



Monday, 25 February 2019

Dear Sir/Madam

A meeting of the Housing Committee will be held on Tuesday, 5 March 2019 in the New Council Chamber, Town Hall, Foster Avenue, Beeston NG9 1AB, commencing at 7.00 pm.

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

A G E N D A

1. APOLOGIES

To receive any apologies and notification of substitutes.

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 - 4

The Committee is asked to confirm as a correct record the minutes of the meeting held on 16 January 2019.

4. PETS POLICY PAGES 5 - 20

To seek Committee approval for a new policy that provides guidance of how the Council will manage requests from tenants and leaseholders to keep pets and how matters that surround their keeping are managed by the Council.
5. TENANCY AGREEMENT CONSULTATION OUTCOMES PAGES 21 - 34

To inform the Committee of the outcome of the recent Secure Tenancy Agreement consultation for existing tenants.
6. IMPACT OF UNIVERSAL CREDIT PAGES 35 - 40

To update the Housing Committee on the impact of Universal Credit as at the end of January 2019.
7. FORMER STAPLEFORD POLICE STATION - FUNDING BID PAGES 41 - 42

To request approval to move the former Stapleford Police Station from HRA to General fund to facilitate its redevelopment into office space.
8. WORK PROGRAMME PAGES 43 - 44

To consider items for inclusion in the Work Programme for future meeting.
9. HOUSING DELIVERY PLAN PAGES 45 - 58

To seek approval for a Housing Delivery Plan to meet social and affordable housing need.
10. EXCLUSION OF PUBLIC AND PRESS

The Committee is asked to RESOLVE that, under Section 100A of the Local Government Act, 1972, the public and press be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraph 3 of Schedule 12A of the Act.
11. HOUSING DELIVERY PLAN - APPENDIX 2 PAGES 59 - 76

12. CONTRACT FOR THE GARAGE REPLACEMENT AND
REFURBISHMENT WORKS PROGRAMME 2019-2022

PAGES 77 - 80

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HOUSING COMMITTEE

16 JANUARY 2019

Present: Councillor E Kerry (Chair)

Councillors: S A Bagshaw
L A Ball BEM
M J Crow (substitute)
D A Elliott (substitute)
J C Goold
G Harvey
J K Marsters
J W McGrath
J M Owen
J C Patrick
A W G A Stockwell

An apology for absence was received from Councillor M Radulovic MBE.

34. **DECLARATIONS OF INTEREST**

There were no declarations of interest.

35. **MINUTES**

The minutes of the meeting held on 4 December 2018 were confirmed and signed as a correct record.

36. **RESIDENT ENGAGEMENT**

The Resident Involvement Strategy 2015-2018 focused on developing a partnership approach with residents to improve their capacity to share views and opinions on the Housing Service. Since the Strategy was written there had been changes to the approach in conducting resident involvement, with an increased focus on informal methods of engagement.

RESOLVED that the new Resident Engagement Strategy be based on the key themes as included in the report.

37. **ALTERATIONS AND IMPROVEMENTS POLICY**

The Housing Act allows for tenants of different types varying rights to make alterations and improvements to their homes. Tenants must however request permission for any alterations and improvements in order for the Council to ensure that works are carried out to the appropriate specification, in accordance with legal guidelines and completed by competent tradespeople. The Policy provides a framework for the types of alterations and improvements that are permissible by the Council and what additional

measures or enquiries that tenants are required to undertake for works to be approved.

RESOLVED that the Alterations and Improvements Policy be approved.

38. HOUSEMARK ANNUAL REPORT

Members received an update on the contents of the Council's annual benchmarking report from HouseMark.

39. REVIEW OF THE CONCESSIONARY TV LICENSING SCHEME

Members were informed that television licensing regulations allow for tenants who meet certain criteria to apply for an Accommodation for Residential Care concessionary TV licence. Residents aged 75 years or over receive a free TV licence. The Council had participated in the ARC scheme for several years and covered the cost of the licence. The Committee considered the option of the Council applying for protected rights for tenants currently covered by the concessionary TV licence at a cost to the Council.

RESOLVED that the Council applies for protected rights for tenants currently covered by the Accommodation for Residential Care Licence, and this cost being paid by the Council.

40. JOINT WORKING AGREEMENT WITH NOTTINGHAMSHIRE FIRE AND RESCUE SERVICE

Responsibility for enforcement of fire safety legislation in dwellings was split between the Fire and Rescue Service and district councils, depending on the circumstances. Where the roles were not clearly defined in law, this could lead to confusion, duplication, or premises 'slipping through the net'. For this reason, the Nottinghamshire Fire and Rescue Service and the district councils in the county produced a Joint Working Agreement several years ago to clarify roles. A revised document, taking into account changes in legislation, was considered.

RESOLVED that:

1. **Broxtowe Borough Council be the signatory to the Joint Working Agreement with Nottinghamshire Fire and Rescue Service.**
2. **The Chief Executive be authorised to sign the Agreement on behalf of Broxtowe Borough Council.**

41. HOUSE IN MULTIPLE OCCUPATION LICENCE FEES

On 6 April 2006, the Housing Act 2004 introduced mandatory licensing for Houses in Multiple Occupation (HMOs) that comprised three or more storeys and accommodated five or more occupants. Government guidance advised that licence fees be set at a level that covers the Council's costs of administering the service. The fee was set by the then Housing, Health and Leisure Select Committee at its meeting on 29 March 2006. The Committee was informed that 2018 had seen the expansion of the compulsory licensing of HMOs to include properties that comprised two or more

storeys and accommodate five or more occupants. The proposed licence fees were £560 for a full licence application or renewal or £449 if the landlord was a member of a recognised landlords' association or is making an application in respect of a second or subsequent HMO

RECOMMENDED to the Finance and Resources Committee that the fees for HMO licence applications for introduction on 1 April 2019.

42. BUSINESS PLANS AND FINANCIAL ESTIMATES 2019/20 – 2021/22

The Committee received a report on the progress against outcome targets identified in the Housing Business Plan. It was noted that the target had been achieved for reduction of empty homes and that further work was required to progress the training for the Retirement Living Service.

RESOLVED that the Housing Business Plan be approved.

RECOMMENDED that the Finance and Resources Committee recommends to Council that the following be approved:

- a) The detailed revenue budget estimates for 2019/20 (base) including any revenue development submissions.
- b) The capital programme for 2019/20 to 2021/22.
- c) The fees and charges for 2019/20.

43. WORK PROGRAMME

RESOLVED that the Work Programme be approved.

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Report of the Chief Executive

PETS POLICY

1. Purpose of report

To seek Committee approval for a new policy that provides guidance of how the Council will manage requests from tenants and leaseholders to keep pets and how matters that surround their keeping are managed by the Council.

2. Background

The Council allows tenants and leaseholders to keep pets in their properties. For tenants, there are clauses in the tenancy agreement that set out the need for tenants to request permission to keep pets and also how the Council will manage the tenancy in this respect.

The type of accommodation that a tenant resides in does effect whether a request will be granted or not. The policy provides a framework for the types of pets that are permissible by the Council and what additional measures or enquiries that tenants are required to undertake for the request to be approved.

The policy also provides clarification on what measures the Council will take should a pet be kept without permission and what actions that the Council will take should pets become a nuisance and their continued ownership becomes an issue at the property or in the community.

3. Detail

This policy outlines:

- How requests to keep a pet are made
- The types of tenancy and how they are affect pet requests
- How the Council considers request for a pet
- How new housing applicants with pets are managed
- Pets and the running of a business
- How the Council will manage cases where pets are kept without first seeking permission
- How the Council will manage instances where pets are left behind in properties
- How permission to keep a pet can be withdrawn

An Equalities Impact Assessment is included as appendix 1 of the Report. The Pets Policy is included as appendix 2.

Recommendation

The Committee is asked to RESOLVED that the Pets Policy be referred to the Residents Involvement Group for consultation.

Background papers - Nil

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APPENDIX 1

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 Cabinet, Committee or Scrutiny 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:		Pets Policy	
Names of the officers undertaking the assessment:		Richard Smith	
Is this a new or an existing policy or function?		New policy for existing function	
1. What are the aims and objectives of the policy or function? <ul style="list-style-type: none"> • How requests to keep a pet are made • The types of tenancy and how they are affect pet requests • How the Council considers request for a pet • How new housing applicants with pets are managed • Pets and the running of a business • How the Council will manage cases where pets are kept without first seeking permission • How the Council will manage instances where pets are left behind in properties • How permission to keep a pet can be withdrawn 			
2. What outcomes do you want to achieve from the policy or function? <p>The purpose of the policy is to provide a framework for tenants wishing to keep a pet and how existing pets are managed</p>			
3. Who is intended to benefit from the policy or function? <p>Council tenants could have a benefit depending on the requested pets and the type of accommodation</p>			
4. Who are the main stakeholders in relation to the policy or function? <ul style="list-style-type: none"> • Tenants • Housing staff 			
5. What baseline quantitative data do you have about the policy or function relating to the different equality strands? <p>When applicants make a pet request, these are recorded, investigated and responded to accordingly.</p>			
6. What baseline qualitative data do you have about the policy or function			

relating to the different equality strands?

Information provided on Council records

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

None. Pets are kept at the permission of the Council.

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?**

Applicants must be over the age of 18 to hold a tenancy with the Council, so those younger than that are excluded from holding a tenancy but may be part of the household. This can be justified.

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

Yes. Some groups, such as those that require assistance animals, could be advantaged

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

Certain groups, in elderly accommodation for instance, may have less ability to keep pets because of the accommodation type

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

The policy should not contribute positively or negatively in this area.

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

None

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?

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

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:

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Pets Policy

Contents

1.0 Scope	3
2.0 Purpose	3
3.0 Aims and Objectives.....	3
4.0 Regulatory Code and Legal Framework.....	4
5.0 Policy Outline	4
5.1 Requests for a Pet.....	4
5.2 Types of Tenancy and Pets.....	4
5.3 Considering the Request for a Pet	5
5.4 Housing Applicants and Pets	6
5.5 Pets and Businesses.....	7
5.6 Pets Kept Without Permission	7
5.7 Pets Left in Properties	7
5.8 Withdrawing Permission	7
6.0 Related Policies, Procedures and Guidelines	8
7.0 Review	8
8.0 Document History and Approval.....	8

1.0 Scope

The Pets Policy sets out the approach that Broxtowe Borough Council takes when it receives a request from a tenant or leaseholder to keep a pet and how it manages pets within its properties.

The policy only applies to Council properties.

For the purpose of the policy, pets that are covered within the scope include;

- Cats
- Dogs
- Livestock
- Rodents
- Rabbits
- Reptiles
- Any other animal that is normally kept outside

Some pets do not require permission from the Council to keep. Below is a list of pets, the list is not exhaustive and the Council will provide guidance on a case by case basis to tenants. Whilst these pets do not require permission, if they are not kept in the correct conditions or they cause nuisance to other residents because of poor husbandry, the policy will apply:

- Tanked goldfish or tropical fish
- Indoor birds such as Budgerigars
- Insects

Any animals, such as an assistance dog that are kept to assist directly with a disability are excluded from this policy.

2.0 Purpose

The Council recognises that pets can have a positive impact and effect on the health and wellbeing of tenants. The purpose of the policy is to enable tenants and leaseholders to keep pets but to also ensure the effective management of pets in Council properties.

The Policy provides a framework for how requests will be processed and the steps that the tenant should take when requesting or processing a request to keep a pet.

3.0 Aims and Objectives

The aims and objectives of the policy are:

- To provide guidance for tenants and staff about the process for pet requests
- To provide guidance to residents about responsible pet ownership

- To provide a framework for a consistent and enforceable approach to pet ownership
- To provide a balance that ensures pet ownership does not infringe on the right of others to the peaceful enjoyment of their home
- To explain how the processes that the Council will take in enforcing improper pet ownership, including revoking permission.

4.0 Regulatory Code and Legal Framework

- Animal Welfare Act 2006
- Dangerous Dogs Act 1991
- Control of Dogs Order 1992
- Schedule of Dangerous Wild Animals 1976
- Clean Neighbourhoods and Environment Act 2005
- Dog Fouling of the Land Act 1996
- Anti Social Behaviour Crime and Policing Act 2014
- Housing Act 1985
- Housing Act 1996

5.0 Policy Outline

5.1 Requests for a Pet

The Council requires that tenants' requests to keep pets are made in writing wherever possible using the Request for a Pet Application Form. The Council will make reasonable adjustments for tenants who are unable to fulfil this request.

5.2 Types of Tenancy and Pets

Secure and Fixed term tenants can request to keep a pet. The Council may withhold permission for Introductory Tenants where the keeping of a pet will require changes to be made to the home and this would require permission under the alterations and improvements policy. Leaseholders must request permission in writing from the Leasehold Officer.

5.3 Considering the Request to keep a Pet

The Council will consider the type of property and animal when considering a request to keep a pet.

The following issues will be considered:

- Whether a property has a secure garden
- Whether the property is a flat, house or has communal areas that have to be accessed to access the property
- Whether the property is in an Independent Living Scheme
- The number of animals being requested
- Whether pets are suitable to be kept in domestic property
- Whether pets are being kept in accordance with a business

Dogs

The Council will allow tenants and leaseholders to keep a dog in its properties. Tenants will be allowed to keep up to two dogs in any of its general housing properties but must request permission before doing so. A request to keep additional dogs will be at the discretion of the Council and will be based on:

- the suitability of the property,
- the conduct of the tenant and tenancy with regard to current pet ownership

Enquiries will be made with the Public Protection Team as appropriate to understand the reasons and purpose that additional animals are being requested.

Any requests to keep a pet that is covered by the Dangerous Dogs Act 1991 (Dogo Argentino, Fila Brasileiro, Japanese Tosa or Pit Bull Terrier) will be prohibited.

Permission for keeping dogs will be prohibited where a property is on an Independent Living Scheme that does not have a secure garden and is part of a scheme that has communal corridor areas. This includes Leasehold properties.

Part of the granting of any permission will be a requirement for tenants and leaseholders to take steps to microchip, vaccinate and undertake other relevant treatments as outlined by the Council.

Cats

The Council will allow tenants and leaseholders to keep a cat in its properties. Tenants will be allowed to keep up to two cats in any of its general housing properties but must request permission before doing so. A request to keep additional cats will be at the discretion of the Council and will be based on:

- the suitability of the property,
- the conduct of the tenant and tenancy with regard to current pet ownership

Enquiries will be made with the Public Protection Team as appropriate to understand the reasons and purpose that the additional animals are being requested.

Cats will be allowed on Independent Living Schemes but where the accommodation is part of a scheme that has communal corridor areas, the Council will advise that

cats should be housecats. Cats will not be allowed access to the communal corridors at any time. This includes Leasehold properties.

Part of the granting of any permission will be a requirement for tenants and leaseholders to take steps to microchip, neutering, vaccinate and undertake other relevant treatments as outlined by the Council.

Permission for small animals

Permission will be granted for requests to keep small animals that are housed in cages, bowls or tanks inside the home and do not need to go outside of the property. If the tenant has their own private garden, permission will be granted to keep small pets in hutches such as rabbits or guinea pigs. The tenant should specify the amount they are planning to keep and should request permission for additional animals. If the Council becomes concerned about the amount of animals being kept, permission may be revoked

Livestock or farm animals

Tenants and leaseholders will not be allowed to keep animals of this kind at their properties. Farm birds such as Chickens or Geese will be considered based on the suitability of the property. Cockerels are prohibited.

If an animal's habitat requires hutches, houses or runs, separate permission may be required and the Alterations and Improvements Policy should be referred to. For Leasehold properties, permission would depend on the terms of the lease.

Any pet permission that is granted will be done so on the basis that the pet does not cause nuisance to neighbours.

Upon the death of a pet, permission will be required if the tenant or leaseholder wishes to keep another pet of the same type, or any other type, in the future.

5.4 Housing Applicants and Pets

When a prospective tenant applies for housing, the application requests details of the pets they wish to be rehoused with.

The Council will ensure any offer of accommodation is suitable for the pet. There is no need for the tenant to request permission in this instance.

If the Council is not aware of the pet when the application is made but the pet is permissible in accordance with the policy, then retrospective permission will be granted.

If the Council is not aware of the pet when the application is made and the pet is not permissible by the Council, then the measures outlined in Section 5.8 of this Policy should be referred to.

5.5 Pets and Businesses

Requests from tenants and leaseholders to breed animals will require separate permission and will be classed as the running of a business from the property. This will be covered by clauses within the Tenancy.

5.6 Pets Kept Without Permission

If the Council is made aware of pets being kept where prior permission has not been given. The Council will investigate to see whether it would be an instance where permission would normally be granted. If so, the tenant or leaseholder may be granted retrospective permission.

If the request is not able to be granted, the Council will ask for the animal to be rehomed. Any assistance given in rehoming will be recharged to the tenant or leaseholder. The Council will give reasonable timescales for the rehoming of animals. If the Council's timescales are not met, the Council will consider using its powers in the tenancy agreement, lease or within the Anti-Social Behaviour legislation if the animals in question are causing nuisance and annoyance to neighbours.

5.7 Pets Left in Properties

If the Council encounters a circumstance where it believes that an animal has been left in a property and the tenant or leaseholder is no longer in occupation, it will involve the RSPCA and Public Protection Team as appropriate whilst making enquiries into the tenant's or leaseholder whereabouts.

The Council will rehome any animal in appropriate accommodation, such as boarding kennels, until the tenant returns or the property is adopted by a new owner.

Should the tenant return following their dog having to be removed by the Council, the Council will consider withdrawing permission for them to keep the animal and consider whether further action in accordance with the terms of the tenancy agreement is appropriate. The cost of removal of animals and any boarding will be recharged to the tenant where possible.

5.8 Withdrawing Permission

In instances where a pet causes repeated nuisance and annoyance to residents and attempts by the Council to use the anti-social behaviour policy and procedure to bring a positive improvement fail, the Council will consider legal action against the tenant or leaseholder as well as requesting removal of the pet.

The Council will give tenants and leaseholders 28 days' notice in writing of the need to rehome their pet and will provide the reasons why the Council has made its decision and will also give advice about how they may go about rehoming their pets.

It a pet attacks a person or another animal, the Council will consider immediate withdrawal of permission and other action possible under the terms of the tenancy agreement.

6.0 Related Policies, Procedures and Guidelines

This policy should be read in conjunction with the:

- Alterations and Improvements Procedure
- Tenancy Agreement
- Anti-Social Behaviour Policy
- Anti-Social Behaviour Procedure
- People with Additional Support Needs Policy

7.0 Review

This Policy will be reviewed every 3 years unless there are significant changes in legislation.

8.0 Document History and Approval

Date	Version	Committee Name
5/3/19	1.0	Housing Committee

Report of the Chief Executive

TENANCY AGREEMENT CONSULTATION OUTCOMES

1. Purpose of report

To inform the Committee of the outcome of the recent Secure Tenancy Agreement consultation for existing tenants.

2. Background

Following the Housing Committee's outcome agreeing to the roll out of Introductory and Fixed Term Tenancies as well as a new Secure Tenancy Agreement, it was necessary in accordance with the Housing Act 1985 to consult with our existing tenants to amend the conditions of their existing agreements. The rights of existing tenants as Secure Tenants did not change.

3. Detail

The Tenancy Agreement Consultation took place between September and December 2018.

The Consultation included publicity on the website and social media messages, a dedicated e-mail address and phone number, posters in Council buildings, three consultation open events as well as a copy of the documents sending to each tenant, either hand delivered by an Officer or by Royal Mail "Signed For Service".

The Council sought to engage its known particularly vulnerable tenants by personal visits or phone calls to explain the purpose of the consultation.

The Council also sent the agreement to its partners, such as the Police and Citizens Advice Bureau. The Housing Team also ensured that other teams within the Council with an interest or involvement in Housing had the opportunity to comment.

The results of the consultation from the responses are in appendix 1. The changes made to the secure tenancy agreement are summarised in appendix 2.

Recommendation

The Committee is asked to NOTE the outcomes of the Tenancy Agreement Consultation and the subsequent changes made to the new Tenancy Agreement to take effect from 1 April 2019.

Background papers

Nil

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Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
Page 4 there is a sentence (in bold) before paragraph 1.7. "insert or delete as appropriate". It is not immediately apparent to what this refers?	Resident at Birch Close, Nuthall	Check the agreement	Removed from the agreement
Page 9, paragraph 2.9 "send or deliver to us at the address on page 5 of the tenancy." I presume this should read 'tenancy agreement', but there is no address on 'page 5'. Does this need to be checked and redrafted?	Resident at Birch Close, Nuthall	Check the agreement	Page number continuity checked and amended
Section 1.5 item 3, "it would be clearer for definition of the word lodgers should also be included there".	Resident at Bexhill Court Beeston	Check the agreement	The agreement was not changed
Section 6.1 "gives the requirement to take in a lodger, but what provision is there in the case where there can be a combination or variation of who the lodger is/are at any period of time?".	Resident at Bexhill Court Beeston	Check the agreement against policy and procedure	The agreement was not changed. Secure tenants have the right to take in lodger's subject to conditions. This is outlined in the Tenancy Management Policy

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
<p>Section 3.4 – “does not advise what repairs will fix”</p> <p>We will:</p> <ul style="list-style-type: none"> • keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of: <ul style="list-style-type: none"> - 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. <p>Resident did not think that this was clear enough</p>	Resident at Hall Drive Chilwell	Check the agreement	The agreement was not changed. This clause is adequate when in describing the Council’s responsibilities in relation to water, gas, electricity and sanitation
<p>Section 2.1 –</p> <p>That:</p> <ul style="list-style-type: none"> • you do not have and will not gain any rights of ownership in respect of any part of any Energy 	Resident at Hall Drive Chilwell	Check the agreement	<p>The agreement was not changed.</p> <p>This clause may not be relevant to many tenants</p>

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
<p>Efficiency System</p> <ul style="list-style-type: none"> • 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. <p>“This is not clear enough what this is”</p>			but may be used more in the future when managing further cases of Energy Efficiency Payments
<p>Section 3.7 – We are not responsible for any Works needed to your Home and/or the Property 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.</p> <p>“It is not clear what the tenant is responsible for”</p>	Resident at Hall Drive Chilwell	Check the agreement	<p>The agreement was not changed.</p> <p>This section shows adequately that the Council are not responsible for works</p>

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
			that are created from wilful damage or neglect by the tenant.
Section 1.16 "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". "Does not specify what will happen in the agreement if you breach your tenancy"	Communities Team	Check the agreement	The agreement was not changed. Section 6 covers ending tenancies for breach of agreement.
Section 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". "Request section about CCTV be added here"	Communities Team	Check the agreement	The agreement was not changed. CCTV related information is covered in Schedule 1 of the agreement and special conditions are covered in any permission letters to the tenant.
Section 4.24 "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" "What will be done to ensure they carry out their obligations"	Communities Team	Checked the agreement	Clause has been changed to read " <i>you shall pay to us our reasonable costs of doing so, or make an</i>

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
			<i>agreed arrangement to pay our reasonable costs of doing so, within one month of us requesting payment from you."</i>
<p>Section 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"</p> <p>"A section should be added to clarify how many pets are allowed at the property"</p>	Communities Team	Check the agreement	<p>The agreement was not changed.</p> <p>This would be different depending on a number of different factors related to the property.</p> <p>Pets Policy to be submitted to the Housing Committee in March 2019 to clarify situation regarding pets.</p>
<p>Section 4.26 If we give you consent to keep a Pet in your Home and/or the Property, you agree:</p> <ul style="list-style-type: none"> that the Pet will be kept under control at all times 	Communities Team	Check the agreement	<p>The agreement was not changed.</p> <p>The questions is covered by Section 6 of the</p>

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
<ul style="list-style-type: none"> • 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 • 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. <p>"Need to add what will happen if the clause is breached"</p>			<p>agreement.</p> <p>The Pets Policy will clarify this.</p> <p>The relevant permission letters to keep animals at the property also clarify this.</p>
Section 4.26 "Can addition be added to 4.26 point 3 that references the Animal Welfare Act 2015?"	Communities Team	Consider	This was added to the agreement.
Section 4.26 "Can addition be added to point 4.26 point 5 that	Communities	Consider	The word "immediately"

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
references says "forthwith"	Team		was added to the agreement.
Section 4.26 "Can the below phrase be added to the agreement" "Display the pets in emergency poster in your home.(documents can be downloaded from ***** www.broxtoweboroughcouncil/housing.gov.uk *****)"	Communities Team	Consider	The agreement was not changed. We will add this request to our permission letters.
Section 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 "A section to be added about not using a vehicle including motorbikes on communal grass be added"	Communities Team	Check the agreement	The agreement was not changed. This matter would be covered under nuisance and anti-social behaviour
Section 4.14 to 4.27 "All of these sections contain clauses about what tenants can and cannot do but does not make clear penalties for not doing them"	Communities Team	Issue with style of agreement	The agreement has not changed. It penalties for breach of the agreement are made

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
			clear in Section 6, it is not necessary to put a penalty in every line of the agreement.
<p>Section 4.39 To report to us promptly anything which is in disrepair including any Energy Efficiency System which is our responsibility to repair</p> <p>“Can this be expanded to include some reference to reporting repairs in communal areas such as footpaths, handrails, door closers etc.</p> <p>In the same way can tenants be obliged to report trees in their own gardens that may cause a danger?”</p>	Insurance Team	Check the agreement	<p>Agreement was changed and a sentence was added.</p> <p>4.39 now has the addition of “This includes but is not limited to your property, communal areas and grounds.”</p>
<p>Section 3.3 Insurance: What we will Insure</p> <p>To insure the structure of your Home and any Energy Efficiency System (but not fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover. It is the tenants responsibility to insure their home contents.</p>	Insurance Team	Check the agreement	<p>Agreement was changed and a sentence was added.</p> <p>3.3 now has the addition of “It is the tenants responsibility to insure their home contents.”</p>

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
"Does it need spelling out the tenant is responsible for insuring their own contents "			

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Summary of Changes Made as a Result of the Consultation	Remedial action required	Action taken
Contents page amended following changes made	Amend	Amended
Phrase on page 5 point 1.7 reading "insert or delete as appropriate". Was unclear	Amend	Removed from the agreement and clause amended
Page 5 point 1.7 additional line added	Amend	Reworded and line now reads <i>"which you must now pay or make an agreed arrangement with the Council to pay"</i>
Page 6 point 1.14 Table design changed	Amend	Redesign the table
Page 7 point 1.15 Line around immigration statuses changed	Amend	Reworded and line now reads <i>"notify us immediately if during the Tenancy the immigration status of any of the members of your household changes"</i>
Page 9 point 2.4 Clarified situation around protected rights and charges in the Independent Living Service	Amend	Additional paragraph inserted that reads <i>"Those tenancies that started before 1st April 2005 that are part of the Independent Living Service will stay protected from Service Charges and Service Charge increases unless they are in receipt of Housing Benefit."</i>
Page 11 point 3.3 Insurance and tenants responsibilities clarified	Amend	Reworded clause and now reads <i>"It is the tenants responsibility to insure their home contents."</i>
Page 18 point 4.24 Access clause was confusing	Amend	Clause has been changed to read <i>"you shall pay to us our reasonable costs of doing so, or make an agreed arrangement to pay our reasonable costs of doing so, within one month of us requesting payment from you."</i>
Page 18 point 4.25 clauses around pets required	Amend	Part of clause removed. Clause now reads

Summary of Changes Made as a Result of the Consultation	Remedial action required	Action taken
simplifying Other relevant legislation also added		<p><i>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:</i></p> <p><i>any circumstances which we consider are reasonable to refuse our consent. These reasons will be outlined to you following your request</i></p> <p><i>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;</i></p> <p><i>where a dog is prohibited under the Dangerous Dogs Act 1991 or classified as dangerous under the Dangerous Wild Animals Act 1976;</i></p>
Page 21 point 4.39 clause added to and now includes repairs in communal areas	Amend	<p>Changed and clause now reads</p> <p><i>“This includes but is not limited to your property, communal areas and grounds.”</i></p>
Page 22 Point 4.46 clause surrounding Title and Planning required rewording	Amend	<p>Clause amended to read.</p> <p><i>You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission. 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.</i></p>

Report of the Chief Executive

IMPACT OF UNIVERSAL CREDIT

1. Purpose of report

To update the Housing Committee on the impact of Universal Credit (UC) as at the end of January 2019.

2. Background

UC was introduced at Heanor Job Centre in June 2018 serving the north of the borough, and at Beeston Job Centre on 14 November 2018 in the south.

3. Detail

The rent team are monitoring the number of UC cases and the associated balances on rent accounts. More information is provided in appendix 1.

As previously discussed several measures have been put in place to mitigate the risks of UC including;

- Working closely with Citizens Advice, Broxtowe
- Employing a Financial Inclusion Officer
- Increasing resources in the rent team
- Purchasing MobySoft's RentSense to help prioritise cases.

The information in appendix one sets out the impact on the number of cases and arrears value since UC became available to the whole of the borough.

4. Financial implications

Potential increased arrears
Increased bad debt provision
Potentially lower collection rates.

Recommendation

The Housing Committee is asked to NOTE the report.

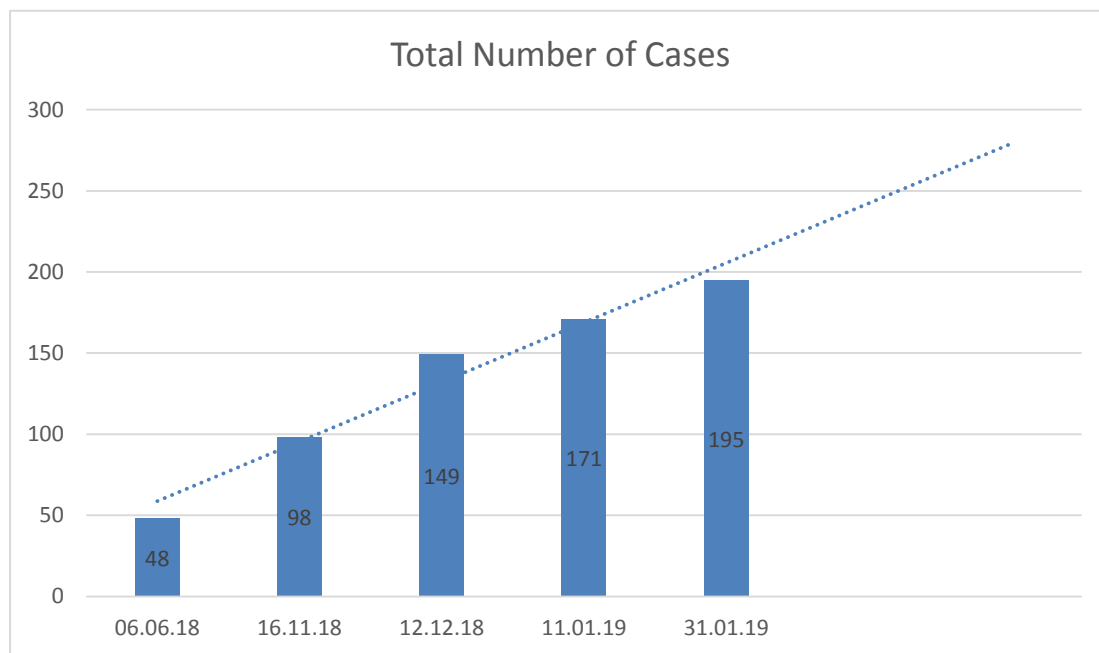
Background papers

Nil

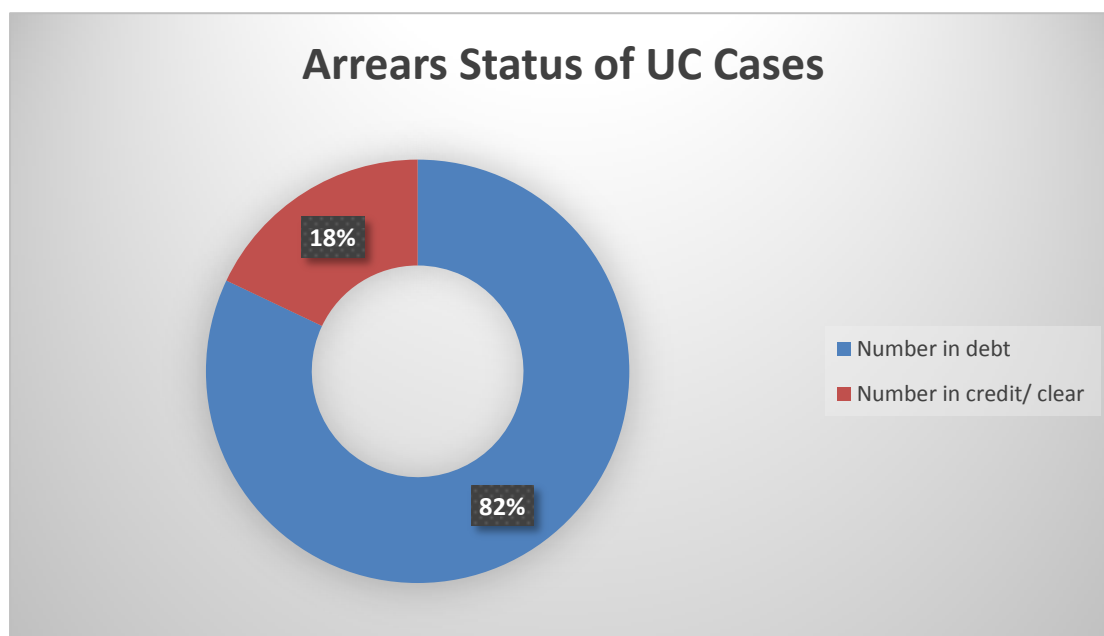
APPENDIX

Impact of UC**Number of Cases**

The number of UC cases is increasing quickly following Beeston Job Centre going live with UC in November and will continue to increase over the coming months.

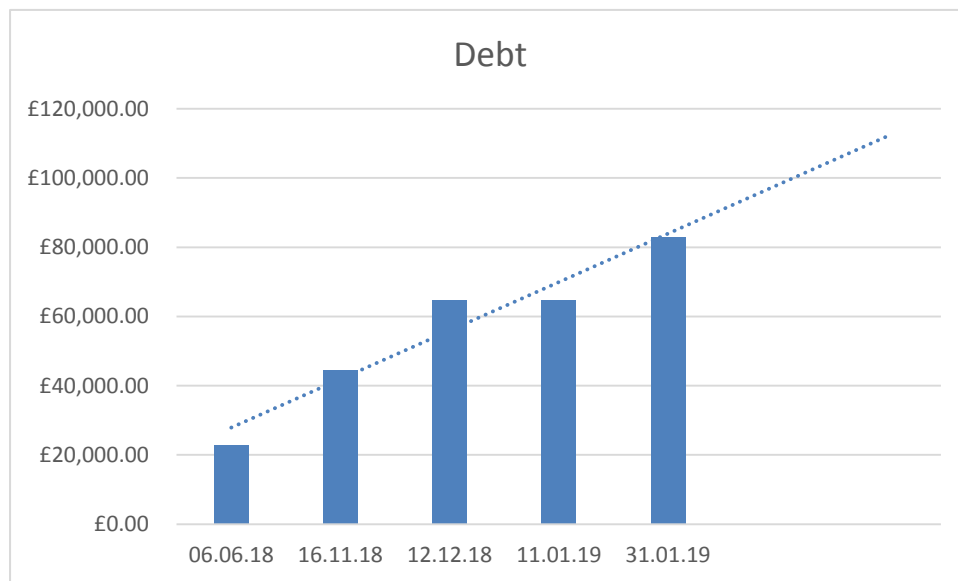
**Impact on Arrears**

Of the current cases the majority of them are in rent arrears:



The

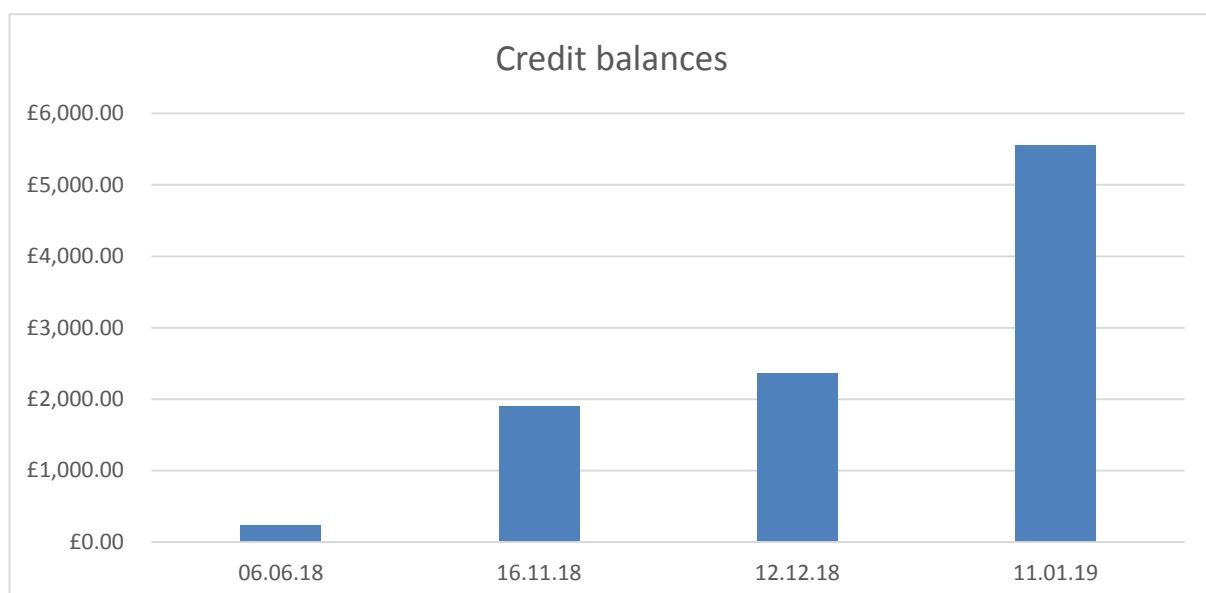
balances on the accounts in arrears range from £0.72 to £2,463.



The total debt outstanding across the cases in arrears is £82,786.42. However, it should be noted that some of this debt may have been outstanding prior to the claim being made for UC and therefore not all of it can be attributed to UC.

The average debt per case is now £517.42 which is an increase on the average debt per case at the end of December which was £496.15. This is greater than the average debt across all cases which is £446.55.

Seven tenants claiming UC have clear rent accounts and 28 have credit balances. When measured at the middle of the month the number of cases in credit or clear is increasing month on month, suggesting that some tenants are managing their claims effectively after the initial waiting period.



Alternative Payment Arrangements (APA)

Under UC landlords can apply for the housing element of UC to be paid directly to the landlord if the tenant is in arrears equating to two month's rent or if they have persistently underpaid their rent and owe over one month in arrears. We can also apply for payments towards rent arrears which are taken from the claimant's personal element of their UC payment.

To date we have 65 tenants with alternative payment arrangements.

Many of these payment arrangements have been approved but Broxtowe is yet to receive any payments. In other cases, payments are in place but we have not received previous month's payments. These payments are also sporadic and often there are delays between the money being deducted from the claimant's UC and it reaching our bank account and the respective rent account. For example, in January 2019 we received a payment in excess of £9,000 the majority of which was in respect of November 2018.

When an APA has been confirmed but we are not receiving payments, there is very little we can do in terms of enforcement action and as a result the arrears continue to increase. We are currently working with Citizens Advice to support customers in this situation and we are providing regular feedback about these issues to the DWP via the partnership manager. Recent intervention from Citizens Advice regarding one of these cases has resulted in an additional £770 being issued to a rent account. We are also working closely with the benefits team to apply for Discretionary Housing Payments for those tenants with arrears as a result of delays with their UC claim or APA.

Citizens Advice Update

Broxtowe has been working closely with Citizens Advice to provide support and advice to customers claiming UC. This has included providing them with additional funding which they have used to run new sessions specifically for residents of the borough claiming UC. The sessions in Eastwood have been running longer than the ones in Beeston which started in November. In addition to this they are also now providing outreach sessions at both Job Centres serving the borough.

During the sessions, and at normal appointments, Citizens Advice will assist with making a claim all the way from setting up an email to verifying their identity and then with challenging any decisions regarding the assessment or payments.

As at the end of the year they have:

- Completed 46 new UC applications at Eastwood and 12 new applications at Beeston during the dedicated UC sessions
- Seen 81 other clients with UC related issues during normal opening hours across their offices
- Completed 6 new applications at the Job Centre outreach sessions

Whilst the uptake was slow at the beginning there has been an increase in demand and the sessions are often fully booked.

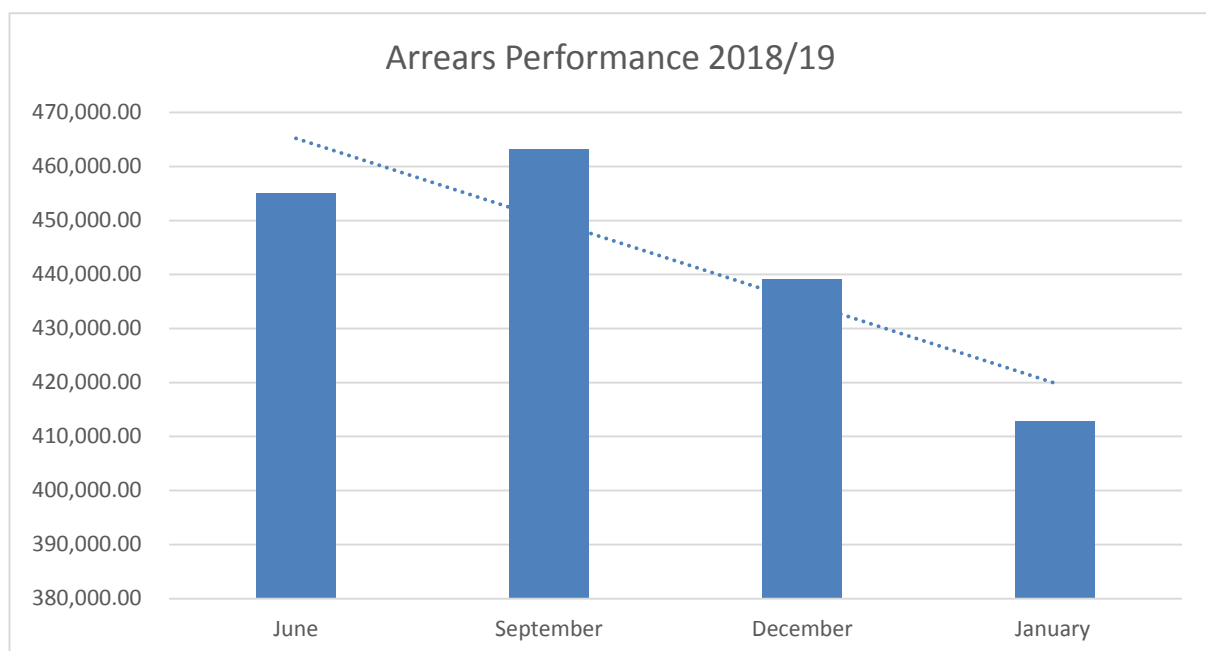
General Arrears Performance

Whilst the arrears amongst the group of tenants claiming UC is continuing to rise there has been a reduction in the overall debt owed by tenants.

At the end of quarter 3 arrears performance has improved in comparison to the end of quarter 2:

- the rent arrears have reduced by £24K and are at the lowest since year end
- this is a reduction from 2.95% to 2.8% (as a percentage of the total annual rent roll)
- the proportion of rent collected has increased from 93.34% to 94.94%; again the highest since year end

As at the end of January the arrears had decreased again as shown below:



It is worth noting however, that whilst there has been an improvement in the last quarter arrears are still higher than in comparison to last financial year.

Summary of changes which are impacting on performance:

- Increased resources within the team following the recruitment of two additional temporary Income Collection Officers

- Reorganisation of the workload into patches giving individual officers more ownership and accountability in terms of case management
- Regular audits of cases carried out by the team leaders identifying cases that require action and ensuring compliance with procedures
- All cases recommended for a Notice of Seeking Possession, possession proceedings or warrants are now reviewed by the Interim Rent Manager and cases are passed back if additional work is required which could resolve the issue without taking enforcement action
- Increase in customer contact as result of additional resources, audits and more management intervention
- Some evictions have been carried out resolving long standing arrears cases
- Intervention from the Financial Inclusion Officer and the Income Collection Officers has resulted in tenants receiving payments towards their rent accounts from charitable funds and Discretionary Housing Payments
- Introduced new pre warrant interviews for customers at threat of eviction to provide them with clarity about their situation, advice (from the Financial Inclusion Officer) and support. The homelessness team also attend these interviews
- Payments from the DWP in respect of Universal Credit alternative payment arrangements are now being received
- A full review of the Income Collection Procedure is in progress and due to be implemented as part of the restructure

Report of the Chief Executive

FORMER STAPLEFORD POLICE STATION

1. Purpose of report

To request permission to move the former Stapleford Police Station from HRA to General Fund, subject to requisite legal processes; to facilitate its redevelopment into office space.

2. Background

Cabinet on 3 September 2013 approved the acquisition of the freehold of the former Police Station on the corner of Nottingham Road and Toton Lane in Stapleford.

The initial objective behind this purchase was to redevelop the wider site, including Maycliffe Hall and Cliffe Hill Community Centre, but due in part to the location of Western Power substation, and the redevelopment of Maycliffe Hall, a comprehensive redevelopment of the site became impractical. Therefore, other options are now being explored.

On 31 December 2018 funding was made available from Nottinghamshire County Council for small scale town centre development projects. This funding aims to regenerate town centres through the creation of jobs and utilisation of brownfield areas.

We believe that the redevelopment of the former Stapleford Police Station in to office space fulfils sufficiently 3/7 of the criteria set out in the appendix. It would enable us to reclaim an under-used site, allowing redevelopment to take place to offer increased numbers of high quality office space for Stapleford Town Centre. As well as creating over 15 high quality jobs for our most underperforming Town Centre. Further details are set out in the appendix.

For this development to go ahead there is a need to move the building from the Housing Revenue Account (HRA) ownership in to the General Fund.

3. Financial implications

The cost of acquiring the former Police Station in Stapleford was £168,000 and was met from the HRA. Should the bid be successful, further details of the Police Station redevelopment will be brought before members at the relevant committee.

Recommendation

The Committee is asked to APPROVE, subject to requisite processes, the transfer of the former Stapleford Police Station from HRA to General Fund.

Background papers

Nil

APPENDIX

The funding has a number of aims and therefore criteria, of which one or more need to be met for the project to be considered for funding. These include:

- the reclamation of brownfield and under-used land and the facilitation of land assembly packages;
- the redevelopment of underutilised sites;
- the reconfiguration of existing retail space to provide increased numbers of high quality office, retail and restaurant floor space; as well as residential accommodation, all designed to reflect the changing needs of and demands upon the respective centres;
- the provision of additional retail space, reflecting changing shopping habits, including the creation of innovative capital solutions for start-up businesses within town centre locations;
- enhancements to existing indoor and outdoor market areas;
- façade and shop frontage improvements, including vacant shops to reduce vacancy rates;
- sustainable transport improvements to improve access to town centres and to reduce congestion.

This redevelopment would mean the conversion of the existing structure in to office space of various sizes. Overall it would create 173.05m² of office space which would equate to the creation of at least 15 high quality jobs, along with revitalising our most underperforming Town Centre through increased footfall and demand for services.

Report of the Interim Strategic Director

WORK PROGRAMME

1. Purpose of report

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

2. Background

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

3. Work Programme

5 June 2019	<ul style="list-style-type: none"> • Performance Management – Review of Business Plan Progress – Housing – Outturn Report • Capita update • Lifeline Strategy/Policy • Engagement Strategy
-------------	--

(All meetings to start at 7.00 pm)

Recommendation

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

Background papers

Nil

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Report of the Chief Executive

HOUSING DELIVERY PLAN1. Purpose of report

To seek approval for a Housing Delivery Plan to meet social and affordable housing need.

2. Background

In December 2018 Housing Committee approved the recommendations of the Social and Affordable Housing Need report. It was agreed that a phased delivery plan would be brought to a future meeting.

3. Detail

Housing Committee resolved that the proposal for a phased delivery plan be based on:

- Land the Council currently owns
- Purchase of already built properties
- A buy-back policy
- Remodelling of existing under-used accommodation
- Judicious use of partnerships where there is a proven business case to use this route to deliver dwellings faster or where additionality can be achieved.

A phased potential delivery plan for the next ten years which addresses all of the above is included in appendix 1. A potential new build delivery plan for phase 1 is included in the confidential appendix 2. The process through which this could be achieved is set out in appendix 3.

4. Financial implications

Housing Capital receipts available at 31 January 2019 to support the housing delivery plan totalled £3,647,477. These will be supplemented by receipts from future right to buy sales. Borrowing remains a potential source of funding and the flexibility has been enhanced by the abolition of the debt cap.

Recommendation

The Committee is asked to RESOLVE:

- 1. TO APPROVE the approach to development outlined in the phased Housing Delivery Plan to deliver 230 homes over 10 years.**
- 2. TO AGREE to embark on the process set out in appendix 3 through which the land identified in the Phase 1 Delivery Plan may in future be used for development of housing.**
- 3. TO RECOMMEND to Finance and Resources Committee to include £1,000,000 in the 2019/20 Capital Programme for the acquisition of properties for the Housing Revenue Account.**
- 4. TO RECOMMEND TO COUNCIL that the Chief Executive be delegated the power to approve property acquisitions within the budget identified in consultation with the Chair of the Housing Committee.**

Background papers: Nil

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Housing Delivery Plan

Why a Housing Delivery Plan is needed	2
Need for social and affordable rented properties per annum.....	2
Social and affordable rented need by sub-area	2
Need for affordable home ownership products (intermediate housing)	2
How housing need will be met.....	3
1) Acquisition of existing properties.....	3
2) Remodelling of existing under-used accommodation	4
3) Partnerships with registered providers.....	5
4) New Build Developments	6
How housing delivery will be financed.....	6
Phased housing delivery.....	7
Housing Delivery Plan – Phase 1 – Years 1 and 2 (2019 - 2021)	8
Housing Delivery Plan – Phase 2 – Years 3 to 5 (2021 - 2024)	9
Housing Delivery Plan – Phase 3 – Year 5 onwards (2024 onwards)	10

Why a Housing Delivery Plan is needed

The Social and Affordable Housing Need Study commissioned in 2018 and undertaken by GL Hearn, concluded that ‘overall, the analysis identifies a notable need for affordable housing, and it is clear that provision of new affordable housing is an important and pressing issue in the Borough.’ The report stressed that ‘the amount of affordable housing delivered will be limited to the amount that can viably be provided’ and ‘suggest that affordable housing delivery should be maximised where opportunities arise.’

Need for social and affordable rented properties per annum:

	Per annum	2018-28
Current need	42	419
Newly forming households	384	3,840
Existing households falling into need	152	1,516
Total Gross Need	577	5,775
Re-let Supply	309	3,090
Net Need	268	2,685

Source: Census (2011)/CoRe/Projection Modelling and affordability analysis (figures may not sum due to rounding)

Social and affordable rented need by sub-area:

	Current need	Newly forming households	Existing households falling into need	Total Gross Need	Relet Supply	Net Need
Beeston	20	190	72	281	144	137
Eastwood	8	67	31	106	63	43
Kimberley	6	71	20	96	44	53
Stapleford	8	57	29	94	58	36
Total	42	384	152	577	309	268

Source: CoRe/Census (2011) (figures may not sum due to rounding)

Need for affordable home ownership products (intermediate housing):

	Current need	Newly forming households	Existing households falling into need	Total Gross Need	Relet Supply	Net Need
Beeston	112	126	18	256	29	227
Eastwood	19	34	6	59	10	49
Kimberley	23	49	6	78	16	62
Stapleford	17	25	5	47	16	31
Total	170	234	36	439	71	368

Source: CoRe/Census (2011) (figures may not sum due to rounding)

How housing need will be met

It is recognised that the affordable housing needs of the residents of the borough can only be met through the use of a combination of the following delivery mechanisms:

- 1) Acquisition of existing properties
- 2) Remodelling of existing under-used accommodation
- 3) Partnership work with local registered providers
- 4) New build development

1) Acquisition of existing properties

Acquisition of existing properties will predominately focus on 'buying back' ex-Council properties located in areas of current social housing, particularly in the early years of the plan.

In June 2018, Housing Committee approved a Right of First Refusal and Discount Repayment Policy which outlined the approach which would be taken to determine if a property should be purchased when offered to the Council as a right of first refusal of a property previously sold under right to buy. Acquisition of properties for the purpose of meeting the need identified in the Social and Affordable Housing Need report would follow a similar appraisal process including:

- Undertaking a financial assessment including the purchase price and any repair costs to meet the lettable standard
- Establishing demand for the property
- Establishing the suitability of the property

A new Buy Back Policy to confirm the approach and process will be brought to Housing Committee for approval.

Although any properties purchased would be subject to the right to buy the amount spent to acquire a property and to bring it up to a good standard would be included in the 'cost floor' calculation. This means that if a tenant made a right to buy application they would get very little, if any, discount. This would not guarantee that the acquired properties would not be sold, but it would be very unlikely as the incentive of a large discount would not be there.

There are many benefits to the vendor, which the Council would promote to encourage direct approaches to the Council to purchase ex-Council properties. The vendor would achieve full market value for their property. They would also not have the additional cost of estate agents fees.

Average property values of properties sold November 2017 – November 2018:

Property type	Post code	No.	Average sale price	80% of average
Flats	NG9	84	£144,761	£115,809
Flats	NG16	19	£116,569	£93,255
Terraced Houses	NG9	196	£144,176	£115,341
Terraced Houses	NG16	201	£110,034	£88,027
Semi-detached	NG9	437	£190,235	£152,188
Semi-detached	NG16	329	£143,708	£114,966
Total/Average	NG9	717	£172,317	£137,853
Total/Average	NG16	549	£130,440	£104,352

Source: Zoopla, 2018

*Flats in NG16 are based on estimated values

The 80% of average sales prices has been added to account for outliers where design and location might be beyond that which would provide value for money for the Council. On this basis, property acquisitions appear to be a cost effective route to provide additional social housing in the NG16 area whilst in the NG9 area, the difference between acquisition costs and development costs is likely to be less significant.

2) Remodelling of existing under-used accommodation

Remodelling unpopular or low demand housing can provide opportunities to increase the density of homes on particular sites while providing good quality homes that people want to live in. The cost effectiveness of remodelling compared to new build will depend on the scope of the renovations and size of the development. Remodelling existing accommodation can lead to an increase in the number of units provided or can change the use of the accommodation to one that meets an identified housing need.

In March 2018, Housing Committee approved the recommendations of the Independent Review of the Retirement Living Service this included the recommendation that: '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.'

Building upon the recommendations of the Independent Review of the Retirement Living Service schemes for remodelling will be identified during phase 1 of the plan. The process of exploring potential options for remodelling and consultation with tenants will be completed during phase 1. Remodelling existing independent living accommodation needs to be done sensitively in recognition of the vulnerability of existing tenants.

Existing tenants will be offered alternative accommodation and consideration will be given to the availability of any new build properties for this purpose.

3) *Partnerships with registered providers*

The plan is ambitious and to achieve it we will need to build strong strategic partnerships. The Council has already established good working relationships with a number of registered providers, who have built affordable housing within the Borough. Initial meetings have been held with a number of prospective partners to discuss future partnership working.

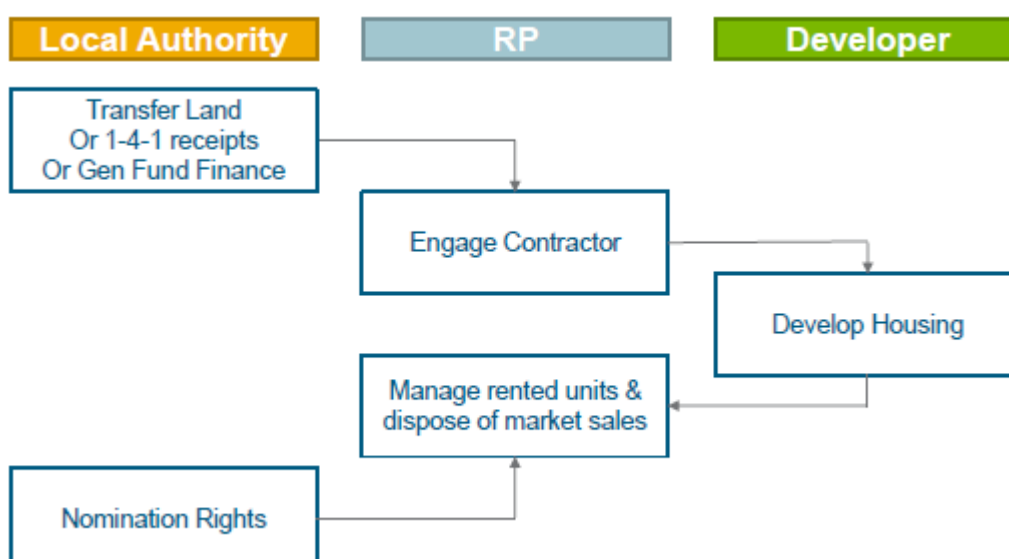
The Council already provides support to registered providers in their application for Homes England funding. In addition to this where there is a proven business case to use this route to deliver dwellings faster or where additionality can be achieved, the Council may also support registered providers financially through the provision of land or use of right to buy receipts.

If support was provided through the provision of land then the Land Disposals Policy will be followed to ensure that the requirements of the Local Government Act 1972 and Localism Act 2011 are met.

When properties are developed by a registered provider the asset is owned by the registered provider. Therefore they are responsible for the ongoing management and maintenance of the property.

The Council will secure nomination rights for the properties which means that properties will be let to applicants from the Council's waiting list. It is usual practice for Council's to obtain 100% nominations on the first let of the property and 50% nominations on any subsequent lets. Although many registered providers do not hold their own waiting list for the borough so the level of nominations provided is often much higher.

Registered provider model of housing delivery:



4) New Build Developments

Using the information provided in the recent Social and Affordable Housing Need report will ensure that we are building the right homes in the right places. We need to provide the right mix of properties to meet local need, both now and in the future.

The financial environment for HRA new build has improved significantly recently. Following four successive years of rent reductions housing rents are set to rise by CPI + 1% from 2020/21. Also, with the proposals to improve the use of right to buy receipts, backed up by the potential availability of grant funding and, of most significance, the removal of the HRA debt cap the capacity for HRA new build has improved considerably.

The Social and Affordable Housing Need report stated: 'The extent to which the council may be able to access grant is not clear at this stage. Taking a pessimistic view we can see that the council would still, without any grant, be able to embark on a programme delivering up to 230 new social rented homes over the next 10 years.'

This is based on an indicative weekly affordable rent of £118.40 at 2018/19 price levels a significantly larger programme could be funded from the HRA. This is because the net rent income, after deducting operating costs, including voids and bad debts, management costs and repairs and maintenance is greater than the cost of the debt charges on the required borrowing.

In February 2019, Policy and Performance Committee approved an Interim Housing Delivery Manager. The cost will be met from the HRA Revenue budget.

The Interim Housing Delivery Manager's appointment will kick-start the house delivery programme. Subsequently, the programme would be handed over to a permanent Broxtowe employee. Their employment and remuneration would be subject to job evaluation and committee approval. The specialist employee would form part of the Capital Works team in Property Services.

How housing delivery will be financed

Housing Capital receipts available at 31st January 2019 to support the housing delivery plan totalled £3,647,477. These will be supplemented by receipts from future right to buy sales.

Like most local authorities with their own housing stock, the Council entered into an agreement with the Government in 2012 to retain receipts from the sale of council houses, in excess of those that are required to be made to HMCLG, to fund the replacement of stock that is sold. Under the terms of the agreement, local authorities are required to spend receipts within three years and the receipts should fund no more than 30% of the cost of a replacement unit.

Borrowing remains a positive source of funding for housing delivery and the flexibility has been enhanced by the abolition of the debt cap. Any borrowing will be assessed

to determine its affordability and potential impact on Housing Revenue Account (HRA) budgets.

Revenue contributions from the HRA are a potential source of funding. The projected balance at March 2019 is £4,106,580. However a minimum working balance needs to be maintained for the HRA and this has been set at £1,000,000.

The Council will also seek to optimise potential grant funding that may be available from organisations such as Homes England that could be used to finance schemes within the Housing delivery plan.

Any proposals that come forward in respect of the housing delivery plan will be based upon a sound business case with recommendations to amend revenue and capital budgets as necessary.

Phased housing delivery

The delivery plan is divided into three phases which each use of combination of the above delivery mechanisms:

Phase 1 – Years 1 and 2 (2019 – 2021)

Phase 2 – Years 3 to 5 (2021 – 2024)

Phase 3 – Year 5 onwards (2024 onwards)

The tables on the following pages summarise the approach to be taken in each phase.

A working group of officers from Housing, Planning, Economic Development, Property Services and Finance will be established. The working group will regularly report to Housing Committee on the progress of the delivery plan.

Housing Delivery Plan – Phase 1 – Years 1 and 2 (2019 - 2021)

Strategy	<p>Consider potential sites for all phases and categorise in terms of complexity to develop</p> <p>Plan for phase 1 sites:</p> <ul style="list-style-type: none"> • All within current social housing areas • Vacant/underutilised land • No obvious obstacles, for example Tree Preservation Orders • Select best sites to deliver 20-30 units <p>Agree unit type based on housing need survey</p> <p>Develop cost database to inform future delivery methods</p> <p>Develop high level plan for development sites in phase 2</p> <p>Option appraisal of alternative delivery vehicles for later phases</p> <p>Consider alternative interim vehicles for acquiring properties on a short term lease</p> <p>Utilise current right to buy receipts</p> <p>Identify existing accommodation for remodelling</p>
Delivery	<p>Acquisitions of existing properties, particularly in the North of the borough</p> <p>Capital Works and United Living to refurbish acquired properties to achieve the Lettable Standard</p> <p>Use framework architects</p> <p>Use local tender, potentially in lots, below OJEU threshold</p> <p>Develop partnerships with Registered Providers, where appropriate</p> <p>Deliver dementia friendly bungalows, where funding has already been approved</p>
Resources	<p>Appoint Interim Housing Delivery Manager</p> <p>Establish a working group including Housing, Planning, Economic Development, Property Services and Finance.</p> <p>Supplement with external support when required</p>

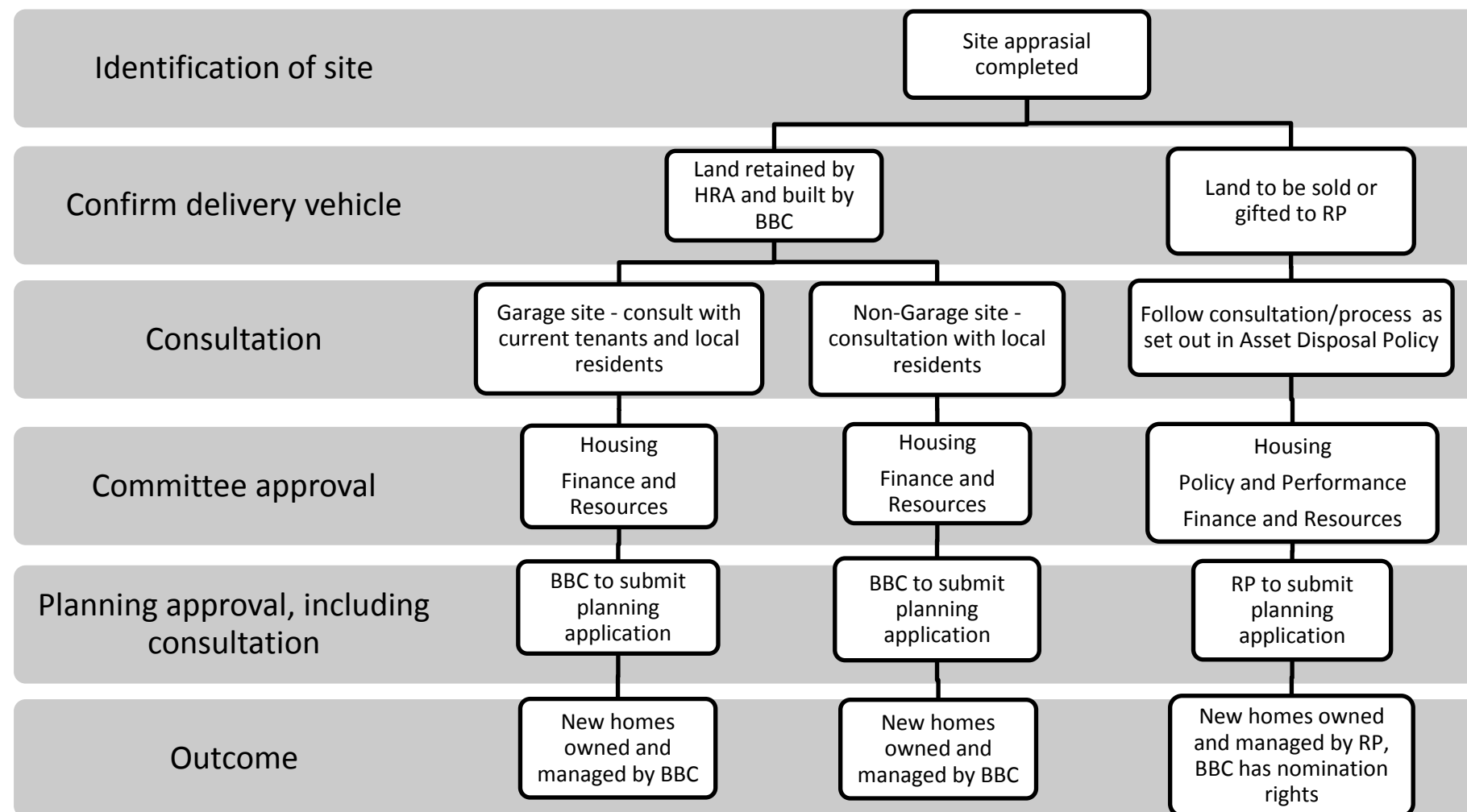
Housing Delivery Plan – Phase 2 – Years 3 to 5 (2021 - 2024)

Strategy	<p>Review priority needs</p> <p>Bring forward phase 2 sites:</p> <ul style="list-style-type: none"> • May have planning complications • May need 3rd party access • May be politically sensitive <p>Review cost performance database to inform delivery vehicle decisions</p> <p>Consider selective disposal to cross-subsidise new development</p> <p>Consider exit plan for interim acquisitions</p> <p>Prepare a Development Strategy, based on insight from phase 1 and including a site acquisition strategy</p>
Delivery	<p>Formalise long-term delivery vehicle procurement exercise</p> <p>Consider leverage from s106 obligations on future large-scale developments</p> <p>Build market profile and publicise requirements among agents and developers</p> <p>Remodelling of existing accommodation</p>
Resources	<p>Interim Housing Delivery Manager to hand over to in-house resources to sustain and operate the programme</p> <p>Working group established in phase 1 to continue to progress delivery plan</p>

Housing Delivery Plan – Phase 3 – Year 5 onwards (2024 onwards)

Strategy	<p>Review priority needs</p> <p>Implement Development Strategy</p> <p>Bring forward phase 3 sites:</p> <ul style="list-style-type: none"> • No current planning allocation • Existing use requires displacement • Complex 3rd party involvement • High political sensitivity <p>Nurture long term strategic alliances (non-contractual)</p> <p>Consider disposal/future use plan for undevelopable sites</p>
Delivery	<p>Review delivery vehicles</p> <p>Re-tender as appropriate</p> <p>Exit interim solutions</p>
Resources	<p>Possible need for planning consultants on more complex sites</p> <p>Possible need for agent to identify opportunities</p>

Process for delivery of social and affordable housing



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