CONSIDER the following and RESOLVE accordingly:**

- 1. the attached Housing Business Plan; and**
- 2a) the detailed revenue budget estimates for 2018/19 (base) including any revenue development submissions**
- b) the capital programme for 2018/19 to 2020/21**
- c) the fees and charges for 2018/19.**

Background papers

Nil

**APPENDIX 1****Introduction**

The Council's business and financial planning framework is one of identifying key service and spending pressures and prioritising resources accordingly, taking into account national and local priorities.

The targeted outcomes from these key issues and the anticipated impact on service performance are set out in Business Plans. These plans are combined with financial information, including proposals for reducing business costs and increasing income, to form the Business Plans for each priority area.

This report considers the detail in respect of the Business Plan covering the priority area of Housing. The financial consequences of the Business Plan, together with the expenditure and income from maintaining existing services, are set out in the revenue budget proposals, the capital programme and the proposed fees and charges which follow the plan.

Within the Housing Business Plan, attached to this report, there are some key tasks which can be met from existing resources or which relate to policy preparation. These are not included in the key spending proposals detailed in the appendices. Any planned activities which will have a financial implication either by increasing costs or reducing income by greater than £5,000 are identified, along with the financial impact in section 5 of the Business Plan.

There are also several key tasks where it is not appropriate to make financial provision at this stage. These include areas that are subject to external funding bids, partnership arrangements or where insufficient information exists at the present time. In addition, there are a number of capital schemes within the programme which are deemed to be 'awaiting funding' pending receipt of the necessary resources to complete them. These schemes will be brought forward for approval once a potential funding source has been identified.

All of these items will be the subject of further reports throughout 2018/19 as further information and resources become available. This will ensure that the business and financial planning framework is a fluid process.

**Business planning**

As part of the Council's performance management framework, it is the responsibility of this Committee to consider the Housing Business Plan prior to recommendations being made to Council. The purpose of the business plan is twofold. Firstly, it establishes the linkage between the Council's high-level objectives and the strategies and aims of the respective services. Secondly, it outlines the services' proposals for meeting those aims and objectives.

This report deals with the Housing Business Plan and associated budgets covering this priority area. The Council's corporate objectives and aims, as included in the Corporate Plan 2016-2020, are shown at appendix 1a to provide the framework for consideration of the plans.

**Financial background**

The revenue and capital budget proposals for the corporate priority, together with proposed fees and charges, are shown in appendices 2a to 2c.

The revenue budgets show the 2017/18 revised estimate as of September 2017 and the 2018/19 base estimate for the areas encompassed by the relevant Business Plans. The 2018/19 base estimate figures generally reflect the same level of service as in the current year with a few exceptions.

The following are included in the 2018/19 base figures in this report:

- a) Allowance for certain inflationary pressures including the anticipated April 2018 pay award and cost of utilities. These allowances are guided by the best indications available at the time.
- b) Anticipated additional income within the General Fund and the Housing Revenue Account (HRA) arising from the review of fees and charges.

The following are not included in the 2018/19 base figures in this report:

- a) The revenue effects of the 2018/19 capital programme including the cost of any new borrowing to support the capital programme. The Finance and Resources Committee will consider the base budget including this item on 15 February 2018.
- b) Any revenue developments (there are no revenue developments for which approval is being sought for 2018/19).

The revenue and capital budget figures for the HRA will be reflected in an updated HRA business plan model which is due to be presented to the Housing Committee on 13 March 2018.

A classification of revenue expenditure is included at appendix 1b for the guidance of members.

## FRAMEWORK FOR BUSINESS PLANNING

The Council formally adopted the Corporate Plan 2016-2020 in March 2016. This is subject to annual review to ensure that it continues to reflect the aims and objectives of the Council.

### OUR VISION

The Council's Vision is **"Broxtowe: a great place where people enjoy living, working and spending leisure time"**.

### OUR PRIORITIES

The Council's updated priorities have been updated have been developed within the context of national, regional and countywide plans and priorities with the aim being to align these with our own aspirations wherever possible.

The Council's priorities are:

- **Housing**
- **Business Growth**
- **Environment**
- **Health**
- **Community Safety**

Underpinning all of the above and all of the Council's work is a series of values which the Council has adopted, namely:

- **Integrity and professional competence**
- **A strong caring focus on the needs of communities**
- **Continuous improvement and delivering value for money**
- **Valuing employees and enabling the active involvement of everyone**
- **Innovation and readiness for change.**

### OUR OBJECTIVES

Each priority area is underpinned by its strategic objectives. Each strategic objective has targeted outcomes against which progress can be monitored.

- **Housing – A good quality affordable home for all residents of Broxtowe**
  - Increase the rate of house building on brownfield sites (Ho1)
  - Become an excellent housing provider (Ho2)
  - Improve the quality and availability of the private rented stock to meet local housing need (Ho3)



- **Business Growth – New and growing businesses providing more jobs for people in Broxtowe and improved town centres**
  - Increase the number of new business starting in Broxtowe (BG1)
  - Help our town centres to compete and attract more visitors (BG2)
  - Complete the regeneration of Beeston town centre (BG3)
- **Environment – The environment in Broxtowe will be protected and enhanced for future generations**
  - Reduce litter and fly tipping to make Broxtowe cleaner (En1)
  - Maintain and improve the green infrastructure of the Council (En2)
  - Increase recycling, composting and renewable energy projects as resources allow (En3)
- **Health – People in Broxtowe enjoy longer, active and healthy lives**
  - Increase the number of people who have active lifestyles (He1)
  - Work with partners to improve the health of the local population (He2)
  - Reduce alcohol related harm in Broxtowe (He3)
- **Community Safety – Broxtowe will be a place where people feel safe and secure in their communities**
  - Reduce the amount of anti-social behaviour in Broxtowe (CS1)
  - Reduce domestic violence in Broxtowe (CS2)

<b>REVENUE BUDGET 2017/18</b>
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**CLASSIFICATION OF EXPENDITURE**

The classification of expenditure shown in the revenue estimates is based on the C.I.P.F.A. Standard Accounting Classification. The following statement shows the type of expenditure charged to each heading:

EMPLOYEE EXPENSES	Salaries and Wages National Insurance Pensions
PREMISES RELATED EXPENSES	Repairs, Alterations and Maintenance of Buildings, Fixed Plant and Grounds Energy Costs Rents National Non-Domestic Rates Water Charges Fixtures and Fittings Cleaning & Domestic Supplies
TRANSPORT RELATED EXPENSES	Direct Transport Costs Recharge of Pooled Transport Costs Travelling Allowances
SUPPLIES AND SERVICES	Equipment, Furniture and Materials Clothing, Uniforms and Laundry Printing, Stationery and General Office Expenses Postages Telephones Insurances Grants and Subscriptions Miscellaneous Expenses
THIRD PARTY PAYMENTS	Other Local Authorities Private Contractors Charges from Trading Services
TRANSFER PAYMENTS	Housing and Council Tax Benefits
CENTRAL, DEPARTMENTAL AND TECHNICAL SUPPORT SERVICES	Administrative Buildings Expenses Central Departmental Support Departmental Administration
CAPITAL FINANCING COSTS	Operating Lease Charges Asset Register Charges

HOUSING REVENUE ACCOUNT		
	2017/18 Revised Budget (at September 2017) £	2018/19 Proposed Base Budget £
Repairs & Maintenance	3,332,800	3,565,000
Supervision & Management	1,941,500	2,213,450
Special Services	1,892,450	1,819,700
Rents, Rates, Taxes & Other Charges	60,900	61,050
Depreciation & Impairment of Fixed Assets	3,492,400	3,923,950
Increased/Decrease in Impairment of Debtors	100,000	100,000
Contingency	30,000	30,000
<b>Total Expenditure</b>	<b>10,850,050</b>	<b>11,713,150</b>
Dwelling Rents (Gross)	(15,462,900)	(15,322,300)
Non-dwelling Rents (Gross)	(290,700)	(290,150)
Tenants' Charges for Services & Facilities	(625,400)	(661,700)
Leaseholders' Charges for Services & Facilities	(52,800)	(64,300)
Other Charges for Services & Facilities	(13,000)	(78,000)
Contributions Towards Expenditure	(14,200)	0
<b>Total Income</b>	<b>(16,459,000)</b>	<b>(16,416,450)</b>
<b>Net Cost of Services</b>	<b>(5,608,950)</b>	<b>(4,703,300)</b>
HRA services' share of Corporate and Democratic Core	293,500	453,700
HRA share of interest payable and similar charges including amortisation of premiums and discounts	2,554,300	2,261,500
HRA Investment Income	(40,050)	(96,000)
<b>(Surplus)/Deficit for the Year on the HRA Income and Expenditure Statement</b>	<b>(2,801,200)</b>	<b>(2,084,100)</b>
Capital expenditure funded by the HRA	1,289,900	1,619,150
<b>(Increase)/Decrease in the HRA Balance</b>	<b>(1,511,300)</b>	<b>(464,950)</b>
<b>HRA Opening Balance</b>	<b>(2,474,794)</b>	<b>(3,986,094)</b>
<b>HRA Closing Balance</b>	<b>(3,986,094)</b>	<b>(4,451,044)</b>

	<b>2017/18 Revised Budget (at September 2017) £</b>	<b>2018/19 Proposed Base Budget  £</b>
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The change in the 2018/19 base budget for the (increase)/decrease in the HRA balance when compared with the 2017/18 revised estimate is primarily a consequence of the following items:

	<b>Change (£)</b>
Additional posts created within Housing Repairs (and approved after September 2017) have increased the 2018/19 base budget and provide a more accurate reflection of the resources required in this area. The Housing Repairs employee budget has also been increased to reflect the potential April 2018 pay award.	232,200
The 2018/19 base budget for Supervision and Management reflects the changes in the Housing Restructure approved by Policy and Performance Committee on 3 October 2017 as well as the potential April 2018 pay award.	271,950
The annual review of central support charges has resulted in some reallocations between the HRA expenditure headings intended to better reflect the Housing structure. The most notable of these are Repairs and Maintenance, Supervision and Management as well as Special Services and are reflected in the totals above.	0
The 2017/18 revised estimate for Depreciation and Impairment of Fixed Assets was based primarily upon the value of the housing stock at 31 March 2016. The value of the housing stock increased significantly on 31 March 2017 largely as a result of an increase in the adjustment factor from 34% to 42%. This has formed the basis of the Depreciation and Impairment of Fixed Assets shown in the 2018/19 base budget. Whilst such charges are not reversed out in the Housing Revenue Account (as they are in the General Fund), the resulting credit to the Major Repairs Reserve is used to finance Housing Revenue Account capital expenditure.	431,550
The 2018/19 base budget for Dwelling Rents reflects the 1% reduction effective from 1 April 2018.	140,600
The 2018/19 base budget for Other Charges for Services and Facilities reflects a more appropriate classification of the income from other local authorities (Gedling and Rushcliffe Borough Councils) and housing associations in respect of the Homesearch (Choice Based Lettings) system.	-65,000
The 2018/19 base budget reflects the fact that the General Fund no longer makes a contribution towards Housing Revenue Account Supporting People costs.	14,200
Detailed examination of the Corporate and Democratic Core costs (particularly in respect of Democratic Representation and Corporate Management) has identified that the Housing Revenue Account should be meeting a greater share and this has been reflected in the 2018/19 base budget.	160,200
The revised estimate 2017/18 for the Housing Revenue Account share of Interest Payable was (like the 2017/18 base budget) based upon a consolidated rate of interest of 3.14% applied to the Housing Revenue Account capital financing requirement (CFR). Whilst the HRA CFR has remained unchanged, the greater use of short-term loans at much reduced rates of interest has enabled the 2018/19 base budget to be based upon a reduced consolidated rate of interest of 2.78%.	-292,800
The recent increase in base rate and the greater use of long-term investments have significantly increased the investment income received by the Council. The increasing HRA balance has resulted in a greater share of this income being attributable to the HRA and this has been reflected in the 2018/19 base budget.	-55,950
The proposed Housing Revenue Account capital programme for 2018/19 is significantly higher than that for 2017/18 and includes schemes such as Fire Safety Assessment and Remedial Works at an estimated cost of £359,000. This will require an increase in the capital expenditure to be funded by the HRA and this is reflected in the 2018/19 base budget.	329,250

## APPENDIX 2a

<b>Housing Portfolio - GF Revenue Budgets by Cost Centre</b>		
<b>Cost Centre</b>	<b>2017/18 Revised Budget (as at September)</b>	<b>2018/19 Base Budget (as at December)</b>
Hostel Accommodation	(55,700)	(44,350)
Plowmans Court Hostel	4,600	0
Hostel Management	39,700	27,150
Housing Benefits and Welfare	178,450	0
Rent Allowance	203,950	0
Homelessness (GF)	208,400	292,650
Housing Strategy	87,300	71,100
Registered Social Landlords	3,200	7,300
Housing Advice	7,800	2,700
Miscellaneous	1,200	(34,800)
	<b>678,900</b>	<b>321,750</b>
<b>Housing Portfolio - GF Revenue Budgets by Detail Code</b>		
<b>Cost Centre</b>	<b>2017/18 Revised Budget (as at September)</b>	<b>2018/19 Base Budget (as at December)</b>
Employees	0	26,750
Premises	50,900	50,600
Transport	0	0
Supplies & Services	221,650	225,500
Transfer Payments	15,000	0
Third Party Payments	357,400	0
Central Support Recharges	442,300	365,400
Capital Charges	0	0
Income (including recharges)	(408,350)	(346,500)
	<b>678,900</b>	<b>321,750</b>

The change in the 2018/19 base budget for total net expenditure when compared with the 2017/18 revised estimate is primarily a consequence of the following items:

	Change (£)
The net cost of administration of housing benefits is included in the 2017/18 revised estimate for Housing - General Fund but has been included 2018/19 base budget for Finance and Resources Committee to better reflect the Council's management structure..	(382,400)
Where posts are working wholly on one specific activity (most notably Homelessness), the costs are now charged directly to the employees budget rather than reallocated through the central support mechanism.	0
A non-ringfenced element of Revenue Support Grant (RSG), which has historically been recorded as income to Homelessness, will be included within the main RSG totals with effect from 2018/19.	86,350

Housing Portfolio - GF Revenue Budgets			
Ledger Code	Budget Line	2017/18 Revised Budget (as at September)	2018/19 Base Budget (as at December)
	<b>Hostel Accommodation</b>		
06726/1000	Repairs & Maintenance	6,700	10,000
06726/1310	Electricity	5,000	5,000
06726/1320	Gas	5,000	5,000
06726/1401	Council Tax	8,000	9,000
06726/1410	Water Charges	2,000	2,000
06726/3006	Equipment Tools and Materials	5,000	3,000
06726/6021	Creditors Recharge	900	1,100
06726/6022	Debtors Recharge	700	550
06726/6100	Administration	0	0
06726/8600	Rent	(89,000)	(80,000)
06726/8800	Recharged to Other Services	0	0
	<b>Net Expenditure</b>	<b>(55,700)</b>	<b>(44,350)</b>
	<b>Plowmans Court Hostel</b>		
06732/1310	Electricity	3,600	0
06732/1320	Gas	600	0
06732/1410	Water Charges	400	0
06732/6021	Creditors Recharge	0	0
	<b>Net Expenditure</b>	<b>4,600</b>	<b>0</b>
	<b>Hostel Management</b>		
06734/6003	Human Resources Recharge	0	0
06734/6010	Finance - Management Recharge	0	0
06734/6013	Housing Recharge	0	0
06734/6017	Accountancy Recharge	1,600	0
06734/6020	Commercial Finance Recharge	200	0
06734/6023	Cashiers Recharge	400	0
06734/6026	Tenancy & Letting Recharge	9,500	9,750
06734/6030	Homelessness Recharge	28,000	17,400
06734/6100	Administration	0	0
	<b>Net Expenditure</b>	<b>39,700</b>	<b>27,150</b>
	<b>Housing Benefits and Welfare</b>		
06750/5020	Rent Rebates	178,450	0
	<b>Net Expenditure</b>	<b>178,450</b>	<b>0</b>
	<b>Rent Allowance</b>		
06752/3800	Miscellaneous Expenses	0	0
06752/5060	Benefits Paid	178,950	0
06752/6021	Creditors Recharge	25,000	0
	<b>Net Expenditure</b>	<b>203,950</b>	<b>0</b>

Ledger Code	Budget Line	2017/18 Revised Budget (as at September)	2018/19 Base Budget (as at December)
	<b>Homelessness (GF)</b>		
06755/0010	Basic Pay	0	20,900
06755/0011	NI	0	1,750
06755/0012	Superannuation	0	4,100
06755/3637	Choice Based Lettings	39,000	0
06755/3700	Grants	12,000	12,000
06755/3800	Miscellaneous Expenses	11,250	106,500
06755/3818	B&B Invoices	33,500	20,000
06755/3835	Removals	0	0
06755/3879	Cont To Dep Guarantee Scheme	2,000	2,000
06755/3921	Contribution to Other local Authority	27,000	0
06755/3960	Homelets expenditure	2,000	2,000
06755/6000	Council Offices Recharge	0	1,450
06755/6002	Legal Recharge	5,500	2,800
06755/6003	Human Resources Recharge	0	1,450
06755/6004	ICT Recharge	0	19,750
06755/6010	Finance - Management Recharge	0	0
06755/6013	Housing Recharge	3,400	2,150
06755/6015	Support Services Recharge	0	1,100
06755/6016	Audit Recharge	700	750
06755/6017	Accountancy Recharge	2,200	0
06755/6018	Health & Safety Recharge	1,000	200
06755/6019	ICT Business Transformation Recharge	0	1,600
06755/6020	Commercial Finance Recharge	400	0
06755/6021	Creditors Recharge	0	300
06755/6022	Debtors Recharge	700	550
06755/6023	Cashiers Recharge	800	0
06755/6026	Tenancy & Letting Recharge	25,900	26,850
06755/6030	Homelessness Recharge	195,400	158,700
06755/6037	Director of Legal Recharge	0	2,250
06755/6100	Administration	0	0
06755/8000	Government Grants	0	(94,500)
06755/8131	Other Local Authorities Contributions	(26,000)	0
06755/8134	Grant - ODPM	(86,350)	0
06755/8590	Other Income	(40,000)	0
06755/8960	Homelets income	(2,000)	(2,000)
	<b>Net Expenditure</b>	<b>208,400</b>	<b>292,650</b>



Ledger Code	Budget Line	2017/18 Revised Budget (as at September)	2018/19 Base Budget (as at December)
	<b>Housing Strategy</b>		
06756/3607	Consultants	50,000	50,000
06756/6002	Legal Recharge	0	5,600
06756/6003	Human Resources Recharge	0	0
06756/6013	Housing Recharge	8,800	0
06756/6020	Commercial Finance Recharge	0	2,450
06756/6029	Private Sector Housing Recharge	15,000	0
06756/6030	Homelessness Recharge	13,500	13,050
06756/6100	Administration	0	0
	<b>Net Expenditure</b>	<b>87,300</b>	<b>71,100</b>
	<b>Registered Social Landlords</b>		
06757/6003	Human Resources Recharge	0	0
06757/6013	Housing Recharge	0	0
06757/6026	Tenancy & Letting Recharge	3,200	7,300
06757/6100	Administration	0	0
	<b>Net Expenditure</b>	<b>3,200</b>	<b>7,300</b>
	<b>Housing Advice</b>		
06758/6002	Legal Recharge	4,600	0
06758/6003	Human Resources Recharge	0	0
06758/6013	Housing Recharge	0	0
06758/6025	Housing Repairs Recharge	1,100	0
06758/6028	Strategy & Performance Recharge	2,100	2,700
06758/6100	Administration	0	0
	<b>Net Expenditure</b>	<b>7,800</b>	<b>2,700</b>
	<b>Miscellaneous</b>		
06793/1004	Systems Service Maintenance	19,600	19,600
06793/3015	Equipment	30,000	30,000
06793/3656	Safeguarding Children	700	0
06793/3834	Supporting People	9,200	0
06793/4300	Grounds Maintenance	15,000	0
06793/6002	Legal Recharge	1,300	0
06793/6003	Human Resources Recharge	0	0
06793/6013	Housing Recharge	0	0
06793/6021	Creditors Recharge	500	650
06793/6022	Debtors Recharge	35,500	25,350
06793/6025	Housing Repairs Recharge	4,700	0
06793/6028	Strategy & Performance Recharge	12,400	10,750
06793/6037	Director of Legal Recharge	0	1,100
06793/6041	RLOs Recharge	0	47,750
06793/6100	Administration	0	0
06793/6115	Lifeline	37,300	0
06793/6117	Mediation	0	0
06793/8000	Government Grants	0	0
06793/8590	Other Income	(165,000)	(170,000)
	<b>Net Expenditure</b>	<b>1,200</b>	<b>(34,800)</b>

## HOUSING CAPITAL PROGRAMME

No.	Scheme	Start	Finish	Estimated Total Cost				Net Revenue Costs in 2017/18	Full Years Revenue Effect of (6)	Net Effect of (5)
					2018/19	2019/20	2020/21			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1.	<b><u>GENERAL FUND HOUSING</u></b>	Ongoing		£	£	£		£	£	£
	Disabled Facilities Grants			1,958,250	652,750	652,750	652,750	0	0	0
	Grants			1,958,250	652,750	652,750	652,750	0	0	0
	<b>TOTAL - GENERAL FUND HOUSING</b>					<b>1,958,250</b>	<b>652,750</b>	<b>652,750</b>	<b>652,750</b>	<b>0</b>
2.	<b><u>HOUSING REVENUE ACCOUNT</u></b>	Ongoing								
	Heating Replacements/Energy Efficiency Works			2,750,000	1,000,000	1,000,000	750,000	0	0	0
	Capital Salaries			68,750	25,000	25,000	18,750	0	0	0
				2,818,750	1,025,000	1,025,000	768,750	0	0	0
3.	Aids and adaptations - Disabled Persons	Ongoing								
	Works			1,155,000	385,000	385,000	385,000	0	0	0
	Capital Salaries			92,400	30,800	30,800	30,800	0	0	0
				1,247,400	415,800	415,800	415,800	0	0	0
4.	Housing Modernisation Programme	Ongoing								
	Works			5,500,000	2,000,000	1,500,000	2,000,000	0	0	0
	Capital Salaries			145,000	50,000	45,000	50,000	0	0	0
				5,645,500	2,050,000	1,545,000	2,050,000	0	0	0
5.	Major Relets	Ongoing								
	Works			420,000	140,000	140,000	140,000	0	0	0
	Capital Salaries Provision			30,000	10,000	10,000	10,000	0	0	0
				450,000	150,000	150,000	150,000	0	0	0
6.	Window and Door Replacement	Ongoing								
	Works			900,000	300,000	300,000	300,000	0	0	0
	Capital Salaries Provision			31,500	10,500	10,500	10,500	0	0	0
				931,500	310,500	310,500	310,500	0	0	0
	<b>Housing Rev. Account Carried Forward</b>			<b>11,092,650</b>	<b>3,951,300</b>	<b>3,446,300</b>	<b>3,695,050</b>	<b>0</b>	<b>0</b>	<b>0</b>

No.	Scheme	Start	Finish	Estimated Total Cost				Net Revenue Costs in 2018/19	Full Years Revenue Effect of (6)	Net Effect of (5)
					2018/19	2019/20				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	<b>Housing Rev. Account Brought Forward</b>			£ <b>11,092,650</b>	£ <b>3,951,300</b>	£ <b>3,446,300</b>	<b>3,695,050</b>	£ <b>0</b>	£ <b>0</b>	£ <b>0</b>
7.	External Pre-Paint Repairs, Soffit and Fascia Renewal and Redecoration Programme Works Provision Capital Salaries Provision	Ongoing		1,875,000 56,250 1,931,250	625,000 18,750 643,750	625,000 18,750 643,750	625000 18750 643,750	0 0 0	0 0 0	0 0 0
8.	Electrical Periodic Improvement Works Works Provision Capital Salaries Provision	Ongoing		750,000 22,500 772,500	150,000 4,500 154,500	300,000 9,000 309,000	300000 9000 309,000	0 0 0	0 0 0	0 0 0
9.	External Works-Paths, Pavings & Hard Standings Works Provision Capital Salaries Provision	Ongoing		390,000 15,000 405,000	130,000 5,000 135,000	130,000 5,000 135,000	130000 5000 135,000	0 0 0	0 0 0	0 0 0
10.	Fire Safety Assessment and Remedial Work Works Provision Capital Salaries Provision	Ongoing		1,050,000 27,000 1,077,000	350,000 9,000 359,000	350,000 9,000 359,000	350000 9000 359,000	0 0 0	0 0 0	0 0 0
	<b>Housing Rev. Account Carried Forward</b>			<b>15,278,400</b>	<b>5,243,550</b>	<b>4,893,050</b>	<b>5,141,800</b>	<b>0</b>	<b>0</b>	<b>0</b>

No.	Scheme	Start	Finish	Estimated Total Cost				Net Revenue Costs in 2018/19	Full Years Revenue Effect of (6)	Net Effect of (5)				
					2018/19	2019/20	2020/21							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)				
11.	<b>Housing Rev. Account Brought Forward</b>	Ongoing		£ <b>15,278,400</b>	£ <b>5,243,550</b>	£ <b>4,893,050</b>	<b>5,141,800</b>	£ <b>0</b>	£ <b>0</b>	£ <b>0</b>				
	Garage Refurbishment			690,000	230,000	230,000	230000	0	0	0				
	Works Provision			20,700	6,900	6,900	6900	0	0	0				
	Capital Salaries Provision			710,700	236,900	236,900	236,900	0	0	0				
	12.			<u>Contingency Sum</u>	Ongoing									
							Works	81,000	27,000	27,000	27000	0	0	0
							Capital Salaries	2,700	900	900	900	0	0	0
								83,700	27,900	27,900	27,900	0	0	0
	<b>TOTAL HOUSING REVENUE ACCOUNT</b>					<b>16,072,800</b>	<b>5,508,350</b>	<b>5,157,850</b>	<b>5,406,600</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>HOUSING TOTAL</b>				<b>18,031,050</b>	<b>6,161,100</b>	<b>5,810,600</b>	<b>6,059,350</b>	<b>0</b>	<b>0</b>	<b>0</b>				

## HOUSING CAPITAL PROGRAMME 2018/19

Scheme  
Number

### GENERAL FUND HOUSING

1. Disabled Facilities Grants (£652,750)

This budget is to provide grants to improve facilities for disabled people living in private sector dwellings. The budget is provided by Nottinghamshire County Council through the Better Care Fund.

### HOUSING REVENUE ACCOUNT

2. Gas Heating Replacement and Energy Efficiency Works (£1,025,000)

This budget is to continue the programme of replacing obsolete gas central heating systems with new energy efficient systems that will provide whole house heating. It will also improve insulation to dwellings with solid walls or micro cavities. It is anticipated that the new systems and insulation will significantly lower CO2 emissions and result in lower energy bills.

3. Aids and Adaptations – Disabled Persons (£418,800)

This budget is to enable the continuation of the Council's programme to adapt Council dwellings to meet the needs of people with disabilities.

4. Housing Modernisation Programme (£2,050,000)

This project is to progress the programme of work to deliver the Broxtowe Standard identified by tenants in the housing option appraisal process to provide good quality homes in accordance with the Housing Strategy. Work is also required to ensure any newly identified needs in relation to the decent homes standards are met.

5. Major Relets (£150,000)

This budget is for extensive work to void properties that are in a serious state of disrepair in order to bring them to a suitable standard to be re-let as quickly as possible. The work can comprise of door replacements, bathroom and kitchen replacements, extensive plastering and other repairs.

6. Window and Door Replacement (£310,500)

The expenditure forms part of a programme targeting old external doors and any failing double-glazed windows. This will allow the Council to continue fitting high security composite doors and frames. Both items are high on the residents' list of priorities and help with the commitment to community safety.

7. External Pre-Paint Repairs, Soffit and Fascia Renewal and Redecoration Programme (£643,750)

This budget will enable the renewed programme of external painting and pre-paint repairs to the housing stock to continue on a rolling basis. The programme will target external components including soffits (including asbestos removal), fascias, fencing, gates, outhouses etc. that have deteriorated and are in need of repair.

8. External Periodic Improvement Works (£154,500)

This budget will assist with compliance with the Institute of Electrical Engineers (IEE) Wiring Regulations. This includes the regular testing of all fixed installations within the Council's housing stock (including communal areas). This will incorporate the replacement of consumer units in accordance with amendment 3 of the IEE's Wiring Regulations concerning fire safety. The opportunity will be taken to ensure that the smoke detectors are hard wired.

9. External Works – Paths, Paving and Hard Standings (£135,000)

As well as owning its own housing stock, the Council also owns paths, paving and hard standings that service some of the stock. These areas have fixed useful lives beyond which they require either replacement or refurbishment. Surveys have been undertaken of the condition of these areas and this budget will enable the resulting required work to be undertaken.

10. Fire Safety Assessment and Remedial Work (£359,000)

The introduction of the Regulatory Reform (Fire Safety) Order 2005 included a mandatory requirement for housing providers to carry out a fire risk assessment on the communal areas of flats within the housing stock and rectify any deficiencies. Fire risk assessments of the Council's general housing stock have been completed and are reviewed periodically. Fire risk assessments of the Retirement Living stock have been completed and are reviewed annually. The reviews have required the commissioning of a specialist company to conduct in depth sample surveys of the communal areas.

This budget will enable fire safety assessment work to continue and resulting remedial work to be undertaken.

11. Garage Refurbishment (£236,900)

The Council owns over 800 garages that are rented out to Council tenants and private residents. Garage rents increased on both 1 April 2016 and 1 April 2017. During a consultation with garage tenants before the rents were increased, a commitment was given to use some of the extra revenue generated to improve the condition of the garages. Whilst some garages have been improved recently and some are highlighted for possible redevelopment, it is estimated that over 600 garages require improvement. This budget will enable a garage refurbishment programme to commence.

12. Contingency sum (£27,900)

This budget is intended to meet the cost of Housing Revenue Account unforeseen capital items that need to be addressed during the financial year.

HOUSING – REVIEW OF FEES, CHARGES AND ALLOWANCES		
	Present 2017/18 £	Proposed 2018/19 £
<b>Lifeline</b>		
Charge per week	3.50	3.50
<b>Guest Room</b>		
Room per night	18.00	18.00
<b>Communal Lounge Hire</b>		
Per hour	(between £13.00 and £25 dependent on facilities and seating capacity)	(between £13.00 and £25 dependent on facilities and seating capacity)
Schemes with smaller communal room to be charged for half a day	10.00	10.00
<b>Short Stay Hostels (Daily Charge)</b>		
50 Nether Street	17.00	17.50
52/54/56 Nether Street	17.00	17.50
Knapp Avenue	17.00	17.50
Plowmans Court	17.00	17.50
<b>Lease Management Administration</b>		
Leasehold Charges	150.00	154.50
<b>Right to Buy Administration</b>		
Provision of Historical Information	25.00	25.75
<b>Management Charge</b>		
<i>These figures are based on actual charges to tenants (48 weeks).</i>		
Sheltered housing scheme – type A	11.11	11.11
Sheltered housing scheme – type B	9.47	9.47
<b>Decorating Allowances</b>		
<i>Up to a maximums as indicated.</i>		
<i>Where a tenant is above retirement age or disabled, the above allowances are increased by 80% upon the production of a valid invoice from a professional decorator.</i>		
House Refurbishment (except where decoration has been undertaken by the council)	250.00	257.50
Flat modernisation (except where decoration has been undertaken by the council)	230.00	237.00
Bungalow Refurbishment (except where decoration has been undertaken by the council)	288.00	296.50
Relets	220.00	226.50
Electrical Rewire 1/2 Bed Flat	121.00	124.50
Electrical Rewire 2 Bed House	149.00	153.50
Electrical Rewire 3 Bed House	182.00	187.50
Electrical Rewire 4 Bed House	208.00	214.00
Partial Rewire/Decoration 1/2 Bed Flat	97.00	100.00
Partial Rewire/Decoration 2 Bed House	120.00	123.50
Partial Rewire/Decoration 3 Bed House	146.00	150.50
Partial Rewire/Decoration 4 Bed House	166.00	171.00
PVCu Window Replacement	37.00	38.00
Heating Installation where back boiler removed	50.00	51.50
Damp Proof Course (per room affected)	44.00	45.50
Plastering Repairs (per room depending upon extent of damage)	12.00-39.00	12.50-40.00



	<b>Present 2017/18 £</b>	<b>Proposed 2018/19 £</b>
<b>Resident Involvement grants and allowances</b>		
Maximum start up grant for local tenant/leaseholder groups	150.00	154.50
Maximum training grant for tenants to attend approved courses	100.00	103.00
Maximum one off grant to local tenant/leaseholder groups for purchase of equipment	150.00	154.50
Maximum on-going grants for local tenant/leaseholder groups to match local fund raising £ for £ approved items	250.00	257.50
Travelling allowance rates for attendance at meetings, training sessions, seminars and conferences	Applicable Casual car user allowances	Applicable Casual car user allowances

## HOUSING BUSINESS PLAN 2018-2021

This Business Plan details the projects and activity undertaken in support of the Broxtowe Borough Council Corporate Plan 2016-2020 priority of **HOUSING**.

The Corporate Plan prioritises local community needs and resources are directed towards the things they think are most important. These needs are aligned with other local, regional and national plans to ensure the ambitions set out in our Corporate Plan are realistic and achievable.

The Business Plan covers a three-year period but will be revised and updated annually. Detailed monitoring of progress against key tasks and outcome measures is undertaken quarterly by the Housing Committee. The Policy and Performance Committee also receives a high level report of progress against Corporate Plan priorities on a quarterly basis.

**The Council's Vision for Broxtowe is 'a great place where people enjoy living, working and spending leisure time'.**

### **The Council's Values are:**

- Integrity and professional competence
- A strong caring focus on the needs of the communities
- Continuous improvement and delivering value for money
- Valuing employees and enabling the active involvement of everyone
- Innovation and readiness for change

### **The Council's Priorities and Objectives for HOUSING are:**

#### **'A good quality affordable home for all residents of Broxtowe'**

- Increase the rate of house building on brownfield sites (Ho1)
- Become an excellent housing provider (Ho2)
- Improve the quality and availability of the private rented stock to meet local housing need (Ho3)

## 1. PUBLISHED STRATEGY AND POLICY DOCUMENTS SUPPORTING THE DELIVERY OF PRIORITIES AND OBJECTIVES

Strategy/Policy Document	Purpose of Document	Renewal Date	Responsible Officer/Contact
Housing Strategy 2015-2020	Provides the plan for the future direction of the housing service	July 2020	R Shaw
Housing Revenue Account Business Plan	Summary of analysis of stock condition, current and future finances, priorities for action and targets for improvement	January 2018	P Adcock
Homelessness Strategy 2017-2021	Plan for existing and future needs of homeless in Broxtowe. With a focus on homelessness prevention	October 2021	G Smithurst
Resident Involvement Strategy 2015-2018	Provides details of methods, level and standards of involvement	November 2018	C Reed
Garage Strategy 2015-2020	Provides recommendations for the future of the garage portfolio	November 2020	G Duckmanton
Empty Homes Strategy 2014-2019	Sets out the Council's approach to bringing long term empty private dwellings back into use	December 2019	S Hickey
Health and Wellbeing Strategy for Nottinghamshire 2014-2017	Sets out the priorities for the Health and Wellbeing Board for Nottinghamshire to improve the health and wellbeing of its residents	December 2017	R Shaw
Anti-Social Behaviour Policy	Provides details on how the Council will tackle anti-social behaviour (ASB)	December 2019	D Gell
Housing Allocations Policy	Provides details on how the Council will allocate properties	March 2018	R Smith
Broxtowe Core Strategy	Strategic level planning document	2028	S Saunders

## 2. SERVICE LEVEL OBJECTIVES LINKED TO CORPORATE OBJECTIVES

### Increase the rate of house building on brownfield sites (Ho1)

Service Areas covered by this Plan	Service Objectives
<b>Planning and Development Services</b>	
Development Control	Pre-application advice and process applications for planning permission
Planning Policy	Production of Core Strategy Monitoring of land information through SHLAA Making better use of statutory powers in order to bring forward housing development, including Compulsory Purchase
<b>Housing Strategy and Performance</b>	
Housing Strategy	Monitor demand for affordable housing in different areas of the Borough Monitor progress of the Housing Strategy 2015-2020
Performance	Monitor performance of Business Plan
<b>Enhanced Housing Options</b>	
Allocations	Provide information on waiting list demand Increase access to accommodation Enable people to access accommodation that meets their needs

### Become an excellent housing provider (Ho2)

Service Areas covered by this Plan	Service Objectives
<b>Neighbourhood Services</b>	
Tenancy Management and Retirement Living	Help create sustainable tenancies through pro-active work Help vulnerable tenants to maintain their tenancies Effectively manage ASB cases to enable residents to have a quiet enjoyment of their homes Reduce social isolation and promote health and wellbeing Ensure estates are clean and maintained to a high standard Promote tenancy sustainment through decreasing instances of possession action and encouraging responsible awareness of tenancy liabilities for tenants through increased engagement

Service Areas covered by this Plan	Service Objectives
<b>Enhanced Housing Options</b>	
Homelessness and Housing Advice	<p>Focus on prevention of homelessness</p> <p>Liaise with private landlords to secure tenancies in the private sector</p> <p>Effective management of temporary accommodation</p> <p>Deliver the Council's Homelessness Strategy</p>
Allocations	<p>Allocate properties in accordance with Housing Allocations Policy</p> <p>Assess tenants needs prior to tenancy commencement to achieve sustainable tenancies</p>
Leaseholder Services	<p>Effectively co-ordinate and manage leases ensuring an effective service is delivered</p> <p>Provide opportunities for leaseholders to input into service delivery through consultation and events</p> <p>Ensure legal compliance</p>
<b>Housing Repairs</b>	
Repairs	<p>Provide an efficient and effective service of reactive maintenance in response to tenant requests</p> <p>Ensure compliancy with the Gas Safety (Installation and Use) Regulations</p> <p>Complete an effective system of inspections including post inspections</p> <p>Provide a high standard of inspections for electrical testing, legionella and lift servicing</p>
<b>Housing Strategy and Performance</b>	
Strategy	<p>Develop strategies and policies to achieve an excellent housing service</p> <p>Complete research to ensure that decisions made by Housing Services are based on accurate information</p> <p>Monitor progress of the Housing Strategy 2015-2020</p> <p>Administration of Right to Buy</p>
Performance	<p>Monitor performance and make recommendations for improvements</p> <p>Monitor performance of Business Plan</p>
Resident Involvement	<p>Increase the opportunities for residents to get involved</p> <p>Develop methods to publicise involvement and promote awareness</p> <p>Provision of tailored training to enable residents to be effectively involved</p> <p>Monitor scrutiny of services by residents</p>

Service Areas covered by this Plan	Service Objectives
<b>Capital Works</b>	
Capital Works	<p>Undertake major refurbishment works</p> <p>Carry out upgrades to central heating provision, energy efficiency works, structural remedial works</p> <p>Provide a project management service to other Directorates</p>

**Improve the quality and availability of the private rented stock to meet local housing need (Ho3)**

Service Areas covered by this Plan	Service Objectives
<b>Private Sector Housing</b>	
Private Sector Housing	<p>Ensure that dwellings in the private sector are free of hazards which pose a risk to the occupants</p> <p>Facilitate adaptations to the homes of disabled people in the private sector</p> <p>Licence appropriate Houses in Multiple Occupation and ensure they are properly managed</p>
<b>Enhanced Housing Options</b>	
Homelessness and Housing Advice	Liaise with private landlords to secure tenancies in the private sector

### 3. MEASURES OF PERFORMANCE AND SERVICE DATA

#### Context – Baseline Service Data

Pentana Code	Service Data Description	Actual 2015/16	Actual 2016/17	Comments including benchmarking data
HSDData_01	Homelessness applications received	25	28	Although nationally there has been an increase in applications and acceptances, at Broxtowe these have remained fairly static for the last six-years due to proactive prevention work.
HSDData_02	Homelessness acceptances	9	12	
HSDData_03	Housing advice interviews undertaken	1,352	1,188	
HSDData_05	Lifeline customers	Not recorded	998	
HSDData_07	ASB cases	84	106	The majority of cases were in general needs properties with three cases in retirement living.
HSDData_08	Properties sold under the Right to Buy	27	20	This is the lowest number of properties sold since 2012/13.
HSDData_09	Flats sold on a lease under the Right to Buy	4	5	
HSDData_11	Housing applications received	1,744	1,209	There was a reduction in the number of applications during the period where these were moved online. Work is being undertaken to ensure that applicants are given support to apply online when required.
HSDData_12	Tenancies allocated	394	343	This is the lowest number of new tenancies since this indicator was first recorded in 2004/05 and is due to the decrease in tenancy terminations.
HSDData_13	Repair requests	14,203	16,257	This includes repairs requests made by officers (following an inspection) as well as direct requests from tenants.
HSDData_24	Evictions for ASB	0	2	There were also 13 evictions for rent arrears. The total number of evictions increased from 5 to 15.
HSDData_25	Notices of Seeking Possession served for ASB	4	8	As well as an increase in the number of cases during the year, there have also been a number of more serious, complex cases which has led to an increase in the number of notices served.

## Critical Success Indicators (CSI)

Priority leaders should work corporately to **define the outcome objective** for each priority area and **identify an outcome indicator** or indicators which will be **Critical Success Indicators**. There will be a maximum of two CSI for each corporate priority.

Indicator Description	Pentana Code	Achieved		Target				Indicator Owner and Comments (incl. benchmarking)
		2015/ 16	2016/ 17	2017/ 18	2018/ 19	2019/ 20	2020/ 21	
Critical Success Indicators (CSI)								
Supply of ready to develop housing sites	NI159	88%	72%	100%	100%	100%	100%	S Saunders
Net additional homes provided	NI154	100	297	360	430	430	430	S Saunders
Tenancy turnover	HSTOP_10	8.71%	7.1%	7%	7%	7%	7%	R Smith
Gas safety	HSTOP_02	100%	100%	100%	100%	100%	100%	G Duckmanton
Private dwellings that are returned into occupation or demolished	HSLocal_11	34	38	25	25	25	25	D Gell

## Performance Indicators

Priority leaders should identify two sets of performance indicators namely **Key Performance Indicators (KPI)** for reporting to GMT and Members and **Management Performance Indicators (MPI)** for use in business planning and performance monitoring purposes at a service level.

Indicator Description	Pentana Code	Achieved		Target				Indicator Owner and Comments (incl. benchmarking)
		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Key Performance Indicators (KPI)								
No. of affordable homes provided	NI155	17	20	85	85	85	85	S Saunders
Overall satisfaction with the service provided	HSTOP_01	-	85%	86%	86%	86%	86%	L Price
Average Relet Time	HSTOP_03	29.6	25.8	23	23	23	23	R Clarke
Reactive repairs - appointments kept	HSLocal_BM05	94.9%	93.0%	98%	98%	98%	98%	G Duckmanton



Indicator Description	Pentana Code	Achieved		Target				Indicator Owner and Comments (incl. benchmarking)
		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	
Reactive repairs – fixed at first appointment	HSLocal_BM06	95%	91%	97%	97%	97%	97%	G Duckmanton
Housing Applicants in Bands 1 and 2 housed within 12 weeks	HSLocal_20	-	-	-	75%	75%	75%	R Clarke New indicator
Housing Service Complaints responded to within timescale	HSLocal_21	-	-	-	100%	100%	100%	R Shaw New indicator
Housing ASB complaints contacted within timescale to agree an action plan	HSLocal_22	-	-	-	92%	95%	100%	R Davis New indicator
<b>Management Performance Indicators (MPI)</b>								
New Tenant Visits completed within target	HSLocal_17	75%	96%	92%	95%	95%	95%	R Davis
Tenancies sustained for the first 12 months	HSLocal_23	-	-	-	90%	90%	90%	R Smith New indicator
Lettings to transfer applicants	HSLocal_24	-	-	-	10%	10%	10%	R Clarke New indicator
ASB complainants satisfied with outcome	HSLocal_25	-	-	-	82%	85%	90%	R Davis New indicator
ASB cases resolved using early intervention	HSLocal_26	-	-	-	90%	90%	90%	R Davis New indicator
Mutual exchanges completed within target	HSLocal_27	-	-	-	100%	100%	100%	R Davis New indicator
Published estate inspections attended	HSLocal_28	-	-	-	100%	100%	100%	R Davis New indicator
Electrical compliancy	HSLocal_29	-	-	-	100%	100%	100%	G Duckmanton New indicator

#### 4. KEY TASKS AND PRIORITIES FOR IMPROVEMENT 2018/21

<b>Pentana Code</b>	<b>Description</b>	<b>Targeted Outcome</b>	<b>Partnership/ Procurement Arrangement</b>	<b>Officer Responsible/ Target Date</b>	<b>Budget Implication/ Efficiencies/Other comments</b>
HS15/20-10	Housing Needs Analysis	Full understanding of the housing needs of residents in the borough.	Housing and Planning	R Shaw/ S Saunders August 2018	Utilise part of £50,000 currently earmarked for consideration of a Housing company.
HS15/20 - 20	Review the Empty Homes Strategy	Empty Homes within the Borough are brought back into use by pro-active work with landlords	Owner occupiers/ private landlords	S Hickey March 2019	Within existing resources
HS15/20 - 23	IT system improvements through implementation of v14 Capita Open Housing	Better quality management information  More efficient housing management	Capita	L Price December 2018	£189,000 in capital programme 2017/18 for the project unspent, which will be carried forward to 2018/19.
HS15/20 - 29	Produce a Housing Newbuild delivery plan	Add to the social housing stock  Produce affordable homes to rent	Partnerships with Registered Housing Providers	R Hyde/ L Price/ J Delaney October 2018	As part of this work an assessment will be made of the adequacy of in house capacity to deliver this plan
HS15/20 - 30	Have a pipeline of schemes to produce more housing in Broxtowe to put forward for funding opportunities	Attract more resources to deliver houses in Broxtowe	Partnerships with private developers	S Saunders/ R Dawson March 2019	Attract funding from the housing infrastructure fund and local enterprise partnership
HS15/20 - 31	Implement findings of Retirement Living review	Following approval by Housing Committee changes are made to adapt the Retirement Living service to improve support to older people living in Broxtowe	Independent review by HQN	L Price March 2019	Awaiting financial implications
HS15/20 - 32	Introduce new Leaseholder Service	Implement an efficient/effective service for leaseholders following appointment of new Leaseholder Officer	Partnership work with Capital Works and Legal Services required	R Shaw December 2018	New leaseholder officer post included in 18/19 revenue budget.

<b>Pentana Code</b>	<b>Description</b>	<b>Targeted Outcome</b>	<b>Partnership/ Procurement Arrangement</b>	<b>Officer Responsible/ Target Date</b>	<b>Budget Implication/ Efficiencies/Other comments</b>
HS15/20 - 33	Introduction of Tenancy Sustainment Service	Tenancy Sustainment Officer and Financial Inclusion Officer will provide a new service to encourage tenancy sustainment	Partnership work with Rent team	R Smith December 2018	Two new posts funded within 18/19 revenue budget
HS15/20 - 34	Implement changes due to the Homelessness Reduction Act	Homelessness services will be improved and compliant with the Homelessness Reduction Act	Partnership work with other landlords through Notts Interagency Homelessness Forum	R Smith June 2018	Government grant of £58,357 towards additional duties
HS15/20 - 35	Review of policies and procedures	Policies and procedures will be reviewed and amended in accordance with legislation and good practice.	Good practice information from HouseMark and CIH to be used	R Shaw December 2018	No additional cost implications
HS15/20 - 36	All contracts in Housing will be reviewed and retendered if necessary	Value for money assurance	Possibly with Efficiency East Midlands and or Northern Housing Consortium	G Duckmanton June 2018	Some efficiencies may be expected as re-tendering advances
HS15/20 - 37	An updated tenancy agreement will be introduced including use of introductory tenancies	Stable peaceful communities High tenant satisfaction	Working with Anthony Collins Solicitors	L Price June 2018	Some cash flow improvements to be expected as more tenants pay rent through direct debit
HS15/20 - 38	Develop a new strategy for resident involvement	Residents engaged and influencing service delivery	Lead by Housing Strategy team but will require work with all teams in Housing	R Shaw June 2018	No additional cost implications
HS15/20 - 39	New policies and procedures for Repairs	Implement new policies/procedures resulting in improved first time fixes and improved satisfaction	Lead by Repairs team but will require work with all teams in Housing	G Duckmanton March 2019	No additional cost implications

<b>Pentana Code</b>	<b>Description</b>	<b>Targeted Outcome</b>	<b>Partnership/ Procurement Arrangement</b>	<b>Officer Responsible/ Target Date</b>	<b>Budget Implication/ Efficiencies/Other comments</b>
HS15/20 - 40	Following the approval of the Void Management Policy new procedures will be implemented	Reduced void times Higher tenant satisfaction	Partnership work with Capital Works	R Smith/ G Duckmanton March 2019	No additional cost implications. Better cost recovery is expected where damage is caused to properties
HS15/20 - 41	Following the approval of a new Allocations Policy new procedures will be implemented	Reduced void times Higher tenant satisfaction	Registered providers	R Smith March 2019	No additional cost implications
HS15/20 - 42	Consideration of introduction of licensing controls for private sector housing	Stable peaceful mixed neighbourhoods		D Gell December 2018	Financial implications o be considered within report to come forward in 2018.

## 5. LINK KEY TASKS AND PRIORITIES FOR IMPROVEMENT TO THE FINANCIAL BUDGETS

Budget Implications/Efficiencies Generated	Budget £
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<b>Revenue Budgets 2018/19</b>	
Additional Fire Safety work	£153,000
Additional posts and grade increases as a result of housing restructure Sept 2017	£131,108
National Rent reduction	£40,600
Deletion of posts and grade reductions following Housing restructure	(£521,671)
Improved cost recovery on re-lets	(£36,300)
<b>Net Change in Revenue Budgets 2018/19</b>	
- <b>General Fund</b>	-
- <b>Housing Revenue Account</b>	<b>(£233,263)</b>

<b>Revenue Budget 2019/20</b>	
Add: potential to contribute funding towards house building ( following house building delivery plan)	Est £0.5m
Less: Efficiencies achieved through re-tendering contracts	Est £50,000
Less: New business through lifeline expansion /increased income	Est £50,000
<b>Net Change in Revenue Budgets 2019/20</b>	
- <b>General Fund</b>	-
- <b>Housing Revenue Account</b>	<b>(£100,000-£500,000)-</b>

<b>Revenue Budget 2020/21</b>	
Add: potential to contribute funding towards house building ( following house building delivery plan)	
Less: Efficiencies achieved through re-tendering contracts	
Less: New business through lifeline expansion /increased income	
- <b>General Fund</b>	-
- <b>Housing Revenue Account</b>	<b>(£100,000-£500,000-</b>

## 6. SUMMARY OF KEY RISKS

*Priority leaders are to identify three strategic risks for the Business area and to determine whether these have been/or should be considered on the Council's Strategic Risk Register.*

Key Strategic Risk	Is this already covered by an existing Strategic Risk?	What action can be taken/is required to mitigate/minimise the risk or threat
1. Not meeting Core Strategy targets for house building	Yes	Consideration of other mechanisms such as Housing Development Company or measures to stimulate other market actors
2. 1% rent reduction	No	Review HRA business plan and modernisations programme
3. Housing and Planning Act	No	Awaiting further information through regulations

*Also, the top five risks (strategic or operational) arising from the key tasks and priorities for improvement should be identified. Whilst, it will be expected that detailed risks will be considered as part of the project planning process for each key task, it is anticipated that there will be 'common themes' identified which should enable the key risks to be limited to the top five. An earlier example has been included for reference.*

Code	Key Task	Risk or Threat to Key Task	Covered by an existing Strategic Risk?	Action taken/required to mitigate/minimise the risk or threat
HS15/20 - 23	IT system improvements through implementing v14 Capita Open Housing	Reliance on external company to delivery housing management system with any delays impacting on other actions.	Risks 9 and 21 (See below for description)	Regular meetings with Capita, appointment of a project manager
HS15/20 -29	Produce a Housing Newbuild delivery plan	Potential that cannot be achieved due to insufficient resources	Risks 2, 3, 11 and 23	As part of this work an assessment will be made of the adequacy of in house capacity to deliver this plan
HS15/20 -31	Implement findings of Retirement Living review	Risk of lack of engagement from staff in regards to new ways of working	Risks 3, 10, 11 and 13	Staff have been involved in the review process
HS15/20 - 32	Introduction of new Leaseholder Service	Risk of insufficient resources, due to delays in recruiting Leaseholder Officer	Risks 3, 10, 11 and 23	Work has begun by existing staff in preparation for new service

<b>Code</b>	<b>Key Task</b>	<b>Risk or Threat to Key Task</b>	<b>Covered by an existing Strategic Risk?</b>	<b>Action taken/required to mitigate/minimise the risk or threat</b>
HS15/20 - 34	Implement changes due to the Homelessness Reduction Act	Significant change to homelessness provision, uncertainties regarding increase in workload	Risks 3, 10,11 and 13	Training for staff, working closely with other Councils

**Strategic Risks (Extract):**

- Risk 2 - Failure to obtain adequate resources to achieve service objectives
- Risk 3 - Failure to deliver the HRA Business Plan
- Risk 9 - Failure of key ICT systems
- Risk 10 - Failure to implement private sector element of Housing Strategy in accordance with Government and Council expectations
- Risk 11 - Failure to engage with partners and the community to implement Broxtowe Community Strategy 2010 – 2020
- Risk 13 - Failure to provide housing in accordance with the LDF
- Risk 21 - Failure to fully utilise investment in ICT infrastructure
- Risk 23 - Failure to comply with duty as a service provider and employer to groups such as children, elderly and vulnerable adults



## Report of the Chief Executive

**WORK PROGRAMME**1. Purpose of report

To consider items for inclusion in the Work Programme for future meetings.

2. Background

Items which have already been suggested for inclusion in the Work Programme of future meetings are given below. Members are asked to consider any additional items that they may wish to see in the Programme.

3. Work Programme

14 March 2018	<ul style="list-style-type: none"> <li>• Allocations policy approval</li> <li>• Leasehold management</li> <li>• Tenancy management</li> <li>• Retirement Living Options review</li> <li>• Hospital Discharge Scheme</li> <li>• Repairs policy</li> <li>• Housing Needs Assessment</li> <li>• House Building Delivery Plan</li> <li>• Secure Tenancy Agreement</li> </ul>
June 2018	<ul style="list-style-type: none"> <li>• Garage Management Policy</li> <li>• Private Sector homelessness</li> </ul>

4. Dates of future meetings

Dates of future meetings are to be confirmed.

(All meetings to start at 7.00 pm)

**Recommendation**

**The Committee is asked to consider the Work Programme and RESOLVE accordingly.**

Background papers

Nil



Anthony Collins  
solicitors

# Welcome to your new home

We want you to enjoy living in your new home and believe it is important that we make it clear from the start of your tenancy agreement what you can expect from us and in turn what we will expect from you during your tenancy agreement. This document sets out your rights and responsibilities and our responsibilities to you as landlord under your tenancy agreement.

## What type of tenancy agreement do you have?

We have given you an Introductory Tenancy under the Housing Act 1996. This means that your tenancy will last for 12 months until **[insert date]** unless it is extended or we have started possession proceedings against you. After this date it will automatically become a Flexible Tenancy under the Housing Act 1985 for a fixed term of 5 years.

Unless your Introductory Tenancy is extended your Flexible Tenancy will end on **[insert date]**.

□ A Notice of Flexible Tenancy has been served on you in accordance with section 137A of the Housing Act 1996 that on ceasing to be an Introductory Tenancy, your tenancy will be a Flexible Tenancy under the Housing Act 1985.

## Types of tenancy

### Introductory Tenancy

The purpose of the Introductory Tenancy is:

- for you to get used to living in your home; and
- to enable us to decide whether you are able to sustain a long-term tenancy without breaching its terms; and
- for you to decide if you would like a long-term tenancy with us.

We aim to use the Introductory Tenancy together with a range of other measures to help us tackle breaches of tenancy such as:

- anti-social behaviour
- non-payment of rent
- damage to property

An introductory tenancy is a less secure form of tenure than a Flexible Tenancy. This means that it is easier for us to obtain an order from the court for possession of your home.

You will also have fewer rights than a Flexible Tenant whilst you are an Introductory Tenant.

Your Introductory Tenancy will last for a 12 month trial period. If you conduct your tenancy agreement to our satisfaction and we do not notify you that we intend to end your tenancy agreement, then your tenancy will become a Flexible Tenancy for a fixed term of 5 years at the end of the qualifying period (which is normally 12 months but can be extended by us for a further period of 6 months). If we decide to extend your Introductory Tenancy we will serve notice on you, setting out our reasons for doing so. You have the right to ask us to review our decision to extend the trial period of your Introductory Tenancy.

### Flexible Tenancy

If your tenancy becomes a Flexible Tenancy at the end of the trial period, this means that your tenancy will last for a fixed term of 5 years. You have the right to remain in your home until the end of the fixed term unless you breach the terms and conditions of the Flexible Tenancy and we obtain an order for possession of your home.

At the end of the 5 years, you will either be asked to move out or we will grant you a new tenancy depending on your circumstances at the time and the way you have conducted the tenancy. If we decide not to grant you another tenancy at the end of the fixed term we will give you at least 6 months' notice. You have the right to ask us to review our decision not to grant you another tenancy. If the decision to end your Flexible Tenancy is upheld, we will serve on you a notice requiring possession giving you at least 2 months' notice that possession of your home is required. If you remain in your home after the Flexible Tenancy ends we will take action to recover your home by asking the court to make an order for possession.

### **What happens to my tenancy if I breach the terms and conditions?**

If you do not keep to the terms and conditions of this tenancy we may seek a possession order to evict you.

Whilst the tenancy is an Introductory Tenancy, it is easier for us to obtain a possession order to evict you. If we do decide to apply to the court for a possession order, you have the right to ask us to review this decision.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us any questions if there is anything you don't understand. If you have any difficulties reading tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

### **Demoted Tenancy**

If your tenancy becomes a Flexible Tenancy at the end of the trial period and you, your family or your visitors engage in anti-social behaviour or use our home for an unlawful purpose, we may make an application to the Court for an order that your tenancy to be demoted from a Flexible tenancy. If your tenancy is demoted, your rights would be similar to those you had as an Introductory Tenant. The Demoted Tenancy will be a less secure form of tenure than the Flexible Tenancy. This means that it is easier for us to obtain an order from the court for possession of your home. You will also have fewer rights than under the Flexible Tenancy.

If you conduct your Demoted Tenancy to our satisfaction, and we do not notify you that we intend to end your Demoted Tenancy, then your tenancy will be automatically re-instated to a Flexible Tenancy 12 months after the date your tenancy was demoted.

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## Details of your tenancy agreement

### THIS AGREEMENT (the “Tenancy”) IS MADE BETWEEN:

**Landlord’s name:** Broxtowe Borough Council of Foster Avenue, Beeston, Nottingham, NG9 1AB (“we, “us” and “your landlord”). We are registered with the housing regulator, which is currently the Homes and Communities Agency but includes any body which takes over the functions of the Homes and Communities Agency (the “Housing Regulator”) under registration number 37UD.

AND

**Tenant(s)** .....  
**Full names:** ..... (“you”)

### PART 1: TERMS WHICH APPLY THROUGHOUT THE CONTINUANCE OF THIS TENANCY

#### 1. GENERAL TERMS:

1.1 You and we agree that if a word is in set out bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy.

1.2 **We** grant **you** a tenancy of your **Home** at:  
.....  
.....  
.....

on the terms and conditions set out in the **Tenancy** [with the **Contents**, listed in Schedule 3]. [Pictures of your Home are attached to this Tenancy at Appendix 2].

1.3 You must not allow more than ..... people to live in your Home.

1.4 The **Start Date** of this Tenancy is ..... On the Start Date this **Tenancy** is a weekly Introductory Tenancy within the meaning of the Housing Act 1996. This Tenancy will become a Flexible Tenancy for a term of 5 years within the meaning of the Housing Act 1985 if:

- 12 months have passed from the Start Date; and
- the conditions set out in Part 3 of this agreement for automatic conversion to an Flexible Tenancy are met.

- 1.5 We may extend the initial 12 month period of your Tenancy as an introductory tenant by an **Extension Period**. If we do so your Tenancy will stay an Introductory Tenancy for the duration of the Extension Period.
- 1.6 The **First Period** of the Tenancy will be from the Start Date to midnight on the following Sunday. **Second and subsequent periods** of the Tenancy are from week to week starting on a Monday immediately after the First Period, until it is ended or the Tenancy has converted to a Flexible Tenancy in the way set out above at clause 1.4.

### **Rent payments**

- 1.7 Your **Rent** is made up of **Net Rent**, **Service Charge** and **Other Charges** added together which at the Start Date are:

Net Rent £.....;

**Benefit Eligible Service Charge** £.....;

**Non-Benefit Eligible Service Charge** £.....;

Total Service Charge £.....;

Other Charges £.....

**Total weekly Rent** £

The Rent for the **First Period** will be a proportionate amount of the Rent and is due on the Start Date. Thereafter the Rent is due weekly in advance and is payable on a Monday and preferably by way of direct debit if this method of payment is available to you by us. If we let you pay at a different frequency (e.g. monthly in advance), you must pay on the agreed dates.

Your Rent is payable for 48 weeks of the year and will be calculated so there are four Rent free weeks when you do not have to pay your Rent. This does not alter the amount you pay over one year. You are not expected to pay Rent during Rent free weeks unless you are in arrears of Rent or you are subject to an agreed payment plan or Court Order.

A copy of our rent setting policy is available on request.

**Please note that the above amounts are subject to change in the way set out in this Tenancy.**

**\* insert or delete as appropriate**

### **Former Occupancy Debts**

- 1.8 If this paragraph is completed, it means that this is an exceptional case and we have allowed you to:

- remain in occupation of your Home under a new Tenancy; or
- move into your Home

even though you have **Former Occupancy Debts** arising:

- under a previous occupancy of your Home; or
- from another [insert RP name], property

which you must now pay.

1.9 You agree that as at .....\* being the date the occupancy of.....\* ended there were Former Occupancy Debts of £.....\*

1.10 You agree that you will pay the Former Occupancy Debts:-

- ☐ immediately
- ☐ at the rate of £ \_\_\_\_\_ per week until they are paid in full, the first payment to be made on or before \_\_\_\_\_

FOR STAFF USE ONLY

NB Please tick which sentence applies and delete the one that does not

1.11 You agree that the Former Tenancy Debts are part of the Rent due on your Home.

1.12 You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Net Rent, Service Charge and Other Charges arising under this Tenancy.

### **Services**

1.13 We will provide you with the **Services** listed in Schedule 2 for which you pay the Service Charge.

### **Other Services**

1.14 If we provide you with any **Other Services** they are listed below for which you will pay the Other Charges.

- ☐ **[Electric Charge?]** £....
- ☐ £....
- ☐ £....



### **Gifted Items**

- 1.15 If we provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Tenancy. We are not responsible for any **Works** needed to the gifted items.

### **Members of your household**

- 1.16 You have confirmed that the following people are the **members of your household** living in your Home:

<b>First names(s)</b>	<b>Surname</b>	<b>Date of Birth</b>	<b>Sex M/F</b>	<b>Relationship to you</b>	<b>Immigration Status</b>	<b>Date of Check</b>
<b>[tenant]</b>						

- 1.17 You agree to:

- notify us immediately if during the Tenancy the immigration status of any of the members of your household changes from that recorded in the above schedule
- notify us immediately if during the Tenancy any of the members of your household moves out of your Home or if there are new additional members of your household that are not recorded in the above schedule
- not to permit anyone other than the members of your household to occupy your Home without our prior written consent.

Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out **Right to Rent Checks** or similar checks against ALL adults living in your Home.

Before signing this Tenancy I/we have been requested to read, and I/we understand the terms in this Tenancy, which includes the terms set out below and I/we confirm I/we have done so.

.....Dated.....

.....

**NAME IN CAPITALS**

.....Dated.....

NAME IN CAPITALS

**Signed by the tenant(s)** [If there is more than one tenant then each of you must sign].

..... Dated.....

**Signed by and on behalf of your landlord**

2. **YOU AND WE AGREE:**

**Energy Efficiency Payments**

2.1 That:

- you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- you may use any electricity and/or heat generated by any Energy Efficiency System.

**Reserved rights**

2.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
- the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold

- the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause
- the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the Grid, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- the right to support and protection for the Energy Efficiency System from the Property and the Building.

### **Third Parties**

- 2.3 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy. You and/or your landlord may vary or end this Tenancy without being required to obtain the consent of any other person.

### **Rent review**

- 2.4 Unless you agree a Rent increase with us the Rent may be increased or decreased in the following way:

#### **Rent Review**

- (a) the Rent will be reviewed at the **Rent Review** in accordance with our rent policy from time to time in force;
- (b) we will give you at least four weeks' written notice of a Rent Review; and
- (c) the **Reviewed Rent** will be set out in the notice and will become payable on the date set out in the notice.

#### **Other Service Charge/Other Charges Review**

The Service Charge and/or Other Charges may also be changed at any time if there is a **Service Charge Review** or an **Other Charges Review**.

We will give you at least 4 weeks' written notice of any Service Charge Review and/or Other Charges Review; and the amount of any **Reviewed Service Charge** and/or **Reviewed Other Charges** you have to pay will be set out in the notice and will become payable on the date set out in the notice.

#### **Replacement fund**

We may include in the amount of Service Charge a sum of money to be kept towards replacement of any item used in connection with the provision of a Service

## Other changes to the Rent

We may also increase your Rent on four weeks' written notice to you in accordance with any policy we have in place dealing with higher-income earning households. You will be required to co-operate with us to provide financial records and information as detailed in our policy, which may include notifying us of any change to the income of the members of your household. Failure to co-operate may result in an increase in your Rent to a full market rent.

## Service of Notices

### **To serve a notice on you**

- 2.5 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home.

### **To serve a notice on us**

- 2.6 You can serve any notice on us if you send or deliver it to us at the address on page 5 of this Tenancy.

## Other information

- 2.7 We are subject to any guidance on housing management practice issued by the **Housing Regulator** with the approval of the Secretary of State.

## Data Protection, fraud and other matters

- 2.8 The Data Protection Act 1998 (including any amendments made) (the "DPA 1998") and our own policies on confidentiality apply to this Tenancy and your right to access personal information.
- 2.9 We are a data controller under the Data Protection Act 1998 and are registered with the Information Commissioner's Office under **[insert registration number]**.
- 2.10 If at any time you wish to find out what information we hold about you or you wish to alter or remove any information we may hold about you, you may apply to do so in writing to our address on page 5 of this Tenancy. We will usually provide the information as long as it has not been provided to us in confidence by a third party. You may be charged a reasonable administration fee by us for making this information available to you.
- 2.11 You agree that we may
- disclose specific and relevant information where required by law, with law enforcement and government agencies where we are legally required to do so. Examples may include:
    - the arrest or the prosecution of offenders

- the assessment or collection of tax or duty owed to HM Revenue Customs and Excise
- in connection with legal proceedings
- in relation to physical or mental health of an individual, where disclosure is required to protect them or others from serious harm and to protect their vital interests
- research and statistical purposes
- the prevention and detection of crime, community disorder or fraud. This may involve us taking part in anti-fraud initiatives which compare information provided by other public bodies. We may also share this information for the same purposes with other organisations responsible for auditing or managing public funds
- share your information to support legitimate business needs. We do this to ensure that we can meet business needs and also meet health and safety obligations towards those delivering services on our behalf. This may include sharing information with (but is not limited to), contractors and suppliers to enable them to carry out duties on our behalf or to meet our contractual obligations, such as repairs. We will ensure that the third party supplier has the appropriate safeguards to protect your data in accordance with the DPA 1998 and only process data on our instructions
- disclose your name to any utility suppliers for your home in order to ensure any charges for utilities for your home are directed properly. We may also disclose your personal address to any utility suppliers for your home if after the Tenancy has come to an end:
  - you have not paid to the utility supplier any utility charges for your home which were your responsibility
  - there is money owed to you by the utility supplier relating to your home
- if after your Tenancy has come to an end you leave your home without paying the rent up until the end of the Tenancy, disclose your details to a tracing agent or debt collection company to help recover these arrears from you
- use any personal information you have provided and that we may run credit reports and other verification checks to establish the financial status, immigration status and identification of the members of your household in order to establish the income of your household.

### **Our consent**

- 2.12 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 2.13 Any such consent given by us under this Tenancy may:
- have reasonable conditions attached to it which you must comply with;

- be limited to a specific time period; and
- be withdrawn by us on reasonable grounds by giving you written notice.

## **OUR OBLIGATIONS:**

### **3. WE AGREE:**

#### **Possession: letting you into your Home**

- 3.1 To give you possession of your Home at the start of the Tenancy.

#### **Right to occupy: allowing you to live in your Home**

- 3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home.

#### **Insurance: What we will insure**

- 3.3 To insure the structure of your Home and any Energy Efficiency System (but not [the Contents] fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

#### **Repair of installations: Repairing drains, pipes and similar things**

- 3.4 We will:
- keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:
    - water;
    - gas;
    - electricity; and
    - sanitation (including basins, sinks, baths and sanitary conveniences),
 but no other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and
  - keep in repair and proper working order the installations in your Home for space heating and heating water.

#### **Repair of structure and exterior of your Home:**

- 3.5 We will keep in repair the structure and exterior of your Home including:
- drains, gutters and external pipes;
  - the roof, outside walls and external doors and frames;
  - chimneys, chimney stacks and flues;

- windows, window catches, windowsills and frames;
- internal walls, floors and ceilings; and
- any Energy Efficiency System.

### **Repair of common parts: Repairing items in Communal Areas**

3.6 That if your Home is a flat or maisonette, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, to keep in repair and proper working order the installations for the supply of:

- water;
- gas;
- electricity;
- sanitation;
- space heating;
- water heating,

in any part of the Building and to keep in repair all Communal Areas including:

- entrances;
- hallways;
- stairways;
- lifts;
- passageways;
- electric lighting.

### **Repairs we are not responsible for**

3.7 We are not responsible for any Works needed to your Home and/or the Property **[and/or the Contents]** and/or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the members of your household and/or your visitors and/or **Pets**.

### **YOUR OBLIGATIONS**

#### **4. YOU AGREE:**

##### **Living in the Property**

- 4.1 To move into the Property at the start of the Tenancy and occupy your Home as your only or principal home and to accept it in its current state of decoration at the start of the Tenancy.
- 4.2 To tell us as soon as possible if you will be away from your Home for more than 28 days in a row. You must make sure that your Home will be looked after and secured while you are away and provide us with your contact details

or the contact details of someone else who can deal with an emergency on your behalf. You must ensure your Rent is paid whilst you are away.

### **Rent**

- 4.3 To pay the Rent when it is due in advance.
- 4.4 If you are a joint tenant, you are all jointly and severally responsible for paying the Rent. This means that you and are all responsible for the Rent including any arrears. We can recover any Rent arrears due for your Home from any one of you. So if one of you leaves the Property, those of you that remain are responsible for paying the Rent including any arrears that may still be owed.

### **Benefit**

- 4.5 To be responsible to find out if you are eligible for **Benefit** to pay some or all of your Rent and to make the application and any renewal application.
- 4.6 If you are entitled to receive Benefit, you will (if legally permitted to do so):
- request in writing that the relevant agency pay the Benefit direct to us
  - agree to give us permission to approach the relevant agency to discuss your claim.
- 4.7 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable we may reclaim this from you.

### **Outgoings**

- 4.8 To pay all bills for the Property for which you are responsible (such as Council Tax, electric, gas and water charges).

### **Overcrowding**

- 4.9 Not to allow more than the number of people set out at clause 1.3 of this Tenancy to occupy the Property.

### **Driveway and paths and other structures**

- 4.10 To keep any driveway, allocated parking space, garage, outbuilding, path or pathway, which is your responsibility and that forms part of the Property, well maintained and in a good condition.

### **Gardens**

- 4.11 **To:**



- keep any **Garden**, shed, store, pond, greenhouse, fence, wall, or other structure, which is your responsibility and that forms part of the Property, well-maintained and in a good condition. You must ensure that any trees and hedges:
  - are maintained to a reasonable height and condition
  - do not grow onto or cause damage to any other property on the **Estate**; and
  - do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
- ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the Garden or in Communal Areas other than in designated bins; and
- not remove any tree, hedge, fence or wall from the Garden, the Communal Areas or the Estate, without first getting our written consent; and
- not install any shed, greenhouse, garage, aviary, cage or similar structure in the Garden or on the Estate without first getting our written consent any planning permission or any other permissions that may be needed; and
- be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

#### **Use of the Property**

- 4.12 That neither the members of your household nor your visitors, shall operate a business or any other commercial activity at the Property or in the Building or on the Estate without first getting our written consent and any planning permission or any other permissions that may be needed.
- 4.13 That neither the members of your household nor your visitors, shall:
- keep or store hypodermic needles or syringes at the Property and/or the Building other than in the correct container; or
  - discard hypodermic needles or syringes anywhere in the Building and/or on the Estate.
- 4.14 That neither the members of your household nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.
- 4.15 That neither the members of your household nor your visitors shall use or threaten to use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- storing or distributing racist material or illegal pornography;
- prostitution;
- storing, possessing and/or handling stolen goods;
- storing, and/or possessing illegal or unlicensed firearms and/or weapons.

### **Signs**

- 4.16 That neither the members of your household nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our written consent.

### **Nuisance: What you, your friends and family must not do and whose behaviour you must control**

- 4.17 That the members of your household or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- other tenants of properties on the Estate; and/or
- any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
- any of our staff or contractors.

- 4.18 To be responsible for the behaviour of:

- any person, including children and lodgers living in and/or visiting the Property; and/or
- any Pet belonging to the members of your household or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing

furniture, banging and slamming of doors and disturbance from do-it-yourself works;

- selling drugs;
- using abusive and/or offensive language;
- throwing dirt, rubbish or other refuse out of the windows or from any balcony, landing, corridor or roof at the Property and/or the Building;
- throwing any object out of the windows or from any balcony, landing, corridor or roof at the Property and/or Building which is capable of causing nuisance, annoyance, injury or harm to someone;
- banging a ball repeatedly against someone else's property
- vandalising property;
- being violent or threatening violence towards someone in person or via social media.

**Harassment: bullying, pestering and upsetting other people**

4.19 That the members of your household or your visitors, will not:

- harass or threaten to harass any person (to include harassment by way of social media) for any reason, including (but not limited to) harassing someone on any of the following grounds:
  - race
  - colour
  - age
  - religion
  - sexual orientation
  - physical and/or mental disability
  - marriage and civil partnership
  - sex
  - culture
  - ability
  - lifestyle
  - pregnancy/ maternity
  - belief
  - gender reassignment
- and
- do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
  - any other tenant or a member of his/her household or their visitors;
  - an adjoining occupier;
  - our staff or contractors;
  - any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.

**Domestic violence: Violence towards your household or people who used to live with you**

4.20 That the members of your household or your visitors, will not be, or threaten to be, violent and/or abusive towards:

- any other lawful occupier; and/or
- any current or former partners; and/or
- their friends and/or family,

in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.

**Access: When you must let us into the Property**

4.21 To allow us, our employees, agents and/or contractors:

- immediate access to the Property in an emergency; and
- on giving 24 hours' notice, access to the Property even if there is no emergency to:
  - carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
  - carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property **[and/or the Contents]** and/or any Energy Efficiency System);
  - carry out any Works to the Property, the Energy Efficiency System, **[the Contents]** or any adjoining homes or to the Building and/or Estate;
  - provide any Services and/or Other Services under this Tenancy.

4.22 That if:

- we agree an appointment date with you to carry out any of our obligations under this Tenancy or imposed by law; and
- you do not allow access to us, our employees, agents and/or contractor on that date; then
- you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within 28 days of us requesting payment from you.

**Pets**

4.23 Not to keep any Pets in your Home, the Property and/or on the Estate without first getting our written consent. We may refuse consent in the following circumstances:

(a) where you are asking for permission to keep a cat or a dog where your Home:

- is a flat or maisonette with a shared or communal entrance; or
- does not include a private garden; or
- is designated as an older person's property and part of a Retirement Living scheme

unless it is an assistance dog to support a disability such as a "guide dog" for the blind or a "hearing dog" for the deaf;

(b) where a dog is prohibited under the Dangerous Dogs Act 1991 or classified as dangerous under the Dangerous Wild Animals Act 1976;

(c) any other circumstances which we consider are reasonable to refuse our consent.

4.24 If we give you consent to keep a Pet in your Home and/or the Property, you agree:

- that the Pet will be kept under control at all times
- that the Pet will not cause nuisance or annoyance, harm or damage to any other person or property
- not to mistreat or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare
- not to leave the Pet unattended for long periods of time
- that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area
- not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed.

#### **Communal Areas and facilities**

4.25 That the members of your household or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service for which you pay a Service Charge any Communal Areas must still be kept tidy.

4.26 That the members of your household will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.

4.27 That neither the members of your household nor your visitors will use the electrical power points in the Communal Areas and/or the Building for your

own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.

- 4.28 Not to cultivate or alter any **Communal Gardens** without first getting our written consent.

### **Vehicles**

- 4.29 Not to park any van (under 5.5 metres long), motor car, motor cycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked:
- in any private garage granted as part of the Property (if any);
  - any designated parking space (where these exist) that we have given you specific or indirect or unstated consent to use; or
  - in any shared car park (where these exist).
- 4.30 That the members of your household or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 4.31 Not to park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our written consent.
- 4.32 That neither the members of your household nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our written consent.

### **Damage, Maintenance and Decoration**

- 4.33 That you are responsible for Works required to the Property, **[the Contents]**, any Energy Efficiency System, the Building and/or the Estate which are not our responsibility and/or result from any damage or neglect caused by the members of your household and/or your visitors and/or Pets.

Examples of Works required to the Property, that are your responsibility include but are not limited to:

- chimney sweeping
- replacing electric fuses and plugs
- replacing lost or damaged keys
- replacing light bulbs
- replacing waste plugs and chains to sinks, baths and wash hand basins
- repairing minor cracks to plaster
- re-pressurising your boiler

- easing doors over carpets
- resetting fuses if they blow due to an appliance/light bulb fault
- blocked waste pipes to sinks, baths, showers or wash basins
- testing smoke detectors and carbon monoxide detectors weekly
- keeping electric or gas appliances that are your responsibility well maintained and where any such appliance is subject to product recall advice, to adhere to such advice.

4.34 That the members of your household, your visitors or your Pets will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire or explosive materials) to the Property, **[the Contents]**, any Energy Efficiency System the Building and/or the Estate.

4.35 To keep the Property **[and the Contents]** in a good and clean condition and to decorate inside your Home as often as is necessary to keep it in reasonable decorative order.

#### **[The Contents]**

4.36 That the members of your household or your visitors will not:

- sell, rent or give away the Contents
- damage , vandalise or destroy the Contents; and or
- remove the Contents (if any) from the Property without first seeking our written consent.]

#### **Interference**

4.37 That the members of your household or your visitors will not tamper with and/or damage:

- security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed circuit systems); and/or
- anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
- equipment used for ventilation; and/or
- any Energy Efficiency System

in the Property, the Building, or the Estate.

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### **Reporting repairs: Telling us about any repairs we need to do**

- 4.38 To report to us promptly anything which is in disrepair including any Energy Efficiency System **[and the Contents]** which is our responsibility to repair.

### **Improvements, alterations and additions**

- 4.39 Not to make any **improvements** to the Property, **[the Contents]**, any Energy Efficiency System, the Building and/or the Estate, without first getting our written consent and any planning permission or any other permissions that may be needed.

### **Health and Safety**

- 4.40 Not to bring into or keep anything (including substances) in the Property the Building and/or on the Estate which may or is likely to cause an explosion including (but not limited to) petrol, paraffin or bottled gas.
- 4.41 To protect your and other residents' safety and security by:
- complying with any health and safety or fire instructions relating to the Building and/or Communal Areas;
  - closing external, safety and fire doors in and to the Building; and
  - controlling and not lending out any key or fob to any Communal Areas or letting unauthorised visitors or visitors on official business at the Building without the appropriate identification into the Building
- 4.42 That the members of your household or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Property or on any Communal Areas and/or on the Estate.

### **Failure to carry out Works**

- 4.43 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- carry out the Works to put right your breach; or
  - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard.

If we carry out Works to put right your breach because:

- Works you have done in response to a notice from us are not to a reasonable standard; or
- you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or

- we have decided to carry out the Works to put right your breach

you shall pay to us our reasonable costs of doing so within one month of us requesting payment from you.

This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:

- maintaining any driveway, paths and other structures forming part of the Property (clause 4.10)
- maintaining your Garden and any trees in your Garden (clause 4.11)
- undertaking repairs, maintenance and decoration that are your responsibility (clause 4.33 and 4.35)
- repairing any damage caused that you are responsible for repairing (clauses 4.33, 4.34, 4.36 and 4.37)
- undertaking any unauthorised improvements (clause 4.39)
- **[looking after the Contents (clause 4.36)]**
- removing items from and cleaning the Building and/or Communal Areas clauses 4.25, 4.26 and 4.42)
- your parking obligations (clause 4.29 to 4.32) (such Works may include removing your vehicle.)

#### **Title and Planning**

- 4.44 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

#### **Temporary vacation of your home for Works**

- 4.45 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the members of your household remain in the Property, then you agree that the members of your household will:
- move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging

alternative and temporary accommodation for the members of your household; and

- move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

### **Moving out**

4.46 That on the date which this Tenancy ends (or on the following working day if your Tenancy ends on a weekend or a bank holiday) in accordance with clauses 7, 8, 12 or 13 of this Tenancy:

- the members of your household will move out and not leave anyone else and/or any Pets in the Property
- you will return the keys (and where applicable all the door entry fobs) to the Property to us by 10:00am; or
- you will leave the Property [the Contents] any Energy Efficiency System and our fixtures and fittings, in a clean and good condition
- [you will leave the Contents in the Property]
- you will leave the Energy Efficiency System at the Property
- you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property including clearing the loft, sheds, outbuildings, greenhouses and any other structures of items and rubbish.

4.47 That if you do not return the keys (and where applicable all the door entry fobs) by 10.00am on the day this Tenancy ends (or on the following working day if your Tenancy ends on a weekend or a bank holiday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within 28 days of us requesting payment from you.

4.48 That on the day this Tenancy ends, if you do not:

- remove all personal possessions (including Pets) and rubbish
- leave the Property (including our fixtures and fittings) [and the Contents] and the Energy Efficiency System in a clean and good condition
- [leave the Contents in the Property]
- leave the Energy Efficiency System at the Property

you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within 28 days of us requesting payment from you.

- 4.49 That if you do leave any personal possessions at the Property after this Tenancy ends, we may dispose of them after taking reasonable steps to tell you, and then charge you for doing this. We are entitled (but not obliged) to sell anything left behind by you. If you owe us Rent or other sums of money under this Tenancy, we can set proceeds of sale off against your arrears. Otherwise, you will be entitled to any proceeds of sale less our costs of arranging to sell the belongings. If you do not collect the proceeds within 6 weeks of us writing to your last known address to tell you, we may use the proceeds for our own purposes.
- 4.50 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within 28 days of us requesting payment from you.
- 4.51 That if on the day this Tenancy ends your Rent account is in credit, we may set off the credit amount against any other sums owing to us under this Tenancy.

## **PART 2: OTHER TERMS WHICH APPLY WHILST THIS TENANCY REMAINS AN INTRODUCTORY TENANCY**

### **5. YOU AND WE AGREE:**

#### **Changing the Terms of this Tenancy**

- 5.1 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:
- (a) the written agreement of you and us; or
  - (b) by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. This means that we will:
    - (i) write to you to set out the changes to the Tenancy we wish to make;
    - (ii) give you a reasonable period of time to make written representations to us about the changes;
    - (iii) consider any written representations made by you; and
    - (iv) send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least one month after the notice of variation is sent.

#### **Refusing any New Terms**

- 5.2 If you do not want to continue the Tenancy with the **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Varied Terms of Tenancy take effect.
- 5.3 The Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 5.2 above.

### **6. YOUR OBLIGATIONS**

#### **YOU AGREE:**

#### **Assignment**

- 6.1 Not to assign the whole or any part of the Property except in the circumstances permitted by section 134 of the Housing Act 1996, which are where:
- you are required to do so by a court order; or
  - the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment.

## **Lodgers and sub-letting**

- 6.2 Not to take in a lodger.
- 6.3 Not to part with possession or sub-let (including granting any holiday lettings) the whole or any part of your Home or the Property.

## **7. HOW YOU MAY END YOUR TENANCY**

### **YOU AGREE:**

#### **Ending your Tenancy**

- 7.1 To:
- give us at least 4 weeks' written notice, ending on a Sunday, that you want to end this Tenancy; and
  - allow us with or without prospective tenants to inspect the **Property [and the Contents]** and any Energy Efficiency System before the 4 week notice period ends; and
  - if you leave before 4 weeks' notice has been given, to pay the Rent as if you had given 4 weeks' notice.
- 7.2 To give us possession of the Property at the end of the Tenancy.

We prefer you to give notice by using a Notice to Quit Form. You can get one at any of our offices or from our website. If you are a joint tenant, a Notice to Quit signed by one tenant will end the Tenancy even if the other tenant objects.

## **8. HOW WE MAY END YOUR TENANCY**

### **YOU AND WE AGREE:**

- 8.1 So long as the Tenancy remains an Introductory Tenancy we can bring it to an end by getting a Court Order for possession by serving notice on you under section 128 of the Housing Act 1996, in which case we must give you at least 4 weeks' notice, ending on a Sunday.
- 8.2 If this Tenancy stops being an Introductory Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you Notice To Quit.

### **PART 3: CONVERSION OF INTRODUCTORY TENANCY TO FLEXIBLE TENANCY**

#### **9. YOU AND WE AGREE:**

- 9.1 If 12 months or any Extension Period have passed from the Start Date and within those 12 months or any Extension Period we have not begun possession proceedings against you then we hereby serve notice on you under paragraph 2 of section 137A of the Housing Act 1996 that on the 12 month anniversary of the Start Date (or after any Extension Period) this Tenancy shall no longer be an Introductory Tenancy.
- 9.2 This means that as long as all the legal conditions for a Flexible Tenancy are met, this Tenancy will become a Flexible Tenancy for a term of 5 years beginning on that date and you hereby agree that this Flexible Tenancy shall be subject to the terms in Part 1 and Part 4 of this Tenancy.

### **PART 4: OTHER TERMS WHICH APPLY IF THIS TENANCY BECOMES AN FLEXIBLE TENANCY**

#### **10. YOU AND WE AGREE:**

##### **Varying the Services and Other Services**

- 10.1 We may, after consulting with you, add to, increase, decrease remove, reduce or vary the Services and/or Other Services that are provided to you, as long as we follow the procedure set out in this Tenancy and as long as such variation is necessary for the better management of the Property or the Estate.

The Services and/or Other Services provided by us can be added to, increased, decreased, removed, reduced or varied by either:-

(a) the written agreement of you and us; or

(b) by us, after we have:

- (i) written to you setting out the addition, increase, decrease, removal, reduction or variation to the Services and/or Other Services we wish to make;
- (ii) given you a reasonable period of time to make written representations to us about the addition, increase, decrease, removal, reduction or variation to the Services and/or Other Services;
- (iii) considered any written representations made by you; and
- (iv) sent a notice of variation of the Services and/or Other Services to you setting out the **New Services** and stating the date on which the New Services will take effect. The New Services shall not take effect until at least one month after the notice of variation is sent.

### **Refusing any New Services**

- 10.2 If you do not want to continue the Tenancy with any **Varied Services**, you have the right to end the Tenancy by writing to us before the Varied Services take effect stating:-

(a) you wish to end the Tenancy on or before the Varied Services take effect; and

(b) the date on which the Tenancy is to end.

You do not have the right to continue the Tenancy without the Varied Services taking effect.

### **Changing the terms of this Tenancy**

- 10.3 Apart from any changes in the amount of Rent, the Services and/or Other Services, the terms of this Tenancy can only be changed by the written agreement of you and us.

### **End of Fixed Term**

- 10.4 That we will contact you towards the end of the fixed term to review your circumstances. You agree to provide us with all relevant information that we reasonably request.

- 10.5 That not less than 6 months before the expiry of the fixed term, we will send you a notice stating whether or not we will grant you a new tenancy or if we will seek possession of the Property. You will have the right to request a review of any decision to seek possession.

## **11. YOUR OBLIGATIONS**

### **YOU AGREE:**

#### **Assignment**

- 11.1 Not to assign the whole or any part of the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985 which are where:

(a) you are required to do so by a court order; or

(b) the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or

(c) you have first obtained our written consent to transfer this Tenancy (by assignment) to another tenant by way of a mutual exchange.

### **Lodgers and sub-letting**



- 11.2 Not to take in a lodger or part with possession or sublet (including granting any holiday lettings), any part of your Home or the Property without first getting our written consent.
- 11.3 Not to part with possession or sub-let (including granting any holiday lettings) the whole of your Home or the Property.

## **12. HOW YOU MAY END YOUR TENANCY**

### **YOU AGREE:**

- 12.1 To give us at least 4 weeks' written notice, specifying the date that you want to end the Tenancy, beginning on the date on which the notice is served on us.
- 12.2 That the Tenancy will end on the date specified in the notice unless:
- the Rent shall remain unpaid, wholly or in part for 14 days after becoming due, whether formally demanded or not; or
  - you have breached any other material term of the Tenancy.
- 12.3 To:
- allow us with or without prospective tenants to inspect the Property **[and the Contents]** and any Energy Efficiency System before the 4 week notice period ends; and
  - if you leave before 4 weeks' notice has been given, to pay the Rent as if you had given 4 weeks' notice.
- 12.4 To give us possession of the Property at the end of the Tenancy.

If you are a joint tenant, a notice served under clause 12.1 above requires the consent of all of you.

## **13. HOW WE MAY END YOUR TENANCY**

### **YOU AND WE AGREE:**

#### **Re-entry by us before the expiry of the fixed term**

- 13.1 The Tenancy can be ended by us before the expiry of the fixed term:
- (a) if:
- the Rent and other charges payable shall remain unpaid, wholly or in part for 14 days after becoming due, whether formally demanded or not;
  - if you do not or cease to use the Property as your only or principal home;

- any of the grounds for possession listed in Schedule 2 to the Housing Act 1985 applies

(b) by getting a court order for possession of the Property.

### **Termination by us on or after the expiry of the fixed term**

13.2 The Tenancy can be ended on or after the expiry of the fixed term by getting a court order for possession by either:

- (a) relying on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice); or
- (b) serving notice requiring possession on you under section 107D of the Housing Act 1985. We may do this if, in the last 6 months of the Tenancy, we have served you with a notice in accordance with clause 10.5 above, to confirm that we have decided not to offer you another fixed term tenancy. Any notice requiring possession will expire on or after the last day of the fixed term and will give you at least 2 months' notice that we are seeking possession of the Property.

### **Ending of Flexible Tenancy**

13.3 If this Tenancy stops being a Flexible Tenancy (because for example you stop living in the Property as your only or principal home), we can end this Tenancy by giving you 4 weeks' notice in writing in accordance with section 146 of the Law of Property Act 1925 and exercising our rights of re-entry and regaining possession.

## Schedule 1 - DEFINITIONS

You and us agree the following words shall have the following meanings:

<b>Benefit</b>	means housing benefit, Universal Credit or any alternative replacement scheme
<b>Benefit Eligible Services</b>	are the services eligible for Benefit which at the Start Date are listed in Part 1 of Schedule 2) we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
<b>Benefit Eligible Service Charge</b>	is the amount of money you pay to us for providing the Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Building</b>	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
<b>Communal Areas</b>	which includes shared communal areas such as (but is not limited to) any stairways, lifts, Communal Gardens, balconies, landings, wash rooms and parking areas
<b>Communal Gardens</b>	means any gardens or landscaped areas in the Communal Areas including any shrubbery and trees within it
<b>Contents</b>	means the furniture, furnishings, fixtures and other items listed in Schedule 2 of this Tenancy which are let with your Home under this Tenancy
<b>Energy Efficiency Payments</b>	Includes (but is not limited to) <ul style="list-style-type: none"> <li>any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments)</li> <li>any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System</li> <li>any revenue generated in relation to the Energy Efficiency System</li> </ul>
<b>Energy Efficiency System</b>	means any <ul style="list-style-type: none"> <li>low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and</li> <li>renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with</li> <li>any invertors, meters, monitoring equipment, cabling and other associated media and works; and</li> <li>any addition or replacement,</li> <li>that we, or a third party with our permission, may install</li> </ul>
<b>Estate</b>	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
<b>Extension Period</b>	means a period of 6 months
<b>Former Occupancy Debts</b>	means rent arrears or other debts or charges owing from a previous occupancy of the Property including clearance charges or from another property owned by us or from another Registered Provider of Social Housing
<b>First Period</b>	means the period of time from Start Date to midnight on the following Sunday
<b>Flexible Tenancy</b>	means a flexible tenancy agreement granted for a fixed term of 5 years in accordance with the Housing Act 1985
<b>Garden</b>	means any garden which is included within the boundary of the Property and let under this Tenancy including any shrubbery and trees within it
<b>gifted items</b>	means any electrical items, outbuildings, soft furnishing or other items gifted to you on the Start Date as listed in Schedule 4 of this tenancy. We are not responsible for any Works needed to any gifted items
<b>Grid</b>	means any distribution system for electricity and/or gas in England as operated

	by persons licenced by Ofgem
<b>Home</b>	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause 1.2 of this Tenancy
<b>Housing Regulator</b>	Means the Homes and Communities Agency, or any replacement body or bodies which regulate social housing or takes over the current functions of the Homes and Communities Agency
<b>improvements</b>	means any improvements, alterations or additions including (but not limited to): <ul style="list-style-type: none"> <li>• installing central heating or a gas fire;</li> <li>• putting up any radio or television aerial, satellite dish, alarm, camera or CCTV;</li> <li>• removal of floor tiles;</li> <li>• installing laminate flooring;</li> <li>• installing a shower</li> <li>• replacing kitchens/bathrooms</li> </ul>
<b>Introductory Tenancy</b>	means an introductory tenancy agreement granted in accordance with the Housing Act 1996
<b>members of your household</b>	means the people that that will be living in your Home including you, who at the Start Date are listed in the schedule at clause 1.16
<b>Net Rent</b>	means the amount of money you have to pay to us on a regular basis to live in your Home. The amount of Net Rent you pay may be increased or decreased from time to time in accordance with this Tenancy
<b>New Terms</b>	are the changes we are making to the terms of this Tenancy
<b>New Services</b>	are the changes we are making to the Services and/or Other Services provided under this Tenancy
<b>Non-Benefit Eligible Services</b>	are the services not eligible for Benefit (which at the Start Date are listed in Part 2 of Schedule 2) and which we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
<b>Non-Benefit Eligible Service Charge</b>	is the amount of money you pay to us for providing the Non-Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Other Charges</b>	is the amount of money you pay to us for providing the Other Services set out in this Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Other Charges Review</b>	means the time when we will review and increase the Other Charges which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
<b>Other Services</b>	are the other services which at the Start Date are listed at clause 1.14 which we will provide to you under this Tenancy for which you pay the Other Charges
<b>Partner</b>	means your husband or wife, a person living with you as your husband or wife, your civil partner or a person living with you as your civil partner
<b>Period of Unauthorised Occupation</b>	is any period after 10:00am on the day this Tenancy ends, which the members of your household and/or anyone authorised by you remain in occupation of the Property
<b>Pets</b>	includes but is not limited to any animal, bird, reptile, insect or fish
<b>Property</b>	means your Home including any fixtures and fittings owned by us (except the Contents) <u>and</u> if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or Garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
<b>Rent</b>	means the total of the Net Rent, Service Charge and Other Charges added together, which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
<b>Rent Review</b>	means the time when we will review and increase or decrease the Rent in accordance with our rent setting policy from time to time in force, which will normally be once a year
<b>Reviewed Other</b>	means the Other Charges as varied under this Tenancy at the Other Charges

<b>Charges</b>	Review
<b>Reviewed Rent</b>	means the Rent as varied under the Tenancy in accordance at the Rent Review
<b>Reviewed Service Charge</b>	means the Service Charge as varied under the Tenancy at the Service Charge Review
<b>Right to Rent Checks</b>	means the immigration status checks carried out by us to ensure that the members of your household have a legal right to be in the United Kingdom
<b>Second and Subsequent Periods</b>	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended or the Tenancy has converted to a Flexible Tenancy in the way set out above at clause 1.4
<b>Services</b>	are the Benefit Eligible Services and the Non Benefit Eligible Services which we will provide under this Tenancy for which you pay the Service Charge
<b>Service Charge</b>	is the total of the Benefit Eligible Service Charge and the Non Benefit Eligible Charge and is the amount of money you pay to us for providing the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Service Charge Review</b>	means the time when we will review and increase the Service Charge if there is a change in the Services provided to you
<b>Start Date</b>	means the start date of this Tenancy as inserted at clause 1.4 of this Tenancy
<b>Tenancy</b>	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
<b>Terrorism</b>	includes (but is not limited to) any action which is <ul style="list-style-type: none"> <li>• designed to influence the government or to intimidate the public or a section of the public; and</li> <li>• made for the purpose of advancing a political, religious or ideological cause; and</li> <li>• the action <ul style="list-style-type: none"> <li>○ involves serious violence against a person</li> <li>○ involves serious damage to property</li> <li>○ endangers a person's life, other than that of the person committing the action</li> <li>○ creates a serious risk to the health or safety of the public or a section of the public</li> <li>○ is designed to seriously interfere with or disrupt an electronic system</li> </ul> </li> </ul>
<b>Varied Services</b>	means the New Services
<b>Varied Terms of Tenancy</b>	means the New Terms
<b>Works</b>	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
<b>You</b>	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

## **Schedule 2 – THE SERVICES**

### **PART 1 – BENEFIT ELIGIBLE SERVICES**

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### **PART 2 – NON-BENEFIT ELIGIBLE SERVICES**

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**[Schedule 3 – THE CONTENTS**

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I/We agree that the Contents are listed above.

..... Dated.....

..... Dated.....

..... Dated.....

..... Dated.....

**Signed by the tenant(s)** [If there is more than one tenant then each of you must sign].

..... Dated.....

**Signed by and on behalf of your landlord]**

#### Schedule 4 – THE GIFTED ITEMS

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I/We agree that the Gifted Items are listed above.

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**Signed by the tenant(s)** [If there is more than one tenant then each of you must sign].

..... Dated.....

**Signed by and on behalf of your landlord]**



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## Appendix 2 – PICTURES OF YOUR HOME

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