



6 March 2018

Dear Sir/Madam

A meeting of the Housing Committee will be held on Wednesday, 14 March 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 - 3

The Committee is asked to confirm as a correct record the minutes of the meeting held on 17 January 2018.

4. MINUTES OF THE HOUSING PERFORMANCE GROUP

PAGES 4 - 6

The Committee is asked to note the minutes of the meeting held on 28 February 2018.

5. REFERENCES

5.1 Housing Performance Group – 5 December 2017
HOMES SERVICE REVIEW GROUP REPORT

PAGES 7 - 31

The Group was asked to determine the recommendations of the Homes Service Review Group made through its scrutiny review of the rechargeable works policy and ideas for income generation.

Focussing on the recommendations contained within the appendix to the report, the Group proposed that the third outcome in the first recommendation relating to the redesign of the rechargeable repairs leaflet be amended to read “People with additional support needs”.

RESOLVED that the actions mentioned in the appendix as ‘HMT approval required’ excluding refs number 8 and 9 be approved, subject to the amended wording agreed above, and **RECOMMENDED** to the Homes Services Review Group that further detailed consideration be given to refs 8 and 9 Before reporting back to the Housing Committee

5.2 Housing Performance Group – 5 December 2017
NEIGHBOURHOODS SERVICE REVIEW GROUP
REPORT

PAGES 32 - 46

The Group was asked to determine the recommendations of the Neighbourhoods Service Review Group made through its scrutiny review to set up a tenants incentive or loyalty scheme.

The Tenant Rewards leaflet was discussed and it was suggested that the colour of the leaflet take into consideration the needs of the partially sighted. It was also stated that uptake should be monitored.

RESOLVED that the implementation of ‘Marketing of Tenant Rewards’ be implemented for a trial period of twelve months and the performance review of ‘Tenants Rewards’ be approved and **RECOMMENDED** to the Housing Committee that the implementation of an incentive scheme for ‘Tenant Rewards’ be approved.

6. INDEPENDENT REVIEW OF RETIREMENT LIVING SERVICE PAGES 47 - 60
- To seek Committee approval to receive the Housing Quality Network report and commence consultation with staff and tenants on the preferred options.
7. HOSPITAL DISCHARGE PILOT SCHEME PAGE 61
- To inform the Committee about a Hospital Discharge Pilot Scheme that the Council is participating in.
8. LEASEHOLD MANAGEMENT POLICY PAGES 62 - 74
- To seek Committee approval for a new Leasehold Management Policy.
9. TENANCY MANAGEMENT POLICY PAGES 75 - 91
- To seek Committee approval for the new Tenancy Management Policy.
10. HOUSING REPAIRS POLICY PAGES 92 - 112
- To seek approval for a new Housing Repairs Policy.
11. UPDATED SECURE TENANCY AGREEMENT PAGES 113 - 119
- To seek Committee approval to commence the statutory process of introducing a new tenancy agreement for our existing secure tenants.
12. BUILDING MORE SOCIAL AND AFFORDABLE HOUSING IN BROXTOWE PAGES 120 - 137
- To propose a way forward to enable the building of more social and affordable housing more quickly in Broxtowe.
13. HOUSING REVENUE ACCOUNT – UPDATE TO BUSINESS PLAN MODEL PAGES 138 - 145
- To seek a recommendation to Council for approval of an updated Housing Revenue Account financial model to reflect the 2018/19 budget and changes that have taken place over the past year.

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

PAGES 146 - 151

To report progress against outcome targets identified in the Housing Business Plan, linked to Corporate Plan priorities and objectives, and to provide an update as to the latest key performance indicators for Housing.

15. WORK PROGRAMME

PAGE 152

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

HOUSING COMMITTEE
17 JANUARY 2018

Present: Councillor E Kerry, Chair

Councillors: S A Bagshaw
J Briggs
S J Carr
M J Crow
G Harvey
J W McGrath
J M Owen
J C Patrick
M Radulovic MBE
A W G A Stockwell

Apologies for absence were received from Councillors L A Ball BEM, R I Jackson and J Marsters.

26. **DECLARATIONS OF INTEREST**

Councillor E Kerry declared pecuniary interest in item 5 as he rented a Broxtowe Borough Council garage, minute 29 refers.

27. **MINUTES**

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

28. **ALLOCATIONS POLICY CONSULTATION**

The Committee reviewed the proposed draft allocations policy. The purpose of the allocations policy is to set out who can apply for social housing, how priority would be given to different applicants and how the housing register would be maintained. It was noted that the consultation would be extended to residents of the Borough and various departments within the Council.

RESOLVED that approval be given to begin consultation on a new Allocations Policy using the draft policy in the appendix.

29. **GARAGE RENT CHARGES**

The Committee noted the proposed increase in garage rents. It was reported that the proposed and previous increases in garage rent were to bring the Council in line with neighbouring authorities charges. Concern was raised regarding the condition of and occupancy rates of the Council's garages.

Members requested further information be provided on the current occupancy rates be provided to the Committee.

RESOLVED that the proposal to increase garage rent charges by CPI plus 1% commencing in April 2018, be approved.

(Having declared a pecuniary interest in the item Councillor E Kerry and left the meeting before discussion or voting thereon and Councillor A W G A Stockwell, Vice Chair, took the Chair for this item.)

30. HOMELESS REDUCTION ACT 2017

A report was considered by the Committee in relation to the Homeless Reduction Act 2017. It was reported that the Council were working with neighbouring authorities to ensure that the Homeless Reduction Act 2017 was implemented effectively. It was noted that Housing staff were to undertake training with a specialist consultant before the implementation of the Act. The Committee was informed that the Council were to receive an extra £58,000 in funding from central government to aid in the implementation of the Act.

31. NEW TENANCY AGREEMENT

The Committee received an updated on the proposed implementation of a new Tenancy Agreement. The proposed agreement outlines the conditions that all tenants must adhere and incorporates new legislation. The proposed changes in the tenancy conditions will only affect new tenants. The agreement would not affect existing secure tenants. A report would 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.

The proposed agreement has taken into account the comments from the members of the Residents Involvement Group. However, the Committee stressed the need for wider consultation to take place and further advertisement of the proposed changes be communicated as effectively as possible.

RESOLVED to adopt the proposed Tenancy Agreement for new tenants.

Following the vote Councillor S J Carr requested that his abstention be recorded within the minutes.

32. RENT ARREARS POLICY

An update was provided to the Committee in relation to revised Rent Arrears Policy. It was noted that the revised policy had been designed to work with the proposed new Tenancy Agreement for Broxtowe Borough Council tenants and universal credit. The revised Rent Arrears Policy would be implemented

in line with the introduction of the new agreement. Members queried as to whether the closure of the cash office in the north of the borough had had an impact on the Council collecting rent. It was report that there was no direct link to the increase of rent arrears to the closure of the cash office.

RESOLVED that the Rent Arrears Policy be approved.

33. GRENFELL RESPONSE UPDATE

The Committee noted the update on the Grenfell fire response. An external audit of a number of fire risk assessments led to recommendations for further work to address small breaches to compartmentalisation. A capital budget proposal for 2018/19 had 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.

34. BUSINESS PLANS AND FINANCIAL ESTIMATES 2018/19 – 2020/21

The Committee considered the business plans and financial estimates for 2018/19 – 2020/21. Members expressed concern that housing repairs requests had risen. The Committee noted that the increase is due to the a change in reporting methods and all requests being record and not just requests received directly to Housing department.

RESOLVED that the accordingly the attached Housing Business Plan, the detailed revenue budget estimates for 2018/19 (base) including any revenue development submissions, the capital programme for 2018/19 to 2020/21 and the fees and charges for 2018/19 be recommended to the Finance and Resources Committee.

HOUSING PERFORMANCE GROUP

MINUTES OF MEETING HELD ON

28 FEBRUARY 2018

NEW COUNCIL CHAMBER, TOWN HALL, BEESTON

Present:	R D McRae, Vice Chair in the Chair
Councillors:	E Cubley J C Goold G Harvey (substitute) J C Patrick A W G A Stockwell (substitute)
Tenants:	R D MacRae P Tillotson C Vincent
Officers:	Claire Reed (Tenant Participation Co-ordinator) Richard Smith (Neighbourhood Services Manager) Rachel Davis (Tenancy and Estates Manager)

Apologies for absence were received from Councillors L A Ball, E Kerry and J K Marsters.

15. **APPOINTMENT OF VICE-CHAIR**

RESOLVED that R D MacRae be appointed Vice Chair of the Working Group.

16. **DECLARATIONS**

There were no declarations of interest.

17. **MINUTES**

The minutes of the meeting held on 5 December 2017 were agreed as a correct record.

There followed a matter arising from the minutes concerning the recommendation made on item 5 of the agenda, Home Service Review Group Report, minute 11 refers. To recommend action 8, increase income by offering gas servicing to employees and members, and action 9, increase income by offering gas servicing, legionella checking and electrical testing to private sector landlords, more detailed reports would have to be prepared for the Housing Committee to approve.

18. UPDATED SECURE TENANCY AGREEMENT

The Group was consulted on proposed changes to the secure tenancy agreement and the planned statutory consultation process.

There was a discussion as to whether it would be possible for the Housing Department to actually provide the additional charged services that were proposed in the agreement, such as gardening or cleaning for communal areas. It was noted that these had been included in the agreement in order to future proof the document. There was still concern that there would not be any resource for this type of income generation activity.

Discussion progressed on to what type of powers the authority had to take enforcement action against residents who did not tidy communal areas. It was noted that any reports of neglect of communal areas should be reported to Housing Officers so that action could be taken. It was policy to give tenants a chance to clean communal areas, then to take enforcement action, the basis for which was the tenancy agreement. It was noted that there were four Housing Officers for 3,500 properties meaning that a realistic approach to enforcement had to be taken. It was stated that the appointment of a Tenancy Inclusion Officer and a Rent Support Officer would take on more complex cases allowing Housing Officers to visit more residents. Garden inspections were discussed and it was noted that all gardens were inspected annually, with the dates of inspections published in advance so that residents and Councillors could attend.

Concern about the impact of Universal Credit on rent arrears was discussed in detail. It was noted that the Council could apply to have a tenant's rent paid directly, but this could be refused by the Department of Work and Pensions.

It was noted that rent was paid 48 weeks of the year and it was suggested that the four free weeks be moved to the four weeks after Christmas. This had been proven to reduce rent arrears in other authorities.

The consultation was discussed, and it was suggested that Community Action Team Meetings and monthly meetings at retirement living schemes were good opportunities to engage with residents.

RECOMMENDED to Housing Committee that the proposed changes to the secure tenancy agreement, draft statutory consultation plan and key changes summary document be approved.

19. DATES OF FUTURE MEETINGS

The Group noted that the dates for the next meetings were:

Tuesday, 22 May 2018

Wednesday, 5 September 2018

Tuesday, 6 November 2018

Tuesday, 18 December 2018.

It was suggested that Dave Wadsley, Modernisations Manager, attend a future meeting to discuss the Modernisations Programme, particularly in Retirement Living Schemes where there were issues with storage for mobility scooters.

20. ANY OTHER BUSINESS

Councillor R D MacRae thanked Housing officers for their work.

Councillor J C Patrick queried the relationship between the Resident Involvement Group and the Housing Performance Group and officers stated that, in future, RIG minutes would be presented at meetings of the HPG.

Report of the Chief Executive**HOMES SERVICE REVIEW GROUP REPORT****1. Purpose of report**

To ask the Housing Performance Group to determine the recommendations of the Homes Service Review Group made through its scrutiny review of the rechargeable works policy and ideas for income generation.

2. Background

The Homes & Communities Agency oversees the Regulatory Framework for Social Housing in England. It contains Consumer Standards with outcomes and specific expectations that local authorities are expected to achieve. Councillors who govern service delivery are responsible for meeting these standards and determining how this is done. The outcomes and expectations in the Tenant Involvement and Empowerment Standard include:

Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved with the:

- formulation of housing-related policies and strategic priorities
- making of decisions about how housing-related services are delivered, including the setting of service standards
- scrutiny of performance and the making of recommendations to their landlord about how performance might be improved

Registered providers shall support their tenants to develop and implement opportunities for involvement and empowerment by:

- The provision of timely and relevant performance information to support effective scrutiny by tenants in a form which is agreed with their tenants.
- Providing support to tenants to build their capacity to be more effectively involved.

Service Review Groups consist of tenants and service area lead officers who work in partnership to scrutinise and review the service, or part of the service, based on assessment of a range of information and make recommendations for improvements to ensure the provision of a high level service, which provides value for money to both service user and provider.

3. Detail

The appendix sets out the report of the Service Review Group, which sets out the scope of the review, information/evidence assessed to inform the review, the findings from the review, along with conclusions and recommendations.

4. Financial Implications

There are no anticipated financial implications as all recommendations can be accommodated within existing resources. However, should income generation proposals result in more than 5% additional workload, then the impact on existing resources will need to be reviewed.

Recommendation

The Housing Performance Group is asked to RESOLVE that the actions mentioned in the appendix as 'HMT approval required' be approved.

RECOMMEND to the Housing Committee that action number 9, 'increase income through offering services to local registered providers' be approved.



Homes Service Review Group
Service Review Report
29th October 2017

**Rechargeable repairs and income
generation**



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1. Acknowledgements

During this project, thanks need to be given to the following staff who assisted with work shadowing and data provision:

- Mick Smedley
- Luke Musto
- Richard Fairholme
- Debbie Jacks
- Laura Thornton
- Claire Reed

The project was also a success due to the dedicated and scrutiny provided by the following members of the Homes Service Review Group.

- Peter Chatfield
- Vic Perrett
- Pauline Tillotson
- Raymond Newham
- Kath Woods
- Joy Wilkinson
- Sarah Wilkinson
- Ken Soundy
- Ken Andrews
- Kit Vincent
- Kathy Burley

2. Introduction

During the joint annual meeting, various areas of service area were discussed for review. After the provision of data regarding the amount of recharges raised to residents, the Group decided they wished to look at this area of service delivery as it affected income generation, compliance with the tenancy agreement, budget management and linked to the desire to generate income and sell our services to others within the Housing Strategy.

3. Purpose of this Report

This report is intended to inform the Housing Department and the Council's Governing Structure of the service review outcome by providing details of the Service Review Group's findings and recommendations.

4. Scope of the Review

The review was conducted in line with the agreed Service Review Process, with the expectation of:

1. Analysing the extent of repairs due to their neglect / abuse or because of tenants' actions.
2. Determining ways to improve the amount of costs recovered due to the above.
3. Determine why many repair requests are not being recorded as chargeable.
4. Undertaking chargeable works upon tenancy commencement to assist residents when moving into a property.
5. Offering a chargeable works policy to leaseholders.
6. Offering a chargeable works to other Council departments.
7. Offering a chargeable service to private individuals

These objectives linked directly to the commercial agenda within the Housing Strategy. However, any reputable business should have a robust method of recording and recovering chargeable works, so this reviews ultimate aim was to ensure this was in place.

Group main objectives:

- To scrutinise repairs service delivery from receipt of the initial call requesting service delivery to completion of the work, to determine areas for improvement related to repairs reported that may be required due to tenant neglect or abuse.
- To establish ways of the repairs team increasing income generation through enhanced service provision.

5. Information / Evidence Informing Review

To enable an in-depth review of the service to be undertaken the following information, evidence and activities were made available to the group:

a. Performance Information

Budget information related to works charged to tenants and amounts recovered.

Repairs logged by the front and back office over a specific period of time.

b. Discussions With Officers

Debbie Jacks

Laura Thornton

Richard Fairholme

Mick Smedley

c. Reality Checks

Work-shadowing with contact centre
Work-shadowing with back office
On-site visits to void properties

d. Documents, Policies and Procedures

Leaflets, Good Practice and Policies from other service providers

6. Review Findings

Through the information, evidence and activities used to inform the in-depth review of the service, the group found the following:

a. Performance Information

- The team is a high performing team, but it is not ready to fully embrace the ideas of large income generation projects.
- Through limited work-shadowing, the diagnosis of incoming calls was identified to need further assessment. It is acknowledged that poor diagnosis of a repair request could result in rechargeable repairs not being fully identified.
- The amount of costs recovered following a recharge is poor.
- Departments of the Council are not adopting a joined up approach in relation to debt recovery.
- The majority of costs associated with void properties are related to tenant neglect and abuse – the void process needs to be reviewed to raise tenant awareness of chargeable works and to reduce costs when a property becomes void.

b. Discussions with Officers

- Officers who assisted in the work-shadowing exercises demonstrated high levels of diagnosis and customer care. However, this also demonstrated inconsistencies with other call answering staff.
- Officers responsible for void property debt recovery demonstrated that recovery rates can be improved when a dedicated resource is employed and an agreed process followed.

c. Reality Checks

- Work-shadowing identified very dedicated staff
- These checks also identified inconsistencies within those answering calls and a need for improved diagnosis of reported defects and encouragement to have courageous discussions with residents. Whilst this was identified, it is acknowledged that these conclusions were obtained from a very small sample of calls.
- The team is missing a trick related to offering more services to leaseholders.

d. Documents, Policies and Procedures

- There are leaflets in place to explain both the tenants and landlords responsibilities, but these are out-dated, contain incorrect information and do not provide access to some vulnerable groups
- The Council does not have a chargeable works policy and procedures are not cross-cutting
- Departments work separately and there is not a joined up approach to dealing with debt recovery.

7. Conclusions

The exercise proved to be very valuable in that it has identified areas where service delivery can be improved. These improvements which will cost very little to achieve will inevitably result in an increase in income generated through rechargeable repairs and other income generation schemes.

8. Recommendations

After considering the review findings the group recommend that the following actions are taken to further develop the service:

Ref Number	1		
Recommendation	Redesign the rechargeable repairs leaflet		
Outcome	<ul style="list-style-type: none">- Large print- Advise tenants of estimated costs- Replace "elderly and disabled" with vulnerable- No yellow writing- Clarify responsibility for enclosed light fittings- Draughty windows not relevant any more- Clarify about heating- Alter website		
Officer Responsible	Luke Musto	Accountable Officer	Gary Duckmanton
Implementation	<input type="checkbox"/> Already implemented <input checked="" type="checkbox"/> HMT approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	No as leaflets needed reprinting If yes, what is the expected cost - £ Is it achievable within existing budget? – Yes		
Due Date	01/04/2018		

Ref Number	2		
Recommendation	Through the limited work-shadowing carried out, the diagnosis of incoming calls was identified to be area which needs further investigation.		
Outcome	Further analysis is required to fully understand the reasons for the issues identified. Training and support will then be developed to address any improvement areas identified.-		
Officer Responsible	Richard Fairholme	Accountable Officer	Gary Duckmanton
Implementation	<input checked="" type="checkbox"/> Already implemented <input type="checkbox"/> HMT approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	No If yes, what is the expected cost - £ Is it achievable within existing budget? – Yes		
Due Date	01/01/2018		

Ref Number	3		
Recommendation	Further operative training required		
Outcome	Operatives need to be encouraged to report back repairs that have been diagnosed as standard repairs but appear to be as a result of neglect / abuse or because of the tenant's actions.		
Officers Responsible	Howard Turney	Accountable Officer	Gary Duckmanton
Implementation	<input checked="" type="checkbox"/> Already implemented <input type="checkbox"/> HMT approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	No If yes, what is the expected cost - £ Is it achievable within existing budget? – Yes		
Due Date	01/01/2018		

Ref Number	4		
Recommendation	Make better use of the rumination period for voids		
Outcome	<p>The termination period for void properties needs to be used to identify and advise tenants what is / isn't rechargeable. This will give tenants the opportunity to put right the damage or to sign an acknowledgement stating they will pay for the damage. (There is a massive potential to reduce the costs of rechargeable works on void properties. Out of the budget of £450K, approx. 50% is due to rechargeable works)</p> <p>Introduce a pre-termination visit procedure</p>		
Officer Responsible	Richard Smith	Accountable Officer	Richard Smith
Implementation	<p><input checked="" type="checkbox"/> Already implemented</p> <p><input type="checkbox"/> HMT approval required</p> <p><input type="checkbox"/> Approval required through governing structure</p>		
Budget Implications	<p>No</p> <p>If yes, what is the expected cost - £</p> <p>Is it achievable within existing budget? – Yes</p>		
Due Date	01/01/2018		

Ref Number	5		
Recommendation	Look at impact of offering incentives to reduce costs		
Outcome	<p>Consideration is to be given to provide an incentives scheme for residents to leave their properties and gardens clean, tidy and free from rubbish. This work cost £100,000K during 2016-2017, so offering residents an incentive could prove cost effective. Consider a carrying out an initial trial.</p>		
Officer Responsible	To be agreed at HMT	Accountable Officer	Gary Duckmanton
Implementation	<p><input type="checkbox"/> Already implemented</p> <p><input checked="" type="checkbox"/> HMT approval required</p> <p><input type="checkbox"/> Approval required through governing structure</p>		
Budget Implications	<p>Yes</p> <p>If yes, what is the expected cost - £20,000</p> <p>Is it achievable within existing budget? – Yes as should result in reduced expenditure</p>		
Due Date	01/04/2018		

Ref Number	6		
Recommendation	Consider offering a chargeable service to leaseholders which will assist in income generation		
Outcome	<p>To consider undertaking the following works for leaseholders upon request:</p> <ul style="list-style-type: none"> - Gas servicing** - Electrical testing** - Day-to-day repairs** - Out of hour's emergencies** - Modernisations in conjunction with scheme being carried out within the area** <p>Consider promoting the services available to new leaseholders</p> <ul style="list-style-type: none"> - Leaflets needed - Leasehold agreement needs to reflect this service - Alter website - Generate examples of charges - Raise awareness with call answering staff / repairs team and other Officers - Determine how service will be invoiced 		
Officer Responsible	To be allocated to new leasehold officer when appointed	Accountable Officer	Gary Duckmanton
Implementation	<input checked="" type="checkbox"/> Already implemented but needs promoting more** <input checked="" type="checkbox"/> HMT approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	<p>No</p> <p>If yes, what is the expected cost - £</p> <p>Is it achievable within existing budget? – Yes</p>		
Due Date	01/04/2018		

Ref Number	7		
Recommendation	Raise income through offering new tenants a handyperson scheme		
Outcome	<p>Offer in-going tenants a minor repairs service, including curtain fitting, fitting carpets, shelves, flat pack furniture, gardening, decorating, fitting gas / electric cookers.</p> <p>To be considered as part of new void procedures.</p>		
Officer Responsible	To be allocated	Accountable Officer	Gary Duckmanton
Implementation	<p><input type="checkbox"/> Already implemented</p> <p><input checked="" type="checkbox"/> HMT approval required</p> <p><input type="checkbox"/> Approval required through governing structure</p>		
Budget Implications	<p>No</p> <p>If yes, what is the expected cost - £</p> <p>Is it achievable within existing budget? – Yes</p>		
Due Date	01/04/2018		

Ref Number	8		
Recommendation	Increase income through offering services to employees and members		
Outcome	Offer gas servicing to employees and members		
Officer Responsible	Nigel Anderson	Accountable Officer	Gary Duckmanton
Implementation	<p><input checked="" type="checkbox"/> Already implemented but needs further promotion</p> <p><input type="checkbox"/> HMT approval required</p> <p><input type="checkbox"/> Approval required through governing structure</p>		
Budget Implications	<p>No</p> <p>If yes, what is the expected cost - £</p> <p>Is it achievable within existing budget? – Yes</p>		
Due Date	01/01/2018		

Ref Number	9		
Recommendation	Increase income through offering services to local registered providers		
Outcome	Offer gas servicing, legionella checking and electrical testing to private sector landlords		
Officer Responsible	To be allocated	Accountable Officer	Gary Duckmanton
Implementation	<input type="checkbox"/> Already implemented <input checked="" type="checkbox"/> HMT approval required <input checked="" type="checkbox"/> Approval required through governing structure		
Budget Implications	Yes, dependent upon extent this venture is used If yes, what is the expected cost - £20,000 / annum Is it achievable within existing budget? – Yes but will need to be reviewed once extent of offer is known		
Due Date	01/01/2019		

Ref Number	10		
Recommendation	Ensure associated policies and procedures reflect any changes linked to this report		
Outcome	Any changes to the rechargeable repairs policy are to be reflected in the void management policy and tenancy / leasehold agreement.		
Officers Responsible	Rachel Shaw and Richard Smith	Accountable Officer	Louise Price
Implementation	<input checked="" type="checkbox"/> Already implemented <input type="checkbox"/> HMT approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	No If yes, what is the expected cost - £ Is it achievable within existing budget? – Yes		
Due Date	01/04/2018		

9. APPENDICES

A - Minutes of meeting 15/12/2016

B - Minutes of meeting 02/02/2017

C - Aims and objectives of the voids review

D - Tenant and Leaseholder Matters – Issue 18 article

APPENDIX A

HOMES SERVICE REVIEW GROUP MEETING (Repairs Session)

DATE: 15 December 2016

TIME: 10.00am – 12 noon

VENUE: CR 3-4

Present: Kath Woods, Joy Wilkinson, Sarah Wilkinson, Ken Soundy, Pauline Tillotson, Ken Andrews, Claire Reed, Gary Duckmanton

Apologies: No apologies received even though it was acknowledged that a couple of members were ill

	Agenda Item	Actions
1.	Welcome, Housekeeping, Introductions GD welcomed the group and explained the housekeeping and ground rules applicable to the meeting GD went through the agenda and gave a brief explanation of the format of the meeting	
2.	Minutes of last meeting All agreed the minutes of the meeting dated 6 October 2016 were a true reflection of the items discussed	
3.	Matters arising Members had visited the Contact Centre Members reports following their contact centre visit are detailed later in the minutes	
4.	Matters outside the scope of this project CR issued the leaflet "Make your voice count" and explained the purpose of it. Action – CR to ensure all other members of the group are sent copies of this leaflet.	CR
5.	Progress with review – KW, JW, SW, KB had all visited the Contact Centre and Repairs back office and carried out work shadowing. They had found their visits very useful but did not feel they had achieved their object of listening to how staff diagnosed repairs calls and how they determined whether a repair request constituted a rechargeable repair or not. This was because the phones were quiet when they visited and staff did	

	<p>not receive any calls related to rechargeable repairs</p> <p>Action – GD is to arrange for members of the group to re-visit the teams on January 3rd 2016 between 9 and 11am. This is the first day back after the New Year, so should be a very busy period.</p> <p>The aims of the visits will be to work-shadow staff and to take notes, ensuring members do not unduly interfere with staff answering calls. They will be there as an information gathering exercise and not really to ask questions. They will be free to mingle with staff at their leisure.</p> <p>Sarah Wilkinson, Joy Wilkinson, Kath Woods and Pauline Tillotson volunteered for this exercise.</p> <p>Following the above, GD agreed to arrange for members to attend some void property inspections to determine how Maintenance Officers decide what is / is not rechargeable after a property is handed back to us.</p> <p>Void Property Inspections will be arranged as below:</p> <p>Ken – Stapleford / Toton Pauline – Beeston Ken – North of Borough Sarah, Joy, Kath – Chilwell</p> <p>Action – GD is arrange these visits week commencing January 16th 2017 GD will arrange for a Senior Officer to either pick members up or to meet them on site</p> <p>Good news stories that came out of this exercise though have been detailed below:</p> <p>Members complimented Debbie Jacks on her excellent standards of customer service.</p> <p>Q - Why doesn't the annual tenancy visit identify rechargeable repairs? A – Annual tenancy visits do not take place as we do not have the resources. This means that we are only able to undertake 3 yearly visits.</p> <p>Q – Why can't RLO's assist with general needs tenancy visits if we are trying to reduce their retirement living visits and improve their value for money? A – GD will ask Richard Smith and report back at the next meeting</p> <p>Q – Regarding KIT visits, how many properties have not had a KIT visit within the last 3 years? A – GD will ask Richard Smith and report back at the next meeting</p>	<p>GD</p> <p>GD</p> <p>GD</p> <p>GD</p>
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	<p>Q – Why don't we look at undertaking 5 yearly visits for those tenants who don't represent as concern which should free up resources to undertake more regular visits to those residents that more frequent tenancy checks?</p> <p>A – GD will ask Richard Smith and report back at the next meeting</p>	GD
6.	<p>Items for consideration during future meetings</p> <p>Feedback regarding the above visits to the Offices and site</p> <p>Group members are to consider the aspect of commerciality and charging for works outside the scope of their responsibility and are to attend the next meeting with ideas. The following are examples of where income could be generated:</p> <ol style="list-style-type: none"> 1. Charging leaseholders for repairs internally, gas servicing, electrical testing 2. Offering a service to new tenants related to decorating, fitting carpets/curtains, gardening, fitting shelves, erecting flat pack furniture etc 3. Gas servicing for members, employees 4. Offering a service to other local landlords who do not have an in-house service <p>Consideration of how the service will be priced and billed needs to be given</p> <p>Costs of chargeable works – GD is provide the group with a list of chargeable works and indicative prices which could be used in any future leaflets</p> <p>The group have yet to provide feedback on the tenancy agreement in respects to rechargeable repairs and the responsibility of tenants.</p>	<p>Group members</p> <p>Group members</p> <p>Group members</p> <p>Group members</p>
<p style="text-align: center;">Next Meeting Date: 2 February 2017 Venue: Old Council Chamber Time: 10.00am – 12 noon</p>		

APPENDIX B

HOMES SERVICE REVIEW GROUP MEETING (Repairs Session)

DATE: 2 February 2017

TIME: 10.00am – 12 noon

VENUE: Committee Room

Present: Kathy Burley, Peter Chatfield, Vic Perrett, Ken Soundy, Pauline Tillotson, Ken Andrews, Claire Reed, Gary Duckmanton, Richard Fairholme

Apologies: Kath Woods
It was also acknowledged that a couple of members were ill and were unable to attend

	Agenda Item	Actions
1.	Welcome, Housekeeping, Introductions GD welcomed the group and explained the housekeeping and ground rules applicable to the meeting GD went through the agenda and gave a brief explanation of the format of the meeting	
2.	Minutes of last meeting All agreed the minutes of the meeting dated 15 December 2016 were a true reflection of the items discussed	
3.	Matters arising Members had visited the Contact Centre Members reports following their contact centre visit are detailed later in the minutes Members had visited void properties with Maintenance Officers – outcomes of these visits are detailed later in the minutes Q - Why doesn't the annual tenancy visit identify rechargeable repairs? A – Annual tenancy visits do not take place as we do not have the resources. This means that we are only able to undertake 3 yearly visits. Richard Smith response - You rightly point out that they don't take place, the KIT visits take place once every three years. The purpose of the KIT visit is not to identify repairs (unless tenant requests them) or complete full property inspections, it is to ensure that the details are still correct, that the tenancy is being conducted in a satisfactory manner and information that we now need, that may not have needed before when the tenant signed up, such as social media access, whether we have bank accounts, access to the internet, way in which tenants prefer to be contacted etc. This enables us to best communicate and sustain tenancies going forward	

	<p>Q – Why can't RLO's assist with general needs tenancy visits if we are trying to reduce their retirement living visits and improve their value for money?</p> <p>A – GD will ask Richard Smith and report back at the next meeting</p> <p>Richard Smith response – In relation to RLO's, this has been happening. We have been doing some RLO KIT visits to general tenants over 60.</p> <p>Q – Regarding KIT visits, how many properties have not had a KIT visit within the last 3 years?</p> <p>A – GD will ask Richard Smith and report back at the next meeting</p> <p>Richard Smith response - It is easier to say how many we have done in terms of KIT. We have been doing them for nearly 2 years. It is 2250 + any tenant that signed up in the last 2 years have had a new tenant visit, so this precludes them for 3 years from a KIT. So if they are counted you are looking at close to 3000</p> <p>Q – Why don't we look at undertaking 5 yearly visits for those tenants who don't represent as concern which should free up resources to undertake more regular visits to those residents that more frequent tenancy checks?</p> <p>A – GD will ask Richard Smith and report back at the next meeting</p> <p>Richard Response - In relation to the last question about the 5 yearly visits. We need to firstly complete all the visits. Once this has been done, this performance indicator and method will need to be relooked at based on the information collected to see how we continue to make them the best use of resources. It is however not the only time we visit tenants, if tenant require more regular visit whilst we manage a tenancy issue, we will visit them more regularly.</p>	
4.	<p>Matters outside the scope of the review</p> <p>Dave Wadsley attended and group members assisted with a prize draw from a satisfaction survey related to Capital Works service delivery.</p>	
5.	<p>Progress with review</p> <p>Feedback from previous visits to office</p> <p>Kathy Burley confirmed the feedback provided by Kath Woods, Joy and Sarah Wilkinson regarding the Contact Centre and rechargeable repairs, in that the visit was useful but they had no relevant calls and therefore the objective was not achieved</p> <p>Feedback from visits to Contact Centre on 3 January 2017 – GD advised this work shadowing had been arranged to ensure better feedback was obtained related to how they diagnosed whether a call should be chargeable or not. Whilst other members of group who undertook this exercise were not available, GD was please that Pauline Tillotson had found the exercise very useful. Pauline provided some excellent feedback as detailed below:</p> <ol style="list-style-type: none"> 1. Garage door had been repaired – Questions that should have been 	

asked by advisor but weren't
Why was it left so long before being reported?
What is causing the door not to open?

Action

CHG - Are SMO's picking up workman's notes on feedback?

2. Light bulb flickering – did we ask if the bulb had been changed? Is there a family member or friend that could change it?
Replacement light bulbs are tenant responsibility
Did not discuss whether other bulbs are the same or whether the bulbs were cheap ones
Did not determine whether tenant was able to change themselves or had any relatives / friends that could assist
3. Window – parts on order
4. Blocked sink – Tenant's responsibility – did we raise as a chargeable job?
Did not determine reasons for the blockage, whether any other fittings were blocked, how long it had been like this.
Did not advise could be chargeable
Did not explain the costs involved and how they should try to clear themselves
5. Hole in the bath & WHB has come away from the wall – How did the hole get there? Where is it?
Relevant questions not asked, tenant not made aware is chargeable and the expected costs.
Could have sent inspector to discuss and determine reasons for repair request and whether it is chargeable

Actions

- Tenancy agreement needs to be reviewed
- There is inadequate diagnosis within the team, especially linked to rechargeable jobs – this is confirmed by the work shadowing undertaken where inadequate questions were asked for 4 out of the 5 calls received
- CHG tenant's for small repairs
- Why don't the contact centre have refresher training?
- Why don't repairs undertake the training?
- Makes sense to have repairs experts within contact centre – staff who are highly trained in repairs and have signed up to our aims and objectives

Visits to void properties

Ken Andrews, Pauline Tillotson and Ken Soundy had visited some void properties as below to determine how rechargeable works were identified:

Ken Andrews

- The property was of a very poor standard – Pleased to see that we were charging for damage and neglect, but concerned that we are rehousing a family of 10 children next to retirement living. GD advised his concerns would be referred to the Retirement Living Manager, but that properties of this size are not readily available and when we have to rehouse families of this size, there is often no choice as to where they can go. Despite this, GD reassured the group that the tenancy will be continually monitored and any issues will be dealt with.

Ken Soundy

- Property was left in a decent standard, but tenant would be charged for cleaning it

Pauline Tillotson

- Property was left with a strong smell of cigarettes and in a poor state (had not been modernised for years)
- Had an old leaking cylinder and old obsolete heating system
- Leak had caused damage to ceiling in room below

Were appropriate KIT visits carried out?

Did BBC provide enough support?

- GD advised this job will cost BBC £20k+ to modernise it

☐ **Actions**

- Maintenance Officers to contact tenants when properties are finished to show them the finished voids

Recharges and Leaseholders

GD agreed to visit PC and VP prior to the next meeting as part of the consultation exercise regarding chargeable works and how we can provide a subsidized enhanced service for leaseholders.

Actions for GD for the next meeting

- Capture past meetings to then put into an action plan
- Voids – consider offering chargeable service to new tenant's on small job (installation of cookers etc.)
- Advisors to have price list for small CHG jobs

6.	<p>Items for consideration during future meetings</p> <p>Feedback regarding the above visits to the Offices and site</p> <p>Group members are to consider the aspect of commerciality and charging for works outside the scope of their responsibility and are to attend the next meeting with ideas. The following are examples of where income could be generated:</p> <ol style="list-style-type: none"> 1. Charging leaseholders for repairs internally, gas servicing, electrical testing 2. Offering a service to new tenants related to decorating, fitting carpets/curtains, gardening, fitting shelves, erecting flat pack furniture etc 3. Gas servicing for members, employees 4. Offering a service to other local landlords who do not have an in-house service <p>Consideration of how the service will be priced and billed needs to be given</p> <p>Costs of chargeable works – GD is provide the group with a list of chargeable works and indicative prices which could be used in any future leaflets</p> <p>The group have yet to provide feedback on the tenancy agreement in respects to rechargeable repairs and the responsibility of tenants.</p>	<p>Group members</p> <p>Group members</p> <p>Group members</p> <p>Group members</p>
	<p style="text-align: center;">Next Meeting Date: 6 April 2017 Venue: Old Council Chamber Time: 10.00am – 12 noon</p>	

APPENDIX C

Void Property Focus Group - Stage 1 of scrutiny process

Aims and objectives:

1. To explain the initial processes followed regarding void properties to cover the below:
2. To understand how the different teams interact and their responsibilities for different tasks
3. To be provided with statistics regarding numbers, percentages etc
4. To be provided with documents regarding processes followed

All to enable the group to be fully informed of initial stages followed prior to the receipt of keys and upon receipt of keys

Areas to be covered during this session

- Tenancy agreement sections regarding vacation
- Pre-terminations
- Abandoned properties
- British Gas notification
- Receipt of keys
- Completion of paperwork and recording of void
- Referral of paperwork to repairs

Void Property Working Group

Review of the repairs process

Agenda

1. Feedback from discussions with Chris Eyre and his team
2. Meet staff responsible for repairs and voids
3. Void property standard
Void property budgets and costs
4. Visit 2 empty properties (15 Myrtle Grove and 18A Wheatgrass Road)
 - Assess condition / discuss repairs required
 - Discuss time-frame for completion / expected condition upon completion and lettability
 - Review the process for ordering repairs and organizing the works required
 - Feedback regarding properties viewed
 - Return to the office for an overview of the administration process involved

Aims and objectives

- Review the lettable standard
- Debate the issue of decoration allowances and look at alternatives
- Agree acceptable time-frames for void repairs and look at ways of reducing the void period without affecting the lettability of the property.
- Get an understanding of the costs associated with void property repairs and how recharges are raised / recovered



Chargeable Repairs Service for Leaseholders

Housing Repairs are offering a chargeable full maintenance, servicing and repairs service for all leaseholders.

Leaseholders, who require internal works within their homes can request a quote from the Council for one of our Repairs Operatives to carry out the work at a competitive rate.

Works that can be undertaken for leaseholders include:

- Replacing washers in taps
- Fixing floorboards
- Adjusting internal doors
- Repairing kitchen units
- Plastering walls
- Grouting tiles
- Gas boiler servicing
- Electrical testing

The cost for any repairs carried out would be invoiced to you after the work has been completed and would not be included in your annual service charge.

If you would like to take advantage of this service, or to find out how much work would cost, please contact us on **0115 917 7777** or email **housingrepairs@broxtowe.gov.uk**

If the repairs you are requesting are relatively minor, an appointment will be made. However, if we need to assess the extent of works needed, a Senior Maintenance Officer will attend to enable a quote to be prepared.

This is one of the projects the Homes Group is working with the Housing Repairs Manager to develop. They are also reviewing the Recharges Policy and Process.

Want to get involved?
Complete our online form at www.broxtowe.gov.uk/getinvolved or contact the Resident Involvement Co-ordinator at h1ps@broxtowe.gov.uk or on **0115 917 3616**.




Report of the Chief Executive

NEIGHBOURHOODS SERVICE REVIEW GROUP REPORT1. Purpose of report

To ask the Housing Performance Group to determine the recommendations of the Neighbourhoods Service Review Group made through their scrutiny review to set up a tenants incentive or loyalty scheme. This scheme is proposed to be called Tenant Rewards.

2. Background

The Homes & Communities Agency oversees the Regulatory Framework for Social Housing in England. It contains Consumer Standards with outcomes and specific expectations that local authorities are expected to achieve. Councillors who govern service delivery are responsible for meeting these standards and determining how this is done. The outcomes and expectations in the Tenant Involvement and Empowerment Standard include:

Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved with the:

- formulation of housing-related policies and strategic priorities
- making of decisions about how housing-related services are delivered, including the setting of service standards
- scrutiny of performance and the making of recommendations to their landlord about how performance might be improved

Registered providers shall support their tenants to develop and implement opportunities for involvement and empowerment by:

- The provision of timely and relevant performance information to support effective scrutiny by tenants in a form which is agreed with their tenants.
- Providing support to tenants to build their capacity to be more effectively involved.

Service Review Groups consist of tenants and service area lead officers who work in partnership to scrutinise and review the service, or part of the service, based on assessment of a range of information and make recommendations for improvements to ensure the provision of a high level service, which provides value for money to both service user and provider.

3. Detail

The appendix sets out the report of the Service Review Group, which sets out the scope of the review, information/evidence assessed to inform the review, the findings from the review, along with conclusions and recommendations.

4. Financial Implications

£1000 per annum of Housing Revenue Account

Recommendation

The Housing Performance Group is asked to RESOLVE that the implementation of 'Marketing of Tenant Rewards' and the performance review of 'Tenant Rewards' be approved.

RECOMMEND to the Housing Committee that the implementation of an incentive scheme for 'Tenant Rewards' be approved.



Neighbourhoods Service Review Group

Service Review Report

24th July 2017

Loyalty/Incentive Schemes



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1. Acknowledgements

With thanks to the residents that completed in the scrutiny process and being involved in informing its contents.

Residents that took part

Pauline Tillotsen

Kath Woods

Barbara Upshon (Chair)

Ken Andrews

Andy Pearson

Peter Chatfiel

Linda Burton

Mary Conway

Kathy Burley

Bob Collins

2. Introduction

The decision to review and introduce a Tenants Loyalty/Incentive Scheme was agreed at the Joint annual meeting with the Chair and was led by it being an upcoming outcome in the Housing Strategy. It was acknowledged that tenancy and neighbourhood related issues could be concentrated on quite negative subjects, such as breaches of tenancy and outcomes related to those. It was decided that an incentive and loyalty scheme could reward them for being a good tenant and acknowledging that behaviour, as well as potentially changing the behaviour of others.

3. Purpose of this Report

This report is intended to inform the Housing Department and the Council's Governing Structure of the service review outcome by providing details of the Service Review Group's findings and recommendations.

4. Scope of the Review

The review was conducted in line with the agreed Service Review Process, with the expectation of achieving the following aims and objectives. A Tenants Loyalty Scheme is an outcome in the Housing Strategy.

a. Aims and Objectives

To implement a tenant's loyalty scheme that rewards certain behaviour and tenancy agreement compliance.

To reduce rent arrears

To improve gas service access

To reduce neighbour complaints

To improve the appearance of estates

To enable officers to concentrate on matters other than minor tenancy breaches

To improve overall satisfaction towards Broxtowe Borough Council as a Landlord

5. Information / Evidence Informing Review

To enable an in-depth review of the service to be undertaken the following information, evidence and activities were made available to the group:

a. Performance Information

Performance information was provided in terms of arrears, ASB case numbers and gas access at first appointment as areas that the scheme could concentrate on. Estate Inspections were also discussed including follow ups and how this checking can be time consuming, particularly for low level tenancy breaches.

It was therefore agreed that the tenants incentive scheme would concentrate on the following main areas. To apply for the scheme, it must be demonstrated that tenants are

- Not causing ASB (this is demonstrated by, whether ASB complaints had been made or action taken)
- Keeping up with their rent and thus, not be in rent arrears or have kept to a payment arrangement for a period of 12 weeks.
- Looking after their property and thus, having a property and surrounds in a clear, clean and tidy condition.
- Providing access for gas service on the first appointment.

Performance for gas servicing, estate inspection and anti-social behaviour are already monitored through the Housing Business Plan – so can be used to analyse impact. Rent arrears are monitored through the Revenues and Benefits business plan.

However there are costs involved in delivering these services.

- Carrying out multiple attempts to do a gas service has a staff and time cost.

- Carrying out lots of follow ups as part of estate inspections has a staff time and cost.
- ASB complaints are time consuming to address and deal with.
- Tenants who do not keep their rent accounts up to date is a direct cost in terms of arrears but is also then a staff cost in terms of chasing.

b. Satisfaction Information

Overall satisfaction monitored monthly

c. Discussions With Officers

Claire Reed attended as Resident Involvement Coordinator

Richard Smith as the responsible officer for the group coordinated moving the project forward in conjunction with the chair.

Rachel Davis also provided key practical and operational advice to the meeting.

d. Reality Checks

Work from the HEAT team was used to inform the group about what other Landlords were doing around tenants loyalty and incentives to help inform the group about the schemes in other places.

e. Documents, Policies and Procedures

None.

6. Review Findings

Through the information, evidence and activities used to inform the in-depth review of the service, the group found the following:

a. Performance Information

It was considered desirable to try to improve performance in the areas that have been chosen. We were particularly concerned and taken aback by the level and quantities of tenants in some element of rent arrears and saw that combatting this was of key importance.

It will be difficult to say that performance in any of the areas has directly improved because the scheme is operating because there are a number of other factors that are important in affecting it.

However, it was generally observed that an increasing level of applications would be a positive and therefore marketing and promotion of the scheme was very important.

b. Satisfaction Information

While satisfaction of residents is high and the view of the group was initially hesitant around the benefits of the scheme as there was a belief that tenants should not need to be rewarded for following their obligations. However, they did feel that compliance and positive behaviour should be recognised by the Council instead of all the efforts being concentrated on people and tenants that are not meeting their tenancy obligations.

c. Discussions with Officers

Similar scheme are offered across other housing providers and the areas that are being targeted are of operational importance.

As Broxtowe Borough Council have not adopted a scheme like many others have, it is a good idea to adopt or trial new schemes that are considered good practice elsewhere.

d. Reality Checks

For ease of administration of the scheme and to control potential numbers of people involved in the scheme, it was decided that the scheme would be on an opt in basis for residents.

There is however anticipated to be some costs in terms of administration of the scheme and there will be no further resources in terms of staff made available to administer the scheme. The impact of this will have to be looked at and monitored in the future.

e. Documents, Policies and Procedures

Policy and associated documents will need to be written if the scheme is adopted.

7. Conclusions

The conclusions of the review were to implement the scheme on a trial basis to review its effectiveness in terms of participation and in terms of improving any results.

It is proposed to trial the scheme for a period for 1 year and to have 4 rounds of the scheme offering prizes of equivalent £250 per round.

Qualification for the scheme is assessed on the basis of opt in and then assessment by the Neighbourhood Services Team, in consultation with other teams as appropriate.

In terms of costs, the £1000 to fund the scheme will be paid from existing budgets within Neighbourhood Services. The impact on staff resources and time of trying to administer the scheme is an unknown at present and therefore is a risk involved in this project.

It was agreed that the project be called “Tenant Rewards”

8. Recommendations

After considering the review findings the group recommend that the following actions are taken to further develop the service:

Ref Number	NS001		
Recommendation	To recommend the commissioning of a trial to Housing Committee for the implementation of an incentive scheme for tenants called “Tenant Rewards”		
Outcome	To improve performance and compliance with tenancy conditions outlined in the aims and objectives		
Officer Responsible	Rachel Davis	Accountable Officer	Richard Smith
Implementation	<input type="checkbox"/> Already implemented <input type="checkbox"/> Housing Management Team approval required <input checked="" type="checkbox"/> Approval required through governing structure		
Budget Implications	Yes If yes, what is the expected cost - £1000 Is it achievable within existing budget? – Yes		
Due Date	12 month trial from implementation date		

Ref Number	NS002		
Recommendation	Marketing of "Tenant Rewards"		
Outcome	To improve performance and compliance with tenancy conditions outlined in the aims and objectives		
Officer Responsible	Claire Reed	Accountable Officer	Richard Smith
Implementation	<input type="checkbox"/> Already implemented <input checked="" type="checkbox"/> Housing Management Team approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	Yes If yes, what is the expected cost - £100 (for the trial) Is it achievable within existing budget? – Yes		
Due Date	12 month trial from implementation date		

Ref Number	NS003		
Recommendation	Reviewing performance – was there improvement during the time "Tenant Rewards" was promoted.		
Outcome	To establish whether the scheme was successful		
Officer Responsible	Rachel Davis	Accountable Officer	Richard Smith
Implementation	<input type="checkbox"/> Already implemented <input checked="" type="checkbox"/> Housing Management Team approval required <input type="checkbox"/> Approval required through governing structure		
Budget Implications	Yes If yes, what is the expected cost - £0 Is it achievable within existing budget? –		
Due Date	12 month from implementation date		

Appendices

[Appendix 1](#) A summary of the scheme agreed by residents

[Appendix 2](#) A draft marketing flyer that would be the method of entry to the scheme

Tenants Incentive Scheme

“Tenant Rewards”

Purpose

Tenants have a tenancy agreement that has conditions that they need to abide by. It is recognised that the vast majority of tenants abide closely to their tenancy agreement, however, in some cases, they do not.

Taking enforcement action against a tenancy is sometimes necessary. However, sometimes if the tenancy breach is a minor one, action is not necessary or appropriate. Also, the Landlord should try to resolve issues before action is necessary, this could be by visits to tenants, writing letters or making phone calls.

Ensuring tenants abide by their agreement is also time consuming and thus has a cost to the Council in terms of Officer time. Cost per hour on average for officer time to conduct visits, send letters etc is around £13. If a tenant can be encouraged not to breach their agreement then it in turn saves that money.

Nudge theory, which is a concept in behavioural science, political theory and economics which proposes positive reinforcement and indirect suggestions to try to achieve compliance. An incentive scheme is a way of utilising this for the purposes of tenancy and housing management.

Qualification Criteria

To qualify for the proposed Broxtowe Borough Council scheme, you must be a Broxtowe Borough Council Tenant and;

- Be up to date with your rent payments or keeping to a payment plan that has been made with the Revenues and Benefits Team
- Have a property, garden and/or communal area in a clear, clean and tidy condition
- Have not caused any problems for your neighbours
- Have kept your first appointment for your latest gas service

It is recognised that not all tenants will apply for the scheme as they may not have a gas appliance for instance. However, they will still be counted as eligible for the scheme if the other criteria are met.

If a tenant wishes to be considered for the scheme, they will need to “opt in”. So express their interest to the Council that they believe they have met the qualifying criteria.

To opt in to the scheme, tenants can enter by e-mail hpls@broxtowe.gov.uk or by returning the promotional leaflet.

How qualification for the scheme is assessed

The Neighbourhood Services Team will assess whether a tenant qualifies for the scheme by checking the Council records for the relevant information and the results of Keep in Touch Visits.

Tenants will be informed why they have not been successful, either in terms of not qualifying or whether they did not come out in the draw process. Standardised letters will be produced to inform them of this.

Regularity

The proposed scheme will run quarterly throughout the year. If no tenants enter, then no draw will take place, the prizes will not 'roll over'.

How the winner is drawn

It is proposed that a member of one of the resident involvement groups draws the winners and presents the prizes. There will only be one winner.

Prizes

The prizes will range from cash prizes, credit on rent account (this will be offered if the tenant is in rent arrears instead of cash) or will be used to offer additional rent free weeks. Vouchers may also be offered. Tenants will retain choice over the prizes that are offered to them, unless their rent account is in arrears and the money from the scheme will be added either in part or in full to their rent account.

The prizes will be £250 equivalent. Therefore the cost in terms of pricing per year will be £1000.

Promotion of the Scheme

The promotion of the scheme will be done through approved existing channels available to the Council.

Tenant REWARDS



Broxtowe
Borough
COUNCIL

ARE YOU A BROXTOWE BOROUGH COUNCIL TENANT? ✓

ARE YOU A GOOD NEIGHBOUR? ✓

PAY YOUR RENT ON TIME? ✓

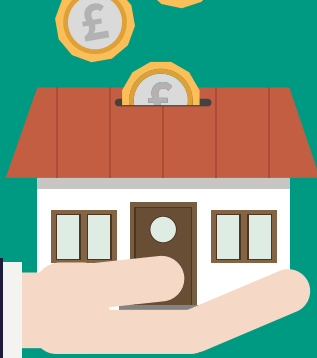
LOOK AFTER YOUR HOME? ✓

If so, Housing would like to say

Thank You!

FOR BEING A GREAT TENANT

Tenant REWARDS



To be eligible for the Tenant Rewards, you must:

- Be up to date with your rent payments or keeping to your payment plan
- Have a property, garden and/or communal area in a clear, clean and tidy condition
- Have not caused any problems for your neighbours
- Have kept your first appointment for your latest gas service

If you meet the criteria, you will be entered into a draw to win one of the following prizes:

Payment towards your rent
High street vouchers
Prize (tbc)

To enter complete the form at (URL), email hpls@broxtowe.gov.uk with your details, or complete the box below and return this leaflet to **Neighbourhood Services, Housing Department, Broxtowe Borough Council , Foster Avenue, Beeston, Nottingham NG9 1AB**

Further details are available online. Draws will be held in January, April, July and October. To be entered into the draw you must submit your details each quarter before the 1st of the specified months.

Name:

Address:

..... Postcode:

Telephone Number

Email Address:

Any personal information you provide will only be used for the purpose of this prize draw and will not be shared with any other department or organisation.

Report of the Chief Executive

INDEPENDENT REVIEW OF RETIREMENT LIVING SERVICE1. Purpose of report

To seek Committee approval to receive the Housing Quality Network (HQN) report and commence consultation with staff and tenants on the preferred option.

2. Background

In November 2017, Committee approved the independent review of Retirement Living. Following a tender exercise, HQN were commissioned to undertake this work. The review focuses on three key areas:

- Suitability of the current accommodation;
- Lifeline Service;
- Options review of the Retirement Living Service.

3. Detail

The report recommends that a number of existing retirement living properties are re-designated to general needs accommodation. Further detail is provided within the report. In view of the need to conduct detailed and sensitive consultations with residents and staff following a decision, in principle, from the Committee, details of particular schemes affected are contained in the exempt report. The report proposes that the lifeline service is retained with some changes including; a review of current pricing, the creation of a specialist Lifeline Co-ordinator post and increased advertising. The report includes three costed options for the future delivery of the Retirement Living Service:

- Option 1 – an “*Independent Living Service*”: *Enabling older people to retain their independence and quality of life.*
- Option 2 – an “*Enhanced Housing Management Service: Managing specialist housing for older people.*
- Option 3 – “*Retirement Living Service*” (current service): *Visiting people in retirement housing.*

An Executive Summary of the report is included in appendix 1, a list of recommendations is included in appendix 2 and an Equalities Impact Assessment is included in appendix 3. The full report, other than the exempted details of the affected schemes, is circulated separately with the agenda.

4. Financial implications

The potential financial implications are identified within the HQN report

Recommendation

The Committee is asked to approve recommendations 5 to 8 in appendix 2 and to note that recommendations 1 to 4 in that appendix are being implemented under officer delegation.

Background papers

Nil

APPENDIX 1

Executive Summary**Review of the Retirement Living Service****1. Introduction**

In November 2017, the Housing Quality Network (HQN), a specialist housing consultancy, was appointed to undertake a review of the Council's Retirement Living Service. The review focused on 3 key areas of the service:

- Suitability of the current accommodation
- Lifeline Service
- Options review of the Retirement Living Service

There were several drivers for the review:

- Retirement Living (RL) forms a large proportion of Council stock but demand for this is decreasing
- Increasing void times
- New customers are younger, and tend to not value the RL service
- The RL service provides frequent home visits, leaving staff with little time to focus on the real work of keeping people independent
- After Supporting People ended, service charges were introduced. These have not been increased, and the deficit on the budget is significant
- Staff feel undervalued; there is a high level of sickness absence within the team (30% during 2017/18). This affects both customers and other team members.

HQN's independent expert on specialist housing started the review in mid-November 2017, and it was completed by mid-January 2018.

2. Summary of recommendations***2.1 Properties designated for older people***

Given the issues of low demand compared to supply, and the unsuitability of some of the current retirement living stock for most older people, it is recommended that some of the retirement living stock be de-designated. De-designated stock should then be assessed for the most appropriate future role, including being let as general needs accommodation.

Any property reserved solely for older or disabled people should have the following features:

- Level access to main doors and common parts, including from the road to the scheme
- Level access, or easily adjusted access to individual properties
- Lift access to upper floors

- Easy access to shops and daily living facilities (easy, short walk, or via handy public transport)
- Sufficient parking on site, given the more modern rates of car ownership
- Wifi/broadband
- A pleasant environment that promotes a sense of community

Appendices identifying the schemes proposed for re-designation and those for retention as older persons' accommodation are contained within the exempt report elsewhere on this agenda. The exemption has been applied to avoid undue concern for residents and staff ahead of any decision in principle from the committee upon which Option (see below) to pursue, and details will be made available after the meeting.

Table 1: Summary of units to be retained as designated older persons' properties

Type of scheme	No. of units
Cat. 2 schemes	463
Additional bungalows close to Cat. 2 schemes	27
Cat 1 schemes with community rooms	78
Additional bungalows close to Cat 1 with community rooms	19
Cat 1 bungalow schemes	174
Total units to be retained	761
Units to be re-designated for general needs	648

Any re-designation would need to be undertaken with the consultation of residents. It would need to be managed sympathetically, with tenants provided with an opportunity for an incentivised transfer to more suitable accommodation. In blocks where the majority of current tenants wished to retain their service, future lettings would need to be "sensitive"; considering the needs of existing older residents.

2.2 The Lifeline service

Retain the Lifeline service and consider the following changes:

- Review the cost of the purchase and installation of the equipment to ensure it covers the Council's costs
- Create a specialist Lifeline Co-ordinator role to focus on promotion of the service, installations, stock management etc. Visiting staff would retain the emergency response role (estimated to take around 0.25 FTE time).
- Advertise the service more widely to increase customer numbers and income
- Consider developing a two-tier service (with separate charges). The two levels would be:
 - a) Monitoring only, with an office hours' emergency response
 - b) Weekly or fortnightly visits and support to stay independent

2.3 The Retirement Living Service Options

2.3.1 Option 1: An "Independent Living Service": Enabling older people to retain their independence and quality of life.

- Create new Independent Living Coordinators (ILCs) with approx. 100 cases each
- ILCs would focus on promoting and enabling independent living; helping people to achieve their preferences
- Frequent personal visits to customers with no assessed needs would cease, and ILCs would focus their time on customers who, based on an assessment of need, require help and advice to live independently
- Create new Activity Co-ordinators (ACs) who would support activities within the schemes focused on improving health and wellbeing and reducing social isolation
- Create a new Facilities Co-ordinator (FC) role responsible for health and safety within the schemes (fire alarm testing, fridge temperatures, Legionella precautions, etc)

Description of role	FTEs
ILCs, as above 100 units per ILC, assuming 1,409 units Excludes the 1.25 FTEs to deliver the Lifeline service	14.09
Team Leaders	2
Manager The remaining 0.05 FTE is allocated to the lifeline service	0.95
Activity Coordinators	2
Facilities Officer	1
FTE in team	20.04

The RL team currently has an establishment of 28.3 full time equivalent (FTE) Retirement Living Officers (RLOs), 3 FTE Team Leaders and a FTE Manager. Some vacancies have been held, so currently there are 25.8 FTE RLOs.

In terms of staff reductions, the transition to this option can be managed through current vacancies, natural wastage and voluntary redundancies.

At 2017/18 salary values, the per unit cost of the ILC service could be approximately £7.28 per calendar week, or £7.89 per rent week. This is a reduction of approximately £4.69 on the current cost per rent week.

2.3.2 Option 2: An “Enhanced Housing Management Service”: *Managing specialist housing for older people.*

- Create Enhanced Housing Management Officers (EHMOs) with approx. 300 cases
- EHMOs would respond to emergency calls and to those who needed additional assistance. The focus would be on referring customers to other organisations. There would be no scope for routine calls or visits
- Health and Safety checks would be delivered by other staff in the team
- Scheme activities would be facilitated by residents or other staff in the team

Description of role	FTEs
Enhanced housing management staff Ratio of 300 units per FTE, assuming 1,409 units	4.7

Description of role	FTEs
Excludes the 1.25 FTEs required to deliver the Lifeline service	
Team Leaders	2
Manager 0.05 is allocated to the Lifeline service	0.95
Activity Coordinators	2
Facilities Officer	1
FTE in team	10.6

The RL team currently has an establishment of 28.3 full time equivalent (FTE) Retirement Living Officers (RLOs), 3 FTE Team Leaders and a FTE Manager. Some vacancies have been held, so currently there are 25.8 FTE RLOs.

In terms of staff reductions, the transition to this option would be attempted through current vacancies, natural wastage and voluntary redundancies.

At 2017/18 salaries, the per unit cost of the Enhanced Housing Management service could be approx. £1.48 per calendar week, or £1.60 per rent week. This is a reduction of approx. £10.98 on the current cost per rent week.

2.3.3 Current Retirement Living Service: Visiting older people in retirement housing.

- Retirement Living Officers continue to manage a caseload of approx. 50 cases, including tenancy management, social activities and scheme health and safety checks
- Regular welfare visits are undertaken and amount to a check that the tenant can answer the door. Many Customer Focus Group attendees stated that the visit is so fleeting that it is “meaningless”

At 2017/18 salaries, the per unit cost of the Retirement Living service could be approx. £11.61 per calendar week, or £12.58 per rent week.

2.3.4 Costs and Impacts

Options 1 and 2 would result in a cost saving to the HRA. Option 1 would cost approximately £306,760 less than the current service, and Option 2 would cost approximately £555,890 less than the current service.

It is anticipated that the reduction in FTE staff team requirements for Options 1 and 2 could be accommodated by voluntary redundancy requests, current vacancies and natural wastage.

Table two: Summary of options

Option	Impact compared to current	Main advantages	Main disadvantages	Cost compared to current
Option 1: Independent Living Service	<p>100 units per FTE.</p> <p>Facility checks and activities delivered by other staff.</p> <p>All customers receive basic level of visits/calls, but frequency adjusted for any needs/vulnerabilities identified through assessment.</p> <p>Contact with customers is responsive to changes in customers' lives and needs.</p> <p>A more holistic approach to customers' needs and preferences.</p>	<p>All customers given a basic level of service that they can recognise as 'sheltered' or 'retirement' housing.</p> <p>Assessment recognises each customer's needs, and can be flexible as things change.</p> <p>Service responds to customers' vulnerabilities; enabling more people to stay independent in their own homes for longer.</p> <p>Facilities and social activities delivered by specific staff – no need to compromise ILCs' time.</p>	<p>Many customers will have contact frequency reduced, which they may not like.</p>	<p>£306,756 less than current cost (ie, 36%).</p>
Option 2: Enhanced Housing Management Service	<p>300 units per FTE: relatively minimal time for customers outside tenancy management.</p> <p>Facility checks and activities delivered by other staff.</p> <p>No regular visits or calls to customers.</p> <p>Customers wanting assistance will have to specifically request this.</p>	<p>Facilities and social activities delivered by specific staff – no need to compromise EHOs' time.</p>	<p>Customers have no regular contact with EHOs, which is unlikely to be popular.</p> <p>Service is focused mainly on tenancy and estate management; there is little time available for more vulnerable customers.</p> <p>Customers will not recognise service as 'sheltered' or 'retirement' housing – little in</p>	<p>£555,893 less than current cost (ie, 65.2%)</p>

	‘Support’ for customers will be through referral to other agencies.		common with current service. Other agencies may not be able to respond to referrals, leaving customers without the help they need.	
Option 3: Current Retirement Living Service	<p>No change in customer facing service - focused on brief home visits to check that customers able to answer the door.</p> <p>Average 50 (to 55) units per FTE.</p> <p>Social activities and facility checks also delivered by RLOs.</p>	<p>Steady state: no impact on customers.</p> <p>No change for staff.</p>	<p>Service does not respond to needs of vulnerable older people need.</p> <p>Low number of units per FTE – expensive to maintain.</p> <p>RLOs have to deliver facilities management as well as multiple, frequent visits.</p> <p>Visits are brief and offer little except for a check that customers able to answer door.</p> <p>Social activities and de-isolation given little focus or commitment.</p>	No change

APPENDIX 2

List of recommendations

The following recommendations have been accepted by the housing management team and are being implemented under delegated authority.

Reference	Area	Recommendation
1.	Lifeline Service	Reinstate the twice-yearly checks of customers' details
2.	Lifeline Service	Recalculate the cost and purchase of specialist equipment including smoke detectors
3.	Lifeline Service	Increase advertising to GPs surgeries etc
4.	Lifeline Service	Review the office-hours emergency response service to Lifeline customers once the data on callouts is available.

The Committee is asked to NOTE that recommendations 1- 4 are being implemented under delegated authority.

The following recommendations fall outside the delegated authorities.

Reference	Area	Recommendation
5.	Retirement Living Service	Consult residents and staff on the Committee's preferred option for the Retirement Living Service; <ul style="list-style-type: none"> • Option 1 – an “Independent Living Service”: Enabling older people to retain their independence and quality of life • Option 2 – an “Enhanced Housing Management Service: Managing specialist housing for older people • Option 3 – “Retirement Living Service” (current service): Visiting people in retirement housing
6.	Accommodation	If option 1 or 2 is selected above. Consult on the proposed de-designation plan as set out in Appendix 3 and 4 of the full report
7.	Accommodation	Agree that properties reserved for older or disabled people should have the features required to enable tenants to live independently as set out on page 2 of the full report
8.	Lifeline Service	Consider offering a two tier charge for Lifeline customers

The Committee is asked to approve recommendations 5 – 8.

APPENDIX 3

Equality Impact Assessment

Public bodies are required in to have **due regard** to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and any other conduct prohibited under the Act
- **advance equality of opportunity** between people who share a protected characteristic and people who do not share it, and
- **foster good relations** between people who share a protected characteristic and people who do not share it.

The Equality Act 2010 replaces the previous anti-discrimination laws with a single Act. It simplifies the law, removing inconsistencies and making it easier for people to understand and comply with it. It also strengthens the law in important ways, to help tackle discrimination and equality. The majority of the Act came into force on 1 October 2010.

The **public sector Equality Duty** came into force on 5 April 2011. The duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day to day work – in shaping policy, delivering services and in relation to their own employees.

The Equality Duty encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

The new equality duty replaces the three previous public sector equality duties, for race, disability and gender. The new equality duty covers the following **protected characteristics**:

- age
- disability
- gender reassignment
- pregnancy and maternity
- race – this includes ethnic or national origins, colour or nationality
- religion or belief – including lack of belief
- sex
- sexual orientation

It also applies to marriage and civil partnership, but only in respect of the requirement to have due regard to the need to eliminate discrimination.

Having **due regard** means consciously thinking about the three aims of the equality duty as part of the process of decision-making. This means that consideration of equality issues must influence the decisions reached by public bodies, including how they act as employers, how they develop, evaluate and review policies, how they

design, deliver and evaluate services, and how they commission and procure from others.

Having due regard to the need to **advance equality of opportunity** involves considering the need to:

- remove or minimise disadvantages suffered by people due to their protected characteristics
- meet the needs of people with protected characteristics, and
- encourage people with protected characteristics to participate in public life or in other activities where their participation is low

Fostering good relations involves tackling prejudice and promoting understanding between people who share a protected characteristic and others.

Complying with the equality duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve making use of an exception or the positive action provisions in order to provide a service in a way which is appropriate for people who share a protected characteristic.

The Equality Duty also explicitly recognises that disabled people's needs may be different from those of non-disabled people. Public bodies should therefore **take account of disabled people's impairments** when making decisions about policies or services. This might mean making reasonable adjustments or treating disabled people better than non-disabled people in order to meet their needs.

There is no explicit requirement to refer to the Equality Duty in recording the process of consideration but it is good practice to do so. Keeping a record of how decisions were reached will help public bodies demonstrate that they **considered the aims of the Equality Duty**. Keeping a record of how decisions were reached will help public bodies show how they considered the Equality Duty. Producing an Equality Impact Assessment after a decision has been reached will not achieve compliance with the Equality Duty.

It is recommended that assessments are carried out in respect of new or revised policies and that a copy of the assessment is included as an appendix to the report provided to the decision makers at the relevant Committee meeting.

Where it is clear from initial consideration that a policy will not have any effect on equality for any of the protected characteristics, no further analysis or action is necessary.

Public bodies should take a proportionate approach when complying with the Equality Duty. In practice, this means giving greater consideration to the Equality Duty where a policy or function has the potential to have a discriminatory effect or impact on equality of opportunity, and less consideration where the potential effect on equality is slight. The Equality Duty requires public bodies to think about people's different needs and how these can be met.

EQUALITY IMPACT ASSESSMENT (EIA)

Directorate:	Housing	Lead officer responsible for EIA	Louise Price
Name of the policy or function to be assessed:		Independent review of the Retirement Living Service	
Names of the officers undertaking the assessment:		Louise Price	
Is this a new or an existing policy or function?		The review is of current services	
<p>1. What are the aims and objectives of the policy or function?</p> <p>In November 2017, Housing Committee approved the independent review of the Retirement Living Service. Following a tender exercise, HQN were commissioned to undertake this work. The review focuses on three key areas and makes recommendations for improvement:</p> <ul style="list-style-type: none"> • Suitability of the current accommodation; • Lifeline Service; • Options review of the Retirement Living Service. 			
<p>2. What outcomes do you want to achieve from the policy or function?</p> <ul style="list-style-type: none"> • To review the suitability of the current accommodation and make recommendations for future use • To review the current Lifeline Service and make recommendations for how the service can be delivered in the future • To provide alternative costed options for delivering the Retirement Living Service to tenants. 			
<p>3. Who is intended to benefit from the policy or function?</p> <ul style="list-style-type: none"> • Current Retirement Living Service tenants • Prospective Retirement Living Service tenants • Current and prospective Lifeline customers 			
<p>4. Who are the main stakeholders in relation to the policy or function?</p> <ul style="list-style-type: none"> • Current Retirement Living Service tenants • Prospective Retirement Living Service tenants • Current and prospective Lifeline customers 			
<p>5. What baseline quantitative data do you have about the policy or function relating to the different equality strands?</p> <ul style="list-style-type: none"> • 1409 Retirement Living properties • 281 (approximately) applicants on the waiting list for Retirement Living 			

<p>accommodation</p> <ul style="list-style-type: none"> • 950 (approximately) Lifeline customers
<p>6. What has stakeholder consultation, if carried out, revealed about the nature of the impact?</p> <p>As part of the review, four focus groups were held with current and prospective Retirement Living tenants. Thirty-one people attended the focus groups. A benchmarking exercise of how neighbouring authorities deliver services to older people has also been undertaken as part of the review.</p>
<p>7. From the evidence available does the policy or function affect or have the potential to affect different equality groups in different ways?</p> <p>In assessing whether the policy or function adversely affects any particular group or presents an opportunity for promoting equality, consider the questions below in relation to each equality group:</p>
<ul style="list-style-type: none"> • Does the policy or function target or exclude a specific equality group or community? Does it affect some equality groups or communities differently? If yes, can this be justified? <p>The service is focused on the needs of older people and so this group will be impacted by any changes that are implemented as a result of this review.</p>
<ul style="list-style-type: none"> • Is the policy or function likely to be equally accessed by all equality groups or communities? If no, can this be justified? <p>Any changes that are implemented as a result of this review will only affect those who receive either the Retirement Living or Lifeline Service.</p>
<ul style="list-style-type: none"> • Are there barriers that might make access difficult or stop different equality groups or communities accessing the policy or function? <p>It is the responsibility of the Council as a landlord to ensure that it maximises access for all groups. This could include the following actions:</p> <ul style="list-style-type: none"> • Arranging personal visits to explain any proposed changes • Arranging additional support for residents who may be vulnerable • Working with families to help explain the impact of any proposed changes to their family member
<ul style="list-style-type: none"> • Could the policy or function promote or contribute to equality and good relations between different groups? If so, how? <p>The Retirement Living and Lifeline Services are in place to provide focused support to vulnerable older people.</p>
<ul style="list-style-type: none"> • What further evidence is needed to understand the impact on equality?

A consultation plan will be developed prior to any changes being implemented. This will provide users of the service with an opportunity to provide feedback on any proposed changes to the service and have a direct impact on the final proposal. The consultation may identify issues which have not been previously considered by the review.

8. On the basis of the analysis above what actions, if any, will you need to take in respect of each of the equality strands?

Age: It has been identified that there is a higher proportion of older residents in the borough than the national average.

The review focuses on services for older people. A communication strategy will be developed as part of any proposed customer consultation plan. Communications will be designed to meet the needs of older people and include easy to understand documentation with key messages and opportunities to discuss areas of concern in person.

The Retirement Living teams have good knowledge of their tenants and are familiar with their communication preferences.

Disability: The Housing Act 1996 identifies 'people with learning disabilities' and 'people with a mental, physical or sensory disability' as categories where people could be classed as vulnerable.

Disabled tenants form part of the Retirement Living and Lifeline services customer base. The Retirement Living teams have good knowledge of their tenants and are familiar with their specific needs.

Gender: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Gender Reassignment: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Marriage and Civil Partnership: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Pregnancy and Maternity: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Race: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Religion and Belief: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Sexual Orientation: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Head of Service:

I am satisfied with the results of this EIA. I undertake to review and monitor progress against the actions proposed in response to this impact assessment.

Signature of Head of Service:

Report of the Chief Executive

HOSPITAL DISCHARGE PILOT SCHEME1. Purpose of report

To inform the Committee about a Hospital Discharge Pilot Scheme that the Council is participating in.

2. Background

Nottinghamshire Sustainability and Transformation Plan (STP) 2016-21 has the ambition to improve the care that is provided within the community and to reduce pressure on its acute care services. Improving housing related support for hospital discharge is one of the two key elements of the Housing and Environment element of the STP. In addition, the NHS is required to adopt a new approach to hospital discharge called Discharge to Assess. This means patients will be discharged within 48 hours of being declared clinically optimised (medically fit) and their care needs will be assessed once they have returned home. To address this, Nottinghamshire Healthcare NHS Foundation Trust has secured funding for a pilot scheme to improve hospital discharge in South Nottinghamshire.

3. Detail

The pilot is a partnership between the NHS and Broxtowe, Gedling and Rushcliffe Borough Councils. The pilot proposes to use a hospital based resource that will link with a community based Hospital to Home Coordinator. Broxtowe is working in partnership with Metropolitan Housing Association, who will manage the Hospital to Home Coordinator from within its Connect Service. The Hospital to Home Co-ordinator will assist patients to successfully discharge from hospital. It is anticipated that the Council will be able to use some of its Retirement Living accommodation that is currently difficult to let to assist with this project.

It is also proposed that a Handyperson Service be introduced which will provide minor adaptations to allow patients to be discharged from hospital. The Housing Repairs Team will assist in providing this service within Broxtowe.

4. Financial implications

There are no financial implications as the costs of the pilot are met by the NHS Better Care Fund.

Recommendation

The Committee is asked to RESOLVE that the Hospital Discharge Pilot Scheme be supported.

Background papers

Nil

Report of the Chief Executive

LEASEHOLD MANAGEMENT POLICY1. Purpose of report

To seek Committee approval for a new Leasehold Management Policy

2. Background

Broxtowe Borough Council currently has 285 leaseholders. All flats sold through the right to buy are sold as leasehold, where the Council remains the freeholder of the property. On average the Council sells five leasehold properties a year.

3. Detail

The aim of the policy is to set out how the Council will:

- Meet its responsibilities to leaseholders under the terms of their lease
- Provide a good quality service to all leaseholders
- Ensure all leaseholders are given information about their rights and responsibilities
- Ensure that leaseholders are consulted in accordance with the requirements of legislation
- Work with leaseholders to maintain high levels of satisfaction

The Leasehold Management Policy is included in appendix 1 and an Equalities Impact Assessment is included in appendix 2.

3. Financial implications

There are no financial implications arising from this report.

Recommendation

The Committee is asked to RESOLVE that the new Leasehold Management Policy be approved.

Background papers

Nil



LEASEHOLD MANAGEMENT POLICY

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1.0 Scope

This policy applies to services provided by the Council to those who own their property on a leasehold basis.

2.0 Purpose

The purpose of this Policy is to provide clarity and consistency by outlining clearly the responsibilities and obligations of leaseholders and Broxtowe Borough Council's approach to delivering our contractual obligations.

3.0 Aims and Objectives

The aim of the policy is to set out how Broxtowe Borough Council will:

- Meet its responsibilities to leaseholders under the terms of their lease
- Provide a good quality service to all leaseholders
- Ensure all leaseholders are given information about their rights and responsibilities
- Ensure that leaseholders are consulted in accordance with the requirements of legislation
- Work with leaseholders to maintain high levels of satisfaction

4.0 Regulatory Code and Legal Framework

- Commonhold and Leasehold Reform Act 2002 – Including the Right to Manage and jurisdiction First Tier Tribunal (Property Chamber)
- Housing Act 1985 – Secure Tenancy Administration & Right of First Refusal
- Landlord and Tenant Act 1985 - Service Charges & Consultation
- Landlord and Tenant Act 1987 - Variation of leases
- Law of Property Act 1925 and the Housing Act 1996 - Forfeiture for breach of a covenant or condition of a lease
- Leasehold Reform Housing and Urban Development Act 1993 - Collective enfranchisement and lease renewals
- Leasehold Reform Act 1967 - Right to enfranchise

5.0 Responsibilities as the Freeholder

The Council will ensure that it meets its responsibilities as a Freeholder including:

- Repairing and maintaining the structure, exterior and any common parts of the building and property
- Providing adequate building insurance cover for the structure and common parts
- Ensuring the provision of services to common parts such as landlord lighting, grounds maintenance and communal repairs
- Providing a management service

5.1 Lease

The standard lease used by Broxtowe Borough Council has been amended over time. Therefore the terms of the lease may differ between leaseholders. The Council will ensure that the terms of each lease are met.

All Leaseholders will be provided with a copy of their lease from the solicitor acting on their behalf when they purchase the property. If a leaseholder requires a copy this can be obtained from the Land Registry or the Council. The Council will charge £10.00 for a copy of the lease.

The Council will collect all monies due to them under the terms of the lease. If a leaseholder is experiencing financial hardship, the Council will ensure that appropriate advice is given, including signposting to an agency that can assist.

The ground rent for all leaseholders is set at £10.00 per year, this is collected annually on the anniversary of the lease.

5.2 Leaseholder improvements

Leaseholders are responsible for maintaining and repairing the internal parts of their property including maintenance of fixtures and fittings. Leaseholders are required under the terms of their leases to obtain written consent to make any alterations or improvements, this is called a Licence to Alter and will be subject to a fee £100.00. Where permission is given this is subject to obtaining the necessary planning permission and building regulations. Where permission is refused, we will set out the reasons in writing for our decision.

Leaseholders will not be given permission for any alterations or improvements that:-

- Makes the property or part of the property dangerous or unstable;
- Encroaches upon land not defined in the lease;
- Impacts on the structure or changes to the appearance of the building or the shared or communal parts in any way;
- Affects the legal rights of other residents, for example a right of way;
- Invalidates the Council's building insurance;
- Makes maintaining neighbouring properties more difficult or expensive.

Where alterations to the property fall outside of the responsibility of the leaseholder and remain with the Council as the freeholder as outlined in the lease, a Deed of Variation is required. This will amend the lease so that the works can be undertaken by the leaseholder and will remain the responsibility of the leaseholder. There is a fee for a Deed of Variation, which will be reviewed annually. The current fee is £250.00 plus the relevant court fee. Where there is a failure to obtain the permission from the Council in relation to any relevant works, this amounts to a breach of the lease and this permission will be addressed retrospectively.

An application must be submitted to the Council giving full details of the works being requested and where applicable a plan. This will be considered by the Housing Repairs Manager and where necessary a site visit may be required. Once a decision

is made the leaseholder will be notified, full reason for refusal will be outlined and where relevant Legal will be instructed to progress the matter.

5.3 Major Works

The Council may undertake major works to the structure or fabric of the building. Major works may be planned, such as external painting and re-roofing. In these cases the Council will provide the Leaseholder with prior notice of the cyclical plan.

The Council will ensure that leaseholders are fully consulted in compliance with s20 of the Landlord and Tenant Act 1985, as amended by the Commonhold and Leasehold Reform Act 2002. This requires the Council to consult leaseholders on proposed major repairs or improvements for which they will be required to pay and proposed changes to contracts for long term maintenance services. A separate procedure outlines the process that must be followed.

There will be some occasions where major works are undertaken without the prior notice of leaseholders. This could include where there has been substantial damage to the fabric of the building which could not have been foreseen. In these circumstance the Council may negotiate a payment plan with the Leasehold if the cost is in excess of £500.00. The Council will aim for full payment within 12 months but this will be considered on a case-by-case basis.

The Council does not operate a 'sinking fund' for major works. This will be reviewed annually, taking account of the long term cyclical programme.

5.4 Routine Repairs

Repairs which are the responsibility of the Council as the Freeholder, as mentioned at 5.0 should be reported to the Council using the same methods as tenants of the Council, as outlined in the Repairs Policy. Repairs will be given the same level of priority as that which is offered to tenants.

5.5 Service Charges

Service charges will be calculated to reflect the actual costs incurred for each block and will be levied to the leaseholder in accordance with their lease. Leaseholders will receive an annual invoice detailing their apportionment of charges for the previous financial year. The Council will make reasonable management and administration charges in accordance with the provision of the lease. The service charge will be broken down into the following; management fee, repairs, communal lighting and grounds maintenance. Not all these charges will be applicable to every leasehold property every year.

The Council will prepare timely and accurate information about the cost of services for which service charges are due. The information will be posted to Leaseholders within six months of the end of the accounting period.

At least once a year, the Council will provide an opportunity for Leaseholders to discuss their service charges with the officers responsible for each service area. This may take the form of a meeting or marketplace event.

5.6 Subletting

Under the terms of the lease Leaseholders can sublet their property. Leaseholders should inform the Council when they sublet and must provide the relevant correspondence address for the Council's records. Where a leaseholder does not provide a relevant correspondence address all correspondence will be sent to the leasehold property as the last known address.

When a property is sublet it is the responsibility of the leaseholder to manage their tenant and ensure that there are no breaches of the lease. The leaseholder is liable for any breaches of the lease or any anti-social behaviour caused by their tenant.

5.7 Right to extend the lease

The Leaseholder has the right to extend the term of their lease. The terms of a lease can be varied only by specific agreement between the parties to the lease and, where appropriate, their mortgagees or through an order by the First- Tier Tribunal (Property Chamber).

The Leaseholder can apply for a new lease at any time as long as they have held the lease for two years or more.

5.8 Enfranchisement

Enfranchisement is a group right for leaseholders to buy the freehold of the building they live in subject to meeting certain conditions. Broxtowe Borough Council is the freeholder of all leasehold properties. Should Leaseholders seek to acquire the freehold of a block of flats, the Council will comply as required by the Commonhold and Leasehold Reform Act 2002.

5.9 Selling the lease

When a leasehold property is being sold, the Council will provide on request to the current and/or prospective leaseholder and their solicitor, all the necessary information regarding service charges and any planned major works. There will be a fee for this, which will be reviewed annually. The current fee is £150.00

Leaseholders are not required to seek permission from us if they wish to sell their home. However they are required to offer to sell their home back to the Council, if the sale is within ten years of initial purchase. This process is called the Right of First Refusal and full details can be found with the separate policy on this.

If a lease is sold within the first five years of the initial sale and is not an exempt disposal then a certain percentage of the sale price, depending on when it is sold, is to be paid back to the Council.

Where a sale of a lease takes place the new leaseholder must notify the Council within one calendar month of the transfer taking place. There is a fee for the processing of the Notice of Assignment, which will be reviewed annually. The current fee is £55.00.

5.10 Forfeiture of lease

This would only be considered in exceptional circumstances and on a case-by-case basis. The Council would only forfeit a lease where there is a breach of the terms of the lease.

6.0 Related Policies, Procedures and Guidelines

This policy should be read in conjunction with the:

- Repairs Policy
- Section 20 Consultation Procedure
- Leaseholder Handbook
- Right of First Refusal and Discount Repayable Policy

7.0 Review

The policy will be reviewed every 3 years, unless there is a change to legislation.

8.0 Document History and Approval

Date	Version	Committee Name
14/3/18	1	Housing Committee

APPENDIX 2

Equality Impact Assessment

Public bodies are required in to have **due regard** to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and any other conduct prohibited under the Act
- **advance equality of opportunity** between people who share a protected characteristic and people who do not share it, and
- **foster good relations** between people who share a protected characteristic and people who do not share it.

The Equality Act 2010 replaces the previous anti-discrimination laws with a single Act. It simplifies the law, removing inconsistencies and making it easier for people to understand and comply with it. It also strengthens the law in important ways, to help tackle discrimination and equality. The majority of the Act came into force on 1 October 2010.

The **public sector Equality Duty** came into force on 5 April 2011. The duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day to day work – in shaping policy, delivering services and in relation to their own employees.

The Equality Duty encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

The new equality duty replaces the three previous public sector equality duties, for race, disability and gender. The new equality duty covers the following **protected characteristics**:

- age
- disability
- gender reassignment
- pregnancy and maternity
- race – this includes ethnic or national origins, colour or nationality
- religion or belief – including lack of belief
- sex
- sexual orientation

It also applies to marriage and civil partnership, but only in respect of the requirement to have due regard to the need to eliminate discrimination.

Having **due regard** means consciously thinking about the three aims of the equality duty as part of the process of decision-making. This means that consideration of equality issues must influence the decisions reached by public bodies, including how they act as employers, how they develop, evaluate and review policies, how they

design, deliver and evaluate services, and how they commission and procure from others.

Having due regard to the need to **advance equality of opportunity** involves considering the need to:

- remove or minimise disadvantages suffered by people due to their protected characteristics
- meet the needs of people with protected characteristics, and
- encourage people with protected characteristics to participate in public life or in other activities where their participation is low

Fostering good relations involves tackling prejudice and promoting understanding between people who share a protected characteristic and others.

Complying with the equality duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve making use of an exception or the positive action provisions in order to provide a service in a way which is appropriate for people who share a protected characteristic.

The Equality Duty also explicitly recognises that disabled people's needs may be different from those of non-disabled people. Public bodies should therefore **take account of disabled people's impairments** when making decisions about policies or services. This might mean making reasonable adjustments or treating disabled people better than non-disabled people in order to meet their needs.

There is no explicit requirement to refer to the Equality Duty in recording the process of consideration but it is good practice to do so. Keeping a record of how decisions were reached will help public bodies demonstrate that they **considered the aims of the Equality Duty**. Keeping a record of how decisions were reached will help public bodies show how they considered the Equality Duty. Producing an Equality Impact Assessment after a decision has been reached will not achieve compliance with the Equality Duty.

It is recommended that assessments are carried out in respect of new or revised policies and that a copy of the assessment is included as an appendix to the report provided to the decision makers at the relevant Committee meeting.

Where it is clear from initial consideration that a policy will not have any effect on equality for any of the protected characteristics, no further analysis or action is necessary.

Public bodies should take a proportionate approach when complying with the Equality Duty. In practice, this means giving greater consideration to the Equality Duty where a policy or function has the potential to have a discriminatory effect or impact on equality of opportunity, and less consideration where the potential effect on equality is slight. The Equality Duty requires public bodies to think about people's different needs and how these can be met.

EQUALITY IMPACT ASSESSMENT (EIA)

Directorate:	Housing	Lead officer responsible for EIA	Rachel Shaw
Name of the policy or function to be assessed:		Leasehold Management Policy	
Names of the officers undertaking the assessment:		Rachel Shaw	
Is this a new or an existing policy or function?		New policy for existing function	
<p>1. What are the aims and objectives of the policy or function?</p> <p>The aim of the policy is to set out how Broxtowe Borough Council will:</p> <ul style="list-style-type: none"> • Meet its responsibilities to leaseholders under the terms of their lease • Provide a good quality service to all leaseholders • Ensure all leaseholders are given information about their rights and responsibilities • Ensure that leaseholders are consulted in accordance with the requirements of legislation • Work with leaseholders to maintain high levels of satisfaction 			
<p>2. What outcomes do you want to achieve from the policy or function?</p> <p>To provide an effective and efficient Leasehold Management service and to clearly set out the approach and costs for services.</p>			
<p>3. Who is intended to benefit from the policy or function?</p> <p>All leaseholders of Broxtowe Borough Council.</p>			
<p>4. Who are the main stakeholders in relation to the policy or function?</p> <ul style="list-style-type: none"> • Leaseholders • Housing staff • Legal Services staff 			
<p>5. What baseline quantitative data do you have about the policy or function relating to the different equality strands?</p> <p>There are currently 285 leaseholders. Many of the leaseholders were previously tenants of the Council and therefore some information about the equality strands is held. Where leases have been sold very little data is available.</p>			
<p>6. What baseline qualitative data do you have about the policy or function relating to the different equality strands?</p> <p>Leaseholders are invited to participate in scrutiny reviews, resident involvement meetings and join the forum for online consultation. During reviews no qualitative</p>			

data about different equality strands has been identified.

7. What has stakeholder consultation, if carried out, revealed about the nature of the impact?

Consultation has not been carried out. The new policy formalises practices that are already in place.

8. From the evidence available does the policy or function affect or have the potential to affect different equality groups in different ways?

In assessing whether the policy or function adversely affects any particular group or presents an opportunity for promoting equality, consider the questions below in relation to each equality group:

- **Does the policy or function target or exclude a specific equality group or community? Does it affect some equality groups or communities differently? If yes, can this be justified?**

The policy will affect all leaseholders equally. It is not anticipated that any equality groups will be affected differently.

- **Is the policy or function likely to be equally accessed by all equality groups or communities? If no, can this be justified?**

Yes

- **Are there barriers that might make access difficult or stop different equality groups or communities accessing the policy or function?**

Information for leaseholders will be provided in a variety of formats, including letters, information on the Council website, Leaseholder Marketplace events and through conversations face-to-face and on the telephone. This should ensure that leaseholders have access to information.

- **Could the policy or function promote or contribute to equality and good relations between different groups? If so, how?**

Events such as the Leaseholder Marketplace provide an opportunity for leaseholders to meet together.

- **What further evidence is needed to understand the impact on equality?**

Improvements are being made to the leaseholder service, which includes how we record information about leaseholders. Once the information is held on the Capita housing management system monitoring and analysis will be easier. It will also provide the facility to easily identify if any adjustments need to be made in methods of communication or information provided.

9. On the basis of the analysis above what actions, if any, will you need to take in respect of each of the equality strands?

Pregnancy and Maternity: It is acknowledged that there may be financial pressures for leaseholders during the period of pregnancy and maternity. Therefore it may be appropriate to consider payment plans if there is a need for major works to be completed during this time.

Disability: By working with leaseholders the Council will be able to identify any additional support required by disabled leaseholders to help them meet the conditions of their lease. This could include providing information in different formats or home visits to explain documents.

Age
Gender
Gender Reassignment
Marriage and Civil Partnership
Race
Religion and Belief
Sexual Orientation

It is not anticipated that the Council would need to take any further action in order to enable access for these groups. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Head of Service:

I am satisfied with the results of this EIA. I undertake to review and monitor progress against the actions proposed in response to this impact assessment.

Signature of Head of Service:

Report of the Chief Executive

TENANCY MANAGEMENT POLICY1. Purpose of report

To seek Committee approval for the new Tenancy Management Policy.

2. Background

Broxtowe Borough Council tenants have certain rights as part of their tenancies. The purpose of the Policy is to outline the rights of each Broxtowe Borough Council tenant has in accordance with the relevant legislation relating to tenancy management.

The Policy provides a framework of how the Council will respond to and manage certain circumstances that tenants may encounter or may request from the Council during the course of their tenancy.

As part of changing the tenancies that are offered by Broxtowe Borough Council, the Policy also seeks to clarify how tenancy rights will change or be different for those tenants who may hold different types of tenancy.

3. Detail

The aims of the Policy are to outline how the Council manages the following circumstances;

- Assignments
- Mutual Exchange
- Succession
- Tenancy Change
- Lodgers
- Subletting
- Unauthorised Occupants
- Breaches of Tenancy Agreement
- Death of a Tenant
- Ending a Tenancy

The Tenancy Management Policy is included as appendix 1 of the report and an Equalities Impact Assessment is included as appendix 2.

Recommendation

The Committee is asked to RESOLVE that the Tenancy Management Policy be approved.

Background papers

Nil



Tenancy Management Policy

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1.0 Scope

The Tenancy Management Policy affects all Broxtowe Borough Council tenants and the tenancies that they have with the Council. Some of the provisions in the Policy may not apply to all tenants during all periods of their tenancy, however, this will be made clear where this applies.

2.0 Purpose

The purpose of the Policy is to outline the rights that each Broxtowe Borough Council tenant has in accordance with the relevant legislation relating to tenancy management.

The Tenancy Management Policy provides a framework of how the Council will respond to and manage certain circumstances that tenants may encounter or requests that they may make over the course of their tenancy.

3.0 Aims and Objectives

As a social housing provider, Broxtowe Borough Council will provide an effective and efficient tenancy management service that reflects best practice, complies with current legislation that relates to tenancies and recognises the rights of its tenants.

The Policy will outline the Council's approach to managing;

- Assignment
- Mutual Exchange
- Succession
- Tenancy Changes
- Lodgers
- Subletting
- Decants
- Unauthorised Occupants
- Breaches of Tenancy Agreement
- Death of a Tenant
- Ending a Tenancy

4.0 Regulatory Code and Legal Framework

The rights and responsibilities of Secure Tenants are set out in the Housing Act 1985, as amended, and in the Council's Tenancy Agreement. The Housing 1996 Act established an Introductory Tenancy framework and The Localism Act 2011 outlined changes in succession rights and introduced Fixed Term Flexible Tenancies.

5.0 Policy Outline

5.1 Assignment

An Assignment is where one tenant or party in a tenancy signs to transfer their rights to and interest in a tenancy to another person. Secure and Fixed Term Tenants have the right to an Assignment. Introductory Tenants do not have this right.

Assignment of tenancy is prohibited in legislation. The Council will only consider assigning a tenancy in the scenario of a Mutual Exchange or if ordered by the Court in accordance with any matrimonial, family or other proceedings that may relate to the breakdown of a relationship between tenants or family members living at the property.

Assignment to a potential successor, to a person that is not currently part of the tenancy but who would have rights to the tenancy if a tenant was to die, where the above circumstances do not apply is managed as a Tenancy Change.

5.2 Mutual Exchange

A Mutual Exchange is where two or more tenants who live in separate dwellings swap with each other. A Mutual Exchange does not require a new tenancy to be created and is a move that does not require an allocation and letting. Mutual Exchanges are administered by a Deed of Assignment and no physical tenancy agreement is signed by the incoming or outgoing tenants.

Mutual Exchange is a right that is available to Secure and Fixed Term Tenants. Introductory Tenants do not have the right to Mutual Exchange.

Broxtowe Borough Council tenants have the right to Mutual Exchange with other tenants from other social landlords. The Council will accept the incoming tenant from the other landlord on the receipt of a satisfactory reference. The incoming tenants will be granted tenancy rights which are equivalent to the tenancy that they held with their previous landlord.

Fixed Term Tenants are able to Mutual Exchange and will be granted an exchange on equivalent tenancy terms. However, if a tenant moves from another landlord and is a fixed term tenant, a new Fixed Term Tenancy will be granted by the Council.

The right to Mutual Exchange is subject to written consent from the Council. When an application is received, the Council will make a decision and inform the tenant in writing within 42 days of the application being received. The Council can withhold permission in certain circumstances such as the property being too extensive for the tenants needs or a property being adapted for a person with disabilities. If

permission is to be withheld, the Council will serve a notice on the tenant explaining the reasons why within the 42 days. Further information is available in the Mutual Exchange Procedure.

The Council subscribes to Homeswapper, a national on-line system which assists tenants in finding a prospective Mutual Exchange.

5.3 Succession

A Succession is the process in which rights are transferred from one tenant to another when a tenant dies. There are a number of different circumstances and people who are or could be eligible for the tenancy when the tenant dies. These are described as Succession Rights.

A Succession does not involve signing a new tenancy agreement. All types of tenancies granted by Broxtowe Borough Council have the right to Succession. Introductory and Fixed Term Tenants have more restricted Succession Rights than Secure Tenants. For Introductory and Fixed Term Tenants, relatives of the deceased that are not a spouse, partner or civil partner or were not part of a joint tenancy at the point of death, do not have the right to succeed. For Secure Tenants, members of the extended family of the deceased that were resident for 12 months prior to the death of the tenant also have the right to succeed. Full details of those who may be able to succeed are outlined in the Succession Procedure.

A tenancy can only succeed once, and therefore further successions are prohibited. The Council will provide advice and assistance to those family members that are affected by this.

In the event of the death of a tenant, Broxtowe Borough Council will process a request for succession with sensitivity ensuring that the Council's decision is given as quickly as possible. In all cases, a full explanation will be provided to those where there is no right of succession or where the property may be unsuitable for them to occupy if they do have the right to succeed.

A joint tenant automatically succeeds should the other party in the joint tenancy die. The tenancy then transfers to a tenancy in the sole name of the surviving joint tenant and further Succession Rights do not apply. If there is more than one other party in the joint tenancy, the Council will allow the persons to decide themselves who takes on responsibility for the tenancy. In the case of non agreement, the Council will make the decision.

If there are multiple persons that have succession rights, the Council will allow the persons to decide themselves who takes on responsibility for the tenancy. In the case of non agreement, the Council will make the decision.

In certain circumstances, the property will be unsuitable for the successor's needs. In cases such as this, the Council will request that the successor move home and will make reasonable attempts to source alternative accommodation for them. The successor will receive a Secure Tenancy in their sole name in these circumstances so they will experience no reduction of tenancy rights. In cases where the tenant refuses reasonable alternatives in accommodation, the Council may seek possession to recover the property.

Where a tenant dies and there are no succession rights and a person is in occupation in the property, the Council will look to recover the property through an application to the Court. The Council will provide advice and assistance to those persons affected.

5.4 Tenancy Changes

A Tenancy Change is where a tenant is subject to a change in their circumstances and requires the Council to reflect them on their tenancy. A tenancy change request includes a person wishing to join a tenancy or a joint tenant requesting that the tenancy is put into a sole name.

Secure and Fixed Term Tenants can request a Tenancy Change. Introductory Tenants do not have the right to request a Tenancy Change.

In the cases where a joint tenancy is requested, the Council requests that the occupant requesting to join the tenancy has been resident for at least 12 months. In cases of marriage or civil partnership, the Council does not enforce the 12 months occupation guidance. The person that is requesting to join the tenancy must meet the standard qualifying criteria to be a tenant of Council housing. A tenancy can be created in joint names involving more than one other party in certain exceptional circumstances.

A joint tenancy should only be created with partners, spouses or civil partners. A joint tenancy may be granted in other circumstances, however, these are at the discretion of Broxtowe Borough Council.

In cases of a joint tenancy being transferred in to a sole name, the person who is going to take on the tenancy must have been in habitual occupation at the property when the request was received and must be a party involved in the existing joint tenancy. The tenancy will be put into sole names if both parties are in agreement to the change. A new sole tenancy will be created in these circumstances and the joint tenancy will be terminated.

5.5 Lodgers

A lodger is a person that a tenant wishes to move in with them but has no legal interest in the tenancy or property. A lodger will also not have exclusive use of any part of the home or be able to prohibit the tenant from having use of any part of the home.

No tenancy or tenancy rights are granted to the lodger by the Council. Any agreement that the lodger may have with the tenant in terms of financial contributions to the rent are not acknowledged by the Council. Any person that is a potential successor of the property is not defined as a lodger.

Broxtowe Borough Council Secure and Fixed Term Tenants can take in a lodger. Introductory Tenants do not have this right.

The taking in of a lodger must not include any alterations to the fabric of the building such as the partitioning of part of the home that the lodger with then has exclusive use of. This will be classed as subletting.

The Housing department will update the Revenues and Benefits Section should an application for a lodger be received or it become aware that the tenant may have taken in a lodger.

5.6 Subletting

Subletting occurs when an existing tenant wishes to allow another person (a subtenant) to move into the property and have exclusive use of it or a section of it. The tenant is only able to enter the area let to the subtenant with the subtenants' prior permission.

Broxtowe Borough Council Secure and Fixed Term tenants can apply to sublet part of their home to another person not named on the tenancy agreement. Introductory Tenants do not have this right. Part of a property can only be sublet with the written permission of the Council.

In cases where these requests are received, it will be necessary for the tenant to explain which rooms or parts of the property are going to be sublet, which parts the subletting tenant will have exclusive use of and what works are being requested to facilitate this. Any subletting will not be permitted if it results in overcrowding of the property.

No tenant will be allowed to sublet their entire home, this will be considered unlawful and a breach of their tenancy conditions. In these circumstances, legal action will be taken against the tenant to recover the property.

5.7 Decants

If a tenant is not able to occupy the property that they are the tenant of because of its condition, the tenant will be offered alternative accommodation as a decant. This is a temporary resettlement whilst the property is being brought up to a habitable standard and a decant is only provided on the advice of the Housing Repairs section of the Council, it is not at the request of the tenant. Full details of how the Council administers a decant is covered in the Decant Policy.

5.8 Unauthorised Occupants

Unauthorised or unlawful occupation of a Broxtowe Borough Council property is not permitted and the Council will take legal action to seek possession of the property through the Court in these circumstances. Unauthorised Occupants can sometimes be squatting in the property.

An Unauthorised Occupier can occur in a number of circumstances such as if one party of a joint tenancy terminates the tenancy. In circumstances such as these, the unauthorised occupier will be considered responsible for the use and occupation of the property and therefore will be charged a use and occupation charge by the Council. The Council will also provide advice and assistance with finding alternative accommodation.

In cases where squatters have gained access and are in occupation, the Council will request the assistance of Nottinghamshire Police to remove them from the property.

5.9 Breaches of the Tenancy Agreement

Broxtowe Borough Council will proactively investigate all breaches of tenancy. The Council's aim is to stop any identified tenancy breach by swiftly intervening and using all its available powers. It is always the Council's intention to support the tenant to sustain their tenancy, however in serious cases possession action will be taken to bring the tenancy to an end by serving Notice of Seeking Possession. Protection for the tenant will be available through internal review processes and the legal system.

Where the Council cannot manage the breach by itself it will work with its partners in a multi-agency approach.

5.10 Death of a Tenant

If a tenant dies and there is no request for a succession, the Council will seek to end the tenancy by asking the Next of Kin or Executor of the Estate to legally terminate the tenancy.

The tenancy will continue and rent will be due until the tenancy has been effectively terminated.

In cases where there is no known Executor or Next of Kin, the Council will serve a Notice on the Personal Representatives of the deceased and the Public Trustee to end the tenancy.

5.11 Ending a Tenancy

A tenancy can be brought to an end in different ways, depending on the tenancy type and the circumstances that lead to the tenancy termination.

In all cases, a tenant is required to give 4 weeks written notice to the Council if they wish to end their tenancy. If a tenant is transferring to another property within Broxtowe Borough Council stock, the Council will end the tenancy upon receipt of the keys.

If the Council wishes to terminate a tenancy it will serve the relevant Notice which has been signed by an Officer with appropriate delegation in the Constitution. The Council will give due consideration to the Equalities Act 2010 when serving Notices and preparing Possession Proceedings.

Where the Council wishes to bring either an Introductory or Fixed Term tenancy to an end it will provide an independent appeals processes which allows the tenant to contest the service of the Notice.

The Council will continue to provide advice and assistance to all tenants that are threatened with eviction, are evicted and/or that are made homeless as a result of any action taken by the Council.

6.0 Related Policies, Procedures and Guidelines

This policy should be read in conjunction with the:

- Tenancy Management Procedures including:
 - Succession Procedure
 - Mutual Exchange Procedure
 - Termination of Tenancy Procedure
 - Death of a Tenant Procedure
 - Fixed Term Tenancies Procedure
 - Introductory Tenancies Procedure
 - Tenancy Change Procedure
 - None Tenanted Occupation Procedure
- Tenancy Agreement
- Tenure Policy
- Enforcement Policy
- Anti-Social Behaviour Policy
- Decant Policy
- Anti-Social Behaviour Procedure
- Rent Arrears Policy
- Rent Arrears Procedure

7.0 Review

This Policy should be reviewed every 3 years unless tenancy agreements require to be changed, tenancy types change or because of significant changes in legislation.

8.0 Document History and Approval

Date	Version	Committee Name
14/03/2018	1.0	Housing Committee

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APPENDIX 2

Equality Impact Assessment

Public bodies are required in to have **due regard** to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and any other conduct prohibited under the Act
- **advance equality of opportunity** between people who share a protected characteristic and people who do not share it, and
- **foster good relations** between people who share a protected characteristic and people who do not share it.

The Equality Act 2010 replaces the previous anti-discrimination laws with a single Act. It simplifies the law, removing inconsistencies and making it easier for people to understand and comply with it. It also strengthens the law in important ways, to help tackle discrimination and equality. The majority of the Act came into force on 1 October 2010.

The **public sector Equality Duty** came into force on 5 April 2011. The duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day to day work – in shaping policy, delivering services and in relation to their own employees.

The Equality Duty encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

The new equality duty replaces the three previous public sector equality duties, for race, disability and gender. The new equality duty covers the following **protected characteristics**:

- age
- disability
- gender reassignment
- pregnancy and maternity
- race – this includes ethnic or national origins, colour or nationality
- religion or belief – including lack of belief
- sex
- sexual orientation

It also applies to marriage and civil partnership, but only in respect of the requirement to have due regard to the need to eliminate discrimination.

Having **due regard** means consciously thinking about the three aims of the equality duty as part of the process of decision-making. This means that consideration of equality issues must influence the decisions reached by public bodies, including how

they act as employers, how they develop, evaluate and review policies, how they design, deliver and evaluate services, and how they commission and procure from others.

Having due regard to the need to **advance equality of opportunity** involves considering the need to:

- remove or minimise disadvantages suffered by people due to their protected characteristics
- meet the needs of people with protected characteristics, and
- encourage people with protected characteristics to participate in public life or in other activities where their participation is low

Fostering good relations involves tackling prejudice and promoting understanding between people who share a protected characteristic and others.

Complying with the equality duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve making use of an exception or the positive action provisions in order to provide a service in a way which is appropriate for people who share a protected characteristic.

The Equality Duty also explicitly recognises that disabled people's needs may be different from those of non-disabled people. Public bodies should therefore **take account of disabled people's impairments** when making decisions about policies or services. This might mean making reasonable adjustments or treating disabled people better than non-disabled people in order to meet their needs.

There is no explicit requirement to refer to the Equality Duty in recording the process of consideration but it is good practice to do so. Keeping a record of how decisions were reached will help public bodies demonstrate that they **considered the aims of the Equality Duty**. Keeping a record of how decisions were reached will help public bodies show how they considered the Equality Duty. Producing an Equality Impact Assessment after a decision has been reached will not achieve compliance with the Equality Duty.

It is recommended that assessments are carried out in respect of new or revised policies and that a copy of the assessment is included as an appendix to the report provided to the decision makers at the relevant Committee meeting.

Where it is clear from initial consideration that a policy will not have any effect on equality for any of the protected characteristics, no further analysis or action is necessary.

Public bodies should take a proportionate approach when complying with the Equality Duty. In practice, this means giving greater consideration to the Equality Duty where a policy or function has the potential to have a discriminatory effect or impact on equality of opportunity, and less consideration where the potential effect on equality is slight. The Equality Duty requires public bodies to think about people's different needs and how these can be met.

EQUALITY IMPACT ASSESSMENT (EIA)

Directorate:	Housing	Lead officer responsible for EIA	Richard Smith
Name of the policy or function to be assessed:		Tenancy Management Policy	
Names of the officers undertaking the assessment:		Richard Smith	
Is this a new or an existing policy or function?		New policy outlining existing landlord and tenancy functions	
<p>1. What are the aims and objectives of the policy or function?</p> <p>The Tenancy Management Policy sits beneath the Tenancy Agreement that the Council provides. It reflects the differing rights that tenants have depending on which agreement they have signed.</p> <p>Tenants of the Council have certain rights afforded to them as part of their tenancy. The aims of the policy are to outline these rights that relate to the management of the tenancy and provide some guidelines for how they are managed when they occur. These include Assignment, Mutual Exchange, Succession, Tenancy Changes, Lodgers, Subletting, Unauthorised Occupants, Breaches in Tenancy Agreement, Death of a Tenant and Ending of a Tenancy.</p>			
<p>2. What outcomes do you want to achieve from the policy or function?</p> <p>The tenancy management policy will provide clarity for Officers and residents about how the Council will administer certain rights and responsibilities that tenants have. It will also inform residents about how the Council will deal with requests that are made under the policy.</p> <p>It will ensure that the Council is compliant with its responsibilities under relevant legislation.</p> <p>The Tenancy Management Policy will ensure that all tenants receive a consistent response to issues that may arise in respect of their tenancy agreements.</p>			
<p>3. Who is intended to benefit from the policy or function?</p> <p>The Tenancy Management Policy will apply to all tenants.</p>			
<p>4. Who are the main stakeholders in relation to the policy or function?</p> <ul style="list-style-type: none"> • All tenants • Those persons living with tenants • Family members of tenants 			
<p>5. What baseline quantitative data do you have about the policy or function</p>			

relating to the different equality strands?

The Council has around 4300 tenants who all have a tenancy agreement and will be covered by the Tenancy Management Policy. There are around a further 350 new tenancies granted each year that will also come under the remit of the Policy.

6. What baseline qualitative data do you have about the policy or function relating to the different equality strands?

All tenants of the Council will be covered by the Tenancy Management Policy. The Tenancy Management Policy will ensure that a consistent approach is taken to administering tenants' rights and will lead to a fair approach being taken for all tenants.

7. What has stakeholder consultation, if carried out, revealed about the nature of the impact?

The contents of the Tenancy Management Policy provide guidance about how the Council will respond to the rights that tenants have in accordance with their respective agreements. The Policy does not prohibit or change any tenancy rights, and sets out the Council's statutory responsibilities to its tenants. As there are not changes, no stakeholder consultation has taken place.

8. From the evidence available does the policy or function affect or have the potential to affect different equality groups in different ways?

In assessing whether the policy or function adversely affects any particular group or presents an opportunity for promoting equality, consider the questions below in relation to each equality group:

- **Does the policy or function target or exclude a specific equality group or community? Does it affect some equality groups or communities differently? If yes, can this be justified?**

All tenants have a tenancy agreement that provides them with the rights outlined in legislation. The policy sets out how the Council will respond to issues that arise under the tenancy. No communities or groups are affected in any different or adverse way.

- **Is the policy or function likely to be equally accessed by all equality groups or communities? If no, can this be justified?**

The Policy applies to all tenants as all tenants have tenancy rights. Some of the tenancy rights will only be triggered in certain circumstances where the tenant's circumstances dictate.

Some groups, such as established tenants will have more rights than newer tenants this is reflective of the current legal and policy framework.

<ul style="list-style-type: none"> • Are there barriers that might make access difficult or stop different equality groups or communities accessing the policy or function? <p>It is the responsibility of the Council as a landlord to ensure that we maximise access for all groups. This would include the following actions:</p> <ul style="list-style-type: none"> • Arrange to translate the new tenancy agreement for residents whose first language is not English • Arrange appropriate additional support for residents who may not understand the agreement (e.g. support worker invited to the sign up meeting).
<ul style="list-style-type: none"> • Could the policy or function promote or contribute to equality and good relations between different groups? If so, how? <p>The Policy may raise awareness of tenancy rights amongst officers and residents. For example, a tenant may improve their housing situation by completing a mutual exchange which is highlighted as a right within the Tenancy Management Policy.</p> <p>It ensures that a consistent approach will be taken and that the Council will exercise its duties within the current legal and policy framework.</p>
<ul style="list-style-type: none"> • What further evidence is needed to understand the impact on equality? <p>Using existing performance monitoring frameworks, the Council will be able to establish whether there has been any negative or positive impact on residents and their ability to access services.</p>

<p>9. On the basis of the analysis above what actions, if any, will you need to take in respect of each of the equality strands?</p>
<p>Age: It has been identified that there is a higher proportion of older residents in the borough than the national average. It is also acknowledged that young people, including those leaving care and teenage parents are likely to be vulnerable.</p> <p>The rights of those tenants that are in existing tenancies remain unaffected and those who hold a Secure Tenancy are also unaffected.</p> <p>New Introductory Tenants will not have the same rights as Secure Tenants; Introductory Tenancies will be offered to all new tenants, regardless of age.</p>
<p>Disability: The Housing Act 1996 identifies ‘people with learning disabilities’ and ‘people with a mental, physical or sensory disability’ as categories where people could be classed as vulnerable.</p> <p>Regular visits will help to identify any additional support required by disabled tenants</p>

to help them to sustain their tenancy.

The deployment of existing resources in the Housing Management Teams, particularly the Tenancy Sustainment Officer, will help residents who may be affected by a disability and their ability to access services.

Gender: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Gender Reassignment: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Marriage and Civil Partnership: The Tenancy Management Policy sets out that marriage and civil partnerships are viewed positively. The Policy confirms that a tenant in a civil partnership is treated in the same way as a married tenant and their rights are protected.

Pregnancy and Maternity: It is not anticipated that the Council will need to take any further action in order to enable access for this group.

Race: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Religion and Belief: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Sexual Orientation: It is not anticipated that the Council will need to take any further action in order to enable access for this group. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Head of Service:

I am satisfied with the results of this EIA. I undertake to review and monitor progress against the actions proposed in response to this impact assessment.

Signature of Head of Service:

Report of the Chief Executive

HOUSING REPAIRS POLICY1. Purpose of report

To seek approval for a new Housing Repairs Policy.

2. Background

The purpose of the Repairs Policy is to state clear guidelines which officers will work towards when delivering this important service.

3. Detail

The previous operational plan had not been revised for several years. The Council aims to provide an efficient, effective and consistent repairs service for the tenants and leaseholders of the borough. This policy details the levels of service provided, together with specific landlord and tenant responsibilities and together with the recently approved gas and electrical safety policies and associated procedures provides a robust framework for the provision of and management of the repairs service. Consultations with tenant groups, staff, Legal and a consultant have taken place with the outcomes and recommendations being included within this policy.

The draft Repairs Policy is included as appendix 1 and attached as appendix 2 is the Right to Repair booklet. An Equalities Impact Assessment is included as appendix 3.

4. Financial Implications

There are no direct financial implications to proceeding with this Policy.

Recommendation

The Committee is asked to RESOLVE that the Housing Repairs Policy be approved.

Background papers

Nil



REPAIRS POLICY

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1.0 Scope

This policy covers the repairs service provided by Broxtowe Borough Council to tenants and leaseholders. It applies to individual properties and communal areas. Gas and Electrical Safety are covered by separate policies.

2.0 Purpose

The purpose of this policy is to set out the way in which Broxtowe Borough Council will carry out repairs to Council owned properties and meet its legal obligations under Section 11 of the Landlord and Tenant Act 1985 and under its Tenancy Agreements and leases.

3.0 Aims and Objectives

The Council are committed to providing an excellent, cost effective housing repairs service which is responsive to the needs of our tenants and leaseholders. The aims of the repairs policy are to:

- Effectively manage the repairing obligations of Broxtowe Borough Councils housing stock for its residents
- Ensure the Council provide an effective planned maintenance service through the Capital Works Team driven by a comprehensive asset management policy.
- Ensure that the Council comply with all legislative, regulatory and Health and Safety requirements and meet best practice
- Set out the service standards that will be provided when a repair is reported
- Ensure that our service is tailored to tenant's individual needs

4.0 Regulatory Code and Legal Framework

The following legislation sets out our obligations as a landlord. The Council will ensure that the repairs service is delivered with reference to the following:

- Section 11 of the Landlord and Tenant Act 1985
- Housing Act 1985
- Environmental Protection Act 1990
- Secure Tenants of Local Authorities (Right to Repair) Regulation 1994
- Disability Discrimination Act 2005 (Disability and Equality Act 2010)
- Leasehold Reform, Housing and Urban development Act 1993
- Commonhold and Leasehold Reform Act 2002
- Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994
- Gas Safety (Installation and use) Regulations 1998
- Regulatory Reform (Fire safety) Order 2005
- The Control of Asbestos Regulations 2012
- Health and Safety at Work etc Act 1974
- The Management of Health and Safety at Work Regulations 1999

- Control of substances hazardous to health regulations 2002
- Water Supply (Water Fittings) Regulations 1999
- Occupiers Liability Act 1957 and Occupiers Liability Act 1984
- The Construction (Design and Management) Regulations 2015.
- Building Regulations Approved Documents
- IET Requirements for Electrical Installations 17th Edition 2015 3rd Amendment (BS7671)
- Legionnaires' disease. The Control of Legionella Bacteria in Water Systems, Approved Code of Practice and Guidance L8 2013
- The Control of Legionella Bacteria in Hot and Cold Water Systems HSG274 2014.

As a registered provider of housing, the Council are also obliged to be compliant with The Homes and Communities Home Standards which covers two areas:

- Quality of accommodation
- Repairs and maintenance

Quality of accommodation

Registered providers shall ensure that they:

- Ensure that tenants' homes meet the standard set out in section five of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard

Repairs and Maintenance

Registered providers shall:

- Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and has the objective of completing repairs and improvements right first time
- Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

The Housing Repairs Team has published a Customer Care and Workmanship Standard" which sets out the standards the Council will meet when delivering our services. The Council are committed to providing the best possible customer experience and will monitor our service delivery in accordance with the above document.

The Council request that any external contractors working on behalf of the Housing Repairs Service adheres to the "Sub-Contractors Code of Conduct" which ensures our tenants receive a consistently high quality service.

5.0 Policy Outline

5.1 Day to Day Repairs

Repairing Responsibilities

Repairing liability is shared between the landlord and tenant and set out in legislation and within the terms of the Tenancy Agreement. The Council are responsible for repairing and maintaining the following:

- Structure and exterior of the property (including drains and gutters)
- Space and water heating equipment, if they have been installed by the Council
- Installations for the supply of gas, electricity, water and sanitation
- Common areas
- Plastering
- Kitchens and bathrooms
- External decoration

Where the Council receives notice of an actionable item of disrepair, fails to address the repair within a reasonable period of time and the tenant suffers a loss, there could be a case for a disrepair claim against the Council. In such cases, guidance within the “Pre-Action Protocol for Housing Disrepair” will be followed in conjunction with the Council’s Legal team.

Tenants are responsible for undertaking and renewing minor repairs including:

- Replacing plugs and chains to sinks, baths and wash basins
- Minor cracks to plaster
- Re-pressurizing a boiler
- Easing doors over carpets
- Resetting fuses if they blow due to an appliance or light bulb fault
- Unblocking waste pipes to a sink, bath, shower or wash basin

Where access needs to be gained below a floor to undertake a repair and laminate flooring or carpets are fitted, it is the tenant’s responsibility to remove and refit these items to enable the repair to be completed.

Repair Priorities

All repairs are given a priority, which allows us to effectively manage the Housing Repairs Service. The Customer Services team will diagnose the repair during the call with the tenant to ensure that the correct category is assigned.

The Council utilise the following 6 repairs categories:

- **Emergency X** – Attend and make safe within 4 hours where possible
- **Emergency A** – Attend and complete within 1 working day
- **Urgent B** – Attend and complete within 3 working days
- **Urgent C** – Attend and complete 7 working days
- **Routine D** – Attend and complete within 20 working days

- **Planned E** – Repair will be carried out as part of a planned maintenance programme and will be completed within 1 year or as part of a programme of planned works

Some jobs (EG. requests for major works or damp related issues) may require a pre-inspection to establish the extent of the works before the appointment is confirmed. If required, our call answering staff will arrange for a pre-inspection to be carried out within 5 working days of the repair being reported.

The repair priority will be reviewed for Tenants with additional care and support needs and an additional priority can be agreed.

Tenants are responsible for reporting their repairs and the Council offer the following repairs reporting options:

- By telephone on **0115 9177777**
- In writing
- By email to housingrepairs@broxtowe.gov.uk
- Via the website (<https://selfservice.broxtowe.gov.uk/renderform.aspx>)
- In person

All repairs are coordinated by the Customer Services Team who are available between 8.30am and 5.00pm Monday to Thursday and 8.30am to 4.30pm on a Friday.

Call answering staff aim to arrange an appointment for the repair with the tenant during their initial contact with us. The following appointment times are available:

- 8.30am – 12noon
- 12noon – 5pm
- Saturday morning appointments (gas servicing only)

Timed appointments are available for tenants with additional and support needs.

Appointments are agreed with the tenant and confirmed in writing. Operatives will call the tenant in advance of their appointment to confirm their availability. Missed appointments cost money and create inefficiencies so the Council may charge a tenant for missing a second confirmed appointment.

Tenants may be able to claim for compensation if the Council fail to attend an appointment which has been agreed in writing. The Council expect repairs to be completed to the standards within our “Customer Care and Workmanship Standards” document. If the Council fail to achieve these standards, tenants and leaseholders can complain using our complaints policy, if they are not satisfied with the works.

5.2 Out of Hours

Repairs telephone calls received outside of the times stated above will be classed as “out of hours” and are coordinated by a third party. Repairs that cannot wait until the next working day will be defined as an “emergency out of hours repair” and the Council will seek to attend this repair in accordance with our listed priorities. Tenants who report a repair out of normal office hours which is not classed as an

emergency will be advised why the Council will not be able to attend, how they might be able to assist themselves and how to report the repair the next working day.

If an operative attends an emergency out of hours repair and the tenant is not at home the Council may charge an abortive callout charge. This may also be the case if the reported emergency is a routine repair when the Council attend. Our standard charges for such situations can be found within our "Schedule of costs for recharges" document.

5.3 Follow-on Works

The Council aim to complete the vast majority of jobs during the first visit. If the operative or contractor is unable to complete the repairs during the first visit, they will advise the tenant of the reasons why and will arrange a further visit by contacting the Repairs Department from site. Follow-up works will be dealt with if we were unable to complete the originally logged works on the first visit.

5.4 Quality Control

To maintain quality, the Council will complete a minimum of 10% quality control checks across all trades. These will comprise of monitored inspections whilst the works are being carried out and post inspections following completion of the work.

An external company is used to undertake audits of gas, electrical and legionella related works. These checks are carried out as part of the above. A list of jobs is referred to the external auditor on a monthly basis where these checks will be completed. Additional to this, an annual audit will be commissioned to confirm compliancy.

5.5 Mutual Exchanges

Tenants have the right to mutually exchange, subject to availability. Following receipt of a request the Council will carry out an inspection to identify if any repairs are required.

Gas and electrical checks will be completed prior to a mutual exchange taking place.

5.6 Improvements and Alterations

Tenants have the right to make improvements to their home, subject to: written permission being given by us, and other permissions including planning approval being obtained if required. The permissions letter will include an asbestos report. The Council will only refuse permission for improvements with good reason.

It is the tenant's responsibility to repair and maintain any improvements that have been installed with our permission. Where permission has not been sought the Council reserve the right to request that the property is restored to its former condition at the tenants cost.

Where works have been carried out to an unacceptable standard the Council will request that it is rectified at no cost to the Council. If remedial works are not completed within a reasonable timescale, the Council will undertake the works and recharge the tenant.

5.7 Voids

The Housing Repairs Service is responsible for undertaking repairs to properties whilst void.

Where a void property is identified to be non-decent, needs major works or is scheduled for modernisation within 6 months, the works will be referred to the Capital Works Team for completion. These works will where possible be undertaken within a maximum of 3 weeks and on occasions may be deferred until after the tenancy has commenced. Modernisation works will only be deferred in situations where the tenancy start date cannot be delayed. In these situations, the property must be let in a habitable condition and the ingoing tenant fully briefed on the situation and our proposals.

The repairs team will independently review performance of voids properties, in particular related to the period of time keys are with them.

5.8 Rechargeable Repairs

If the Council has to replace or repair items due to the wilful damage or neglect of the Council's property by a tenant, their family or a visitor then the tenant will be charged the full cost of the repair. The payment must be paid in full before the repairs will be completed, unless there are exceptional circumstances. These could include when the tenant has been hospitalised or arrested or if the repair falls into an emergency priority. In emergency situations, the Council will make the property safe (ie. Board up a window) but will not undertake the remaining works until the tenant has paid the cost of the works.

Where rechargeable repairs are undertaken out of hours or where it has been agreed in writing that the tenant does not need to pay in advance, an invoice can be raised and a 15% administration charge will be added to the total amount payable.

Where rechargeable repairs are identified following vacation of a property, the previous tenant will be sent a letter and invoice. Photographic evidence will be provided to substantiate the recharge. This process will be carried out in conjunction with the pre-termination procedure.

For all recharges, there will be an appeals process as documented in the recharges procedure, where tenants / former tenants are provided with the opportunity to query the charge.

5.9 Contents Insurance

The Council are not responsible for tenant's contents and recommend that tenant's arrange their own contents insurance. However, if damage is caused to a property, our fixture and fittings, a shared area or a neighbouring property by the tenant, a member of their household or a visitor, including pets, the tenant is responsible for making good the damage. This includes both accidental damage and deliberate damage, for example, flooding caused by a washing machine or deliberate damage caused to an internal door. This is because these items are not covered by the tenant's contents insurance.

5.10 Use of Sub Contractors/Contractors versus in-house

To assist in the completion of repairs, the Council will use a range of external contractors. Regardless of who is allocated the works though, our tenants should receive the same levels of customer care, service delivery and workmanship. If works are allocated to a contractor or sub-contractor for completion, our call answering staff will make the caller aware of who is visiting them. Contractors undertaking repairs will be expected to adhere to the standards set out in the "Contractor standards" booklet.

However, the majority of repairs will be carried out by our team of multi-skilled in-house operatives.

5.11 Procurement

Where there is a need for works to be contracted out, these will be procured following standing orders through either a quotation exercise for low value works or a formal tendering exercise for more extensive works. Where value for money can be demonstrated, the use of procurement frameworks will also be considered.

5.12 Approach to value for money

The provision of a service that demonstrates value for money is one of our key objectives. Productivity and performance reports will be generated to demonstrate this objective through the effective use of the Housing Management System, Vehicle tracking solution, one-to-one's Performance Appraisals and individual accountability reports.

5.13 Links to Asset Management Strategy

The repairs team plays a key part in ensuring our assets are maintained in an effective and efficient manner.

The Asset Management Strategy will specifically identify components and elements of the building which need renewal and the timescales for this work.

The Housing Management System will interlink the Repairs and Capital Works Teams, ensuring a cohesive approach to asset management.

Planned Maintenance works such as pointing, roofing, guttering, decorating, plastering are an integral part of the Asset Management Strategy where the Council will demonstrate value for money through procurement programmes to undertake this type of work.

5.14 Health and Safety

Another key objective is to ensure the Council adhere to Health and safety legislation and guidance.

Our in-house team of operatives will be issued with risk assessments, method statements, known locations of asbestos, any known risks on site and policies / procedures related to a variety of recognised health and safety risks. We will provide

external contractors with pre-construction information including asbestos reports, any residual risks within the curtilage of the property and any information held on the Council's Employee Protection Register.

At tenancy commencement, tenants will be issued with any known locations of asbestos, the gas safety certificate and electrical test certificate.

Properties with a gas supply will receive a gas safety check at least every 12 months. Properties with an electrical supply will receive an electrical safety test at least every 5 years. Properties with stored water will receive a legionella check at least every 12 months. Further details regarding these areas of work can be found within the gas, electrical and legionella policies.

5.15 Tenants with additional support needs

The Council recognise that some tenants may need extra support to maintain their tenancies and live independently. The Council will tailor our services for tenants who are identified as being vulnerable.

To assist in the provision of a service to vulnerable tenants, the Council will undertake minor adaptations such as grab rails and half steps. The Council will also service and maintain adaptations installed by our Aids and Adaptations team such as stair-lifts, hoists, walk-in showers, ramps and door entry systems.

The Council will not maintain portable aids though, such as hospital beds, mobile hoists and temporary ramps provided by Social Services or Occupational Health.

5.16 Leaseholders

Broxtowe Borough Council has a number of leaseholders and as the freeholder, the Council are responsible for keeping the structure of the building, any common parts of a block and all common external areas in a good state of repair. Repairs undertaken for the benefit of leaseholders are recharged to the leaseholder with the annual service charge. The Council will comply with the requirements of the Common-hold and Leasehold Reform Act 2002, which sets out in detail how leaseholders must be consulted and charged for works.

The Council can offer a chargeable service to leaseholders for repairs which are not our responsibility such as boiler servicing. Rates for such a service are detailed within our rechargeable repairs procedure. This service has previously been approved by our Resident Involvement Group.

5.17 Right to Repair

Qualifying repairs, up to the value of £250, are urgent works that can affect health, safety or security. Examples of these repairs are a total loss of power, water or heating, a bad leak which cannot be isolated, an insecure or dangerous property.

The Council will attend to urgent qualifying repairs (See Appendix A) within the timescales set by Secure Tenants of Local Authorities (Right to Repair) Regulations 1994.

Should the Council fail to attend to such a repair within the required timescales, tenants may be entitled to claim compensation.

5.18 Right to Compensation

Section 99A of the Housing Act 1985 and the Secure Tenants of Local Authorities (Compensation for improvements) Regulations 1994 apply to improvements carried out by secure tenants.

Tenants may be able to claim compensation for certain improvements that have been made when the tenancy ends. The compensation is calculated to take into account wear, tear and depreciation. Tenants can claim compensation for the cost of materials (but not appliances such as cookers and fridges) and labour costs.

Sometimes damage will be caused to a tenant's property, fixtures or fittings during the completion of repairs works. Where an operative or contractor acknowledges that damage has been caused the Council will inspect the damage and agree any compensation due. This will be approved by the Head of Housing. If the matter is disputed then it will be referred to the Council's Insurance Department who will determine if the Council are liable for compensating the tenant.

If a property is damaged following a roof leak, water leak or other unforeseen circumstance, then a tenant will be asked to complete an insurance claim form and any liability can be assessed by the Council's insurers.

5.19 Right to Buy

If a tenant has exercised their right to buy the property, the Council will continue to undertake qualifying repairs only. Routine and planned repairs will not be carried out.

5.20 Monitoring information

The following key performance information is collated and used to measure the effectiveness of the Housing Repairs Service:

- % of repairs completed right first time
- % of repairs appointments kept
- % of properties with gas that are safe and have a valid safety certificate
- % of properties with a valid electrical safety certificate
- Average time void properties are with the repairs team

Customer satisfaction data is regularly collected from residents and used to improve services.

6.0 Related Policies, Procedures and Guidelines

This policy should be read in conjunction with the:

- Tenancy Agreement
- Leasehold Agreement
- Asset management Policy
- Void Management Policy and associated procedures
- Lettable standard
- Gas Safety Policy, associated procedures and access process

- Electrical Safety Policy, associated procedures and access process
- Tenancy Management Policy
- Improvements Policy
- Compensation Policy
- Corporate Complaints Policy
- Asbestos Code of Practice and associated procedures
- Legionella Code of Practice and associated procedures
- Mutual Exchange policy
- Customer Care and Workmanship Standards
- Contractor standards
- Schedule of costs for recharges
- Pre-termination procedure
- Rechargeable repairs procedure
- Secure Tenants of Local Authorities (Right to Repair) Regulation 1994.
- Pre-Action Protocol for Housing Disrepair
- Customers with additional support needs

7.0 Review

This policy will be reviewed at the following times:

- Annually unless there are changes in legislation
- At any significant change in legislation where this policy or other supplementary policies are affected

8.0 Appendices

8.1 – Appendix A – Right to repair leaflet

9.0 Document History and Approval

Date	Version	Committee Name
14/03/2018	A	Housing Committee

APPENDIX 2

Contact us:

Tel: 0115 9173838 direct line to Repairs

Fax: 0115 917 3165

E-mail: housingrepairs@broxtowe.gov.uk

Website: www.broxtowe.gov.uk

Or write to us at the address below



**Broxtowe
Borough
COUNCIL**

Positive People - Positive Leadership - Positive Partnerships

Right to Repair

If you need this leaflet in other formats or languages, contact us on 0115 9177777

ਜੇਕਰ ਤੁਸੀਂ ਇਹ ਲੀਫਲੈਟ ਕਿਸੀ ਹੋਰ ਭਾਸ਼ਾ ਜਾਂ ਫੋਰਮੈਟ ਵਿੱਚ ਲੈਣਾ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕ੍ਰਿਪਾ ਕਰਕੇ 0115 9177777 ਤੇ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

如果你需要此傳單用其他的形式或文字寫成，
請撥電話 0115 917 7777 與我們 聯絡。

تو براہ مہربانی فون نمبر: 0115 9177777 پر ہم سے رابطہ کریں۔
اگر آپ چاہتے ہیں کہ یہ لیف لیٹ آپ کو اردو میں مہیا کیا جائے

Other leaflets you may find helpful:

How To Report A Repair

What Repairs Am I Responsible For

When Will My Repairs Be Carried Out

Broxtowe Borough Council - Housing Repairs 'getting it right first time'

Broxtowe Borough Council
Housing Repairs, Council Offices,
Foster Avenue, Beeston
Nottingham, NG9 1AB

Under the Right to Repair Scheme the Council is required to carry out certain repairs within a set time period.



getting it right first time

Housing Repairs

Right to Repair

Under the Right to Repair Scheme the Council is required to carry out certain repairs within a set time period. The type of repairs and the set time period for each are as follows:-

REPAIR	WORKING DAYS TO COMPLETE THE WORK
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the property)	1
Toilet not flushing (where there is no other working toilet in the property)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread	3
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working.	7

If any of these repairs are not completed within the set time you can require the Council to instruct another contractor to carry out the work. If the second contractor fails to complete on time the Council must pay you £10 compensation plus additional £2 per each day's delay in completing the repair, subject to a maximum of £50.

The Council will acknowledge receipt of a request for any or the above repairs.

APPENDIX 3

Equality Impact Assessment

Public bodies are required in to have **due regard** to the need to:

- **eliminate unlawful discrimination**, harassment, victimisation and any other conduct prohibited under the Act
- **advance equality of opportunity** between people who share a protected characteristic and people who do not share it, and
- **foster good relations** between people who share a protected characteristic and people who do not share it.

The Equality Act 2010 replaces the previous anti-discrimination laws with a single Act. It simplifies the law, removing inconsistencies and making it easier for people to understand and comply with it. It also strengthens the law in important ways, to help tackle discrimination and equality. The majority of the Act came into force on 1 October 2010.

The **public sector Equality Duty** came into force on 5 April 2011. The duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day to day work – in shaping policy, delivering services and in relation to their own employees.

The Equality Duty encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people's needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people's opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

The new equality duty replaces the three previous public sector equality duties, for race, disability and gender. The new equality duty covers the following **protected characteristics**:

- age
- disability
- gender reassignment
- pregnancy and maternity
- race – this includes ethnic or national origins, colour or nationality
- religion or belief – including lack of belief
- sex
- sexual orientation

It also applies to marriage and civil partnership, but only in respect of the requirement to have due regard to the need to eliminate discrimination.

Having **due regard** means consciously thinking about the three aims of the equality duty as part of the process of decision-making. This means that consideration of equality issues must influence the decisions reached by public bodies, including how they act as employers, how they develop, evaluate and review policies, how they

design, deliver and evaluate services, and how they commission and procure from others.

Having due regard to the need to **advance equality of opportunity** involves considering the need to:

- remove or minimise disadvantages suffered by people due to their protected characteristics
- meet the needs of people with protected characteristics, and
- encourage people with protected characteristics to participate in public life or in other activities where their participation is low

Fostering good relations involves tackling prejudice and promoting understanding between people who share a protected characteristic and others.

Complying with the equality duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve making use of an exception or the positive action provisions in order to provide a service in a way which is appropriate for people who share a protected characteristic.

The Equality Duty also explicitly recognises that disabled people's needs may be different from those of non-disabled people. Public bodies should therefore **take account of disabled people's impairments** when making decisions about policies or services. This might mean making reasonable adjustments or treating disabled people better than non-disabled people in order to meet their needs.

There is no explicit requirement to refer to the Equality Duty in recording the process of consideration but it is good practice to do so. Keeping a record of how decisions were reached will help public bodies demonstrate that they **considered the aims of the Equality Duty**. Keeping a record of how decisions were reached will help public bodies show how they considered the Equality Duty. Producing an Equality Impact Assessment after a decision has been reached will not achieve compliance with the Equality Duty.

It is recommended that assessments are carried out in respect of new or revised policies and that a copy of the assessment is included as an appendix to the report provided to the decision makers at the relevant Committee meeting.

Where it is clear from initial consideration that a policy will not have any effect on equality for any of the protected characteristics, no further analysis or action is necessary.

Public bodies should take a proportionate approach when complying with the Equality Duty. In practice, this means giving greater consideration to the Equality Duty where a policy or function has the potential to have a discriminatory effect or impact on equality of opportunity, and less consideration where the potential effect on equality is slight. The Equality Duty requires public bodies to think about people's different needs and how these can be met.

EQUALITY IMPACT ASSESSMENT (EIA)

Directorate:	Housing, Leisure & Property Services	Lead officer responsible for EIA	Gary Duckmanton
Name of the policy or function to be assessed:		Housing Repairs Policy	
Names of the officers undertaking the assessment:		Gary Duckmanton	
Is this a new or an existing policy or function?		New	
1. What are the aims and objectives of the policy or function? To provide a framework around how the Council are going to manage day to day repairs within their dwellings.			
2. What outcomes do you want to achieve from the policy or function? <ul style="list-style-type: none"> - A framework for the provision of an effective and efficient repairs service - Full compliancy 			
3. Who is intended to benefit from the policy or function? <ul style="list-style-type: none"> - The Council through better controls of resources - The Council through reduced liability - Residents through the provision of an effective service - Staff through having a policy in place 			
4. Who are the main stakeholders in relation to the policy or function? <ul style="list-style-type: none"> - Officers - Operatives - Tenants and leaseholders - Members - Managers - Senior Officers 			
5. What baseline quantitative data do you have about the policy or function relating to the different equality strands? <ul style="list-style-type: none"> - We have comprehensive data regarding our tenants and leaseholders related to ethnicity, age, gender, disability 			
6. What has stakeholder consultation, if carried out, revealed about the nature of the impact? <p>Residents</p> <ul style="list-style-type: none"> - The Homes Service Review Group and Residents Involvement Group has been consulted revealing concerns related to communication with customers with additional support needs (particularly those with sight impediments). <p>Officers</p> <ul style="list-style-type: none"> - It was acknowledged that the existing systems did not allow letters to be 			

computer generated in different languages or in large print.
<p>7. From the evidence available does the policy or function affect or have the potential to affect different equality groups in different ways?</p> <p>No, there is no expected potential to affect different people in different ways</p> <p>In assessing whether the policy or function adversely affects any particular group or presents an opportunity for promoting equality, consider the questions below in relation to each equality group:</p> <ul style="list-style-type: none"> Does the policy or function target or exclude a specific equality group or community? Does it affect some equality groups or communities differently? If yes, can this be justified? <p>The policy will affect all tenants equally. It is not anticipated that any equality groups will be affected differently.</p> <ul style="list-style-type: none"> Is the policy or function likely to be equally accessed by all equality groups or communities? If no, can this be justified? <p>Yes, it can be equally accessed by all equality groups or communities</p> <ul style="list-style-type: none"> Are there barriers that might make access difficult or stop different equality groups or communities accessing the policy or function? <p>Information for tenants and leaseholders will be provided in a variety of formats, including letters, leaflets, information on the Council website, events and through conversations face-to-face and on the telephone. This should ensure that tenants and leaseholders have access to information.</p> <ul style="list-style-type: none"> Could the policy or function promote or contribute to equality and good relations between different groups? If so, how? <p>The RIG and Homes Service Review Groups provide an opportunity for residents to meet together.</p> <ul style="list-style-type: none"> What further evidence is needed to understand the impact on equality? <p>Once vulnerability information is held on the Capita housing management system monitoring and analysis will be easier. It will also provide the facility to easily identify if any adjustments need to be made in methods of communication or information provided.</p>
<p>8. On the basis of the analysis above what actions, if any, will you need to take in respect of each of the equality strands?</p>
<p>Pregnancy and Maternity: It is acknowledged that there may be financial pressures for tenants and leaseholders during the period of pregnancy and maternity. Therefore it may be appropriate to consider payment plans if there are any rechargeable works during this time.</p>

Disability: By working with tenants and leaseholders, the Council will be able to identify any additional support required by disabled residents to help them meet the conditions of their tenancy related to repairs. This could include providing information in different formats or home visits to explain documents.

Age
Gender
Gender Reassignment
Marriage and Civil Partnership
Race
Religion and Belief
Sexual Orientation

It is not anticipated that the Council would need to take any further action in order to enable access for these groups. Regular monitoring and analysis may identify reasons that have not been anticipated. Action will be taken to mitigate any barriers identified.

Head of Service:

I am satisfied with the results of this EIA. I undertake to review and monitor progress against the actions proposed in response to this impact assessment.

Signature of Head of Service:

Action Plan

Action to be taken	What outcome is wanted?	What milestones will be used?	Who is the Lead Responsible Officer?	What is the Target Date for Completion?
Letters and correspondence from the Capita Open Housing system is to be available in large print	Important documentation regarding repairs is available to all		Gary Duckmanton	01-12-2018
Letters and correspondence from the Capita Open Housing system is to be available in different languages	Important documentation regarding repairs is available to all		Gary Duckmanton	01-12-2018
Vulnerability is recorded and maintained on the Capita Open Housing system	All staff share vulnerability issues so as to promote fairness and the ability to communicate with all		Gary Duckmanton	01-08-2018

Report of the Chief Executive

UPDATED SECURE TENANCY AGREEMENT1. Purpose of report

To seek Committee approval to commence the statutory process of introducing a new tenancy agreement for our existing secure tenants.

2. Background

The Council currently offers all tenants a secure tenancy in accordance with the Housing Act 1985. At Housing Committee on 17 January 2018, the Committee approved changes to the tenancies that would be offered to new tenants. The Council wishes to update the existing secure tenancy agreement to match the new agreements that have been agreed for new tenants. The updated secure tenancy agreement will not affect existing tenant's rights or affect the type of tenancy that they hold, just their responsibilities as a tenant.

3. Detail

To amend the tenancy agreement for existing secure tenants, the Council has a legal obligation to consult its secure tenants in accordance with Section 105 of the Housing Act 1985. Section 105 advises that:

"A landlord authority shall maintain such arrangements as it considers appropriate to enable those of its secure tenants who are likely to be substantially affected by a matter of housing management:

- a) To be informed of the authority's proposals in respect of the matter
- b) To make their views known to the authority within a specified period"

The proposed new Secure Tenancy Agreement, which is circulated separately, was considered by the Housing Performance Group at its meeting on 28 February 2018. The Group resolved that the proposed Secure Tenancy Agreement be approved. A key changes summary document is included in appendix 1. The statutory consultation plan is included in appendix 2.

4. Financial implications

There will be some costs associated with the statutory consultation but these will be met from existing budgets.

Recommendation

The Committee is asked to RESOLVE that the new Secure Tenancy Agreement be approved for the purposes of a statutory consultation as set out in the plan in appendix 2.

Background papers

Nil

Summary of Key Changes to Draft Secure Tenancy Agreement Terms**APPENDIX 1**

New Section	New Section Title	Details of Change	Effect of change
1.5	General Terms	Introduces any day start to the tenancy	Helps to reduce void times and allow tenants to pay rent from when they sign for a new tenancy
1.6	Rent Payments	Details changes to rent payment arrangements. Rent is now due weekly in advance. When available, payment by direct debit will be the preferred payment option.	Rent is now due in advance for all tenants
1.7-1.11	Former Occupancy Debts	Clarifies and puts in to the agreement that former charges or tenancy arrears are due in the exceptional circumstances where a tenant has been rehoused with debts owing to the Council	To ensure that former tenant arrears are part of the tenancy
1.13	Other Services	Allows for other services and charges to be added to the agreement in the future if required	The Council could request further service charging from tenants in the future
1.14	Gifted Items	Clarifies an arrangement between Council and Tenant around fixtures and fittings left when a tenant moves in. These are currently put in a disclaimer.	To provide clarity for tenants
2.1-2.2	Energy Efficiency Payments	Clarifies the arrangement between Council and tenant over the ownership over Energy Efficiency Systems	To provide clarity for tenants
2.11	Data Protection, Fraud and other matters	Clarifies how information is collected, controlled and used by the Council.	To provide clarity for tenants
3.4	Repair of installations	Provides clarity and further detail about what the installations the Council will provide	To provide clarity for tenants
3.5	Repair of structure and exterior	Provide clarity and further detail about the structure and what the Council is responsible for	To provide clarity for tenants

New Section	New Section Title	Details of Change	Effect of change
3.6	Repair of common parts	Provide clarity of the Council's responsibilities for communal areas	To provide clarity for tenants
3.7	Repairs we are not responsible for	Clarifies tenants responsibilities for damage and neglect	To provide clarity for tenants and allow for the Council to take action where necessary
4.4	Rent	Further clarity on rent in advance and also the responsibility of joint tenants being jointly responsible for the rent	To provide clarity for tenants and so the Council can take action where necessary
4.10	Outgoings	Advises that it is the tenants responsibility for any bills at the property	To provide clarity for tenants
4.15	Use of the property	Advises tenants regarding the correct disposal of needles	To provide clarity for tenants
4.16	Use of the property	Updates the tenancy agreement around involvement in terrorism	To provide clarity for tenants
4.17	Use of the property	Updates the tenancy agreement and to provide further detail about not using the property for any illegal or immoral purposes	To provide further details explicitly in the agreement about what the property can and cannot be used for
4.12	Harassment: bullying, pestering and upsetting other people	Extends harassment to include harassment by social media	To allow the Council to take action for harassment via social media
4.13	Gardens	Provides additional detail to the extent of the expected maintenance of gardens to include tenants own outbuildings. Provides tenants with further detail about the Council's expectations relating to the maintenance of hedges, trees and fences	To provide clarity for tenants

New Section	New Section Title	Details of Change	Effect of change
4.22	Domestic violence	Creates a separate clause for domestic abuse instead of including it with anti-social behaviour	To recognise this as separate from anti-social behaviour
4.23	Access	Creates a separate clause for Access to the property and when tenants must let us in to their home. This will assist with the Council's legal obligations around access for gas servicing	To assist the Council in meeting its legal obligations and inform tenants of their responsibilities
4.25-4.26	Pets	Conditions relating to pets have been rewritten and redefined	To clarify tenants responsibilities and what is permissible.
4.28-4.29	Communal areas and facilities	Provides additional clarity for responsible usage of communal areas, with specific reference to mobility scooter charging	To provide clarity for tenants and to enable the Council to take action where necessary
4.31-4.34	Vehicles	To create a separate section around vehicles and parking	To provide clarity for tenants on this issue that causes increasing issues on estates
4.35 – 4.38	Damage, maintenance and decoration	Clarifies for tenants what routine maintenance they are responsible for in their homes.	To provide clarity for tenants
4.39	Interference	Advises tenants that certain fixtures and services in the property should not be tampered with	To provide clarity for tenants and to enable the Council to take action where necessary
4.42-4.44	Health and safety	To create a separate section around the keeping and control of potentially hazardous substances	To provide clarity for tenants and to enable the Council to take action where necessary
4.47	Temporary vacation of your home for works	Clarifies arrangements and creates a clause around a potential 'decant' to temporary accommodation	To provide clarity for tenants
4.50	Moving Out	Advises tenants how to end their tenancy	To provide clarity for tenants

APPENDIX 2

Plan for undertaking statutory tenant consultation on the updated secure tenancy agreement

Background

The Council currently offers all tenants a secure tenancy in accordance with the Housing Act 1985. At Housing Committee on 17th January 2018, the Committee approved changes to the tenancies that would be offered to new tenants. The Council wishes to update the existing secure tenancy agreement to match the new agreement that has been agreed for new tenants.

While existing tenants will continue to enjoy the same secure 'lifetime' tenancies as they have currently, there is a need to ensure consistency in respect of tenancy conditions and obligations across all Council tenancy agreements.

This paper sets out the consultation plan

Consultation Requirements	<p>The process for varying a secure tenancy under the Housing Act 1985 is set out in section 102 and requires Broxtowe to:</p> <ul style="list-style-type: none"> • Serve a preliminary notice on all tenants which will: <ul style="list-style-type: none"> ○ Inform, the tenant of the landlord's intention to serve a notice of variation ○ Specify the proposed variation and its effect; and ○ Invite the tenant to comment on the proposed variation within such time, specified in the notice, as the landlord considers reasonable • Broxtowe must then consider any comments made by the tenant within the specified time • Once the preliminary notice has been served on tenants and the specified time has elapsed and any comments made by tenants have been considered, the landlord may effect the variation by serving a notice of variation on tenants in accordance with section 103 of the Act. This notice must specify: <ul style="list-style-type: none"> ○ The variation effected by it ○ The date on which the variation will take effect • This notice must be accompanied by information that Broxtowe considers necessary to inform the tenant of the nature and effect of the variation. <p>This process is planned to take effect between May 2018 and July 2018. It is hoped that the new secure tenancy agreement will be in place from 1 November 2018.</p>
Promotion and Publicity	<p><u>Tenants</u></p> <ul style="list-style-type: none"> • Existing tenants will be sent a hard copy of the draft agreement in the post and be invited to make comments

	<ul style="list-style-type: none"> • An article about the proposed changes and consultation process will be included within June edition of Tenant and Leaseholder Matters • Updates and reminders about the consultation will be issued on social media including Twitter and Facebook • Information available and visible in reception • Alerts will be posted on the Homeseach website • A dedicated page will be created on the Broxtowe Borough Council website with information about proposed changes and consultation process • Information available on Retirement Living schemes on Notice boards and tenants made aware through tenants meetings <p><u>Internal Teams</u></p> <ul style="list-style-type: none"> • Briefings will be carried out to key teams explaining the proposed changes and consultation process • An SMT briefing note to inform wider teams • Information on the intranet for all staff information <p><u>Members</u></p> <ul style="list-style-type: none"> • Housing Committee and Housing Performance Group to view and make necessary comment and approvals • Send details of the consultation and the draft agreement to all members as part of the consultation <p><u>Partners</u></p> <ul style="list-style-type: none"> • Information will be sent to key statutory and non-statutory partners regarding the proposed changes and consultation process
Details of Consultees	<ul style="list-style-type: none"> • Existing Council Tenants • Elected members • Registered providers of social housing operating in the Borough of Broxtowe. • External agencies such as the Citizens Advice Bureau • Local partnerships with a housing interest such as the members of the ASB Meeting
Methodology	<p>The consultation process has been designed to maximise the opportunity for tenants to provide their feedback on the proposed changes and to ensure compliance with the legal process:</p> <ul style="list-style-type: none"> • Existing tenants to be sent the draft agreement, consultation documents and an explanatory letter in the post by registered post. These documents will be sent to all tenants, even if the tenancy is a joint tenancy.

	<ul style="list-style-type: none"> • Vulnerable tenants will be identified and offered a personal visit from a member of the Housing team to explain the proposed changes and consultation process • Existing tenants will also be able to feedback using a dedicated web link to on-line version of the documents • A dedicated e-mail and phone number will be publicised to capture tenant comments • Consultation events will be held at various locations during the consultation period. This will allow tenants to meet Housing team members in person and raise any queries • Consultation events to be held on Retirement Living Schemes, 1 in each of the hub areas, to involve and engage more specifically with Retirement Living Tenants
Feedback to tenants	<ul style="list-style-type: none"> • A further report will be presented to Housing Committee which highlights the issues raised during the consultation • The Council will consider all comments received to determine whether changes should be made before the documents are finalised • The final report with summary of comments and Council responses will be sent in writing to everyone who had submitted a comment • Final copies of the finalised tenancy conditions will be sent to all existing tenants with at least 28 days' notice of the intention to introduce the new agreement
Data analysis	<ul style="list-style-type: none"> • All comments will be compiled by subject area and reported back to Housing Committee with Officer responses
Costs	<ul style="list-style-type: none"> • The consultation work will be undertaken using in-house resources • The publicity will be done largely using existing media communication methods and mail outs, such as website, social media and tenant and leaseholder matters • The mail outs of the new draft documents will be carried out by an external provider, similar to is routinely used by Council Tax and for the garden waste service. • The anticipated cost of the mail out will be around £6000 per mail out. There will need to be two mail outs.

Report of the Chief Executive

BUILDING MORE SOCIAL AND AFFORDABLE HOUSING IN BROXTOWE1. Purpose of the report

To propose a way forward to enable the building of more social and affordable housing more quickly in Broxtowe.

2. Background

The definitions of terms such as ‘affordable housing, social rented housing and intermediate housing’ are set out in paragraph 2 of appendix 2. Appendix 1 sets out the progress being made in relation to the Council’s Housing Strategy 2015-2020 against its first objective “developing homes to meet the needs of our residents”. A separate brochure is circulated with the agenda showing examples of completed schemes.

The Council has adopted an ad hoc and opportunistic approach to housing building to this point, taking advantage of relationships with existing preferred partner registered social landlords, some of our surplus assets identified through measures such as garage sites rationalisation, and building specialist housing on the basis of assumed need (dementia bungalows).

The setting up of a housing building company has been considered but it is suggested that a housing company should not be set up (if at all) until the Council has a well evidenced approach to the need it is seeking to meet, the housing shortfall that it is seeking to address and the geographical locations it is seeking to prioritise. Some councils have set up companies with a view to building houses (not necessarily affordable) to make profits which then cross-subsidise social and affordable housing. Others solely focus on social or affordable housing and some have chosen to address social and affordable housing provision through partnerships with registered social housing providers and not set up a company at all. The Council should first understand the need which exists and then develop a plan to meet that need which may or may not involve the setting up of a development company. The expertise to produce a report and plan of this nature is not available in house.

3. Financial implications

These are set out in appendix 3.

Recommendation

The Committee is asked to RESOLVE to:

- (a) Put out to tender work to provide updated information on social and affordable housing need in Broxtowe; and**
- (b) Require as part of that work the production of a draft House building delivery plan.**

Background papers

Nil

APPENDIX 1

The Council's **Housing Strategy 2015-2020** has as its first objective "developing homes to meet the needs of our residents".

There are five specified outcomes under this objective in the strategy. These are listed below with a short summary of progress so far.

Outcomes	Progress
1. Review non-operational land such as garage sites to provide affordable housing.	<p>A garages strategy was produced. Some sites have been redeveloped. A list of under-utilised land assets has been approved by Committee.</p> <p>A land disposal policy was approved in November 2017 to formalise the policy approach to disposal of under-used and surplus land.</p> <p>Policy and Performance Committee considered options for disposal of the surplus garages land in February 2018 and requested a report back on a number of options including market rate housing to subsidise provision of predominantly social housing; alternative provision of more mixed social and affordable housing and integration of self build opportunities.</p>
2. Understand the affordable housing needs of the area.	<p>The Council has identified its objectively assessed housing need through its aligned Core Strategy and has set out the number of homes required to be built in Broxtowe over the plan period. The need for affordable housing formed part of this evidence.</p> <p>The Council has worked to prepare its Local Plan Part 2 which will set out where the housing numbers identified in the plan will be delivered.</p> <p>In parallel with the Local Plan Part 2 process the Council is working with Town and Parish Councils and local forums to support the development of local Neighbourhood Plans. These plans</p>

Outcomes	Progress
	describe the desired local context within which the new houses will be built.
3. Understand the needs of older residents of the Borough.	A consultancy study on the future of the retirement living service has been commissioned which has identified a need to de-commission current housing unsuitable for older people and make it available for general needs purposes, along with remodelling and re-envisioning the model of support offered through our retirement living service.
4. Work with Planning to develop policies to secure the highest possible delivery of new affordable homes.	<p>According to the Council's planning policy, an affordable housing contribution is required on sites on which more than 25 homes are proposed to be delivered.</p> <p>30% of appropriate sites shall comprise affordable housing (or a "robustly justified" offsite contribution). Locational variations and lower thresholds are to be considered on the basis of a criteria set out in the Aligned Core Strategy and the local Plan part 2. Affordable housing requirements within larger sites are to be considered on a site by site basis.</p>
5. Effective partnership working.	The Council has worked in partnership with a range of registered social landlords and developers to build homes. A brochure has been produced setting out what has been achieved.

APPENDIX 2

1. Objective of the study

- 1.1. Establish the current and projected need for social rented and affordable housing in Broxtowe over the next 10 years.
- 1.2. Identify the extent to which this need will be provided by the housing market and through registered social landlords or other partners.
- 1.3. Clarify the affordable house building intentions of registered providers for our area in the next 10 years.
- 1.4. Identify the need for and planned provision of specialist accommodation for particular groups of people in Broxtowe – e.g. people with disabilities, older people, key workers.
- 1.5. Consider the land and financing options available to Broxtowe to fund a house building delivery programme.
- 1.6. Develop a draft house building delivery plan for Broxtowe.

2. The Study Definitions

- 2.1. The definitions of various types of housing are set out in the National Planning Policy Framework.

Affordable housing is social rented (owned by local authorities and private registered providers) for which guideline rents are provided through the national rent scheme.

Affordable rented housing is let by local authorities or private registered providers of social housing to households eligible for social rented housing. Affordable rent is subject to rent controls that require a rent no more than 80% of the local market rent (including service charges where applicable).

Intermediate housing is homes for rent and sale provided at a cost above social rent but below market levels subject to the criteria in the affordable housing definition above.

- 2.2. The study should define the term 'affordable housing' based on income and rent/mortgage payments in the Borough. A formula should be created to update the affordability definition e.g.: index link to average % increases in house prices and pay or by any other formula approved by the report's commissioning officer.
- 2.3. Define the terms 'key worker' and 'key worker needs' but should draw on any pre-existing findings of the studies commissioned by the Greater Nottingham Joint Planning Advisory Board into employer needs.
- 2.4. Define the Housing Rental Market Area ('HRMA') for the Broxtowe in a way which is aligned with definitions used within work commissioned through the Greater Nottingham Joint Planning Advisory Board.

3. Methodology

- 3.1. The local need for affordable housing within Broxtowe Borough Council should be investigated and analysed using the model set out in Government Guidance on Strategic Housing Market Assessments known as the Basic Needs Assessment Model (BNAM). It should be recognised that in establishing housing requirements, evidence of both housing need and demand should be considered. The approach assumes that secondary data will be used where appropriate and feasible including the Broxtowe Council housing register.
- 3.2. Market value and rent information will be collected from UK National Statistics website¹ as well as Zoopla property website. Broxtowe Borough Council's housing register information with household type, priority band and property types has been provided by Broxtowe Borough Council Housing Department.
- 3.3. Planning information and developer pipeline information should be drawn from the housing land supply monitoring database and housing trajectory work produced and held by Broxtowe Borough Council, including its asset register, and from discussions with registered social landlords working or intending to work within the Broxtowe area.
- 3.4. Financial information on the resources available to Broxtowe Borough Council should be derived through analysis of the HRA business plan, right to buy receipts, section 106 contributions and land ownership information.

4. Identification of Housing Need

- 4.1. Identify affordable and social housing need. In particular the study must:
 - establish the total social and affordable housing need consistent with the position on Housing need identified through work jointly commissioned by the Greater Nottingham Joint Planning Advisory Board.
 - establish the number of affordable and social housing units required at the date of the publication of the study and provide forecasts for the next five years and an indication of need for the next ten years.
 - establish the need for nursing home and extra care sheltered housing provision in the Borough.
 - establish the need for key worker accommodation in the Borough.
 - indicate the location preference, size and types of units required including any adaptations/requirements of those with special needs. This information should be presented at borough, parish and ward level.
 - indicate tenure preference i.e.: social rent, market rent, sub market rent, low cost home ownership, owner occupation.
 - provide information to assist in utilising existing stock to meet identified local housing need - assessment of vacant properties in the area.

- indicate the degree to which the housing register and transfer lists reflect housing need.
- 4.2. In relation to homelessness the study must indicate the number of hidden homeless and potentially homeless including those found to be intentionally homeless. In doing this the contractor will work with a broad definition of homelessness to include not just those who the Council has a duty to under the homelessness legislation or those who are roofless and must consider the following:
- Hidden homelessness/concealed households in particular: people currently living with a host family but who plan to move away from the host family in the next 1-2 years; and those who are homeless but have not approached the Council.
 - To identify the routes into homelessness that is to say the reasons for homelessness or potential homelessness. Particular attention should be paid to priority need groups such as 16/17 year olds, care leavers, ex-prisoners, ex- armed forces and Violence as a route into homelessness .

5. Production of the House building Delivery Plan

- 5.1. The House Building delivery plan should set out a projected plan for delivering additional social and affordable homes in Broxtowe.
- 5.2. The development of the plan should provide a means of engaging Members and Officers in the process of identifying preferred priorities for the Council to focus on (i.e. develop a clear understanding of what the Council's role should be as opposed to the roles of the private sector and RSLs). This will provide a strategic approach to determine the shape of the draft delivery plan.
- 5.3. The timeline of the study should set out a five year and 10 year indicative timeline for delivery with the five year time line developed with the most degree of certainty.
- 5.4. The plan should consider the extent to which the council could or should adopt methods such as buy back, or purchase of homes already built on the market to accelerate the provision of social and affordable housing
- 5.5. The plan should consider the potential to convert redundant office or retail accommodation into housing development and potential through a refresh of the Empty Homes strategy.
- 5.6. The plan should set out inasmuch as it can be ascertained the intentions of RSLs operating within the area and other key partners such as Nottinghamshire County Council, Developers and other Public bodies.
- 5.7. The indicative financing of the plan should set out drawing on information gained in 3.4.above.

6. Financing of the Plan

The indicative financing of the plan should set out drawing on information gained in 3.4.above.

APPENDIX 3

It is suggested this work should be funded using the £50k already set aside in the current year's budget to investigate the setting up of a housing building company.



Broxtowe
Borough
COUNCIL



HOUSING

A Development Showcase

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FOREWORD

Through our Housing Strategy 2015 -2020 we have committed to ‘developing homes to meet the needs of our residents’. This includes providing our tenants with modern facilities, good quality fittings and where necessary, adaptations to enable them to enjoy living in their home. We are proud of the new properties we have built within our borough, both for our own tenants and in partnership with registered providers.

We wish to thank all our partners who have made these achievements possible. In our Housing Strategy we committed to ‘developing partnerships to deliver improvements’. The brochure includes many examples of how we have accomplished this. We look forward to continuing to provide good quality homes for our residents through innovation and strong partnership working.



Ruth Hyde OBE
Chief Executive,
Broxtowe Borough Council



Building new affordable homes in the Borough

Having a safe and comfortable place to live has a fundamental impact on health and well-being, education and employment. Housing is therefore essential in creating safe, sustainable and thriving places where people want to live.

Broxtowe Borough Council worked with Nottingham Community Housing Association (NCHA) and Pelham Architects to build 88 properties to be owned and managed by NCHA – 10 of these properties have been built to accommodate residents with learning difficulties.

Whenever possible, Broxtowe Borough Council take the opportunity to work in partnership with other agencies to deliver new innovative housing.



NEW BUILD DEVELOPMENTS



Peatfield Court

NEW BUILD DEVELOPMENTS

Built in 1971, Peatfield Court was one of the Council's older Retirement Living schemes, consisting of 27 properties.



The scheme had become difficult to let and no longer fit for purpose due to consisting mainly of bedsit properties. Consideration was given to renovating the building; however this was not possible due to the construction of the property and costs involved.



The redevelopment of Peatfield Court was completed in 2015 and consists of 23 properties.



Wyndham Court

Wyndham Court was built in 1971 and consisted of 27 self-contained flats, eight bungalows and a common room and had also proven to be difficult to let. It was a mixed scheme of elderly and vulnerable tenants.



New purpose built specialist accommodation has been provided at Ulmus Court, Chilwell and was completed in 2014



The redevelopment of Wyndham Court was completed in 2015 and consists of 14 properties.



NEW BUILD DEVELOPMENTS

Dementia Friendly Bungalows (Sherwood Rise and Bexhill Court)

These developments offer six dementia friendly bungalows in total, including a room for carers to help support the needs of individual tenants, together with an additional three x one bedroom bungalows for people who wish to move to Retirement Living.



Dementia bungalows have been incorporated into the Council's Retirement Living service at Sherwood Rise, Eastwood (completed in 2015) and Bexhill Court, Beeston (completed in 2016). This is for a partnership project between Broxtowe Borough Council, Nottingham Community Housing Association and Pelham Architects.



The homes have been designed to be dementia-friendly with special emphasis on colours, textures and patterns, as people with dementia can struggle with depth perception and patterns can cause confusion. Colour is also an important issue, to ensure that there is lots of light in the home and that things like doors, light fittings and toilet seats are easy to distinguish. Each room in the dementia friendly bungalows is a different pastel colour so they are easily identifiable to the resident, even if they are confused or disorientated.



The Council, working in partnership, has a proven track record of providing new affordable housing in the borough.

Most Councils had not built anything for at least two decades before we undertook our first independent affordable housing projects which were completed in 2007.

Four, two bedroom houses and two, three bedroom houses at Welch Avenue, Stapleford (former garage site) which was completed in 2011 owned and managed by Broxtowe Borough Council.



Midland Road/ Church Street, Eastwood (completed in 2014) was previously a large house and two blocks of garages. The site now features four, two bedroom bungalows and two, two bedroom houses



One, two bedroom house and two, three bedroom houses at Sunnyside Road, Chilwell (former garage site) which was completed in 2012 owned and managed by Broxtowe Borough Council.



Morel Close, Eastwood (formerly land off Wilson Road) which was completed in 2014 has 16 houses and owned by NCHA.



Six, one bedroom and four, two bedroom flats in Nottingham Road, Stapleford (completed in 2011) owned and managed by Broxtowe Borough Council.

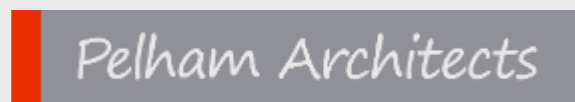


Chewton Street, Eastwood (completed in 2013) is Derwent Living owned and managed and has 36 properties.



Four, two bedroom houses and two, three bedroom houses at Hawkers Close, Chilwell (former garage site) which was completed in 2011 owned and managed by Broxtowe Borough Council.

AFFORDABLE HOUSING PROJECTS



This document is available in large print upon request



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Joint report of the Chief Executive and Interim Deputy Chief Executive

HOUSING REVENUE ACCOUNT – UPDATE TO BUSINESS PLAN MODEL1. Purpose of report

To seek a recommendation to Council for approval of an updated Housing Revenue Account (HRA) financial model to reflect the 2018/19 budget and changes that have taken place over the past year.

2. Background

In February 2012 the Council approved a HRA business plan for the period 2012 through to 2041. Included within the business plan was a detailed financial plan and tables modelling the capital programme and revenue position for the HRA through to 2041. The financial model has subsequently been updated and approved by Council during each financial year.

Details of changes to any of the assumptions used to produce the detailed model and the tables setting out projected income and expenditure over the lifetime of the plan are set out in appendix 1. The modelling has taken place using the services of Anthony Wilkinson (Associate Consultant) from Housing Finance Associates. Anthony previously worked for the Chartered Institute of Housing who devised the model in the first place.

Appendix 2 gives an update to the capital programme and financing whilst appendix 3 provides an updated table showing the HRA summary.

3. Financial implications

The detailed appendices show that the HRA is still projected to be viable for the next 30 years and there is sufficient flexibility to provide the necessary finance for the capital programme.

Recommendation

The Committee is asked to RECOMMEND to Council that the updated financial model for the Housing Revenue Account be approved.

Background papers

Nil

APPENDIX 1

Detail of significant changes from HRA business plan model of July 2017

- The model has been updated to reflect the outturn position for 2016/17 which produced a net underspending of £830,600 after taking account of items carried forward to 2017/18.
- Cabinet agreed during 2012/13 to allocate all eligible receipts from right to buy sales to new council housing provision within three years of receipt. The capital programme shown at appendix 2 makes no allowance for any new build schemes that have yet to receive approval. It is envisaged that resources from right to buy receipts will be used to fund the Council's share of any costs of such schemes that may come forward. The revenue implications of the programme are included within appendix 3.
- Assumptions of right to buy sales have increased to 25 per annum to reflect the 27 sales in 2015/16 and 20 sales in 2016/17.
- The model reflects the latest budget estimates for 2018/19
- Reductions in council house rental income of 1.0% per annum for four years from 1 April 2016 until 31 March 2020 are assumed in line with the announcement by the Chancellor of the Exchequer on 8 July 2015
- Rents are assumed to return to CPI+1% following the end of the -1% restriction from 2020/21 (CPI is assumed to be 2.3% per annum)
- No allowance has been made at this stage for any payment to the government in respect of high value properties intended to assist with the funding of the extension of "right to buy" to housing association tenants. The proposals for this scheme have been delayed until at least 2019/20.

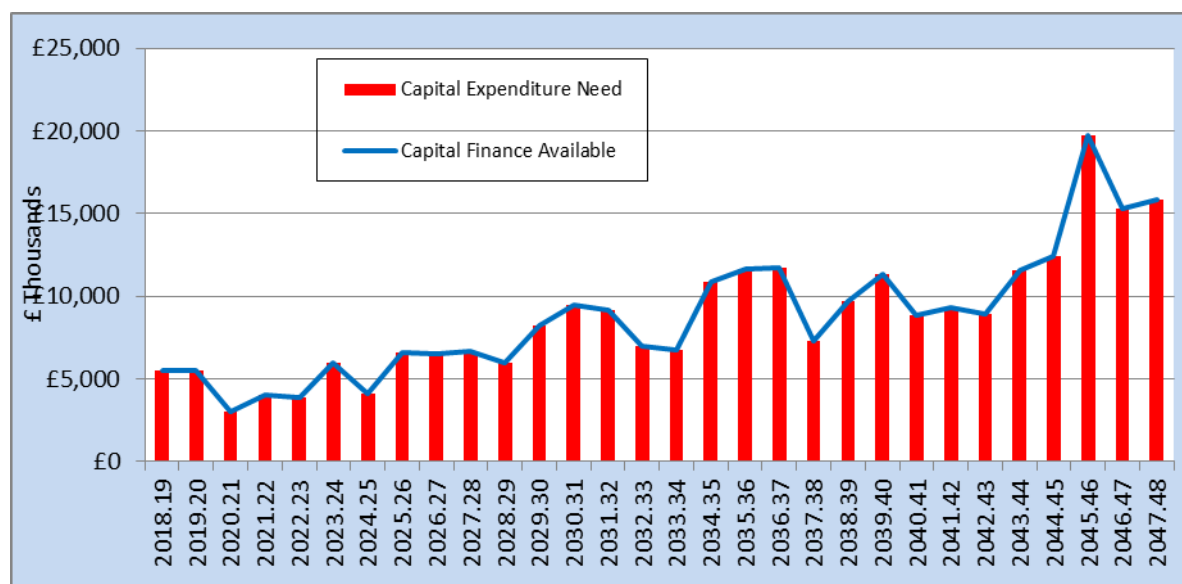
Summary of key results as shown by the model

- The HRA remains viable with a working balance of £1.0m being maintained for the years covered by the model.
- The capital programme has remained largely unchanged from that as included in the model a year ago.
- Headroom of £3.145m against the government's borrowing limit remains available to meet any foreseeable requirements to help finance new build schemes although capital receipts are more likely to be utilised.
- If future rent increases are set below the assumption made in the model then either borrowing will have to be increased (subject to the borrowing limit not being breached) or the capital programme will need to be reduced.

- There is the potential for interest rate risk with regards to the re-financing of existing loans that mature and any new borrowing that is undertaken. An additional 1% interest has been allowed for in the model from 2021/21 to reflect the potential increase in the cost of debt. However, the actual cost of debt in respect of maturing and new loans may be higher or lower than this.

The model indicates that sufficient capital resources will be available to meet the planned capital spend over the lifetime of the programme. This is shown in figure 1:

Figure 1: Planned capital spending and capital financing 2018/19 to 2047/48



The planned capital financing is a primarily combination of revenue funding and the use of receipts from the sale of properties under right to buy with additional borrowing required from 2029/30. It is assumed that as current loans mature they will be replaced with similar loans rather than the level of debt being reduced. This has two significant impacts:

- repayment of debt will not be achieved over the lifetime of the plan – the revised plan indicates that the debt balance at 2047/48 will still be £78.688m
- the interest rate exposure risk is increased as interest rates may be higher at the point of financing than the current rates applicable.

In order to reduce this risk over time it will be necessary to reduce the level of capital spending and/or increase net income to the HRA so that a higher proportion of the annual balance on the HRA can be allocated to the repayment of debt.

APPENDIX 2

Detailed planned capital programme with financing

Year	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Total Capital Expenditure	5,508	5,508	2,979	4,055	3,824	5,965	4,062	6,588	6,487	6,644
Funding:										
Major Repairs Reserve	3,717	4,238	2,805	3,879	3,648	5,789	3,886	6,412	5,025	4,990
Right to Buy Receipts	172	172	174	176	176	176	176	176	176	176
HRA CFR Borrowing	0	0	0	0	0	0	0	0	0	0
Other Receipts/Grants	0	0	0	0	0	0	0	0	0	0
HRA Reserves	0	0	0	0	0	0	0	0	0	0
Revenue Contributions	1,619	1,098	0	0	0	0	0	0	1,286	1,478
Total Capital Funding	5,508	5,508	2,979	4,055	3,824	5,965	4,062	6,588	6,487	6,644

Year	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Total Capital Expenditure	5,988	8,235	9,472	9,127	6,952	6,771	10,834	11,605	11,685	7,310
Funding:										
Major Repairs Reserve	5,124	5,262	5,403	5,548	5,696	5,848	6,004	6,164	6,328	6,496
Right to Buy Receipts	176	176	176	176	176	176	176	176	176	176
HRA CFR Borrowing	0	407	1,445	908	0	0	1,793	2,389	2,298	0
Other Receipts/Grants	0	0	0	0	0	0	0	0	0	0
HRA Reserves	0	0	0	0	0	0	0	0	0	0
Revenue Contributions	688	2,391	2,448	2,495	1,080	747	2,861	2,876	2,883	638
Total Capital Funding	5,988	8,235	9,472	9,127	6,952	6,771	10,834	11,605	11,685	7,310

(Please note that figures may not add up exactly due to rounding)

Detailed planned capital programme with financing (Continued)

Year	2038/39	2039/40	2040/41	2041/42	2042/43	2043/44	2044/45	2045/46	2046/47	2047/48
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Total Capital Expenditure	9,662	11,339	8,824	9,290	8,904	11,564	12,384	19,736	15,308	15,813
Funding:										
Major Repairs Reserve	6,668	6,845	7,025	7,211	7,401	7,595	7,795	7,999	8,208	8,423
Right to Buy Receipts	176	176	176	176	176	176	176	176	176	176
HRA CFR Borrowing	0	1,110	0	0	0	6	540	7,746	3,224	3,545
Other Receipts/Grants	0	0	0	0	0	0	0	0	0	0
HRA Reserves	0	0	0	0	0	0	0	0	0	0
Revenue Contributions	2,818	3,208	1,623	1,903	1,328	3,787	3,873	3,816	3,700	3,669
Total Capital Funding	9,662	11,339	8,824	9,290	8,904	11,564	12,384	19,736	15,308	15,813

(Please note that figures may not add up exactly due to rounding)

APPENDIX 3

Detailed HRA summary

Year	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
INCOME:	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Rental Income	15,238	15,001	15,409	15,827	16,256	16,696	17,147	17,610	18,085	18,572
Void Losses	84	83	85	87	90	92	95	97	100	102
Service Charges	804	831	858	886	915	946	977	1,009	1,042	1,077
Non-Dwelling Income	290	300	310	320	330	341	353	364	376	389
Grants and Other Income	0	0	0	0	0	0	0	0	0	0
Total Income	16,416	16,214	16,661	17,120	17,591	18,075	18,571	19,080	19,603	20,140
EXPENDITURE:										
General Management	(2,275)	(2,332)	(2,391)	(2,452)	(2,514)	(2,578)	(2,643)	(2,710)	(2,778)	(2,870)
Special Management	(1,850)	(1,897)	(1,945)	(1,994)	(2,044)	(2,096)	(2,149)	(2,204)	(2,259)	(2,334)
Other Management	(454)	(465)	(477)	(489)	(501)	(514)	(527)	(541)	(554)	(573)
Bad Debt Provision	(100)	(98)	(101)	(104)	(107)	(110)	(113)	(116)	(119)	(122)
Responsive/Cyclical Repairs	(3,565)	(3,661)	(3,767)	(3,876)	(3,988)	(4,103)	(4,221)	(4,343)	(4,468)	(4,597)
Total Revenue Expenditure	(8,243)	(8,453)	(8,681)	(8,914)	(9,154)	(9,400)	(9,653)	(9,913)	(10,179)	(10,496)
Interest Paid	(2,262)	(2,206)	(2,127)	(2,838)	(2,790)	(2,736)	(2,675)	(2,608)	(2,558)	(2,532)
Interest Received	96	62	37	56	68	62	55	45	24	22
Depreciation	(3,924)	(4,031)	(4,140)	(4,253)	(4,368)	(4,486)	(4,607)	(4,732)	(4,859)	(4,990)
Net Operating Income	2,084	1,586	1,750	1,172	1,348	1,514	1,691	1,873	2,030	2,144
APPROPRIATIONS:										
Revenue Provision (HRACFR)	0	(3,979)	(1,710)	(1,172)	(1,348)	(1,514)	(1,691)	(1,873)	(745)	(666)
Rev. Contribution to Capital	(1,619)	(1,098)	0	0	0	0	0	0	(1,286)	(1,478)
Total Appropriations	(1,619)	(5,077)	(1,710)	(1,172)	(1,348)	(1,514)	(1,691)	(1,873)	(2,031)	(2,144)
ANNUAL CASHFLOW	465	(3,490)	39	(1)	0	0	0	0	0	0
Opening Balance	3,986	4,451	961	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Closing Balance	4,451	961	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

(Please note that figures may not add up exactly due to rounding)

Detailed HRA summary (Continued)

Year	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38
INCOME:	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Rental Income	19,071	19,583	20,108	20,647	21,199	21,765	22,346	22,941	23,551	24,176
Void Losses	105	108	111	114	117	120	123	127	130	133
Service Charges	1,112	1,149	1,187	1,226	1,267	1,308	1,352	1,396	1,442	1,490
Non-Dwelling Income	401	415	428	443	457	472	488	504	521	538
Grants and Other Income	0	0	0	0	0	0	0	0	0	0
Total Income	20,690	21,255	21,835	22,430	23,040	23,666	24,308	24,967	25,643	26,337
EXPENDITURE:										
General Management	(2,965)	(3,063)	(3,164)	(3,268)	(3,376)	(3,487)	(3,602)	(3,721)	(3,844)	(3,971)
Special Management	(2,411)	(2,491)	(2,573)	(2,658)	(2,745)	(2,836)	(2,930)	(3,026)	(3,126)	(3,229)
Other Management	(591)	(611)	(631)	(652)	(673)	(696)	(719)	(742)	(767)	(792)
Bad Debt Provision	(125)	(129)	(132)	(135)	(139)	(143)	(147)	(151)	(155)	(159)
Responsive/Cyclical Repairs	(4,729)	(4,866)	(5,006)	(5,149)	(5,297)	(5,449)	(5,606)	(5,766)	(5,932)	(6,101)
Total Revenue Expenditure	(10,822)	(11,158)	(11,505)	(11,863)	(12,231)	(12,611)	(13,003)	(13,407)	(13,823)	(14,253)
Interest Paid	(2,489)	(2,467)	(2,502)	(2,546)	(2,535)	(2,468)	(2,464)	(2,543)	(2,631)	(2,631)
Interest Received	22	22	22	22	22	22	22	22	22	22
Depreciation	(5,124)	(5,262)	(5,403)	(5,548)	(5,696)	(5,848)	(6,004)	(6,164)	(6,328)	(6,496)
Net Operating Income	2,277	2,390	2,447	2,495	2,600	2,761	2,860	2,876	2,883	2,980
APPROPRIATIONS:										
Revenue Provision (HRACFR)	(1,589)	0	0	0	(1,520)	(2,014)	0	0	0	(2,340)
Rev. Contribution to Capital	(688)	(2,391)	(2,448)	(2,495)	(1,080)	(747)	(2,861)	(2,876)	(2,883)	(638)
Total Appropriations	(2277)	(2,391)	(2,448)	(2,495)	(2,600)	(2,761)	(2,861)	(2,876)	(2,883)	(2,979)
ANNUAL CASHFLOW	0	0	0	0	0	0	(1)	0	0	1
Opening Balance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	999	999
Closing Balance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	999	999	1,001

(Please note that figures may not add up exactly due to rounding)

Detailed HRA summary (Continued)

Year	2038/39	2039/40	2040/41	2041/42	2042/43	2043/44	2044/45	2045/46	2046/47	2047/48
INCOME:	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Rental Income	24,817	25,473	26,147	26,836	27,543	28,268	29,010	29,770	30,549	31,347
Void Losses	137	141	144	148	152	156	160	164	169	173
Service Charges	1,539	1,590	1,642	1,697	1,753	1,810	1,870	1,932	1,996	2,061
Non-Dwelling Income	555	574	593	612	632	653	675	697	720	744
Grants and Other Income	0	0	0	0	0	0	0	0	0	0
Total Income	27,048	27,778	28,526	29,293	30,080	30,887	31,715	32,563	33,433	34,325
EXPENDITURE:										
General Management	(4,102)	(4,237)	(4,377)	(4,522)	(4,671)	(4,825)	(4,984)	(5,149)	(5,319)	(5,494)
Special Management	(3,336)	(3,446)	(3,560)	(3,677)	(3,799)	(3,924)	(4,053)	(4,187)	(4,325)	(4,468)
Other Management	(818)	(845)	(873)	(902)	(932)	(962)	(994)	(1,027)	(1,061)	(1,096)
Bad Debt Provision	(163)	(167)	(172)	(176)	(181)	(186)	(190)	(195)	(200)	(206)
Responsive/Cyclical Repairs	(6,276)	(6,456)	(6,640)	(6,830)	(7,025)	(7,225)	(7,431)	(7,643)	(7,860)	(8,084)
Total Revenue Expenditure	(14,695)	(15,151)	(15,622)	(16,107)	(16,607)	(17,122)	(17,653)	(18,201)	(18,765)	(19,347)
Interest Paid	(2,580)	(2,596)	(2,585)	(2,523)	(2,449)	(2,406)	(2,416)	(2,573)	(2,780)	(2,908)
Interest Received	22	22	22	22	22	22	22	22	22	22
Depreciation	(6,668)	(6,845)	(7,025)	(7,211)	(7,401)	(7,595)	(7,795)	(7,999)	(8,208)	(8,423)
Net Operating Income	3,127	3,208	3,316	3,475	3,646	3,787	3,873	3,813	3,702	3,669
APPROPRIATIONS:										
Revenue Provision (HRACFR)	(309)	0	(1,693)	(1,572)	(2,318)	0	0	0	0	0
Rev. Contribution to Capital	(2,818)	(3,208)	(1,623)	(1,903)	(1,328)	(3,787)	(3,873)	(3,816)	(3,700)	(3,669)
Total Appropriations	(3,127)	(3,208)	(3,316)	(3,475)	(3,646)	(3,787)	(3,873)	(3,816)	(3,700)	(3,669)
ANNUAL CASHFLOW	(1)	0	1	0	0	0	0	(3)	2	0
Opening Balance	1,001	1,000	1,000	1,000	1,000	1,001	1,000	1,000	997	999
Closing Balance	1,000	1,000	1,000	1,000	1,001	1,000	1,000	997	999	999

(Please note that figures may not add up exactly due to rounding)

Report of the Chief Executive

**PERFORMANCE MANAGEMENT – REVIEW OF BUSINESS PLAN
PROGRESS – HOUSING**1. Purpose of Report

To report progress against outcome targets identified in the Housing Business Plan, linked to Corporate Plan priorities and objectives, and to provide an update as to the latest key performance indicators for Housing.

2. Background

The Corporate Plan 2016-2020 was approved by Cabinet on 9 February 2016. Business Plans linked to the five corporate priority areas of Housing, Business Growth, Environment, Health and Community Safety are reviewed and refreshed annually. This Committee approved the current Housing Business Plan on 17 January 2017.

3. Performance Management

As part of the Council's performance management framework, each Committee receives regular reports during the year which review progress against their respective Business Plans. This will include a detailed annual report where performance management and financial outturns are considered together following the year-end.

This quarterly report is intended to provide this Committee with an overview of progress towards Corporate Plan priorities from the perspective of the Housing Business Plan. It provides a summary of the progress made to date on key tasks and priorities for improvement in 2017/18 and the latest data relating to Key Performance Indicators (KPI). This summary is detailed in appendix 1.

Recommendation

The Committee is asked to CONSIDER the progress made in achieving the Business Plan for Housing and to NOTE the current Key Performance Indicators for 2017/18.

Background papers

Nil

APPENDIX 1

PERFORMANCE MANAGEMENT

1. Background - Corporate Plan

The Corporate Plan for 2016-20 was approved by Cabinet on 9 February 2016. It has been developed setting out the Council's priorities to achieve its vision to make "Broxtowe a great place where people enjoy living, working and spending leisure time." Over this period, the Council will focus on the priorities of Housing, Business Growth, Community Safety, Health and Environment.

The Corporate Plan prioritises local community needs and resources are directed toward 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.

2. Business Plans

The current Business Plans are linked to the five corporate priority areas, including Housing, and were approved by the respective Committees at meetings held in January and February 2017.

The Council's priority for Housing is "A good quality affordable home for all residents of Broxtowe". Its objectives are to:

- 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)






The Business Plans detail the projects and activities undertaken in support of the Corporate Plan for each priority area. These cover a three-year period but will be revised and updated annually. Detailed monitoring of progress against key tasks and outcome measures in the Business Plans is undertaken regularly by the relevant Committee. This will include a detailed annual report where performance management and financial outturns are considered together following the year-end as part of the Council's commitment to closely align financial and performance management.









3. Performance Management

As part of the Council's performance management framework, the Housing Committee receives regular reports of progress against the Business Plan. This report provides a summary of the progress made to date on key tasks and priorities for improvement in 2017/18 (as extracted from the Pentana Performance management system). It also provides the latest data relating to Key Performance Indicators (KPI).







The Council monitors its performance using the Pentana Performance management system. Members have been provided with access to the system via a generic user name and password, enabling them to interrogate the system on a 'view only' basis. Members will be aware of the red, amber and green traffic light symbols that are utilised to provide an indication of performance at a particular point in time.

The key to the symbols used in the Pentana Performance reports is as follows:




























Action Status Key		
	Completed	The action/task has been completed
	In Progress	The action/task is in progress and is currently expected to meet the due date
	Warning	The action/task is approaching its due date (and/or one or more milestones is approaching or has passed its due date)
	Overdue	The action/task has passed its due date
	Cancelled	This action/task has been cancelled or postponed

Key Performance Indicator and Trends Key			
	Alert		Improving
	Warning		No Change
	Satisfactory		Getting Worse
	Unknown		Data Only







Key Tasks and Areas for Improvement - 2017/18**Housing Key Tasks and Priorities for Improvement 2017/18**

Status Icon	Action Code	Action Title	Action Description	Progress Bar	Due Date	Comments
	HS1520_04	Accreditations	Accreditations	<div><div>100%</div></div>	31-Mar-2018	Signed up to charters for ASB, Repairs and Complaints. Accreditations are subject to ongoing review to ensure continuous improvement.
	HS1520_14	Health and Housing Partnership work	Health and Housing Partnership work	<div><div>100%</div></div>	31-Mar-2018	Nottinghamshire Healthcare NHS Foundation Trust has secured funding for a pilot scheme to improve hospital discharge in South Nottinghamshire.
	HS1520_18	Private Lettings Agency	Private Lettings Agency	<div><div>100%</div></div>	31-Mar-2018	Private Sector Landlord Forum held on 5 October 2017. Currently recruiting a new Private Sector Liaison Officer.
	HS1520_19	Improved partnership working with registered providers	Actions & PIs Improved partnership working with registered providers	<div><div>83%</div></div>	31-Mar-2018	Partnership working continues through our membership of the Nottinghamshire Social Housing Forum. The meeting on 10 October 2017 focussed on Health and Housing and Welfare Reform.
	HS1520_23	IT system improvements	Actions & PIs IT system improvements	<div><div>4%</div></div>	31-Mar-2018	The Capita Project Team is meeting weekly to progress. Target date has been amended to December 2018 in 2018/19 Business Plan.
	HS1520_24	Value for money analysis	Actions & PIs Value for money analysis	<div><div>16%</div></div>	31-Mar-2018	Annual HouseMark report received and presented to the Housing Committee in January 2018. Further analysis of data is required and will be completed by the target date.

Key Performance Indicators Housing – 2017/18

Traffic Light Icon	PI Code & Short Name	2016/17	Q2 2017/18	Q3 2017/18	Current Target	Short Term Trend	Long Term Trend	Notes
	BV213a Preventing Homelessness – Households where homelessness was prevented as a result of housing advice	420	156	253	200			From April 2018 the monitoring of homelessness will be changing due to the Homelessness Reduction Act.
	NI 155 Affordable homes delivered (gross)	20	-	-	85			Data collected annually.
	NI 158 Non-decent council homes (%)	0.11%	-	-	0.20%			Data Collected annually.
	HSTOP10_01 Overall Satisfaction	93.39%	89.86%	89.49%	87.0%			Based on 536 surveys completed during Quarter 3 2017/18.
	HSTOP10_02 Gas Safety	100%	99.98%	100%	100%			Full compliancy was achieved in Quarter 3.
	HSTOP10_03 Average Relet Time	25.77	28.40	37.20	23.0			66 properties were let in Quarter 3. The cumulative average relet time to end of Quarter 3 is 29.8 days.
	HSTOP10_04 Void Rent Loss	0.65%	0.68%	0.67%	1.20%			Void Rent has been within target every month in 2017/18.
	HSTOP10_06 Staff Engagement	7.73	7.73	7.73	8.55			A staff conference took place in December 2017. 83% of staff felt that there was value in coming together as a department away from the office. 77% rated the conference as excellent or good.
	HSTOP10_07 Complaints Upheld at Stage 1	26.32%	26.67%	36.40%	35.80%			15 complaints were received in Quarter 3. 4 of these were upheld (1 Repairs and 3 Neighbourhood Services)

Key Performance Indicators Housing – 2017/18 (Continued)

Traffic Light Icon	PI Code & Short Name	2015/16	Q2 2017/18	Q3 2017/18	Current Target	Short Term Trend	Long Term Trend	Notes
	HSTOP10_08 Keeping in touch visits	1,687	340	420	1,600			Good progress is being made on the commitment to visit every tenant to complete a keeping in touch visit. Properties identified as 'high risk' have all been visited.
	HSTOP10_10 Tenancy Turnover	7.10	3.63	5.20	0.78			73 tenancies ended in quarter 3, compared to 76 in quarter 2 and 86 in quarter 1. It is expected that turnover for the year will be lower than target.

Report of the Interim Strategic Director

WORK PROGRAMME1. 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

6 June 2018	<ul style="list-style-type: none"> • Garage Management Policy • Private Sector homelessness • Allocations Policy • Right to Buy Policy • Independent Review of Retirement Living Service • Tenure Policy
19 September 2018	<ul style="list-style-type: none"> • CAPITA Software Upgrade Update

4. Dates of future meetings

The following dates for future meetings have been agreed:

- 4 December 2018
- 16 January 2019

(All meetings to start at 7.00 pm)

Recommendation

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

Background papers

Nil



Review of the Retirement Living Service

Broxtowe Borough Council

FEBRUARY 2018

Strictly private and confidential

Contents

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1. Executive Summary

In November 2017, HQN, a specialist housing consultancy, was appointed to undertake a review of the Council's Retirement Living Service, cost up the existing service and propose options for the future of the older persons' housing service. There were several drivers for the review:

- Retirement Living (RL) stock (see Appendix one) forms a large proportion of Council homes, but demand for RL homes is decreasing, while demand for general needs homes is increasing. Furthermore, the Council's Lifeline service provides a real alternative for those that don't want to move but require some support. Void times in RL stock are increasing notably, and units are becoming harder to let. New customers tend to be younger, and they are uninterested in the RL 'community' or the service being offered
- The RL service currently provides frequent, multiple home visits, but this leaves staff with little time to do real work to help people stay in their homes
- Supporting People funding was lost some years ago. Service charges were levied on RL units to partially cover the cost of the RL service and specialist housing-related costs, but the charges haven't been increased, and the deficit on the budget is significant
- When the service was reorganised five years ago, it took over responsibility for managing the RL tenancies and estates. However, some of the tenancy work is not being completed very well, with more senior managers having to get involved
- Under recent management the service has not been valued and staff haven't been appropriately engaged in a change process. As a result, staff are demoralised and some are disaffected. There is a high level of sickness absence in the RL team (30% during 2017/18). This affects both customers and other team members, who try to cover work colleagues' absences.

HQN's independent expert on specialist housing, Lesley Healey, started the review in mid-November 2017, and it was completed by mid-January 2018. Some information was not available at the time of the review. For example, there was no record of the numbers or duration of callouts to lifeline customers. This information gathering has now started, but inevitably some informed assumptions have had to be made, based on the consultant's experience and knowledge of this area of work. Where assumptions have been made in lieu of evidence from Broxtowe, this is noted in the report.

1.1. *Properties designated for older people*

Currently, there is no clear definition in Broxtowe of what would constitute a suitable property for older people. The only shared feature of the current retirement living (RL)

stock is the presence of a hard-wired community alarm¹. Many blocks of RL housing have steps to the main communal door and front doors of properties; stairways and decks that are open to the elements; and some have small flights of steps to get around the external grounds. Some blocks have three storeys where the second storey is let as general needs, although one is let entirely to older people. Only some purpose-built blocks have level access to main access doors and lift access to upper storeys.

It is recommended that some of the RL stock be de-designated. Any property reserved solely for older or disabled people should have the features required to enable independent living:

- Level access to main doors and common parts, including from the road to the scheme
- Level access, or easily adjusted access to individual properties
- Lift access to upper floors
- Easy access to shops and daily living facilities (easy, short walk, or via handy public transport)
- Sufficient parking on site, given the more modern rates of car ownership
- Wi-Fi/broadband: an increasing number of older people order online, and keep in touch with relatives via Skype and email. In a recent survey of 70+ year olds, access to the internet was ranked highest out of all facilities: 7.68 out of 10. The next two rankings were access to a garden (6.96) and access to local transport (6.33)
- A pleasant environment that promotes a sense of community. This requires a funded schedule to decorate common parts and replace furniture.

The following schemes are recommended for long term retention as older persons' properties:

- *15 Category 2 schemes*². Almost all properties on these schemes are accessible and have a lift. Small numbers of external flats were built as part of some schemes,

¹ Some have now been replaced by Lifelines as they were beyond economic repair

² See section 2.2. Commonly-used terms that define the build form of older persons' schemes:

- Category 2: 'classic' sheltered housing built specifically for older people with carpeted and heated internal corridors; lift to upper floors, community room and laundry and often other communal facilities. Usually step-free access around the site.
- Category 1: ordinary housing; usually no lifts or communal facilities; rarely step-free access. May have been built to house older people, particularly bungalows, but would suit applicants of any age in need of that property size.
- Category 1 with community room: properties originally intended for older people sometimes have a community room in the area.

and these should be retained. Some also have accessible bungalows very close by that should be treated as part of the schemes and retained as older persons' properties. Including the bungalows, these schemes total 490 units

- *Three of the Category 1 schemes with community rooms* are all-bungalow schemes that are on flat land with only small steps to the front doors (where they haven't already been ramped). One of these schemes also has 19 bungalows very close by, within an easy walk of the community room. These 97 units should be retained as older persons' properties
- *11 Category 1 schemes totalling 174 bungalows*, which appear to be accessible with very minor adjustments, such as ramps to the front door, which can be carried out as and when needed.

For a detailed list, see Appendix three.

Appendix four provides a list of current schemes not recommended for retention as older persons' properties, and the reasons. The longer-term future of each de-designated block should be reviewed to establish how it can best contribute to the Council's longer term housing plans.

Table one: summary of units to be retained as designated older persons' properties

Type of scheme	No. of units
Cat. 2 schemes	463
Additional bungalows close to Cat. 2 schemes	27
Cat. 1 schemes with community rooms	78
Additional bungalows close to Cat. 1 with community rooms	19
Cat. 1 bungalow schemes	174
Total units recommended for retention as older persons' properties	761
<i>Total units recommended for re-designation</i>	<i>648</i>

While this might feel like a large reduction, Broxtowe would then have 25.7 specialist units per thousand people aged 60 or over. This is still a high proportion of units for this population, relative to most comparator ('nearest neighbour') authorities. Broxtowe Council plans to undertake a housing needs assessment during 2018, which should provide further information on the levels of need amongst older people.

The approach to de-designation should include consultation with current tenants. Where a whole block is de-designated because a minority of customers want the alarm or RL

service, people that want to retain the service should be offered Lifeline alarms and also a preferential transfer to a property being retained for older people. Where there is a gradual approach to de-designation as properties in blocks become void, there must be a 'sensitive' letting approach, with variations in the tenancy agreement, so that current customers' quality of life is not compromised.

1.2. *The Lifeline service*

In order to ensure that the Lifeline service continues to offer a safe and reliable service, the twice-yearly checks of customers' details should be reinstated. These also provide the opportunity to prompt the customer to make a test call to the control centre.

The cost of purchase and installation of specialist equipment, including smoke detectors, must be recalculated to ensure that the charge covers the Council's costs.

In addition, the Council is recommended to:

- Consider shifting installations and the coordination and delivery of check visits or calls to a coordinator, rather than an RLO. The lower FTE cost would provide headroom to dedicate time to advertising and raising awareness of the service
- Advertise the service through GP surgeries, community health staff, social care, voluntary agencies, etc, to increase net recipients. This would also increase net income
- Reconsider the office hours emergency response once the data on callouts to Lifeline customers is available.

Given the ageing population, most of whom will stay in their privately-owned homes, the Council could consider offering a two-tier service (with separate charges) to Lifeline customers. The two levels would be:

- a) Monitoring only, together with an office hours' emergency response if this is retained
- b) Weekly or fortnightly visits and support to stay independent, eg, making referrals to other agencies, offering reassurance, encouraging social activities, etc.

The Lifeline service requires one FTE staff to install units and carry out checks etc. These tasks could be carried out by a Lifeline coordinator rather than a RLO. It is estimated that 0.25 FTE staff time from within the RL team is required to respond to emergencies during office hours but this needs checking against actual experience once there is a reasonable period of recording. Each of the future service options therefore requires 1.25 FTE in order to deliver the Lifeline service within the team. The manager's time for this service (0.05 FTE) should also be included.

1.3. *Recommendations from the review of the current Retirement Living service*

In order to ensure the safety of schemes, the Council should consider moving responsibility for health and safety checks of facilities (fire alarms, estate walkabouts and

repair reporting, etc) from RLOs to a facilities officer (likely to require a full-time post but at a lower grade). A similar reduction in FTE should be made in the RLO team.

Social activities on schemes are being neglected since RLOs were told to be more 'hands off'. Given the recently recognised and advertised importance of tackling loneliness and the relationship of isolation to health and welfare, the Council should consider appointing two activity coordinators that would apply more time and expertise to activity promotion and involve more customers. Again, there should be a reduction in RLO time to reflect this shift of responsibility.

The use of rubber bands on door handles to indicate that a visit is not required must be discontinued forthwith. Routine visits should be replaced by ring rounds using the alarm intercoms wherever possible, or by a phone call if not. Tenants who are expecting a call but want to go out should be asked to pull the alarm and leave a message for the RLO.

In order to deliver tenancy and estate management, as per their job descriptions, the RLO service needs access to the new housing management IT system. In addition, records of customers should be kept electronically so they are accessible to the whole team. This should include information about people's current needs and circumstances so that anybody visiting them knows what matters to each customer. The service should reintroduce a basic needs assessment and use this to direct time input where it is needed.

1.4. *Current service costs*

A calculation of the economic costs of the current services compared to current income shows that the HRA is significantly subsidising the accommodation and services (including housing-related services) by around £1,040,500 per annum.

- The highest cost is for units within Category 2 schemes: £35.32, compared to a service charge of £11.11 per rent week
- For units on schemes with no community facilities at all, the total cost of all retirement living related services is £17.91, compared to service charges of £9.47 per rent week.

Other unit types fall in between these two.

1.5. *Options for the service provided to older persons' properties*

Three options for a future service are suggested for Members' consideration. Option three is continuation of the current service. Options one and two both offer a cost saving on the current service.

Table two: Summary of three options

Options	Impact compared to current	Main advantages	Main disadvantages	Cost compared to current
<p>Option 1: <u>Independent Living Service</u></p> <p><i>Enabling older people to retain their independence and quality of life</i></p> <p>Details are in section 5.1</p>	<p>100 units per FTE.</p> <p>Focused on promoting and enabling independent living, and helping people to achieve their preferences.</p> <p>All customers receive basic level of visits/calls, but frequency adjusted for any needs/vulnerabilities identified through assessment.</p> <p>Contact with customers is responsive to changes in customers' lives and needs.</p> <p>A more holistic approach to customers' needs and preferences.</p> <p>Facility checks and activities delivered by other staff.</p>	<p>All customers given a basic level of service that they can recognise as 'sheltered' or 'retirement' housing.</p> <p>Assessment recognises each customer's needs, and can be flexible as things change.</p> <p>Service responds to customers' vulnerabilities; enabling more people to stay independent in their own homes for longer.</p> <p>Facilities and social activities delivered by specific staff – no need to compromise ILCs' time.</p>	<p>Many customers will have contact frequency reduced, which they may not like.</p>	<p>£306,756 less than current cost (ie, 36% decrease).</p>
<p>Option 2: <u>Enhanced Housing Management Service</u></p> <p><i>Managing specialist housing for older</i></p>	<p>300 units per FTE</p> <p>Relatively minimal time for customers outside tenancy management.</p> <p>No regular visits or calls to customers.</p>	<p>Facilities and social activities delivered by specific staff – no need to compromise EHOs' time.</p>	<p>Customers have no regular contact with EHOs, which is likely to be unpopular.</p> <p>Service focused mainly on tenancy and estate management; there is little time available for</p>	<p>£555,893 less than current cost (ie, 65.2% decrease)</p>

<p><i>people.</i></p> <p>Details are in section 5.2</p>	<p>Customers wanting assistance will need to specifically request this.</p> <p>‘Support’ for customers will be through referral to other agencies.</p> <p>Facility checks and activities delivered by other staff.</p>		<p>more vulnerable customers.</p> <p>Customers will not recognise service as ‘sheltered’ or ‘retirement’ housing – little in common with current service.</p> <p>Other agencies may not be able to respond to referrals, leaving customers without the help they need.</p>	
<p>Option 3: <u>Retirement Living Service</u> (current)</p> <p><i>Visiting older people in retirement housing.</i></p> <p>Details are in section 5.3</p>	<p>No change in service, although recommendations in 1.3 should be delivered.</p> <p>Average 50 units per FTE.</p> <p>Focused on brief home visits to check that customers able to answer the door.</p> <p>Social activities and facility checks also delivered by RLOs.</p>	<p>Steady state: no impact on customers.</p> <p>No change for staff.</p>	<p>Service does not respond to needs of vulnerable older people.</p> <p>Low number of units per FTE – expensive to maintain.</p> <p>RLOs have to deliver facilities management as well as multiple, frequent visits – distraction from main purpose.</p> <p>Visits are brief and offer little except for a check that customers able to answer door.</p> <p>Social activities and de-isolation given little focus or commitment.</p>	<p>No change</p>

2. Review of Retirement Living stock

Retirement Living (RL) stock forms a large proportion of Council homes. The 1,409 retirement properties represent over 31% of the Council's housing stock, and around half of the Council's entire one and two-bedroom housing stock. They are grouped into 64 schemes. Appendix one lists each scheme, its characteristics and units. Since every unit in the RL stock is let and treated as 'sheltered housing', each has a community alarm unit, most of which are 'hard wired', ie, the units in each scheme are connected together in series and cannot be individually unplugged.

2.1. Service charges

Each tenancy has a service charge added to the rent to reflect its retirement living status, and the service provided to the tenants. There are two levels of charge, A and B, depending on whether the tenant is able to use a local community room. These service charges were set several years ago, but the basis for the charge cannot now be located.

- The A charge is £11.11 per rent week: this equates to £10.26 per calendar week
- The B charge is £9.47 per rent week: this equates to £8.74 per calendar week.

We understand that it was never the intention to cover the costs of the retirement living service, but that the charges were meant to recoup the additional cost of services offered to retirement living tenants, such as fire alarms, grounds maintenance, window cleaning, etc. The difference between the two charges is meant to represent the additional cost of heating and lighting the community rooms. Costs and charges are discussed in more detail later in the report.

2.2. Types of property

The A and B charges have become a shorthand to describe the type of scheme. However, this is not a useful description. Many of the A units are ordinary flats and bungalows with no distinguishing features, and no community room on the site:

- 947 units on 42 schemes are termed 'A' schemes, because the scheme either has a community room, or the tenants are allowed to use a community room in a scheme nearby. Of these, only 23 (720 units), actually have a community room on the site
- 462 units on 23 schemes are termed 'B' schemes, because tenants have no access to any of the community rooms.

In considering the stock, it is more helpful and descriptive to use terms from 1970s housing classification that, because of its usefulness as shorthand, is still prevalent in most local authorities.

Category 2 schemes

These would usually be recognised as ‘classic’ sheltered housing. The flats are connected together with internal corridors that are carpeted and heated, and there is a lift to the upper floor flats. Schemes have a community room with toilets and a laundry, and there are often other communal gathering areas and guest rooms. Often there are a few properties that are outside the scheme proper, where residents have to go outside to access the community room, but these have been designed to be part of the scheme. There is usually step-free access around the site, and into and around the scheme.

Category 1 schemes

These properties would be recognised as ordinary housing. Although built in blocks or a group, flats are connected by corridors that are neither carpeted nor heated, and there is no lift to the upper floors. There is no community room or laundry on the site, and there is rarely step-free access. The properties were sometimes built with the intention of housing older people, particularly bungalows, but would suit applicants of any age in need of that property size.

Category 1 with community room

Occasionally, Category 1 schemes have a community room on the site, as the properties were originally intended for older people, or because it was recognised that there were already higher numbers of older people in the area. These are sometimes termed Category 1.5.

Of the whole RL stock:

- 463 units are in 15 Category 2 type schemes
- 689 units are in 42 Category 1 type schemes, of which:
 - 46 are bungalows that are closely associated with the Category 2 schemes
 - 126 units are in 5 Category 1 schemes with a community room, and
 - 135 units are in 4 Category 1 schemes with a community room and a laundry.

Much of the RL stock is unsuitable for the longer term needs of older people. 578 units are ordinary flats without lifts to the upper floors; Jessamine Court has three stories that are all let as retirement living. Some of the flatted blocks have concrete access stairs, some of which are open to the elements. Even schemes with community rooms were not all built to be accessible: Phoenix Court, Regency Court, Hopkins Court, and Westbourne Court all have community rooms but do not have level access around the site (sometimes there are three or more steps together), and they have concrete and sometimes external stairs to upper floors. The photographs in Appendix two to this report illustrate the issues.

2.3. Demand for retirement housing

The Council plans to complete a housing needs assessment during 2018. This will help to identify the levels of need for specialist housing in the Borough, although it is unlikely to be

able provide specifics on social rented retirement housing. More empirical evidence has been used here to examine the reported difficulties in letting the Council's retirement stock.

2.3.1. Applications and lettings

From the evidence of void times, and the experience of the Lettings team, retirement housing is increasingly difficult to let promptly as it becomes void. Of the 1,099 applications on the waiting list requiring one or two bedroom homes, around 30% of the main applicants are aged 60 or over. However, some are ineligible for retirement living, owing to their household make-up. Only a quarter of applications for one and two bedroom homes would be eligible for retirement living. This means that three quarters of the applicants eligible for one and two bed homes are competing for half of the suitable Council stock. This mismatch has a very detrimental impact on some applicants who are desperate for a home. The result in some cases has been the allocation of a retirement unit to someone who was relatively young, did not need the service, and whose lifestyle conflicted with older or more vulnerable people, but who had a high level of need such as homelessness.

Customers' age at allocation reflects the lack of demand amongst older people. It is decreasing: 16% of new tenants are under 60, while 34% are between 60 and 69 years old. Now, 13.4% of all RL residents are under 60 years old, and a further 24% are between 60 and 69 years old.

The reasons for lessening demand in Broxtowe are probably those common across other Council areas, for example:

- The majority of the 60 plus population are now owner occupiers, and want to retain that tenure so their children can inherit the value in their home. Owner occupiers are more likely to consider buying in the private retirement market.
- People are staying able for longer, so are less inclined to move from their family home. Once they do decide they can no longer manage a larger home, they are much older and cannot face moving.
- Where people are prepared to move from a family home, their expectations of a suitable home are higher than much of the current stock would provide. For example, it is now standard practice for private retirement housing schemes to offer two bedrooms, or a small study type room. Some of Broxtowe's existing schemes have very small space standards.

Councils and Housing Associations are generally finding it more difficult to let traditional sheltered property. Many have removed community alarms from some schemes to allocate as general needs. Some have converted sheltered schemes into supported living for younger people, or homeless accommodation. Schemes consisting largely of bedsits have been demolished and new homes built on the site.

Inevitably, some schemes are harder to let than others, often reflecting the location and the property size. There are, though, particular issues letting Beeston schemes, despite the excellent location and that most of these schemes are better quality. The table illustrates that there is a mismatch between the number of retirement units in the area and the proportion of applicants that want that area.

Table three: the area spread of RL housing compared to expressed demand

Area	% of RL properties	% of applicants that list area
Attenborough	11%	6%
Awsworth	3%	5%
Beeston	32%	10%
Bramcote	7%	7%
Brinsley	0%	5%
Chilwell	5%	8%
Cossall	0%	5%
Eastwood	14%	6%
Giltbrook	4%	5%
Kimberley	2%	6%
Newthorpe	0%	6%
Nuthall	0%	6%
Stapleford	7%	7%
Toton	2%	6%
Trowell	0%	6%
Watnall	13%	5%
Total numbers	1,409	281

Beeston has almost a third of the retirement housing, but only 10% of the demand amongst older people eligible for it.

Some Lettings practices do add to the lack of success in letting RL properties. Properties are advertised just once. If they are not let on that cycle, they are not re-advertised. It is understood that this is a matter of the cost of advertising. Instead, they are offered to applicants that come to the team's attention, which can sometimes take some time, and the applicant may not be very suitable.

Everybody is expected to be able to bid online for a property that they would like. Those that can't go online can ask Lettings to set up auto-bidding for them. That means the

system will list them for any property that matches their apparent needs. This can result in hundreds of auto bids for applicants who would not have chosen that property for themselves, particularly when some applicants only want a specific scheme. This system is not working well for applicants or Lettings.

Applicants who are not currently in Council housing are given preference over existing tenants, as this reduces the number of voids that Housing has to repair and safety check. However, there are tenants in RL housing now that need to move into a more suitable home (bearing in mind that many are living in upstairs flats with no lift), but are not being given the opportunity. Whilst offering a transfer might leave another property to let, these properties are often more suitable for the younger end of the age range, as have better internal space standards.

There is no active marketing of the retirement living schemes. Lettings said that they were thinking about setting up a show flat in Cloverlands Court, but this hasn't been progressed.

2.3.2. Voids

For the six months from April to September 2017, the void average turnaround time across the whole Council stock was 27 days, but there was a great deal of variation within that figure. Void times for general needs housing averaged just 19.8 days. In contrast, void times for RL stock were double that, averaging 39.6 days. Added to this, void rates in the RL stock were higher. RL stock is 31% of all Council stock, but RL voids represented 39% of all voids.

The void records were provided for each of the schemes from April 2015 to November 2017; a total of 32 months. The average scheme void rate is 11.3% per year, but 13 schemes had a void rate of over 15% per year, seven of which are in the South of the Borough. Unfortunately, there was no available analysis of the reason for voids, but it is understood that many were natural loss of older residents.

Table four: voids and void times across the RL stock

RL Area	Total voids over 32 months	No. void for four or more weeks	% 4+ weeks
Beeston	153	77	50.3%
North	137	80	58.4%
South	160	84	52.5%
All RL stock	450	241	53.6%

On average, voids that went over the four-week period took over eight weeks to let. On some schemes, every void took over four weeks to let. For example, Cloverlands Court had 12 voids over the 32 months with an average void time of almost 22 weeks. Despite being very well located, the flats in this scheme do have very small space standards and the kitchens are open plan to the small living room. Refusal reasons were not available to

the review, but collecting and collating these would be very valuable. Like many of the Category 2 schemes, Cloverlands has ample external space, so there is the potential to respond to adverse comments by extending the building and/or combining flats.

Even schemes cited as very popular have had issues: Lombardy Lodge, for example, had 15 voids over the 32 months, a high void rate of 17%. Over half of those took four or more weeks to let, although the average for those longer voids was only 6.5 weeks.

The main driver for these void rates is the excess of supply over demand. A snapshot of applicants at 21 December 2017 showed that there were only 281 applicants on the waiting list that would qualify for retirement housing. Of these, experience tells us that at least a quarter will be on the list 'just in case' or would not be able to move for various reasons often connected with health. A further proportion will decide that they don't want to move after all when they think about having to pack up and, often, move from a large to a small home. There are 170 voids, on average, in RL stock every year. A proportion of 1.66 applicants to voids is insufficient to guarantee a successful let. This has been proved by the long void times and the number of properties let to people that are younger and/or have no need for wither the alarm or the RL service.

If RL void times were brought down to the same average as general needs housing, void rent loss in RL properties would be halved, and void loss overall would reduce to 71% of the current rate. One or two independent organisations have resorted to advertising properties on Right Move. Broxtowe does have a demand for one and two bedroom properties, so de-designation of some of the RL stock would start to correct the imbalance between supply and demand, while releasing much needed homes to other applicants.

2.4. Comparison with other local authorities

The HouseMark benchmarking compares Broxtowe's housing services to 13 other stock retaining local authorities with a similar profile. Looking at their experience provides a sense of how others have tackled similar situations. Their stock levels and services were investigated to see how they compare. The numbers of Council sheltered stock named on the Elderly Accommodation Counsel's housing.org site and the Office for National Statistics' data on populations aged 60 plus provided some baseline data.

Table five: apparent sheltered schemes and units from housing.org

Comparator authority	No. of designated schemes	Total units designated	Designated units per 1,000 60+ popn
Cannock Chase	4	120	5.0
Denbighshire	22	656	6.9
Central Bedfordshire	18	537	8.4
Charnwood	14	467	11.2

Comparator authority	No. of designated schemes	Total units designated	Designated units per 1,000 60+ popn
Warwick	12	402	12.1
North Kesteven	16	425	12.9
Kettering	10	403	17.2
South Kesteven	30	1,028	25.9
South Derbyshire	42	790	33.2
South Cambridgeshire	43	1,434	37.6
North West Leicestershire	8	980	38.7
Broxtowe	35	1,409	47.6
North Warwickshire	53	1,173	66.9
Mansfield	44	1,866	70.5

Follow up calls to each authority then clarified data so that it is a true comparison. Table six below includes only those authorities that appear, in table five, to have a high level of sheltered housing.

Table six: actual sheltered units, from enquiries with comparator Councils

Comparator authority	No. of units with a full 'sheltered' service	Units per 1,000 60+ popn.	Comments on Councils with apparently high sheltered rates
South Kesteven	0	0	<ul style="list-style-type: none"> • Have only purpose built sheltered, at ratio of 25.9 units per thousand 60+, which is 'about right' • No support offered at all • Alarm monitoring only, response by key holders/999 • Service checks facilities and alarm systems • Outside agencies support activities

Comparator authority	No. of units with a full 'sheltered' service	Units per 1,000 60+ popn.	Comments on Councils with apparently high sheltered rates
South Cambridgeshire	0	0	<ul style="list-style-type: none"> Alarm monitoring and 24/7 emergency response only Have generic support service, funded by County Council, to which anyone can be referred
North Warwickshire	0	0	<ul style="list-style-type: none"> Units receive alarm monitoring and 24/7 emergency response Are de-designating where low demand
South Derbyshire	270	11.3	<ul style="list-style-type: none"> All units receive alarm monitoring and 24/7 emergency response, but everyone can opt out of the service Charges for support reflect different inputs County Council funds alarms and support where eligible
Mansfield	324	12.2	<ul style="list-style-type: none"> Nine full sheltered schemes Rest are designated for O Units have alarm monitoring, and emergency response from 8.00am to 10.00pm 999 only after 10.00pm Currently de-designating multiple units
North West Leicestershire	400	15.8	<ul style="list-style-type: none"> Units receive alarm monitoring only Support is targeted towards limited number assessed to need it Still de-designating units
Broxtowe	1,409	47.6	Units receive alarm monitoring and an office hours' emergency response

Only North Warwickshire and Mansfield seemed to have a higher level of sheltered housing than Broxtowe. However, on enquiry, it is apparent that neither of these

authorities, nor indeed any of the high rate authorities, have been able to sustain this level of supported sheltered housing. North Warwickshire and Mansfield have both de-designated some properties formerly designated as sheltered housing.

Mansfield is currently looking to de-designate multiple units and remove the alarm systems. They are asking tenants in likely flatted blocks to say whether or not they want the alarm service. If the majority don't, the hard-wired alarm units are decommissioned, the block is de-designated, and those that want to retain an alarm have a lifeline fitted.

Most authorities, like Broxtowe, lost their Supporting People funding some time ago, and could not or were not prepared to replace the funding for the service. Only South Derbyshire still has funding for support, and this is limited to assessed needs. Customers that have domiciliary care packages cannot be funded for support as well. The County Council does fund the alarm service, although there is a deficit that South Derbyshire funds itself.

2.5. *Recommendation for designated schemes*

It is clear that Broxtowe has more units designated for retirement living (or sheltered) than it requires or can fill, even though the waiting list is very open compared to many other authorities. Currently, there is no clear definition in Broxtowe of what would constitute a suitable property for older people. The only shared feature of the current stock is the presence of a hard-wired community alarm³. Many of those units are not designed for older people. Many blocks of RL housing have steps to the main door of blocks and front doors of properties, stairways and decks that are open to the elements, and some have small flights of steps to negotiate around the grounds. Some blocks have three storeys where the second storey is let as general needs, although one is let entirely to older people. Some bungalows on hills have several access steps, making them unsuitable for the majority of people as they get older.

The aim for any properties designated for older people should be that the customers will not have to move on from that home to another, unless they need care that cannot be provided in their own home. Providing the right living environment for people as they get older is crucial to helping them to retain their independence. Many of the people now living in upstairs flats will have to move to ground floor properties, or to flats with lifts. This will be expensive for both them and the Council – an unnecessary void. Moving in later years is also particularly stressful: people in the early stages of dementia, which would be manageable in familiar surroundings, can easily deteriorate mentally and require care much earlier.

Any property reserved solely for older or disabled people must have the features required to enable independent living:

- Level access to main doors and common parts, including from the road to the scheme
- Level access, or easily adjusted access to individual properties

³ Some have now been replaced by Lifelines as they were beyond economic repair

- Lift access to upper floors
- Easy access to shops and daily living facilities (easy, short walk, or via handy public transport)
- Sufficient parking on site, given the more modern rates of car ownership
- Wi-Fi/broadband: an increasing number of older people order online, and keep in touch with relatives via Skype and email. In a recent survey of 70+ year olds, access to the internet was ranked highest out of all facilities: 7.68 out of 10. The next two rankings were access to a garden (6.96) and access to local transport (6.33)
- A pleasant environment that promotes a sense of community. This requires a funded schedule to decorate common parts and replace furniture.

Each of Broxtowe's schemes have been visited as part of this review, although the scope of the review was limited to advice on designated schemes, so there was not time to visit each unit. However, the RL staff have been very helpful in talking through the features of each scheme. As a result, the following schemes are recommended for retention long term as older persons' properties. For a detailed list, see Appendix three.

There are 15 Category 2 schemes. Almost all properties on these schemes are accessible with a lift. There are a very few exceptions where small numbers of external flats were built as part of the scheme, and these should be retained. Some of these schemes have accessible bungalows very close by. These should be considered to be part of these schemes, and retained as older persons' properties. Including the bungalows, these schemes total 490 units.

Three of the Category 1 schemes with community rooms are all bungalow schemes that are on flat land with only small steps to the front doors (where they haven't already been ramped). One of these schemes also has 19 bungalows very close by, within an easy walk of the community room. These 97 units should be retained as older persons' properties.

In addition, there are 11 Category 1 schemes totalling 174 bungalows, which appear to be accessible with very minor adjustments, such as ramps to the front door, which can be carried out as and when needed.

Table seven: summary of units to be retained as designated older persons' properties

Type of scheme	No. of units
Cat. 2 schemes	463
Additional bungalows close to Cat. 2 schemes	27
Cat. 1 schemes with community rooms	78
Additional bungalows close to Cat. 1 with community rooms	19

Cat. 1 bungalow schemes	174
Total units to be retained	761

Whilst this might feel like a large reduction, at a ratio of 25.7 units per thousand people aged 60 or over, this would still leave Broxtowe with a relatively high proportion of units for this population. This is similar to South Kesteven, whose experience is that their designated unit numbers are about right for their older population (although they only provide alarms).

This does not entirely address the mismatch of demand and supply, but does make some adjustment in the Beeston area in particular. It should be noted that applicants would also be more likely to adjust their area choices (and, when using auto bid, therefore improve their chances of an offer) if they had better information about the location of older persons' accommodation.

Table eight: the area spread of retained RL housing compared to currently expressed demand

Area	% RL properties	% of applicants that list area
Attenborough	9%	6%
Awsorth	3%	5%
Beeston	26%	10%
Bramcote	1%	7%
Brinsley	0%	5%
Chilwell	8%	8%
Cossall	0%	5%
Eastwood	19%	6%
Giltbrook	0%	5%
Kimberley	0%	6%
Newthorpe	0%	6%
Nuthall	0%	6%
Stapleford	12%	7%
Toton	4%	6%

Trowell	0%	6%
Watnall	17%	5%
Totals	761	281

2.5.1 *Preferential transfers and sensitive lets in de-designated blocks*

Appendix 4 lists the schemes recommended for re-designation from retirement living and the reasons for that recommendation. Of course, not all these units can or should be de-designated at once. The RL service currently has no usable data about customers' vulnerabilities. They do have information on individuals, but this isn't collated to provide a profile for each scheme. For the review, the RLOs completed a profile of customers' ages by scheme. This shows that, on 13 schemes, at least half of the customers are under 70 years old. In some schemes, the proportion is over 70%. Only one of these schemes is recommended for retention (eight bungalows).

These 'younger' schemes might lend themselves to Mansfield's approach of de-designating whole blocks where a majority of tenants do not want the service. People that want to keep the alarm and potentially the RL service could have a lifeline fitted and continue to pay a service charge. This approach releases the voids to be let to the range of ages and household types. However, people that want to retain the alarm and the RL service should be offered a preferential transfer to a retained scheme, as some will find it very difficult to cope with the introduction of different lifestyles in their block. Any de-designation process would include consultation with residents, and an offer of an alternative tenancy in more suitable accommodation. The Council should consider offering practical and financial assistance to enable this, for example removal costs, help to pack and unpack, connection and reconnection of appliances, carpeting.

It may be more appropriate, particularly in blocks with higher proportions of over 70 year olds, to speak to tenants about the need to let voids to people under the age of 55 or 60 (depending on the type of scheme) and how this will be achieved over time. Voids would have the alarm disconnected and blanked off and new tenants would need to be told not to disturb the remaining wiring.

Lettings to voids in these blocks must be 'sensitive', ie, new tenants should be of mature years, tenancy agreements should have clauses added that, for example, limit occupancy to the tenant and their existing household, unless permission is given for variation. Housing officers (including the RL staff) should take quick action where there are complaints of tenancy breaches, particularly noise nuisance (whoever is the culprit), in order to sustain the changes in the block.

The Council is introducing flexible five-year tenancies. Use of these for new tenants in the blocks being de-designated will enable a smoother transition period.

Subsequent to de-designation, the Council will want to consider the longer-term future of each block, to consider how it will best contribute to the Council's housing plans. Options

would include return to general needs housing, re-development, provision for other customer groups etc.

2.5.2 *Impact on the Retirement Living Service*

Any reduction in the number of units designated for older people will impact on the number of staff required to provide the intensive housing management service. However, de-designation is likely to progress gradually, which gives the opportunity to achieve the right number of staff through natural wastage rather than redundancy. The actual number of staff required will depend on decisions on the service to be offered, which is discussed later in this report.

3. *Review of the Lifeline service*

A Lifeline unit is a community alarm that works over the customer's own landline. They come with a pendant or wrist trigger, which can activate the alarm from a distance, eg, if the customer has fallen and cannot reach the unit itself. Like the hard-wired alarms in the schemes, the Lifelines are currently monitored by the Tunstall control centre.

Almost 85% of over 70 year olds will prioritise adaptations to their own home rather than moving, so community alarms are excellent options for people that don't want to, or can't move home. In Broxtowe, the Lifeline service is tenure-neutral and, in fact, only 7% of customers are Council tenants. There is a charge of £182 per annum, which includes the loan of the Lifeline unit. Customers can choose to pay this monthly or quarterly.

3.1. *The service provided*

Currently, Retirement Living officers install the alarm units, and programme them to be monitored by Tunstall. In addition to monitoring, the service includes a visit in response to an emergency, but this is only available during office hours. After 5:00pm and at weekends, the control centre either notifies a nominated key holder, or contacts the emergency services.

Until two years ago, all Lifeline customers were visited twice a year to check that their personal details hadn't changed, and test their alarm unit. While the Lifeline service wasn't being provided by the RL team, this approach changed. Once units were installed, the service was then 'hands off'. The Lifeline agreement was changed to state that customers were expected to make test calls and to notify the control centre of any changes in their personal details and named contacts. Newer customers now get no additional visits or contact from Broxtowe once the equipment is installed, although the twice-yearly visits continue for those that were installed earlier. There is no difference in the weekly charge.

Whilst this reduces the time input to Lifeline customers, it is a high-risk strategy. If there is an emergency, the control centre has only the information provided to them to help the emergency services, and yet it can be crucial to know that, for example, the next-door neighbour has a key, or the customer has developed diabetes. People are notoriously bad at remembering to let control centres know about changes in key holders, GPs, health

conditions and other pertinent information. Equally, customers rarely sit down to make a test call without prompting, yet it is really important that they are comfortable with how the unit works.

It is recommended that the twice-yearly information checks be reintroduced for all customers. These could be phone calls rather than visits. Staff should also use these to prompt customers to make a test call on their alarm unit.

3.2. Specialist telecare equipment

A wide range of specialist telecare equipment is available through the RL team, who will buy in the unit requested and install it for the customer. For example, falls detectors, and bed occupancy, enuresis and epilepsy sensors can all be used to help people to stay safely in their own home. Smoke detectors are also available. These are linked to the alarm unit so that an automatic call is sent to the control unit who can then alert the nominated person.

There is a fundamental issue with Broxtowe's provision of telecare equipment: the price list for customers was drawn up some time ago and has not been reviewed within at least the last two years, and possibly longer. Consequently, charges made for the equipment are less than the purchase price. In addition, the price to the customer does not cover other costs, eg, staff time for installation.

As an example, the Fire and Rescue service may recommend that a customer (in any tenure) has a smoke alarm fitted. A council caretaker installs the smoke detector and the RLO then programmes it to the Lifeline. The current cost to the customer is £45.00, but a suitable smoke detector costs £48.00, and the cost of the caretaker's and RLO's time and travel is not recouped at all.

Obviously, there is a need to update the price list to cover, not only the purchase cost of the equipment, but also the staff time required to install it.

3.3 Customer numbers

Lifeline numbers fluctuate considerably, with units being removed and installed during any year. A previous manager of the service looked at the time customers were receiving a Lifeline service, and found that the average was around six years, so on current numbers (950 in October 2017) around 160 units will be removed from homes each year. The service is expected to grow, as it meets the needs of an increasing ageing population. Indeed, there appears to have been a net addition of around 50 customers per annum in past years. However, from April to December 2017, there were 149 installations and 166 removals: a net decrease of 17 over the last nine months. The service has not been actively marketed for some time, so referrals are tailing off.

3.4 Pricing, and the cost of the service

At £3.50 per week, the price Broxtowe charges compares reasonably well with its HouseMark comparator authorities, although each offers a slightly different service so can't be directly compared. For example:

- South Cambridgeshire charges £3.00 per week, but only offers monitoring only with no visiting response to emergencies
- North West Leicestershire charges £3.95 per week, reduced to £2.83 per week for sheltered customers with hard wired equipment. Like South Cambridgeshire, this is for monitoring only
- South Derbyshire charges £5.00 per week for non-sheltered customers and £3.00 per week for hard wired sheltered units. They provide an emergency response 24/7
- Mansfield charges private customers £3.58 per week for monitoring only, with no emergency response and charges sheltered customers £5.69 for monitoring and emergency response between 8.00am and 10.00pm.

Calculating the economic costs of the service is important, as we cannot assume that the income covers costs. There are no records of the number or duration of callouts to Lifeline customers, although the service has been asked to start to collate this, so some assumptions have had to be made in order to cost up the service. At present, in lieu of more accurate information, 5% of the RL team costs are allocated to the Lifeline budget, which is above the likely experience.

Other basic assumptions have had to be made:

- Assumption one: the average term of a Lifeline installation is six years. This is based on a previous manager's evaluation of five years of Lifeline terminations of service. The cost calculations therefore use one sixth of the cost of a Lifeline
- Assumption two: any repairs and/or equipment failures are covered by the supplier warranty. In reality, Lifelines rarely go faulty within the first six years, although they do have a limited life of around ten years. The pendants now supplied last up to ten years without needing a battery change
- Assumption three: the capital assets (Lifeline units) are not recycled - each new customer receives a brand new 'in the box' unit
- Assumption four: installation and six monthly check visits (or calls) will all be an average of an hour long. This is again a very safe assumption. Installations may take up to an hour, and sometimes two members of staff will initially attend for safety because of a lack of knowledge about the customer. Other check visits or phone calls will last closer to 20 to 30 minutes, even testing the equipment. Other visits will be made rarely, eg, to swap out a faulty unit
- Assumption five: there is an average of one callout lasting half an hour per Lifeline per year. This is a very safe assumption: most customers do not require an

emergency response throughout the vast majority of their service. A very small minority of customers are likely to require several responses during a year, but these will in no way outweigh those who have no callouts

- Assumption six: two hours per week of the Manager's time has been allowed to direct the service. This seems a reasonable balance given the other responsibilities she has.

The figures in the table below are based on 2017/18 RL team salaries, as these were the latest available to the review. Other costs are from the 2018/19 draft budget.

Table nine: the economic costs of the Lifeline service

Per unit per year	£	Notes
Lifeline unit	16.50	$\frac{1}{6}$ th of the purchase cost of a Lifeline
Demonstration/Installation/ service visits two x one hour	29.89	Two hours of RLO time
Callouts	7.47	Half an hour of RLO time
Administration cost ⁴	40.52	Internal recharges from other Council departments / sections
Monitoring cost	20.80	Charged by Tunstall (40p per unit per week)
Total Expenditure	115.19	
Total Income	166.83	This subtracts a twelfth of a year's income to account for the initial loss in year one (ie, new installations throughout the year will average six months' service)
Net Income, one Lifeline	-51.65	
Total annual income for 950 Lifelines	-49,064.28	Number of lifelines in October 2017
Account for 5.4% of the RL manager's time	2,245.95	Two hours per week
Total annual income	-46,818.33	

For 950 Lifelines, the RLO time required would be around 1.25 FTE. This time needs to be allowed for in any adjustment to the service.

⁴ These costs include staff time administering invoices, taking phone calls etc.

RLOs do not need to carry out installations and check calls or visits. These duties could easily be delivered by a Lifeline Coordinator, paid perhaps £2,000 per annum less than a RLO⁵. Whilst this could be used to increase net income, more importantly it would ensure a dedicated staff for this service. This would ensure that check calls are completed and detail changes notified to the control centre. A dedicated staff could also, under the manager's guidance, be responsible for advertising the service and reaching out to other agencies that may want to refer for telecare or just a Lifeline. They could also ensure that price lists are kept up to date, and chase unpaid invoices (although there are only a few of these).

3.5 *Ensuring a sustainable Lifeline service*

In order to ensure that the Lifeline service continues to offer a safe and reliable service, the twice-yearly checks of customers' details should be reinstated. These also provide the opportunity to prompt the customer to make a test call to the control centre.

The cost of purchase and installation of specialist equipment, including smoke detectors, must be recalculated to ensure that the charge covers the Council's costs.

The Council should consider shifting installations and the coordination and delivery of check visits or calls to a coordinator, rather than an RLO. The lower FTE cost would provide headroom to dedicate time to advertising and raising awareness of the service.

The service should be advertised through GP surgeries, community health staff, social care, voluntary agencies etc. to increase net recipients. This will also increase net income.

The Council should reconsider the service offered once the data on callouts to Lifeline customers is available. It is likely that there are very few office hours' callouts, and this offer could be reconsidered and potentially be dropped.

Given the ageing population, most of whom will stay in their privately-owned homes, the Council could consider offering a two-tier service (with separate charges) to Lifeline customers. The two levels would be:

- a) Monitoring only, together with an office hours' emergency response if this is retained
- b) Weekly or fortnightly visits and support to stay independent, eg, making referrals to other agencies, offering reassurance, encouraging social activities, etc.

South Derbyshire offers a variable service for different charges so, if Members want to pursue this option, they would be able to talk through the approach. However, it should be noted that the County Council pays for at least some of their support packages. Customers may be less willing to pay.

⁵ Salary level would be set through job evaluation

4. Review of the Retirement Living Service

All tenants are expected to require the visiting service offered by the Retirement Living (RL) team, and all pay a service charge, although some tenants are well under 60 years old and some are still working. There is no form for tenants to sign to opt out of all visits, and they cannot opt out of the service altogether: all have to pay the charge. This is because the charge supposedly contributes to the cost of the services provided to RL units, rather than the RL visiting and support service.

The RL team has an establishment of 28.3 full time equivalent (FTE) Retirement Living Officers (RLOs), three FTE team leaders and a FTE team manager. Some vacancies have been held, so currently there are 25.8 FTE RLOs. At establishment level, this represents an average ratio of 50 units per RLO. On current staffing, the average is 55 units per RLO, although caseloads vary widely, with the lowest being 34 units/FTE and the highest 81units/FTE.

Since reorganisation around five or six years ago, RLOs have been responsible for tenancy and estate management of the RL schemes, as well as the 'intensive' element of housing management that replaces what used to be support under the Supporting People programme. Therefore, the service charge described in 3.1 above is described as a 'Housing Management service charge'.

4.1 The current service

There is no service description per se: tenants are provided with a service charge agreement that states:

'The Borough Council of Broxtowe agrees to provide Housing Management related services to tenants. This service is to help people living in our Retirement Living properties to maintain their Tenancies across all properties within the Retirement Living services.'

This agreement provides Housing Management related services to tenants as described....'

[The service] will include:

- *Welfare checks carried out by the Retirement Living Officer. These will be carried out daily, weekly or monthly depending on what you request*
- *An option of becoming involved in social activities arranged within the Retirement Living Services, in your scheme and/or within the local community*
- *Assistance to access appropriate agencies to help you remain independent in your own home. This could include for example social care and health providers. Providing information about local community, religious or other social support groups and help you access these groups*

- *An easy to use intercom/call system in your property linked to operators available 24 hours so that help is always close by with the option of a pendant for extra safety*
- *We will keep you up to date with relevant social groups and activities that you may be interested in taking part in. We will assist and encourage you to arrange and take part in social activities in addition to the day to day running of your scheme*
- *Health and Safety checks carried out at your property and related surrounding areas*
- *Caretaking services associated with your scheme*
- *When you move in, the Retirement Living Officer will collect information from you about next of kin, details of carers and any medical/health issues which will remain confidential and only used in emergencies. This will be reviewed at regular intervals to ensure that the information is still correct*
- *Help with completing Housing Benefit claims and other related benefits you may be entitled to wherever possible to include signposting to relevant agencies.'*

'Caretaking services associated with your scheme' refers to the health and safety related checks of facilities such as fire alarms. RLOs undertake weekly fire alarm tests and two monthly community alarm checks for each scheme and customer. Some of the Category 1 schemes have three fire panels: one per three storey flatted block, so this is time-consuming. RLOs also run taps in communal areas and guest rooms to reduce the risk of legionella, and check fridge temperatures.

Every three months, RLOs also check that the customer information held by the Tunstall control centre is current: this is too often to be efficient, and routine checks could be decreased to six monthly. It should be noted that the RL team holds these records on paper, so there is very limited access to customer details.

'A' schemes are charged an additional amount to represent *'the associated costs for the on-going maintenance and upkeep of communal areas'*, ie, caretaking services associated with communal areas, window cleaning, repairs and maintenance of the communal facilities, and the energy costs of communal rooms. Cleaning of all community rooms, 'public' toilets and laundries, and of the corridors, other communal areas and guest rooms on Category 2 schemes is delivered by a team of cleaners managed elsewhere in the Housing Department.

Customers' alarms are linked to the Tunstall control centre. RLOs can go 'on site' on the schemes with an office or a community room, when they will receive all calls made from the site on their own handset. They are also able to make intercom calls using the handset. Most schemes are left 'off site', so Tunstall control operators call the relevant team leader (or other team leaders and manager if no response) if they have received a call requiring an immediate response. Non-urgent information is passed to the team by email.

4.2 Customer feedback from focus groups

31 customers came to four focus groups. One group was for waiting list customers, and was attended by three people, one of whom already lived in RL housing. The other two wanted to move into more suitable properties. The remainder all lived in RL schemes.

Discussions largely focused on:

- Where people lived prior to moving into RL housing, and why they wanted to move
- What they expected from their RL home and the service, and whether how the reality compares
- What they like and don't like about the schemes and RL experience
- What they value most about the service, and what changes they would make
- Their understanding of the service charge
- Their experience of the alarm service
- Whether, having experienced it, they would still choose to move into RL housing.

The main points of the discussions are included here, with more detail in Appendix five. There is also a detailed record of each of the focus groups available if required.

The majority of attendees lived in private housing before moving into retirement living. About half had no option about moving: eg, they had been evicted, repossessed, or had relationship breakups. A few needed an accessible home, but most just needed somewhere to live. Most of those that chose to move primarily wanted an accessible home, although a few positively wanted a retirement living property.

Most had a good experience of the alarm system – it is quick, clear and helpful.

Nobody knew what to expect of the retirement living service when they moved in, and are still unclear about what it is supposed to provide, besides visits. There is no service description besides the one in the service charge agreement.

Experience of the service is mixed. Some customer focus group members described visits as 'meaningless': RLOs 'knock and run' and 'they are next door almost before you've answered the door to them'. However, some RLOs were particularly named as exceptions; spending time with isolated people and giving help and advice on money, health and social care issues. This was seen as very important.

A couple of attendees have been told at meetings that the charge only covers housing-related costs, such as fire alarms. Most, however, believe that the service charge pays for the RLO service, and since they pay for it, they want the most they can get out of it. Most people at focus groups therefore expect frequent visits.

Since the service changed about five years ago, people have mainly missed the activity organisation. Some schemes have very little going on now.

Several schemes with community rooms were described as ‘shabby’ and uncared for. They need decorating and replacement furniture.

The housing management service provided by the RL service was not well thought of. There have been problems with nuisance or anti-social behaviour that have not been tackled effectively. Some people have moved in who are younger and have ‘issues’. There was a strong feeling that prospective tenants should be assessed for their suitability for living around older people.

There are concerns about the security of schemes. Tradesmen’s door entry codes are never changed and are well known. All staff have master keys that open scheme main doors and all individual flats, but there is concern that they may not take care of the keys. The use of rubber bands to indicate that no visit is required is well known by everybody, not just RL customers, as an indicator that there is nobody at home.

About half of the 29 current RL customers said they would choose retirement living again, particularly for the alarm and the company.

4.3 *Facility health and safety checks*

When RLOs were scheme managers, it made sense for them to complete health and safety checks on their schemes. It was clear who had responsibility for the checks, and staff could be held to account if they weren’t completed. Equally, at that time, RLOs were not expected to deliver tenancy and estate management for the schemes, whereas their duties now include the full range of housing officer tasks.

Whilst RLOs are still allocated primary responsibility for one or more schemes, the high levels of staff absence together with diversions for other activities such as lifeline installations, mean that other staff often carry out visits on other schemes. However, there is a tendency to delay health and safety checks in favour of completing very quick visits to customers, and some RLOs return to ‘their’ scheme to find that they still have to fit in all health and safety checks. The weekly fire alarm checks alone can take a considerable amount of time.

4.3.1 *A more effective and efficient approach to facilities*

Now that the RLOs’ job description has changed to a more holistic responsibility for tenancies, it would make better sense, and be more appropriate, for facilities to be checked by a caretaker or similar role. They could complete an ‘estate walkabout’ to ensure that the schemes are in good order, and complete the health and safety checks. Issues would be reported to the RL team leaders, to avoid confusion over which RLO had responsibility for that scheme. Given the recommendations on de-designation, it is likely to require a full-time post. Such a post would be lower graded than the RLOs so, provided a mirror adjustment is made to the RLO staff complement, this approach would be both

more reliable and better value for money. Arrangements would, however, need to be made to cover the post holder's absence.

The community alarm checks should remain the responsibility of the RLO, since they have to gain access to customers' properties and it is an opportunity to help customers to practice using the alarm.

4.4 Social activities on schemes

The RLOs' job description includes: 'To promote and facilitate social and leisure activities within the scheme' and *'to encourage and establish resident groups within retirement living accommodation'*. Over time, the importance placed on RLOs organising activities on schemes has changed, and customers are now expected to do more themselves. RLOs are unsure about the expectations on them, while not having a clear steer.

In the past, they largely ran the social activities on schemes and some had breakfast clubs or lunch clubs where they did the cooking. They were then told that they should set up social committees of tenants and step back from organisation and involvement. Some schemes now have very few social activities and tenants are generally unwilling to be involved in organising them. Others have very active committees and a full and rich social life. Most RLOs have found a middle path where they are present at social committee meetings, and might make calls to book things on their behalf. This level of involvement is not sustaining activities on all schemes.

Customers at focus groups who have access to community rooms said that they highly value the social activities they participate in. Whilst not everyone enjoyed all activities, they were aware that others on the schemes did benefit from participation. RLOs and customers mentioned that some customers couldn't take part because of difficulties getting to the community room, but RLOs no longer have the time or role to give them practical assistance.

If this service is to benefit older and more vulnerable people, the importance of social activities must not be underestimated. There is a considerable body of research on the adverse effects of isolation and loneliness on long term physical and mental health and wellbeing. This is now being supported at a national level. Following a cross-party report by the commission set up in honour of Jo Cox, who campaigned about loneliness, the government has tasked the minister for sport and civil society to head a government-wide group with responsibility for policies connected to loneliness. The government has also indicated that it will develop a wider strategy on the issue, gather more evidence and statistics, and provide funding for community groups to start activities that connect people.

4.4.1 Improving support for social activities

Whilst many of the RLOs enjoy organising, supporting or being involved in social activities on schemes, and some are very good at it, this role would generally be better delivered by specialist activity coordinators. With a minimum of 18 community rooms (currently there are 23 rooms), there is a need for two coordinators. An alternative would be to pay one or more voluntary organisations to provide the support for social activities.

Activities should be appropriate for the whole age range and expressed preferences of customers, providing everyone with at least one opportunity a week to take part in an activity that they say they might enjoy. Activities could include keep fit and falls prevention exercises, using computers or tablets, and specialist interest sessions such as those arranged by the WEA and U3A. There is already some provision in the budget (purchasing equipment etc.) that should cover initial activity costs on schemes. Most schemes are then able to be self-sustaining through fund raising, but activity coordinators would be able to help customers to bid for funding for specific projects.

4.5 Welfare visits

All 'welfare checks' are visits in person, with each RLO walking around the schemes they cover, knocking on doors. Of necessity, most visits are very brief and amount to a check that the tenant is able to answer the door. Despite the fact that many tenants are reasonably well and, in fact, many live with partners, there is still a very high proportion of tenants receiving a daily visit, or visits two or three times per week. Whilst the least frequent option is monthly, some tenants are working or do not want a RL service, so they are only visited to check their alarm system. It was noted that there is no 'opt out' form for these tenants to sign, and this should be introduced to avoid disputes and clarify that it is the tenant's choice.

Table ten: current visit frequencies

Visit frequency	% of all RL tenants
Daily, or more than once per week	41.8%
Weekly	26.7%
Monthly	30.7%
Less frequent	0.8%

Altogether, around 70% of tenants receive a visit at least once a week. This is an unusually high visiting rate, compared with visiting schemes elsewhere, where perhaps 25% of customers will be seen weekly, and only 5% at most will need a more frequent visit. The latter will be people who are ill, recently discharged from hospital or at high risk for other reasons. The key phraseology driving this high visit rate is in the first bullet point of the agreement: *'depending on what you request'*. Tenants can ask for visits at any frequency they wish. The RLO may try to persuade them otherwise but cannot determine through assessment the frequency of visit needed.

Whilst it is apparent that many tenants do not need frequent visits, a high proportion want them as *'they are paying for them'*. Some genuinely do want to see someone, for example, some are afraid that they will suffer a major health trauma or will die and lie undiscovered; some live alone and have no daily contact with anyone else; some are poorly and are comforted that someone enquires after their health. Several of the tenants that attended the focus groups highlighted that RLO visits are particularly welcomed by some people in

their 80s and 90s who are otherwise very isolated. However, almost every focus group attendee said that the visit is so fleeting that it is meaningless.

Although there are computers available in offices on schemes, RLOs do not have access to the housing management system (despite being the housing officer for RL units) and there is no system supporting the RLOs' intensive housing management work with customers. All records still have to be kept on paper, which also means that other staff do not have access to them unless they are in the same office. This is very problematic when RLOs are supposed to work in geographic teams and pool the work in their area (although it was noted that some staff are reluctant to cover other areas). Covering RLOs have no real idea about the needs of the customers they may be seeing for the first time, and cannot provide any consistency of approach. Unsurprisingly, where some customers valued the work of 'their' RLO, they were not satisfied with the cover arrangements.

4.5.1 Use of rubber bands

Many tenants want to retain their right to a daily visit, but don't want to be disturbed every day, or they want to go out before the RLO has visited. The service therefore has a system where tenants can put an elastic band on their door handle if they don't want to be disturbed, and the RLO will put it back through the door as they come past. The use of an indicator like this is a highly dangerous practice and has been discontinued by most services. This was discussed with RLOs and tenants who came to focus groups and everyone recognised that this method of passively checking up on someone is flawed: for example, all RLOs had noticed people putting the band back on their door handle shortly after they had put it through the letter box. Most tenants had 'cheated' on occasion by putting the band on their door the previous day. Everyone said that the band is well-known in Broxtowe as an indicator that someone isn't at home, and is an invitation to burglars. This practice must be discontinued.

4.5.2 A more efficient and effective approach

Welfare checks would be much more efficiently delivered using a 'ring round' system, ie, calling the tenant over the community alarm intercom. Nothing in the service charge agreement pre-empts this. Ring rounds enable a swift verbal check that the tenant is well, the tenant can ask and agree a time for a visit if needed, and RLO time is released to spend with people that would benefit from a meaningful visit.

RLOs were concerned that they would spend more time tracking down people that don't respond to a call. However, this can be countered by consistently encouraging and reminding tenants to use their alarm to let the service know if they are going out before their call. RLOs can also leave a note through non-respondents' doors asking them to make a call on their alarm when they are back home. The ring round approach is used by most sheltered housing services elsewhere. If there are concerns about lack of contact at the agreed time, other providers speak to neighbours and call relatives or named key holders to ensure the customer has been seen. If there is no contact, and as would happen with lack of response at a visit, the service does have a master key for most properties, so can enter in pairs to check that all is well.

It is very likely that the number of people wanting a daily call will decrease once they cannot use the band system. Customers should be asked to sign an agreement about call frequency, so that there is no room for dispute. However, RLOs should agree a minimum call rate with each customer, even where they have said they don't want to have routine contact. That call can be initiated by the customer at a time that suits them (including evenings and weekends) and amounts to 'checking in'. Control centres can provide a list of customers who have or have not used their alarm system over specific time periods.

A few of the schemes have older community alarm systems that cannot be used for ring rounds. Some are being replaced next year with either lifelines or a replacement hard wired system. RLOs could make phone calls to customers instead.

The service will always struggle to provide a consistent and effective service to customers until they are provided with a shared database – whether this is the new housing management system or another solution – that all can use and see from wherever they are based. This would enable all RLOs to provide a service that acknowledges and addresses customers' needs, whoever they are visiting. The RL service should reintroduce a basic needs assessment (further details are in section 5.1.1) and use this to direct time input where it is needed.

4.6 The cost of the current service

The following table breaks down the 2018/19 draft budget into the elements that are relevant to the different types of Retirement Living properties. 95% of the RLO team costs are allocated to this budget, with 5% being allocated to the Lifeline service.

Some detail codes have been broken down further into different categories, and it should be noted that this has been done on the basis of experience rather than evidence. Were fully economic service charges to be introduced, this breakdown would have to be checked and corrected.

Table 11: calculated costs of different service elements (based on 2018/19 draft budget)

	Total cost of relevant elements p.a. £	No of units to which charge element applied	Economic charge per annum £	Economic charge per week £	Economic charge per rent week £
1. Cat 2 flats only Lifts, window cleaning and corridor energy	88,976	459	193.85	3.73	4.04
2. Laundries Laundry repairs and water	44,000	594	74.07	1.42	1.54

	Total cost of relevant elements p.a. £	No of units to which charge element applied	Economic charge per annum £	Economic charge per week £	Economic charge per rent week £
3. Communal rooms Cleaning, window cleaning, communal energy, improvements, etc	408,974	720	568.02	10.92	11.83
4. RLO service Applies to all units	875,437	1409	621.32	11.95	12.94
5. All scheme units Grounds maintenance, fire alarms, alarm monitoring including the phone line connecting alarms with the control centre, alarm repair, key provision.	335,600	1409	238.18	4.58	4.96

Additional notes:

Category 2 flats are those with a front door off the internal, communal corridor.

- Some cleaning should be allocated to Cat. 2 units for the scheme corridors. However, there is insufficient information to enable this calculation
- 14% of the RL team cost in this budget has been allocated to housing management, which is paid by property rents. This allocation of costs reflects the ratio of general needs housing officers and assistants to units, given a caseload average of 50 properties per RLO
- The RL scheme budget includes a charge for grounds maintenance, and it has therefore been incorporated into these calculations. However, all general needs flats and bungalows also have grounds maintenance but have no service charges. The Category 2 schemes do have private gardens, and their maintenance should be included in service charge calculations, but there is insufficient information to separate out this cost. The cost of grounds maintenance per unit is quite significant, at £2.03 per calendar week per unit. This cost has been included throughout the calculations.

The calculations above for the different service elements can be brought together as an economic cost/charge for each type of RL unit, as per Table 12.

Table 12: the economic costs of services to each type of unit (2018/19 draft budget)

Total weekly costs for:	Unit no.s	Total costs	Economic cost per calendar week	Economic charge per rent week
1. All units in Cat 2 scheme main buildings	459	£778,208	£32.60	£35.32
2. All Cat 1 units with communal rooms and laundries, including units adjoining Cat 2 schemes	139	£208,722	£28.88	£31.28
3. All Cat 1 units with community rooms only	126	£179,868	£27.45	£29.74
4. All other units (Cat 1)	685	£588,758	£16.53	£17.91
Totals	1,409	£1,755,555		

Additional notes

The Category 2 units included here may be more than those actually within the buildings, owing to lack of information on each scheme's design. Some units may belong in line two, in which case the cost of Category 2 units would increase, and the cost of Category 1 units with communal rooms and laundries would decrease. The economic cost of even the Category 1 schemes is well above the current service charge. The economic cost of the services provided in Category 2 schemes is more than three times the current charge. Table 13 shows the income from current charges, and the extent to which the HRA as a whole is funding the RL service.

Table 13: income from current RL charges, compared to expenditure

Income from current charges	Units	Current charge (per rent week - 48 per year) £	Total income at 100% occupancy £
A schemes	947	11.11	505,016
B schemes	462	9.47	210,007
Total income from current charges			715,023

Deficit of income vs costs	£1,040,532
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The intensive housing management portion of the current Retirement Living team costs around £12.00 per calendar week or £12.94 per rent week per unit. It is perfectly legitimate for the HRA to subsidise the service, on the basis that the service provides a general good that benefits some tenants directly, others reasonably directly (where, for example, they have a relative in retirement living), and from which others can expect to benefit in the future. However, this is a substantial cost that limits the Council's ability to do other things with its HRA.

5. Options for the service

The current service is high cost but low efficiency and effectiveness. The Council wants to provide a forward-looking, effective service to older people in Broxtowe, with a clear objective to enable independent living. Therefore, two other, more up-to-date, service options have been described and costed below.

Note that all salary costs in these options are 2017/18 salaries and on costs, as 2018/19 salary details were not available at the time of the review.

5.1 Option one: Independent Living Service

Both customers and staff dislike the name 'Retirement Living'. They feel that it is a negative and unwelcome label. It implies that customers have retired from living and, of course, many customers are not retired. The term '*Independent Living*' was welcomed. In fact, it was used in the autumn 2017 edition of Tenant and Leaseholders Matters magazine. It would be a good time to change the public face of this service, to reflect changes from this review.

Most of the RLOs, and the team leaders and manager seen during the review said that they really wanted to understand what their service is supposed to be achieving. There is no stated purpose or 'mission', and there is no service plan. The only reported measurement is the number of visits completed: as discussed above, this does not reflect the quality or effectiveness of the service.

Discussions suggest that the overall aim of the Independent Living service should be: *enabling older people to retain their independence and quality of life.*

The focus of the service would therefore be on promoting and enabling independent living, and helping people to achieve their preferences, rather than checking that they are still able to answer their door. Examples of this type of needs-led service amongst Broxtowe's 'nearest neighbours' include North West Leicestershire and South Derbyshire, but other local authorities and indeed housing associations also deliver similar services.

It should be highlighted here that some RLOs were applauded by customers for their focus on helping people to achieve, maintain and improve their tenancy and their independence.

However, it was apparent both from meeting RLOs and from customer feedback that others have no real customer focus and spend little time with customers.

5.1.1 *Needs assessments*

As part of an Independent Living Service, a basic needs assessment should be reintroduced for new customers shortly after they move in, with an annual review. This should cover the five core outcomes of:

- Stay healthy
- Stay safe
- Economic wellbeing
- Enjoy and achieve
- Make a positive contribution.

These areas reflect the 'Every Child Matters' and Supporting People objectives, and are recognised as appropriate for the whole population, not just older people. It must be noted that this service cannot be a support service and retain the rebateable status of service charges. The service would still be an intensive housing management service, where the focus is on enabling the establishment and continuance of a successful tenancy. The needs assessment should make it clear that this is the main focus, whilst taking a more holistic approach to helping people to remain independent.

Lettings and Retirement Living have very recently introduced a nine page needs assessment for completion by applicants wanting retirement housing. This covers the five areas listed above, but is rather burdensome at the application stage. It would make more sense for applicants to complete a short and indicative needs assessment when they view the property, particularly where it is on a scheme being retained longer term for independent living. This should be sufficient to ensure that new tenants are in need of the property and will not present a risk to other customers or their quiet enjoyment of their home.

If this service title and objective were acceptable to Members, then schemes that are designated for long term retention for older people should be rebranded as 'Independent Living Schemes', which gives a far more positive impression. RLOs would be renamed Independent Living Coordinators (ILC), or similar.

5.1.2 *Service levels*

In line with an increased focus on enabling independent living, staff should focus on targeted visiting to people who need help and advice to maintain their independence and enjoy their lives. Routine 'welfare' calls are still important because they often highlight where someone is struggling and need input from the ILC. However, calls should be made over the alarm equipment, as suggested in 5.5.2 above. The offer should be a weekly check call, which can be varied by agreement where the customer is assessed as more or less vulnerable.

It is reasonable to visit every customer at least once per month – again this can be varied by agreement depending on vulnerability. Visits should be prearranged, and long enough to be meaningful; providing customers with sufficient time to raise any problems or issues with the ILC.

The ILCs will need the training to ensure that they are competent to deliver this role. They will be expected to be alert to and report safeguarding issues, make referrals, attend case conferences and accompany other professionals to the customer's home where they need the ILC's support.

Under this model, ILCs would continue to be responsible for tenancy and estate management, and would deal with tenancy breaches that are often related to vulnerabilities, such as hoarding and behavioural issues. They should be able to build up sufficient expertise to offer assistance to general needs housing officers who have tenants with this type of behavioural issue. Noise and other nuisance would also remain their responsibility.

There are relatively few instances of relevant tenancy changes (eg, successions) in older persons' housing, and therefore staff have had difficulty retaining sufficient knowledge about the rules governing tenancy changes, and the methodology. It is therefore proposed that tenancy changes are passed over to the general needs housing officer team.

It is difficult for staff working in older persons' housing like this to deal with tenancy breaches that are serious enough to be classified as anti-social behaviour (ASB), as there is a conflict of role. As a result, ASB (rather than nuisance) has not been well dealt with. It is suggested that serious ASB is also handled by the general needs housing officer team.

5.1.3 The cost of Option one

Without the full 2018/19 salary details, salary costs are based on 2017/18 salaries, although direct service costs are taken from the draft 2018/19 budget, as are the internal recharges related to the service. For comparison, the model is based on the current stock of 1,409 units.

The costs in this service model include the suggested improvements of a specific facilities officer, and two activity coordinators. ILCs therefore have an average ratio of 100 units each. With the increased units per FTE, around 25% of ILC time is allocated to tenancy and estate management and therefore covered by rents.

Table 14: staff structure for ILC service to IL units

Description of role	FTEs
ILCs, as above 100 units per ILC, assuming 1,409 units Omits the 1.25 FTEs to deliver the Lifeline service	14.09
Team leaders - North and South	2

Description of role	FTEs
Manager The remaining 0.05 FTE is allocated to the lifeline service	0.95
Activity coordinators (North and South)	2
Facilities officer All schemes across Borough - weekly estate inspections and tests - fire alarms, legionella, fridges, communal areas and grounds etc.	1
FTE in team	20.04

With the addition of the FTE and manager's time required for the Lifeline service, the team would total 21.34 FTE, compared to the existing establishment of 32.3 FTE. In terms of staff reductions, the transition to this option can be managed through current vacancies, natural wastage and voluntary redundancies.

The table below costs up the team allocated specifically to Independent Living schemes, and omits the allocation for Lifelines. The costs are directly comparable to the current service costs, as 5% of the current RL team cost is already allocated to the Lifeline service.

Table 15: costs of Option one related to the Independent Living units only

Posts	No. of FTEs	Salary incl on costs from 2017/18 budget £	Total cost £
ILCs	14.09	26,550	374,089.50
Team leaders	2	31,500	63,000.00
Team manager	0.95	41,550	39,304.05
Activity coordinators	2	23,000	46,000.00
Facilities officer	1	23,000	23,000.00
Total for IL team without Lifeline service			545,393
<i>Compared to salary costs in current model (Option 3)</i>			<i>852,150</i>
<i>Net reduction, which is a direct saving to the HRA</i>			<i>306,756</i> <i>(ie, 36%)</i>

Note that the total will increase slightly with the 2018/19 salary levels.

The economic cost of this service to customers has also been calculated, again using 2017/18 salaries. 25% of the total cost can be allocated to rental income, as the ILCs would continue to manage tenancies and estates, but have more units.

The per unit cost of the ILC service would be £7.28 per unit calendar week, or £7.89 per unit per rent week. This is a reduction of £4.69 on the current cost per rent week.

5.2 Option two: Enhanced Housing Management service

This option removes most of the additional time allowed for working with this customer group. Whilst customers would still receive an alarm monitoring service, responses to emergencies during office hours may be difficult to maintain. There are examples of this type of service in 'nearest neighbour' authorities, such as South Kesteven and North Warwickshire.

5.2.1 Service description

Option two provides tenancy and estate management, as before, but the ratio of units to FTE staff is reduced to reflect the increased vulnerability of tenants in older persons' schemes. Each member of staff would have 300 units. This is 75% of the average numbers of general needs units managed by Housing Officers and Assistants.

This lower number of units should provide time for staff to respond to emergency calls and to those who need additional assistance. However, if the issue could not be resolved within one or two visits, the focus would have to be on referring customers to other organisations. The emphasis would be on *managing specialist housing for older people*.

Alarms would still be checked every two months, usually by calling the customer and asking them to press their pendant, or pull the cord, and the Tunstall control centre may require an additional fee for handling test calls (these are currently made with the scheme on site), but there would be no scope for more frequent calls or visits. Visits would still need to be made to those that struggle with testing their equipment. Customers' details would also need to be updated for the control centre, which would necessitate a visit or phone call to each customer every six months. Alternatively, detail sheets could be posted to all customers asking for them to check and phone if anything needs updating. Visits would, however, provide opportunities to pick up ongoing issues with management of tenancies or maintenance of independence.

5.2.2 The cost of Option two

The costs in this service model include the suggested improvements of a specific facilities officer, and two activity coordinators. Enhanced housing management staff would have 300 units each so 75% of their time would be allocated to housing management, and therefore payable by the rent.

Table 16: staff structure for EHM service

Description of role	FTEs
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Description of role	FTEs
Enhanced housing management staff Ratio of 300 units per FTE, assuming 1,409 units Excludes the 1.25 FTEs required to deliver the Lifeline service	4.7
Team leaders North and South. This may be too many hours, given the reduction in the team, but left for comparison with Option one	2
Manager 0.05 is allocated to the Lifeline service	0.95
Activity coordinators North and South	2
Facilities officer All schemes across Borough - weekly estate inspections and tests - fire alarms, legionella, fridges, communal areas and grounds	1
FTE in team	10.6

With the addition of the FTE and manager's time required for the Lifeline service, the team would total 11.4 FTE, compared to the existing establishment of 32.3 FTE. In terms of staff reductions, the transition to this option can be managed through current vacancies, natural wastage and voluntary redundancies.

Table 17: costs of Option two related to the older persons' units only

Posts	FTE	Salary incl on costs from 2017/18 budget £	Total cost
Enhanced housing officers Excludes Lifeline allocation	4.7	26,550	124,785
Team leaders	2	31,500	63,000
Team manager	0.95	41,550	39,472.50
Activity coordinators	2	23,000	46,000
Facilities officer	1	23,000	23,000
Total for enhanced housing team without Lifeline service			296,258

Posts	FTE	Salary incl on costs from 2017/18 budget £	Total cost
<i>Compared to salaries in current model (Option three)</i>			852,150
<i>Net reduction, which is a direct saving to the HRA</i>			555,893 (ie, 65.2%)

Note that the total will increase slightly with the 2018/19 salary levels.

The economic cost of this service to customers has also been calculated, again using 2017/18 salaries. 75% of the total cost can be allocated to rental income, as the enhanced housing officers would continue to manage tenancies and estates, but have more units.

The per unit cost of the enhanced housing management service would be £1.48 per unit calendar week, or £1.60 per unit per rent week. This is a reduction of £10.98 on the current cost per rent week.

5.3 Option three: retain the current retirement living service

This option is 'steady state', although it is strongly recommended that the service should in any case undertake some of the improvements outlined in section 4.

5.3.1 Service description

The service, that focuses on *visiting older people in retirement housing*, has been described in detail in sections 4.1 to 4.5. In summary, it provides:

- Tenancy management, including accompanied viewings and sign-ups, tenancy breaches, neighbour disputes, anti-social behaviour.
- Estate management: mainly completing health and safety checks of schemes communal areas
- Making relatively frequent but brief welfare visits to customers' homes
- Checking the community alarms in customers' homes
- Checking and updating customers' personal details (to update the control centre that alarms are linked to), and
- Some involvement in social activities in communal rooms
- In-person responses to emergency calls made during office hours by RL and Lifeline customers
- Installation of Lifeline units in non-RL homes, including visits to deal with faulty alarms.

Clearly, some customers do receive considerably more support than implied above, including more meaningful visits and referrals to other agencies. However, there is no framework for assessments or actions. The service is expensive for the Council's tenants, particularly given its lack of outcomes and focus. Some recommendations in section 4 above would improve this, but the low number of units and the conflicts between spending time with customers, checking facilities and encouraging and supporting social activities do mean that the current service is not achieving good results for customers.

The RL team has an establishment of 28.3 full time equivalent (FTE) Retirement Living Officers (RLOs), three FTE team leaders and a FTE team manager. Some vacancies have been held, so currently there are 25.8 FTE RLOs. At establishment level, this represents an average ratio of 50 units per RLO. On current staffing, the average is 55 units per RLO, although caseloads vary widely, with the lowest being 34 units/FTE and the highest 81units/FTE.

5.3.2 The cost of Option three

The costs of the current service are described in more detail in section 4.6. In summary, based on a ratio of 50 housing units per RLO (the established staff complement), 14% of staff time can be allocated to housing management, so paid by the rent.

Table 18: staff structure for retirement housing service

Description of role	FTEs
Retirement Living Officers Ratio of 50 units per FTE, assuming 1,409 units Excludes the 1.25 FTEs required to deliver the Lifeline service	27.05
Team leaders North, Beeston, and Stapleford/Chilwell	3
Manager 0.05 is allocated to the Lifeline service	0.95
FTE in team	31

With the addition of the FTE and manager's time required for the Lifeline service, the team establishment totals 32.3 FTE.

Table 19: costs of Option three related to the RL units only

Posts	No. of FTEs	Salary incl on costs From 2017/18 budget	Total cost £
RLOs	27.05	26,550	718,177.50

Team Leaders	3	31,500	94,500
Team manager	0.95	41,550	39,472.50
Total for RL team without Lifeline service			852,150

The economic cost of this service to customers has also been calculated, again using 2017/18 salaries. 14% of the total cost can be allocated to rental income, as the retirement housing officers manage tenancies and estates at a ratio of 50 units per FTE.

The per unit cost of the retirement living service is £11.61 per unit calendar week, or £12.58 per unit per rent week. Note that this is slightly lower than the economic cost shown in section 4.6, table 11, which uses 2018/19 salary costs.

5.4 Summary of Options

Table 20: Summary of the three options

Option	Impact compared to current	Main advantages	Main disadvantages	Cost compared to current
Option 1: Independent Living Service	<p>100 units per FTE.</p> <p>Facility checks and activities delivered by other staff.</p> <p>All customers receive basic level of visits/calls, but frequency adjusted for any needs/vulnerabilities identified through assessment.</p> <p>Contact with customers is responsive to changes in customers' lives and needs.</p> <p>A more holistic approach to customers' needs and preferences.</p>	<p>All customers given a basic level of service that they can recognise as 'sheltered' or 'retirement' housing.</p> <p>Assessment recognises each customer's needs, and can be flexible as things change.</p> <p>Service responds to customers' vulnerabilities; enabling more people to stay independent in their own homes for longer.</p> <p>Facilities and social activities delivered by specific staff – no need to compromise ILCs' time.</p>	<p>Many customers will have contact frequency reduced, which they may not like.</p>	<p>£306,756 less than current cost (ie, 36%).</p>
Option 2: Enhanced Housing Management Service	<p>300 units per FTE: relatively minimal time for customers outside tenancy management.</p> <p>Facility checks and activities delivered by other staff.</p> <p>No regular visits or calls to</p>	<p>Facilities and social activities delivered by specific staff – no need to compromise EHOs' time.</p>	<p>Customers have no regular contact with EHOs, which is unlikely to be popular.</p> <p>Service is focused mainly on tenancy and estate management; there is little time available for more</p>	<p>£555,893 less than current cost (ie, 65.2%)</p>

	<p>customers.</p> <p>Customers wanting assistance will have to specifically request this.</p> <p>‘Support’ for customers will be through referral to other agencies.</p>		<p>vulnerable customers.</p> <p>Customers will not recognise service as ‘sheltered’ or ‘retirement’ housing – little in common with current service.</p> <p>Other agencies may not be able to respond to referrals, leaving customers without the help they need.</p>	
Option 3: Current Retirement Living Service	<p>No change in service - focused on brief home visits to check that customers able to answer the door.</p> <p>Average 50 (to 55) units per FTE.</p> <p>Social activities and facility checks also delivered by RLOs.</p>	<p>Steady state: no impact on customers.</p> <p>No change for staff.</p>	<p>Service does not respond to needs of vulnerable older people need.</p> <p>Low number of units per FTE – expensive to maintain.</p> <p>RLOs have to deliver facilities management as well as multiple, frequent visits.</p> <p>Visits are brief and offer little except for a check that customers able to answer door.</p> <p>Social activities and de-isolation given little focus or commitment.</p>	No change

Appendix one: list of schemes and features

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Aldene Court	Attenborough & Chilwell East	Cat 1	B	None	9	19			28
Ashbourne Close	Bramcote	Cat 1	A	Access to facilities at Westbourne Court	11				11
Babington Court	Attenborough & Chilwell East	Cat 1	B	None	2	7			9
Bartons Close	Greasley	Cat 1	B	None	28				28
Bexhill Court	Beeston North	Cat 2	A	Community room, kitchen, laundry	6	22			28
Birch Close	Watnall and Nuthall West	Cat 1	B	None	34				34
Birkin Avenue	Attenborough & Chilwell East	Cat 1	A	Access to facilities at Lombardy Lodge	8				8
Bradley Court	Beeston Central	Cat 1	B	None		22	6		28

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Castle Street	Eastwood Hilltop	Cat 1	A	Access to facilities at Phoenix Court	3				3
Central Avenue	Stapleford South East	Cat 1	A	Access to facilities at Gutersloh Court	12				12
Chewton Avenue	Eastwood Hilltop	Cat 1	A	Access to facilities at Linwood Crescent	11				11
Chilton Drive	Watnall and Nuthall West	Cat 1	A	Access to facilities at Cloverlands Court		12			12
Church Close	Awsorth, Cossall and Trowell	Cat 1 + comm room	A	Community room, kitchen	23				23
Cloverlands Court	Watnall and Nuthall West	Cat 2	A	Community room, kitchen, laundry		35			35
Commons Close	Eastwood Hilltop	Cat 1	B	None	15				15
Ewe Lamb Close	Bramcote	Cat 1	A	Access to facilities at Westbourne Court		25			25

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Greenwood Court	Attenborough & Chilwell East	Cat 2	A	Community room, kitchen, laundry		38			38
Grove Court	Attenborough & Chilwell East	Cat 2	A	Community room, kitchen, laundry		29			29
Gutersloh Court	Stapleford South East	Cat 2	A	Community room, kitchen, laundry	4	29			33
Hall Drive	Attenborough & Chilwell East	Cat 1	B	None		40			40
Halls Lane	Eastwood Hilltop	Cat 1	B	None	4				4
Harry Peel Court	Beeston Central	Cat 1	B	None	8				8
Hillcrest Close	Watnall and Nuthall West	Cat 1	A	Access to facilities at Cloverlands Court		6			6
Hillfield Road	Stapleford South East	Cat 1	A	Access to facilities at Gutersloh Court		4			4
Hopkins Court	Eastwood St Mary's	Cat 1 plus comm room	A	Community room, kitchen, laundry		46		1	47

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
		and laundry							
Humber Lodge	Beeston Central	Cat 2	A	Community room, kitchen, laundry		19			19
Inham Circus	Chilwell West	Cat 1	B	None	4	15			19
Jessamine Court	Beeston Central	Cat 1	B	None		26			26
Larkfield Road	Watnall and Nuthall West	Cat 1	B	None		14			14
Lawrence Avenue	Greasley	Cat 1	B	None	2	24			26
Linwood Crescent	Eastwood Hilltop	Cat 1 + comm room	A	Community room, kitchen	19				19
Lombardy Lodge	Toton and Chilwell Meadows	Cat 2	A	Community room, kitchen, laundry	4	29			33
Main Street	Awsorth, Cossall and Trowell	Cat 1 + comm room	A	Community room, kitchen		23			23

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Myrtle Grove	Beeston Central	Cat 1	A	Access to facilities at Humber Lodge	7	8			15
Newthorpe Common	Eastwood Hilltop	Cat 1	B	None	17	1			18
Oak Drive	Watnall and Nuthall West	Cat 1	B	None	9	16			25
Pearson Court	Bramcote	Cat 1	B	None		25			25
Peatfield Bungalows	Stapleford North	Cat 1	B	None	15				15
Philip Avenue	Watnall and Nuthall West	Cat 1	A	Access to facilities at The Spinney	1				1
Phoenix Court	Eastwood Hilltop	Cat 1 + comm room	A	Community room, kitchen		25			25
Plumptre Gardens	Eastwood Hilltop	Cat 1	B	None	8				8
Raglan Street	Eastwood Hilltop	Cat 1	A	Access to facilities at Phoenix Court	6				6

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Read Lodge/Avenue	Beeston Central	Cat 1	A	Access to facilities at Humber Lodge		18			18
Regency Court	Beeston Central	Cat 1 plus comm room & laundry	A	Community room, kitchen, laundry		57		11	68
Regent Street	Beeston Central	Cat 1	A	Access to facilities at Regency Court	4				4
Richmond Court	Beeston West	Cat 2	A	Community room, kitchen, laundry		34			34
Rockwell Court	Stapleford South East	Cat 2	A	Community room, kitchen, laundry		29			29
Rowan Court	Watnall and Nuthall West	Cat 1	B	None	24				24
Scalby Close	Eastwood St Mary's	Cat 1 + comm room	A	Community room, kitchen	36				36
Sherwood Rise	Eastwood Hilltop	Cat 1	A	Access to facilities at Linwood Crescent	8				8

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Southfields Court	Chilwell West	Cat 2	A	Community room, kitchen, laundry		38			38
Sunnyside Road	Chilwell West	Cat 1	B	None	10				10
Tattershall Drive	Beeston Central	Cat 1	B	None		27			27
Templar Lodge	Beeston Central	Cat 2	A	Community room, kitchen, laundry		14		1	15
Templar Road	Beeston Central	Cat 1	A	Access to facilities at Templar Lodge. Three stories, the top one is let as GN housing.		28			28
The Lilacs	Beeston Central	Cat 1	A	Access to facilities at Yew Tree Court		30	2		32
The Spinney	Watnall and Nuthall West	Cat 2	A	Community room, kitchen, laundry		34			34
The Willows	Beeston Central	Cat 2	A	Community room, kitchen, laundry		29			29

Scheme name	Ward	Scheme type (see report 3.2 for description)	Service charge (see report 3.1 for detail)	Key facilities	Bungalows	Flats	Bedsits	Maisonette	Total units
Trenton Close	Bramcote	Cat 1	A	Access to facilities at Westbourne Court	4	15			19
Valley Road	Kimberley	Cat 1	B	None	22				22
Venn Court	Beeston Central	Cat 2	A	Community room, kitchen, laundry		33		1	34
Westbourne Court	Bramcote	Cat 1 plus comm room & laundry	A	Community room, kitchen, laundry		20			20
Wyndham Court	Chilwell West	Cat 1	B	None	8		1		9
Yew Tree Court	Beeston Central	Cat 2	A	Community room, kitchen, laundry		35			35
Total units					386	1,000	9	14	1,409

Appendix two: photographs of scheme features



Westbourne Court



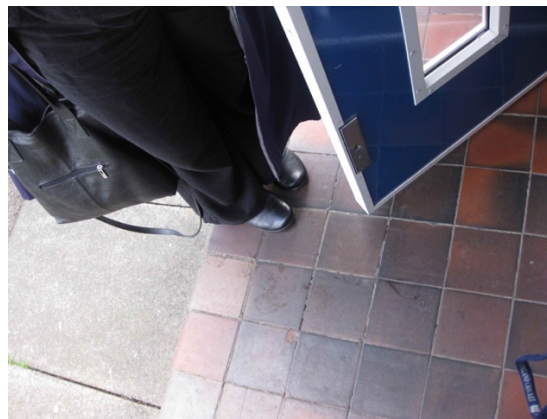
Exposed concrete stairwells



Exposed deck access



Valley Road bungalows



Templar Road flats: front step entrance



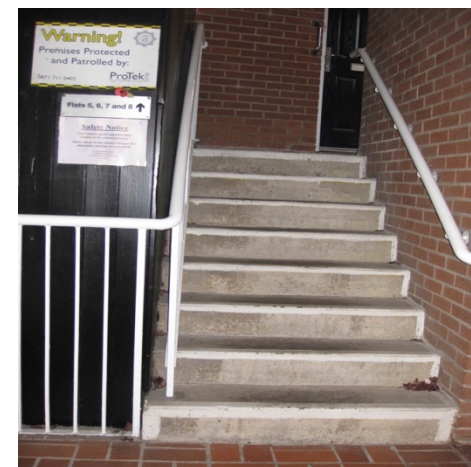
Larkfield Road flats



Jessamine Court: three stories all retirement living, concrete steps, exposed decks



Hopkins Court: Steep hill up to the shops, external steps all through scheme



Phoenix Court: Heavily gated to prevent unauthorised access, steps to get around scheme, concrete stairwells



Regency Court: multi-level with many steps around scheme, slippery metal ramp to enable access for one person

Appendix three: schemes recommended for retention as older persons’ properties

Please see exempt report

Appendix four: schemes recommended for re-designation

Please see exempt report

[illegible]

Appendix five: customer feedback from focus groups

31 customers came to four focus groups. One group was for waiting list customers, and was attended by three people, one of which already lived in RL housing. The other two wanted to move into more suitable properties. The remainder all lived in RL schemes.

Discussions largely focused on:

- Where people lived prior to moving into RL housing, and why they wanted to move
- What they expected from their RL home and the service, and whether how the reality compares
- What they like and don't like about the schemes and RL experience
- What they value most about the service, and what changes they would make
- Their understanding of the service charge
- Their experience of the alarm service
- Whether, having experienced it, they would still choose to move into RL housing.

The discussions are summarised here. There is a detailed record of each of the focus groups available if required.

Most attendees had lived in private sector housing before moving in to RL. Some had had no choice about moving, eg, one was repossessed, one had to sell up as his home was his pension, two were evicted when the landlord sold up, one sold their home to move in with a son but was asked to leave.

Most of those that chose to move wanted an accessible home with no, or few, steps. One had been mugged and wanted to feel more secure, and one felt they couldn't manage a large home and garden after their partner's death.

Eight people positively wanted an RL property. The remainder accepted it as they urgently needed to move, or because the property seemed right for them.

Two people waiting for an offer of housing have found it to be a very long and frustrating wait. One lives in a maisonette in a converted Victorian house. The other lives in a largely unheated, privately rented flat on the third floor. Both need to move to get away from stairs. Neither can use a computer, and they don't understand how the allocations system works. One goes to the Council offices to look at the property list, and the other has been told that his application is on 'auto bid', although he didn't understand what that meant.

Both want to stay in their current area. One wants a ground floor property in Beeston where he can keep his dog. The other wants Lombardy Lodge or a bungalow in that area. Neither wants the RL service, and they are not bothered about having an alarm, although both recognised that the alarm might be a good thing to have.

The third person attending the waiting list meeting already lives in, and has moved around, RL housing. She wants to move upstairs in her current scheme (which has a lift).

There was a generally good experience of the alarm service – it was described as efficient, quick to answer most calls, and, in most cases, the speech was clear enough. One or two people have much older alarm systems and are finding that the system is slow to connect with the control centre and sometimes the speech isn't very clear.

Nobody had known what to expect of the RL service before they moved in, and most had only a vague idea about their role now. Attendees had had a very variable experience of RLOs, depending on who visited their scheme. Everybody talked about visits, but only one person could cite other work done by an RLO to help him and other people he knew with issues around social care and health. There was a general consensus amongst those customers who knew that RLO that he gives an excellent service, and he really seems to care about the customers he sees. This was contrasted with the experience of some other RLOs, who were said to not care about customers or put effort into making sure people are alright when poorly etc. One person said it was nice not to rely on relatives to check up on you. However, when she had an operation, nobody checked up on her to ask how she was. She was a bit upset that nobody had contacted her.

Attendees said that visits are largely 'meaningless': most RLOs 'knock and run' and 'they are next door almost before you've answered the door to them'. There are exceptions: a very few RLOs were noted to spend their time with more isolated and lonely people on schemes. They felt that that time is really important to people that rarely leave their home or see other people.

Most people perceived that they pay for the RLO service, although one or two had attended meetings where they'd been told that the service charge only covers the costs of running the housing services (like the fire alarms). As they believe they pay for the service, most people expect maximum inputs. Most justified daily visits by saying it was 'in case' something happened to them, even where they lived with someone else. They didn't want to be found dead after days or weeks. Having said that, they didn't know what to expect of the RLOs besides a daily visit. There is no service description besides the service charge agreement, and they never have an arranged discussion with an RLO about what help they would value.

People that have been in RL schemes for several years miss the activity organisation. One or two said that dominant people arrange activities but put up the backs of other tenants. Some schemes have very little going on now, as customers don't want, or feel they are too frail to organise things themselves. Not everybody wants to join in anyway, but most that have one, value the communal lounge as a place to meet and speak to people. However, some in Category 2 schemes said that they are not kept nice: they are shabby and need decorating, and some furniture needs replacement.

In relation to tenancy management, attendees were concerned about, and irritated by, inconsistent decision. For example, some people have been told they can have a dog and others in similar properties have been told they can't. There are very specific concerns

about the numbers of younger people moving into some of the schemes, especially where they bring 'issues' with them. Two people related how a neighbour's son has moved in with her. He appears to use drugs, is very noisy and rude/threatening to neighbours. They feel that nobody is taking any action to deal with this. There was a strong feeling that prospective tenants should be assessed for their suitability for living around older people.

There are also concerns about the security. Schemes with door entry panels have a tradesman's code that everybody knows and is never changed. Everybody knew about the use of rubber bands. Some use it for convenience, but all said that 'everybody knows that it means that there is nobody at home'. There were very serious concerns that all staff have universal master keys that open every flat door across the stock. However, there is no assurance that people keep those keys safe, or give them back when they leave the service.

There were specific mentions of difficulties getting ambulances to incidents quickly on some schemes. Two or three people have experienced long delays and then discovered the cause is the lack of signage – ambulances have ended up at wrong doors of flatted blocks, and only found their way when a local resident has helped them. On one occasion, the ambulance actually went away as they thought it was a hoax call.

About half of all that attended the three focus groups for current RL tenants said that they would choose to live in retirement housing again. This is specifically for the alarm service and the company.



Secure tenancy agreement for Broxtowe Borough Council



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 a Secure Tenancy under the Housing Act 1985.

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.

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 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 Secure Tenancy. The Demoted Tenancy will be a less secure form of tenure than the Secure 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 Secure 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 Secure 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 regulator of social housing, which is currently the Regulation Committee, a statutory committee of the Homes and Communities Agency but includes any body which takes over the functions of the Regulation Committee (the “Regulator of Social Housing”) under registration number 37UD.

AND

Tenant(s)
Full names: (“you”)

1. GENERAL TERMS:

1.1 You and we agree that:

- if a word is set out bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy
- words in italics are for explanation only and do not form part of the terms and conditions of this Tenancy for legal purposes.

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 and it is a **Secure Tenancy** within the meaning of the Housing Act 1985.

1.5 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.

Rent payments

- 1.6 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

- 1.7 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.

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

- 1.9 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

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

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

Other Services

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

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

Gifted Items

- 1.14 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

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

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

1.16 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 by us at the **Rent Review**, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

(a) give you at least four weeks' written notice of a Rent Review; and

*(b) send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least four weeks after the notice of variation is sent.*

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 four 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.

Changing the Terms of this Tenancy

2.5 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 four weeks after the notice of variation is sent.*

Refusing any Reviewed Rent and/or New Terms

2.6 If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.

2.7 The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 2.6 above.

Service of Notices

To serve a notice on you

2.8 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

2.9 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

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

Data Protection, fraud and other matters

- 2.11 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.
- 2.12 We are a data controller under the Data Protection Act 1998 and are registered with the Information Commissioner’s Office under **[insert registration number]**.
- 2.13 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.
- 2.14 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

- 2.15 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 2.16 Any such consent given by us under this Tenancy will comply with any requirements set out in the Housing Act 1985 (if any) and 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.

Assignment

- 4.5 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) (which we will not unreasonably withhold) to another tenant by way of a mutual exchange.

Lodgers and sub-letting

- 4.6 That you may take in a lodger as permitted by section 93 of the Housing Act 1985 but you must not part with possession or sub-let (including granting any holiday lettings) the whole or any part of your Home or the Property except in the circumstances permitted by sections 93 of the Housing Act 1985, *which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.*

Benefit

- 4.7 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.
- 4.8 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.
- 4.9 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

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

Overcrowding

- 4.11 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

- 4.12 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

4.13 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

- 4.14 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.
- 4.15 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.
- 4.16 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.

- 4.17 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

- 4.18 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

- 4.19 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.

- 4.20 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

4.21 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	- sex
- colour	- culture
- age	- ability
- religion	- lifestyle
- sexual orientation	- pregnancy/ maternity
- physical and/or mental disability	- belief
- marriage and civil partnership	- 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

4.22 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

4.23 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.

4.24 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

4.25 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.

4.26 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

4.27 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.

- 4.28 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.
- 4.29 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.
- 4.30 Not to cultivate or alter any **Communal Gardens** without first getting our written consent.

Vehicles

- 4.31 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).
- 4.32 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.
- 4.33 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.
- 4.34 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

- 4.35 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.

- 4.36 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.
- 4.37 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]

- 4.38 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

- 4.39 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.

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

- 4.40 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

- 4.41 Not to make any **improvements** to the Property, **[the Contents]**, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which is where you have first obtained our written consent which we will not be unreasonably withhold* and which will be subject to any planning permission or any other permissions that may be needed.

Health and Safety

- 4.42 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.
- 4.43 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
- 4.44 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

- 4.45 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 4.12)
- maintaining your Garden and any trees in your Garden (clause 4.13)
- undertaking repairs, maintenance and decoration that are your responsibility (clause 4.35 and 4.37)
- repairing any damage caused that you are responsible for repairing (clauses 4.35, 4.36, 4.38 and 4.39)
- undertaking any unauthorised improvements (clause 4.41)
- **[looking after the Contents (clause 4.38)]**
- removing items from and cleaning the Building and/or Communal Areas clauses 4.27, 4.28 and 4.44)
- your parking obligations (clause 4.31 to 4.34) (such Works may include removing your vehicle.)

Title and Planning

- 4.46 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

4.47 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.

Ending your Tenancy

4.48 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.

4.49 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.

Moving out

4.50 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):

- 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.

4.51 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.

4.52 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.

4.53 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.

4.54 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.

4.55 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.

5. **YOUR RIGHTS CONTAINED IN LEGISLATION**

Succession

5.1 If the Start Date of this Tenancy is on or after 1 April 2012, on your death:

(a) your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 and are summarised below:

- (i) *any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or*
- (j) *if there is no surviving joint tenant your **Partner** as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by succession as long as you were not a successor as defined in the Housing Act 1985.*

The law only allows one succession of the Tenancy; or.

(b) if no-one is qualified to succeed to the Tenancy under clause 5.1 (a) of this Tenancy above, another **Family Member** will become the Tenant by succession in accordance with this clause as long as:

- they occupied your Home with you throughout the period of 12 months at the time of your death
- they occupied your Home as their only or principal home at the time of your death; and
- you were not a successor as defined in the Housing Act 1985; and

(c) if there is more than one Family Member **entitled to succeed to** the Tenancy under clause 5.1 (b) above, the Tenancy shall pass to whichever one of them may be agreed between them; or where there is no such agreement, will be decided by us acting reasonably.

5.2 If the Start Date of this Tenancy is before 1 April 2012, on your death, your rights as set out in sections 87, 88 and 89 of the Housing Act 1985 (as were in force prior to 1 April 2012) and are summarised below:

(a) *any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or*

(b) *if there is no surviving joint tenant:*

- *your Partner; or*
- *another Family Member as long as they occupied your Home with you throughout the period of 12 months at the time of your death*

will become the Tenant by succession as long as:

- *they occupied your Home as their only or principal home at the time of your death; and*
- *you were not a successor as defined in the Housing Act 1985.*

(c) If there is more than one person entitled to succeed to the Tenancy under clause 5.2 (b) above, the Tenancy shall pass to the person in accordance with the following:

- your Partner is preferred over another Family Member;*
- if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.*

The law only allows one succession of the Tenancy.

Assignment and mutual exchange

- 5.3 You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985.

Lodgers

- 5.4 You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

Sub-letting

- 5.5 You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 *which means only where you have first obtained our written consent.*

Repairs

- 5.6 You have the right have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985.

Improvements

- 5.7 You have the right to make improvements to the Property, **[the Contents]**, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985.

Compensation for improvements

- 5.8 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985.

Information about your Tenancy and about our policies

- 5.9 You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985.

Consultation about matters of housing management

- 5.10 You have the right to be consulted by us on matters of housing management in the circumstances set out in section 105 of the Housing Act 1985.

Right to Buy

- 5.11 You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

6. HOW WE MAY END YOUR TENANCY

- 6.1 So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession 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).
- 6.2 If this Tenancy stops being a Secure 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.

Schedule 1 - DEFINITIONS

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

Benefit	means housing benefit, Universal Credit or any alternative replacement scheme
Benefit Eligible Services	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
Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Benefit Eligible Services set out in the Tenancy and forming part of the Service Charge
Building	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
Communal Areas	which includes shared communal areas such as (but is not limited to) any stairways, lifts, Communal Gardens, balconies, landings, wash rooms and parking areas
Communal Gardens	means any gardens or landscaped areas in the Communal Areas including any shrubbery and trees within it
Contents	means the furniture, furnishings, fixtures and other items listed in Schedule 2 of this Tenancy which are let with your Home under this Tenancy
Energy Efficiency Payments	Includes (but is not limited to) <ul style="list-style-type: none"> 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) any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System any revenue generated in relation to the Energy Efficiency System
Energy Efficiency System	means any <ul style="list-style-type: none"> low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and 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 any invertors, meters, monitoring equipment, cabling and other associated media and works; and any addition or replacement, that we, or a third party with our permission, may install
Estate	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
Former Occupancy Debts	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
Family Member	means a member of your family within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985
First Period	means the period of time from Start Date to midnight on the following Sunday
Garden	means any garden which is included within the boundary of the Property and let under this Tenancy including any shrubbery and trees within it
gifted items	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
Grid	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem

Home	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause 1.2 of this Tenancy
improvements	means any improvements, alterations or additions including (but not limited to): <ul style="list-style-type: none"> • installing central heating or a gas fire; • putting up any radio or television aerial, satellite dish, alarm, camera or CCTV; • removal of floor tiles; • installing laminate flooring; • installing a shower • replacing kitchens/bathrooms
members of your household	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 1.15
Net Rent	means the amount of money you have to pay to us on a regular basis to live in your Home which may be increased or decreased from time to time at the Rent Review
New Terms	are the changes we are making to the terms of this Tenancy
Non-Benefit Eligible Services	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
Non-Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Non-Benefit Eligible Services set out in the Tenancy and forming part of the Service Charge
Other Charges	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
Other Charges Review	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
Other Services	are the other services which at the Start Date are listed at clause 1.13 which we will provide to you under this Tenancy for which you pay the Other Charges
Partner	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
Period of Unauthorised Occupation	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
Pets	includes but is not limited to any animal, bird, reptile, insect or fish
Property	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
Regulator of Social Housing	means the Regulation Committee, which is a statutory committee of the Homes and Communities Agency, or any replacement body or bodies which regulate social housing or takes over the current functions of the Regulation Committee
Rent	means the total of the Net Rent, Service Charge and Other Charges added together, which may be increased or decreased from time to time at the Rent Review and any Former Occupancy Debts
Rent Review	means the time when we will review and increase or decrease the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Reviewed Other Charges	means the Other Charges as varied under this Tenancy at the Other Charges Review
Reviewed Rent	means the Rent as varied under the Tenancy in accordance at the Rent Review

Reviewed Service Charge	means the Service Charge as varied under the Tenancy at the Service Charge Review
Right to Rent Checks	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
Second and Subsequent Periods	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
Secure Tenancy	means a secure tenancy agreement within the meaning of the Housing Act 1985
Services	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
Service Charge	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 at the Rent Review or if there is a Service Charge Review
Service Charge Review	means the time when we will review and increase the Service Charge if there is a change in the Services provided to you
Start Date	means the start date of this Tenancy as inserted at clause 1.4 of this Tenancy
Tenancy	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
Terrorism	includes (but is not limited to) any action which is <ul style="list-style-type: none"> • designed to influence the government or to intimidate the public or a section of the public; and • made for the purpose of advancing a political, religious or ideological cause; and • the action <ul style="list-style-type: none"> ○ involves serious violence against a person ○ involves serious damage to property ○ endangers a person's life, other than that of the person committing the action ○ creates a serious risk to the health or safety of the public or a section of the public ○ is designed to seriously interfere with or disrupt an electronic system
Varied Terms of Tenancy	means the New Terms
Works	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
You	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]

DRAFT

Appendix 2 – PICTURES OF YOUR HOME

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