

additional papers 1



Overview and Scrutiny Committee

Thu 4 Jul
2019
6.30 pm

Committee Room Two
Town Hall
Redditch

REDDITCH BOROUGH COUNCIL

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**If you have any queries on this Agenda please contact
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Overview and Scrutiny

Thursday, 4th July, 2019

6.30 pm

Committee Room 2 Town Hall

Committee

Agenda

Membership:

Cllrs:

Joe Baker (Chair)
Debbie Chance (Vice-Chair)
Salman Akbar
Joanne Beecham
Michael Chalk

Peter Fleming
Andrew Fry
Mark Shurmer
Jennifer Wheeler

- 5. Pre-Decision Scrutiny - Tenancy Conditions for Council Housing Tenants and Tenants Handbook (Pages 1 - 52)**
- 6. Pre-Decision Scrutiny - Housing / Housing Revenue Improvement Plan - Progress Report (Pages 53 - 86)**

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Executive Committee

9th July 2019

Housing Tenancy Agreement and Conditions

Relevant Portfolio Holder	Cllr Craig Warhurst
Portfolio Holder Consulted	Yes
Relevant Head of Service	Judith Willis
Wards Affected	All
Ward Councillor Consulted	No
Key Decision : Yes	

1. SUMMARY OF PROPOSALS

- 1.1 This report proposes the implementation of revised Housing Tenancy Agreement and Conditions.

2. RECOMMENDATIONS

The Executive Committee will be asked to RESOLVE that:-

- 2.1 The revised Housing Tenancy Agreement & Conditions attached at Appendix 1, be released for formal consultation with tenants; and**
- 2.2 Subject to the outcome of the consultation, a final version of the Tenancy Agreement be brought back to Executive Committee for formal adoption;**

3. KEY ISSUES

Financial Implications

3.1

There are no direct financial implications from the adoption of the new Housing Tenancy Agreement and Conditions . However, the new document will provide tenants with a clearer understanding of both landlord and tenants requirements and obligations. Consequently the Council will be able to pursue the recovery of costs from tenants when appropriate e.g replacement keys, repairs from deliberate damage. A Tenants Recharge Policy is currently being developed to support this and will be brought to Executive Committee for consideration and approval in September 2019.

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4 Legal Implications

- 4.1 It is a legal requirement for social housing Landlords to provide social housing tenants with a written tenancy agreement setting out the terms and conditions applicable to both tenants and landlords.
- 4.2 There are other legal obligations on both tenants and the Council, which may not be spelled out in the agreement, but which are implied into all tenancy agreements, for example compliance with other statutory frameworks which impact on both parties
- 4.3 The statutory duties of a Local Authority Housing Landlord are set out in section 3 'Our responsibilities' of the Housing Tenancy and Conditions document.
- 4.4 Under the Legislative Reform (Regulator of Social Housing) England Order 2018, the Regulator of Social Housing became a stand-alone Regulator, from 1 October 2018.
- 4.5 The RSH proactively seeks assurance from social housing providers that they are meeting set out Economic and Consumer standards.
- 4.6 A Tenancy Standard being part of the Consumer Standards regulated by the RSH states the following: *registered providers shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation*. It is therefore essential that we have the appropriate tenancy agreement in place enabling compliance.

5 Service / Operational Implications

- 5.1 To ensure the effective operational management of social housing tenancies it is essential to ensure that a contract is in place between the tenant and the Council as the Landlord.
- 5.2 The contractual agreements provides tenants with information relating to tenancy law and although a landlord can choose what information is provided within the contract, it is considered to be best practice to provide as much information within the agreement as possible. This enables the Council as landlord to have a more robust and transparent approach to processes, in relation to enforcement, where conditions are breached.
- 5.3 Part of a Housing Officers role is to monitor tenancy agreements, ensuring tenants adhere to the prescribed contractual terms. Should tenants breach the contractual terms, for example non-payment of rent,

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Officers can rely on this document, enabling them to take the appropriate action to bring the contract back into compliance or start a process to bring about termination of the tenancy.

- 5.4 A Tenancy agreement, conditions and practices are already operational and in place; however, the document has not been updated since 2007.
- 5.5 Apart from a minor change in legislation under the Localism Act 2011, relating to tenant succession rights, there have been no other legislative changes, which would have necessitated a review or update of the existing document.
- 5.6 Following the review of the Housing Service in 2018, part of the Housing Strategic Improvement plan, was to undertake a review of the existing Tenancy Agreement and conditions and develop a Tenants' Handbook. The proposed Tenants' Handbook will be brought to Executive Committee for approval when the final version of the tenancy agreement returns to Executive for adoption.
- 5.7 To support and reinforce the revised Tenancy Agreement, a Recharge Policy and processes enabling the Council to recover costs when tenants breach certain conditions of tenancy, is also being prepared and will be brought to Executive for consideration in September 2019.
- 5.8 Key Changes

The key changes to the current tenancy agreement and conditions can be detailed as follows:

- **Inclusion of:**
 - *Definitions page*
 - *Our Responsibilities section*
 - *Your Rights section*
 - *Anti-social behaviour section*
 - *Keeping Clean and Tidy section*
 - *Health and Safety section*
 - *Written Permission*
 - *Useful contacts section*
- **An expansion of:**
 - *Tenancy Agreement section*
 - *Use of Your Home section*
 - *Your Rent section*
 - *Repairs & Maintenance section*
 - *Gardens section*
 - *Vehicles & Parking section*

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- *Pets & Animals section*
- *Ending your tenancy section*

- 5.9. Members will note that the 'style' of the draft agreement is very different to the current tenancy agreement, which is attached at **Appendix 2**

It is the content of the document that is the focus of the consultation but comments may also be made on the style and format as it is very different to the current agreement. Members' may also express views on this aspect of the document. For this reason, it is likely that the final version may look different, following re-formatting and the addition of numbering.

6 Customer / Equalities and Diversity Implications

- 6.1 It is considered best practice under Housing Regulatory Standards to provide tenants and customers with information that helps them understand their contractual obligations, and their rights as tenants.
- 6.2 Tenants also have the right to be consulted with and participate in the monitoring of services
- 6.3 It is essential in law that agreements take into account the diverse needs of tenants. Throughout the Housing Tenancy Agreement and Conditions it indicates where help and assistance can be obtained for those tenants with diverse needs.
- 6.4 Information on data protection rights and privacy statements are included as part of the agreement.

7. RISK MANAGEMENT

- 7.1 There are no specific risks associated with revisions to the Tenancy Agreement and Conditions, however, should the agreement not be sufficiently robust enough to manage contracts with tenants, the following are the key risks associated:
- Increase in none rent payers and arrears
 - Sustainment of the Housing Revenue Account
 - Increase in Officer workloads
 - Increase in Anti-social behaviour
 - Organisational reputation
 - Risks to Tenants rights
 - Disputes between tenants and the Council

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- 7.2 There is a risk that tenants may find it challenging to navigate the new style tenancy agreement, with its combination of tenancy provisions and information notes. This may be identified as part of the consultation

8. APPENDICES and BACKGROUND PAPERS

Appendix 1: Housing Tenancy Agreement and Conditions
Appendix 2: Current Tenancy Agreement

AUTHOR OF REPORT

Name: Jayne Baylis – Housing Services Manager
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Housing Tenancy Agreement and Conditions

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1 DEFINITIONS

Anti-Social Behaviour Order

A legal order given by the court to prevent anti-social behaviour

Contact Centre

Redditch Borough Council's telephone contact centre for housing repairs.

Domestic Abuse

Threatening or violent behaviour; psychological, physical, sexual, financial or emotional abuse or coercive and controlling behaviour between people who are or have been intimate partners or are family members.

Emergency Services

The police, the fire service and the ambulance service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All of the landlord's appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas to the boundary of the property.

Hate Crime

Any incident which may or may not constitute a criminal offence, which is perceived by the victim or any other person as being motivated by prejudice or hate.

Injunction

A court order by which an individual is required to perform, or is restrained from performing, a particular act.

Housing Officer

A member of staff from a Housing Team.

Improvements

Any alterations or addition to the property.

Introductory Tenancy

An introductory tenancy lasts for 12 months only. If you break the tenancy conditions, we can end the tenancy before you become a secure tenant (see Secure Tenant).

Local Area

The whole of the estate the property is on including privately owned or housing association properties, local shops and/or amenities serving the local area.

Lodger

A person who pays you money to let them live in the property with you.

Maisonette

A self-contained home often occupying two floors of a building.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes, and housing association tenants.

Money Judgement Order

a court **order** that awards the Council a sum of **money**.eg unpaid rent

Partner

A husband, wife or someone who lives with you in a permanent stable relationship.

Possession Order

An order made by a court directing that possession of a property be given to the council

Property

The property in which you live, including any garden, but not including any shared areas.

Secure Tenant

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an 'Order of Possession'.

Shared Areas

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let

Giving another person the right to live in part of the property.

Succession

Where a tenant dies and their partner or relative takes over the tenancy.

Vacant Possession

Free from any occupants, personal belongings or rubbish.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan, trailers and most other kinds of transport.

We, Us, Our

Redditch Borough Council and contractors acting on Redditch Borough Council's behalf.

Written Permission

A letter from us giving you permission to do certain things.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

2 TENANCY AGREEMENT

- 2.1 By signing this agreement you are agreeing to become our tenant.
- 2.2 You are entering into a legal contract with us. If there is anything in this agreement which you do not understand, you should speak to your Housing Officer or obtain advice from a Solicitor or Citizens Advice Bureau.
- 2.3 Your council tenant neighbours have exactly the same rights and responsibilities as you. Some of your responsibilities apply to you, your friends, relatives and any other person living in or visiting your home, including children. This will include the responsibility not to commit nuisance. It also applies to animals at your home.
- 2.4 There are two kinds of tenancy the Council uses:
- introductory tenancy
 - secure tenancy
- 2.5 This agreement is for both types of tenancy, it tells you which parts apply to each types of tenancy.
- 2.6 This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:
- You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions, or we may ask the courts for permission to evict you or grant an injunction. We may apply for an Antisocial Behaviour Order against you.
 - We built or adapted the property for a physically disabled person so it is substantially different from an unadapted home and you no longer need that type of home and we need the property for someone else with specific needs.
 - You have succeeded to the tenancy and the property is too large for your needs.
 - We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.
 - You stop using the property as your only or principal home.
 - There is any other reason under housing legislation, for example the Housing Act 1985, Housing Act 1996, Housing and Regeneration Act 2008, Localism Act 2011 or any future law which requires us to become involved.

INTRODUCTORY TENANTS ONLY

- Unless you are transferring from a secure tenancy or an assured tenancy of a registered social landlord, you will start your tenancy as an introductory tenant.
- Your introductory tenancy will last for one year unless we extend it by a further six months. If you do not break any of the tenancy conditions during this time, and we do not take action against you, you will automatically become a secure tenant. If we do extend your introductory tenancy by six months, we will serve a notice of extension on you. You have the right to request a review. The tenancy will be extended if either you do not request a review or if you do request a review and our decision to extend is confirmed.
- If, during your introductory tenancy, you break any of the tenancy conditions, we may take action to end your tenancy.
- By law, during your introductory tenancy, you do not have the same rights as a secure tenant. You cannot:
 - apply for the right to buy your home
 - vote for a change to a new landlord
 - sub-let your home
 - make a structural change to the property
 - apply to mutually exchange your home.
- In certain circumstances we may let you take in a lodger or someone to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your Housing team for more information.
- For more information you can also contact a Solicitor, or the Citizens Advice Bureau

- 2.7 We can also repossess the property if you have given false information to obtain the tenancy.
- 2.8 You must inform a housing officer in writing if you will be away from the property for more than four consecutive weeks. You must make your home safe and secure for the time you are away.

NOTES

- a. We may also seek to repossess the property if someone has given us false information on your behalf to obtain the tenancy.
- b. If you leave your home without telling us, we may consider the property as 'abandoned' and may take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us and we will dispose of any items left in the property and recharge you.
- c. We may refuse you permission to let people stay with you in the property if we think they may break conditions in this agreement, or we have already evicted your guest(s) because of their behaviour. We will give our reasons to you in writing.
- d. If you are a joint tenants you are jointly and individually responsible for all liabilities and responsibilities remain while you are on the tenancy even if you have moved out eg: relationship breakdown, you should therefore notify us urgently if that is the case.
- e. If a notice of termination is served on a joint tenancy this severs the entire tenancy. There is no automatic right for either tenant to become the sole tenant. Please contact your Housing Officer for advice.
- f. We will take action to repossess your property if you stop living in the property as your only or principal home. If you stop living in the property as your only or principal home we can repossess the property without a Court Order following the service of a Notice to Quit.

YOUR TENANCY AGREEMENT

Address of Property:

Redditch, Worcestershire, Post Code

Description of property:

Type:..... No. Bedrooms:.....

Weekly Rent Charges	
Weekly Net rent	£
Service Charges	£
Heating Charges	£
Support Charges	£
TOTAL WEEKLY RENT DUE	£

The date the weekly tenancy starts from:
(date of signing agreement)

The date your weekly rent starts from:
(first Monday of signing agreement)

It is an introductory/secure tenancy (delete as appropriate)

The earliest date your introductory tenancy will become secure
(12 months after the date the tenancy starts)

This is a legal contract. It describes the rights and responsibilities of Redditch Borough Council and you the tenant(s). **Please read it carefully before you sign the agreement.**

Tenant (s) full name:

Tenant (s) signature:

1. 1.

2. 2.

Photo ID:

Signed on behalf of the Council:

Name:

3 OUR RESPONSIBILITIES

- 3.1 We will consult tenants about significant changes to the management and maintenance services. There are a variety of ways that you can become involved in consultation and monitoring services, depending on how much time you have to spare, for example, becoming involved or setting up tenants/resident groups, completing surveys, correspondence by email, estate inspections, mystery shopping and tenant inspectors..
- 3.2 We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes) in good repair.
- 3.3 We will keep the installations in your home for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity) in good repair and working order.
- 3.4 We will keep the installations in your home for space heating and heating water in good repair and working order.
- 3.5 We will keep any step or path that is an essential means of access to your property, in good repair.
- 3.6 We will keep any boundary fence or wall we have provided in repair. Other than repairs to make them safe, we may repair these items as part of a programme of planned repair work. We may remove broken fences or walls that we have provided rather than repair them.
- 3.7 We will keep any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the property in good repair, as long as it is economical for us to do so. We reserve the right to remove these structures, when, in our view, they are beyond economic repair.
- 3.8 In flats and marionettes, we will keep all entrances, hall, stairways, lifts, rubbish chutes, lighting and other parts for common use in good repair.
- 3.9 We will keep common areas free of obstruction and items made from materials that do not meet fire safety standards. (see note e).
- 3.10 We will remove associated rubbish and building materials from your property after repair work has finished.

NOTES

- a. If we do not meet our responsibilities that are set out in this tenancy agreement, you can:
- contact a housing officer
 - use our complaints procedure – you can obtain details from any Council Office.
 - contact your local Councillor
 - Contact Housing Ombudsman. 0300 111 3000
 - obtain advice from a Solicitor, or The Citizens Advice Bureau
- b. You must keep in repair any garage, shed, outbuilding or additional fencing you have had permission to erect.
- c. In certain circumstances, if we do not carry out repairs within a reasonable time, you have the right to ask us to get another contractor to carry out the repairs. This is called the Right to Repair. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact your housing officer, a solicitor or Citizens Advice Bureau for more information.
- d. In certain circumstances you may be entitled to assistance from us to help you to meet your tenancy obligations. Please contact your Housing team for advice.
- e. It is also your responsibility to ensure that common areas are kept free of any obstructions to include materials not meeting fire safety standards. If they do not we will remove the items and recharge you.

3.11 We have no responsibility to install, extend or improve existing:

- ventilation
- heating
- insulation
- internal plasterwork
- electrical appliances and fittings

within your home, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.

3.12 We are not responsible for condensation or the effects of condensation, unless it arises from a breach of our repairing responsibilities or as a result of a statutory repairing obligation (see section 7 Repairs for further information).

3.13 We will give you help and advice if you tell us you are the victim of antisocial behaviour and we will investigate complaints of antisocial behaviour (see section 6 Anti-Social Behaviour for further information).

3.14 We may, under our duty of care, take action without your consent to protect you or members of your household from antisocial behaviour, hate crime or domestic abuse.

INTRODUCTORY TENANTS ONLY

4 YOUR RIGHTS

- 4.1 This agreement gives you the right to live in the property. Formal civil partners have the same rights as married couples under these conditions of tenancy.
- 4.2 You can live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions circumstances at section 2 apply, we may apply to the courts to end your tenancy.
- 4.3 You're spouse or partner may have a statutory right for the tenancy to be passed to them when you die, they will need to have lived with you continuously for the 12 months before your death. The property must be their main home at the time of your death. The passing of the tenancy in these circumstances is called 'succession'. If you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant) then there is no further right of succession for anyone living in the property.
- 4.4 If your tenancy is passed on and the property is larger than their needs, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property. We will take steps to find alternative accommodation. However, if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
- 4.5 In certain circumstances you may also have the right to assign your tenancy to someone who qualifies as a successor. You are advised to seek legal advice before proposing to assign your tenancy. You must complete any repairs for which you are responsible before assigning your tenancy.
- 4.6 This includes reinstatement of any unauthorised alterations you have made to the property. If you assign, we may ask you beforehand to clear any debts owed to us as well as to leave the property clean and in a good state of repair. You should also make sure that you have no debts left on any utilities pre-payment meter. Please contact your Housing team for further information.
- 4.7 You have the right to have certain repairs (known as qualifying repairs) done within set time limits. If we do not carry out a qualifying repair within the set time limit, you can ask us to arrange for another approved repairs contractor to do the work. If this repairs contractor fails to do the work, you may be entitled to compensation.

- a. By law, during your introductory tenancy, you do not have the same rights as a secure tenant. You cannot:
 - apply for the right to buy your home
 - vote for a change to a new landlord
 - sub-let your home
 - make a structural change to the property
 - apply to mutually exchange your home.
- b. In certain circumstances we may let you take in a lodger to provide you with support and care. You must obtain our written permission first. We may refuse permission if you do not meet certain conditions. Please ask your Housing team for more information.
- c. For more information you can also contact a Solicitor, or Citizens Advice Bureau

SECURE TENANTS ONLY

- a. You have the right to take in a lodger.
- b. You have the right to sub-let part of your home, but you must obtain our written permission first. You must not sub-let the whole of your home.
- c. You have the right to exchange your home with another Redditch Borough Council tenant, a housing association tenant or a council tenant from another council.

You can only exchange your home with another tenant if:

- you both have a secure tenancy
- you both live in England or Wales
- you both have written permission from your landlord.

We may refuse an exchange if you do not meet certain conditions for example if you have possession order against you.

If you exchange your property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted. If you have made any unauthorised improvements or modifications to your home you must put the property back into its previous state at your own expense before we will give permission to exchange.

- d. In certain circumstances, you have the right to buy your home.

- 4.8 You can carry out certain improvements to your home. You must obtain our written permission before you start making any changes.
- 4.9 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants. This right to be consulted does not, however, apply to rents, charges or service charges levied by the council.
- 4.10 If you move and you have substantially improved your home, you may be entitled to some compensation.

Data protection

- 4.11 You have the right to see information held about you as covered by data protection legislation. We may charge you a reasonable cost for providing this information.

NOTES

- a. Information of a personal nature given by you when, for example, applying for a council property, council house transfer or any other service provided by us, is essential to enable us to provide the housing service required by our tenants and leaseholders.
- b. Personal information that you give us will either be retained within our computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of data protection legislation.
- c. You should be aware that there are occasions where your personal information may be disclosed to other bodies/organisations in accordance with our role as your landlord. Our privacy statements will be provided to you when you sign for your tenancy and are available on the Councils website. Paper copies are also available on request at any Council Office.
- d. It is important to stress that in all matters relating to disclosures of information we will use our discretion when dealing with enquiries of a personal nature, whilst maintaining the maximum amount of confidentiality for our customers as prescribed under the terms of data protection legislation.
- e. Where a request for information is required which is outside of the provisions of the legislation, we will always seek the approval of the individual concerned before any action is taken.

5 YOUR RENT

- 5.1 You must pay the rent and all other charges for the property on time throughout the whole period of your tenancy, including any period that you are away from the property. Other charges include, for example, service charges, charges for heating, charges for garages and other services.
- 5.2 You must pay your rent weekly, or at any other interval to which we agree. You can pay monthly by arrangement through your bank.
- 5.3 During any no collection week, if you owe rent or other debts to us, you must make a minimum payment of a sum equivalent to your weekly rent plus any other arrangement amount due.
- 5.4 If you pay your arrears by direct debit we reserve the right to adjust your direct debit to collect this same payment during each of the no collection weeks payment holidays.
- 5.5 If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges when they are due. This means that, if the other joint tenants in your tenancy do not pay their share of the rent and charges, you must pay all the rent and other charges.
- 5.6 If housing benefit is paid directly to us to pay part or all of your rent, you must tell the Housing Benefit Service and your Housing Officer immediately of any changes which may affect your entitlement.
- 5.7 If you put your tenancy at risk due to non-payment of rent we may refer you for specialist debt and welfare benefits advice
- 5.8 You are also responsible for all rent and other costs, such as court costs and rechargeable repairs that are owed to include from the past. If you were a joint tenant, you will still be responsible, even after the other tenants have left the property.
- 5.9 If your housing benefit payment made directly to us does not cover the full rent or you are receiving less than your award due to direct deduction from your entitlement to pay another debt (known as a shortfall) you must make the shortfall payments to us weekly using another payment method.

NOTES

- a. Joint tenants are responsible for rent payments and other charges even if they have left the property. It is in your interest if you no longer live at the property to end your liability. Please contact your housing officer.
- b. Some tenants pay for extra services with their rent, for example, heating or caretaking. We will tell you if this applies to you.
- c. If you pay your rent by direct debit or standing order no collection weeks will be taken account of in your calculated payments.
- d. You are responsible for filling in your housing benefit claim forms and of advising us if your circumstances change. If you are unsure about how to fill in these forms or need some help, you can call into the Town Hall and see a Housing Benefit advisor, contact your Housing Officer or Citizens Advice Bureau.
- e. If you have difficulty paying your rent, please contact your housing officer without delay
- f. We will give you 28 days notice of any change in rent.
- g. If you are in receipt of Universal Credit it is your responsibility to notify the Department Works and Pensions (DWP) of any change in rent to include the one at the beginning of each financial year.
- h. A Money Judgement Order may affect your ability to obtain credit in the future.
- i. If you are evicted for rent arrears, we are not automatically obliged to rehouse you. It may also affect your ability to be rehoused by another landlord.
- j. If you are in arrears with your rent, this will also affect your prospects for a transfer.
- k. If you have rent arrears and would like to move home, your Housing officer will discuss paying your rent arrears with you. Consent to an exchange will usually be subject to a condition requiring you to repay any outstanding rent.

- 5.10 We may change your rent and/or service charges at any time. We will write to tell you of any change in rent at least 28 days before the change, but we reserve the right to change your rent even if you do not receive this notice.
- 5.11 If you do not pay your rent, we may go to court and ask for a possession order to evict you from your home and a money judgement order to recover your debts. We will ask the court to award the costs of taking you to court against you. You must pay this charge in accordance with the court order. We may refer debts to a debt collection agency.
- 5.12 You must pay or make and keep to an arrangement to repay all debts owed to the council including any debt relating to any former tenancy you have held with us.
- 5.13 If you do not keep to an arrangement we may take legal action and/or refer debts to a debt collection agency.
- 5.14 You must make and keep to an arrangement to repay other costs such as rechargeable repairs, court costs, recoverable housing benefit and support charges.
- 5.15 We may deduct any money you owe the Housing Service from any money that is owed to you by the council.
- 5.16 If you have rent arrears, this will affect your eligibility to receive an offer of alternative accommodation.
- 5.17 If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt and provide us with your new address as well as any future addresses. You may not be able to have another council home until you do and may also affect your prospects to be rehoused by another landlord.

6 ANTISOCIAL BEHAVIOUR

6.1 Anti-social behaviour (ASB) covers a wide range of unacceptable activity that causes harm to an individual, to the community or to the environment. This could be any action that leaves someone feeling alarmed, harassed or distressed. It also includes fear of crime or concern for public safety, public disorder or public nuisance.

6.2 You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:

- i) Do anything which causes or is likely to cause a nuisance to anyone in the local area. This includes allowing animals to cause a nuisance.
- ii) Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- iii) Harass anyone in the local area, for example, because of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, age, disability, mental illness, actual or perceived HIV status. You must not be involved in any form of hate crime. This includes, but is not restricted to harming, intimidation, threatening or acting in any manner that causes distress to any person living in, visiting or otherwise engaging in lawful activity in or in the locality of the property on the grounds of their colour, race, ethnic or national origin, religious beliefs, sexual orientation, gender, or gender identity age, disability, mental illness, or actual or perceived HIV status. You must not encourage anyone else to be involved in such behaviour on your behalf or for your benefit.
- iiii) Harass, or threaten to harass, or use violence towards anyone in the local area.
- iiiii) Harass, or threaten to harass, or use violence towards our employees, councillors, anyone contracted to do work for the council.

NOTES

- a.** You, and any joint tenants, are responsible for your behaviour, the behaviour of your children and anyone else living with or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas) or in the local area. The local area includes the whole of the estate/ area the property is on, including privately owned or housing association properties, local shops and/or amenities serving the local area.

If you, any joint tenants, anyone else living with you or visiting you causes antisocial behaviour, we will ask you to stop. We may apply to a court for an injunction, antisocial behaviour order, your eviction or another order.

- b.** Harassment is defined as any unwanted behaviour directed at an individual or group which is offensive or objectionable to the Recipient. It is behaviour or conduct calculated to interfere with the peace and comfort of individuals or groups which has the effect of hurting, intimidating, humiliating, ridiculing and/or undermining their confidence.
- c.** If you report antisocial behaviour, we will provide support to you throughout the period of any investigation. This includes referral to victim/witness support services as appropriate.

NOTES

- d. We ask that all tenants and their families are considerate towards their neighbours and help to create caring and happy communities. We will do all we can to promote harmony in local communities and to deal with any problems. We will act quickly against tenants who ignore this tenancy agreement, and will work with other agencies to resolve nuisance caused by people who are not council tenants.
- e. We may not be able to resolve all your concerns but we will work with other agencies and provide advice about other services to assist you.

- v) Use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional abuse) towards anyone living in the property.
 - vi) Intentionally damage property. If you intentionally damage the council's property, we will recharge you for repairing the damage or take legal action against your tenancy.
- 6.3 If you, your family or visitors behave antisocially we will take action to stop you. This may include serving you with a Community Protection Notice, a Notice seeking possession of your property, applying for an injunction to prevent you from behaving antisocially or seeking an order to exclude you from the property and/or the local area.
- 6.4 If you are found to be the perpetrator of domestic abuse we will take action which could result in you losing your home.
- 6.5 We will not provide you with another home if you are evicted because of antisocial behaviour. This may also affect your prospect of being rehoused by another landlord.

What is antisocial behaviour?

Listed below are examples of behaviour the council considers antisocial:

- Using or threatening violence.
- Using firearms and/or other weapons.
- Racist behaviour, including literature, letters or verbal abuse.
- Hate crime, for example because of a person's colour, race, sexual orientation, gender, religious belief, age, disability or mental illness.
- Prostitution.
- Dealing in pornography.
- Criminal activity in properties.
- Illegal drug and alcohol abuse, substance misuse, drug dealing, growing or processing drugs with intent to supply or manufacture them.
- Verbal abuse and offensive gestures.
- Domestic abuse including child abuse.
- Damaging property including cars and bikes.
- Arson or attempted arson.
- Dumping rubbish and furniture.
- Fly-tipping.
- Putting offensive materials through letterboxes.
- Writing and spraying graffiti.
- Causing a nuisance in lifts and communal areas, for example fouling communal areas or blocking chutes.
- Storing or repairing any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- Throwing things off balconies or out of windows.
- Breaching shared security, for example allowing strangers to get into the building.
- Blocking communal areas.
- Playing ball games in areas where this is prohibited.
- Joy riding.
- Making malicious or threatening telephone calls, sending malicious or threatening letters, emails or text messages or using similar forms of communication or technology for making malicious or threatening communication.
- Abandoning vehicles – including cars, vans, trailers and caravans
- Excessive noise from vehicles

The list below is considered antisocial behaviour when it causes a nuisance:

- Not exercising adequate parental control.
- Making loud noise.
- Banging and slamming doors.
- Playing ball games close to people's homes or buildings.
- Skateboarding, roller-skating and cycling on footpaths, balconies and communal areas.
- Being drunk in public.
- Excessive barking of dogs or dogs fouling in communal and public areas.
- Not keeping pets under control.
- Making unfounded complaints.
- Carrying out DIY, housework or mowing lawns at unsociable hours.
- Noise nuisance caused to other tenants because of the use of laminate or wooden flooring in flats above ground level.
- Riding motorbikes, quad bikes, or mopeds on estates.

NOTES

Data protection

We are committed to making the community that you live in safer for you and your family.

The Crime and Disorder Act 1998 places obligations on local authorities, police authorities, health authorities and probation committees (amongst others) to work together in tackling crime and disorder issues within our communities.

In order for us to fulfil our obligations under the Crime and Disorder Act 1998, there may be occasions where information about you might be passed to these organisations.

Any exchange of information will comply with the provisions of data protection legislation.

7 REPAIRS & MAINTENANCE

You're Responsibilities

- 7.1 You are responsible for keeping your home in a good condition and doing necessary repairs. You are responsible for any alterations of home improvements you make. You are responsible for keeping your garden tidy and in good condition
- 7.2 You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children. (*See note d.*)
- 7.3 The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:
- i) door handles and latches
 - ii) sealant around basins, baths, showers and kitchen work surfaces
 - iii) cylinder jackets where the hot water tank is not pre-insulated
 - iv) toilet chains/handles
 - v) drawer handles
 - vi) door numbers and letter plates
 - vii) glazed tiles around the bath, basin, shower and sink
 - viii) curtain battens
 - ix) Fuses, bulbs and batteries
- 7.4 You are also responsible for repairing, renewing or replacing the following items:
- i) cupboard catches and handles
 - ii) keys to door and window locks
 - iii) plugs and chains to sinks, basins and baths
 - iv) TV aerials (*see note e.*)
 - v) surface damage to internal plasterwork
 - vi) pelmets, curtain and picture rails
 - vii) gate and shed latches, bolts and catches
 - viii) lagging and other insulation material
 - ix) broken or cracked glass in any internal door or window. (*see note d.*)
- 7.5 We will recharge you for any repairs that we consider to be your responsibility if you ask us to fix them. We may apply our discretion when a Crime number is provided.

NOTES

- a. If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
- b. If you fail to carry out any repairs for which you are responsible, we may give you 28 days notice to do so. After this, we will carry out any outstanding work and charge you for doing so.
- c. If you do not pay, we may request a Money Judgement Order against you which could affect your ability to obtain credit in the future.
- d. You must have repairs that are your responsibility carried out by a competent and suitably qualified person. We reserve the right to inspect repairs after completion.
- e. We will maintain communal TV aerials in flats and maisonettes.
- f. Please see the Council's Housing Recharge Policy for further information on what repairs we will recharge you for.
- g. If you have circumstances which make it difficult for you to carry out any repairs for which you are responsible, please contact you're the Repairs team.
- h. We may be able to do the repair and charge you a reasonable cost, or advise you of a voluntary agency that may be able to help

- 7.6 You are responsible for carrying out the following activities:
- i) bleeding radiators
 - ii) cleaning and removing limescale from baths, sinks, basins and showerheads
 - iii) lubricating hinges and locks
 - iv) adjusting doors when you have new carpets fitted.
 - v) Mould on windows and tiles
- 7.7 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when you get locked out. We will recharge you if you ask us to carry out a lock change.
- 7.8 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage. Please refer to the Tenants Handbook or contact the Repairs team for further information.
- 7.9 You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible because you have provided it yourself.
- 7.10 You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property. Please refer to the Tenants Handbook or contact the Repairs team for further information.
- 7.11 You are responsible for properly and adequately installing and repairing a washing machine, dishwasher or tumble dryer, and for any extra replacement pipework that may be required. This includes water supply pipes, vents and any related electrical connections and connecting any gas appliances you own. If you do not properly and adequately install a washing machine or tumble dryer and damage is caused we may recover any costs that we incur. We may ask the courts to order an injunction or to grant us possession of your home. *(See notes k. and n.)*

NOTES

- i. in relation to moisture building up, reasonable steps include the following:
 - keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This means opening windows and doors and using any extractor mechanisms that may be in your property
 - not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture without proper ventilation during and after use
 - not blocking or obstructing air vents or other means of ventilation
 - keeping the property sufficiently heated by using any heating we have provided in your property
 - not overcrowding your property
 - preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution
- j. If you have a burst pipe, put something under the leak to catch the water, turn off the water supply at the stop-tap and telephone the Repairs Contact Centre.
- k. We will advise you of the location of the stop-tap at the start of your tenancy. If you need any further advice, please contact your Housing Office.
- l. Gas appliances must be installed by a registered gas fitter. Ask at your Repairs team for advice.
- m. We advise you to insure the contents of your home. Ask your Housing Officer for advice on our insurance scheme for tenants

- 7.12 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages if they occur. You must also clean any blockages in your washing machine, dishwasher or tumble dryer.
- 7.13 If you have an open fire, you must sweep and keep clean and clear chimneys and fireplaces.
- 7.14 You are responsible for any step, path or paving that is not an essential means of access to your property.
- 7.15 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.
- 7.16 You are responsible for repairing or maintaining any battery operated smoke detectors that we have installed.
- 7.17 You are responsible for repairs which would have not been necessary if you had given us notice about another repair.
- 7.18 You are responsible for repairs which either would not have been necessary at all or would not have been extensive if you had given us notice earlier. (see note e.)

NOTES

- n. In the interests of fire safety, you must not remove or replace any internal or external doors and any door closers fitted to fire doors without our written permission.
- o. Permission will not be unreasonably withheld.
- p. Please do not put anything down your sinks, toilets or drains that are likely to cause blockages. Eg, cooking fat/ wet wipes – You will be recharged a reasonable cost for any work we undertake if we find that your actions caused the blockage.
- q. Damage to neighbouring properties may also be deemed your responsibility depending on the circumstances eg: water from a flat above due to a leaking washing machine
- r. You must not make any changes to the structure of the property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to the property.
- s. You must not remove or disconnect any mains-operated smoke detector that we have installed and it will be maintained by us.
- t. If we carry out the work in either of the cases described in 7.17 and 7.18 we will charge you the costs of the extra work incurred.
- u. You must contact us as soon as you are aware of a repair for which we are

Telling us about repairs

- 7.19 We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us. This applies to your home and to communal areas.
- 7.20 When contacting us about a repair you think we may be responsible for, you must describe the problem and where it is, how long it has been there and how it has affected you.
- 7.21 If you do not contact us about possible disrepair, we will not accept that you have given us appropriate notice for us to visit and carry out any work that may be needed.

NOTES

- a. You must contact us as soon as you are aware of a problem and not delay.
- b. If you are aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment which we own and are responsible for maintaining, please telephone the Repairs Contact Centre.
- c. When telling us about a problem, you must make clear how and when we can contact you in response (for example, give us any relevant home or work telephone numbers)
- d. Further details of landlord's responsibilities and tenants' responsibilities for repairs are explained in the Tenants Handbook.

Carrying out repairs

- 7.22 When you report a repair for which we are responsible, we will arrange an appointment date and time.
- 7.23 If the repair appointment is not kept you should telephone the Repairs Contact Centre.

NOTES

- a. You must be at home at your appointment time if we need you to provide access.
- b. If you can not keep your appointment for any reason please contact the Repairs Contact Centre.
- c. For our workforce and contractors health and safety we ask that you refrain from smoking immediately before and whilst your repair is being carried out. Whilst our workforce or contractor is carrying out repairs in most circumstances we ask that you ensure that there is always an adult present for the duration of the repair. When we do need the property to be vacant to complete some repairs eg Asbestos removal, we will notify you beforehand.
- d. The Right to Repair Regulations provide that, in certain circumstances, if we do not carry out repairs within a set time, you can ask us to arrange for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact the Repairs Contact Centre, or the Citizens Advice Bureau for more information.

Access for the purpose of inspection and repair

- 7.24 You must allow us access for any repairs the Council deem to be essential. If you refuse access then the Council will seek a Court Order instructing you to give access. You must comply with this order; if you don't it may result in possession action for breach of tenancy which could result in eviction.
- 7.25 We will give you advance notice whenever possible and if you delay allowing us access to the property we may recharge you for any associated costs including costs of gaining access and increased costs of repair caused by any delay.
- 7.26 You must allow us access for specific services such as gas servicing, electrical testing or alarm equipment we have provided.
- 7.27 If you refuse to allow us access to carry out what we consider to be essential repairs we will use enforcement action against you to gain entry.
- 7.28 You must keep appointments that we have agreed with you to complete repairs. If you break two or more consecutive appointments we may charge you to recover our costs.
- 7.29 If we visit your property and you are out, we will leave a card asking you to telephone the Repairs Contact Centre to make a new appointment.
- 7.30 You must take steps to store or protect your possessions while repair work is being done.
- 7.31 We will try to warn you if we think any proposed repairs will inconvenience you. Certain repairs may unavoidably deprive you of certain facilities in your property while the work is being done. For example, you may not be able to use your kitchen or bathroom. *(See note g. on this page)*
- 7.32 When we come to work in your property or garden it should be clean and free of any human or animal bio hazards or chemicals that could harm an employee. Work may not be done if it is considered to be a hazardous environment for us to work in and we may charge you a call out fee.

NOTES

- a. In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your property or adjoining properties.
- b. We will require access every 12 months to service gas appliances. If you do not allow us access, we may take immediate action to gain entry to do the work.
- c. Always ask to see the identity card of anyone who calls at your home to carry out repairs and claims to work for us. If you are not sure that they work for us, do not let them into your home and telephone the Repairs Contact Centre for confirmation.
- d. We recommend that you insure valuable items against accidental damage.
- e. We will take reasonable care when carrying out repair work.
- f. We may not be responsible if any of your property is damaged because you failed to take reasonable steps to store or protect it.
- g. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.
- h. We may not accept liability for any alleged losses if you do not notify us as specified.
- i. We will take into consideration your ability to move furniture and personal possessions. Where you are unable to do this, we will try to help.

7.33 If something is damaged as a result of our repairs, you must notify us in writing within a period of 28 days from the time it was damaged or from the time you first became aware it was damaged.

7.34 We will remove all associated rubbish, building materials and equipment from your property after repair work has been completed.

7.35 We will redecorate the affected area or provide an allowance for redecoration following major repairs work that we are under a legal obligation to undertake. We will consider each case on its merits taking into account your age or vulnerability to carry out this work.

7.36 We may require you to move furniture or other personal possessions to enable us to carry out repairs. Where possible we will give you notice of this. If you do not make these arrangements we may charge you a reasonable cost for having to do this on your behalf.

Provision of temporary alternative accommodation during major works

7.37 Sometimes the nature of the repairs that need to take place means that we need to have vacant access to your property. If your repairs fall into this category, we will inform you and you must vacate the property for the period we advise is necessary.

7.38 If we do not say we need vacant access to your property, you must decide whether you want to stay there during any works or find yourself temporary alternative accommodation.

NOTES

- j. If you choose to remain in your property during such repairs, you accept that you do so without responsibility from us to provide you with temporary substitute facilities.
- k. If you have to vacate your property in some circumstances we will assist with a range of alternatives, including temporary alternative accommodation. We will not be able to carry out certain types of repairs at your property until you have vacated and our responsibilities for these repairs may be suspended during this period.
- l. We will try to find temporary accommodation that is similar to your own but we cannot guarantee this.
- m. If you do not accept a temporary property we offer you, you must at the same time tell us in writing whether or not you want us to continue looking for an alternative. If you do not make this clear, we will assume that you want us to continue looking and therefore some of your repairs will continue to be postponed.

8 KEEPING CLEAN AND TIDY

- 8.1 You, your friends and relatives and any other person living in or visiting the property (including children) must:
- 8.2 Take reasonable steps to keep the property, garden and communal areas free from rats, mice and other pests.
(See note a. on this page)
- 8.3 Keep the property, garden and communal areas clean and free from rubbish and/or excessive amounts of goods to include pet faeces. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish, we may also take you to court for breach of your tenancy conditions.
- 8.4 For your safety do not leave any personal belongings or rubbish in shared stairways, halls and landings, drying rooms and bin stores. These items are a potential fire hazard and may obstruct your safe access in the event of a fire. We will remove anything you leave in these areas and charge you for the work. (See note b.)
- 8.5 Keep the property, garden and communal areas free from bad smells. (See note c. on this page)
- 8.6 Keep all shared areas free from obstructions.
- 8.7 Telephone the Repairs Contact Centre immediately if the drains of the property become blocked. (See note d.)
- 8.8 Dispose of household rubbish in the appropriate way, for example using the refuse chute in flats, placing rubbish in communal refuse bins, wheelie bins and leaving it outside your home on the correct day for the refuse collectors. (See note e.)
- 8.9 Not dump rubbish or fly tip.

NOTES

- a. You must tell Worcester Regulatory Services (pest control) and your Housing team immediately if your home becomes infested with rats. They will also give advice and guidance on other pests. Please see useful contacts page
- b. If we move items, we will not be responsible for any loss you may suffer.
- c. Bad smells do not include cooking smells.
- d. We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies or wet wipes down the toilet, we will charge you a reasonable cost for the work.
- e. The Councils Environmental Services team can provide you with advice on where to put your weekly refuse and how to dispose of bulky items. For further information please go to the Councils website.

9 HEALTH AND SAFETY

- 9.1 For health and safety reasons you, your friends and relatives and any other person living in or visiting the property (including children) must **not**:
- 9.2 Use portable oil (except oil-filled radiators), paraffin or gas cylinder heaters in a flat.
- 9.3 Store inflammable materials or gas in the property, garage, or the garden.
- 9.4 Store or repair any vehicles which are powered by petrol, diesel or paraffin in shared areas.
- 9.5 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmer's.
- 9.6 Interfere with any equipment which is there for health and safety purposes, for example, for detecting or putting out fires in the property, door entry systems and closed circuit television.
- 9.7 Interfere with any gas or electric supplies
- 9.8 Damage or overload lifts.
- 9.9 Do anything in the property which could cause a danger to anyone in the property or in the local area. (See note e.)
- 9.10 Throw anything through the windows of the property or from balconies.
- 9.11 Smoke in the internal common areas of any building or allow other members of your household or visitors to your property to do so.
- 9.12 Smoke in your home when we visit you. (See note f.)
- 9.13 Block, obstruct, create or leave any hazard on any landing, corridor, stairwell, lift, chute room, fire escape, pathway or any other communal area or wedge open any fire or security doors. (this includes mobility scooters please see section 9)
- 9.14 Leave used syringes in areas where people in the local area may come into contact with them. Syringes must be disposed of safely. (See note g.)
- 9.15 Let anyone you don't know into the shared areas, for example, in blocks where there are external locked doors.

NOTES

- a. If you wish to use a portable oil (except oil-filled radiators), paraffin gas cylinder heaters or solid fuel heaters (log burners), you must obtain our written permission first.
- b. We advise you to fit a smoke alarm if there isn't one fitted in the property and to check it regularly and replace the batteries when necessary. The Fire Service will offer further help and advice on fire safety.
- c. If you have a powered mobility vehicle, for example, a mobility scooter which you wish to store in a communal area, please contact your Housing officer to discuss a safe location to leave it.
- d. We will give advice on any problems related to health and safety.
- e. This may include storing large quantities of inflammable material such as paper.
- f. We will not smoke in your home when we visit you.
- g. Please contact Worcester County Council for further advice on the safe disposal of syringes and medical waste.
- h. Always make sure you know who callers are before you let them into your home.
- i. For further information on Fire Safety please see Tenants Handbook
- j. Tenants with shared access should follow the Fire Information provided.

- 9.16 Place anything on a window ledge or balcony which could be a danger to anyone living in the property or in the local area.
- 9.17 Shake mats or carpets from the windows or balconies.
- 9.18 Feed wild pigeons or squirrels outside the property or on balconies.
- 9.19 Have barbeque's inside your property, on balconies or in shared areas.
- 9.20 Park vehicles in areas set aside for emergency vehicles.
- 9.21 Delay telling the Repairs Contact Centre about any damage to the property.
- 9.22 You must advise us if the gas or electricity meters have been removed or tampered with by anyone.
- 9.23 Periodically you may be required to advise us of the energy supplier you have registered with for gas and/or electricity.

10 PETS & ANIMALS

- 10.1 You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:
- 10.2 Keep any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997.
- 10.3 Keep livestock at the property.
- 10.4 Keep any animal which we feel is unsuitable. Your housing officer will advise you on whether an animal is unsuitable. (*see note a.*)
- 10.5 Allow your pets to cause a nuisance, for example, fouling communal areas such as lifts, stairs and landings, and making excessive noise such as barking.
- 10.6 Keep more than a reasonable number of pets.
- 10.7 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.8 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including Council employees. Animals must be kept under proper control at all times. Dogs must be kept on leads at all times in communal areas.
- 10.9 Allow your home, garden or communal areas to become contaminated with animal excrement. It is your responsibility to clean up after your pets. If you fail to do so we may carry out the work, recharge you and take action to end your tenancy.
- 10.10 You, your friends and relatives and any other persons living in or visiting your property (including children) **must**:
- 10.11 Obtain our written permission to use your home or garden to breed animals.
- 10.12 Be responsible for providing and the future maintenance of any fencing specifically required to control your animal(s). (*see note d.*)

NOTES

- a. When considering what is reasonable and suitable, we will have regard to (amongst other things):
- the type and size of your pets
 - the type and size of your home
 - the number of people living in your home
 - access to the road and open space
 - hygiene
 - the welfare of the animal.
- b. If you live in a house, you can keep pigeons/birds in a pigeon loft or aviary. You must obtain our written permission to do so and we may consult your neighbours for their consent. We may withdraw our permission if the pigeons/birds cause a nuisance.
- c. We will ask you to remove any animals that you do not have our permission to keep through these Conditions of Tenancy or any animal which is unsuitable or causes a nuisance. If you do not remove any animal that you do not have our permission to keep, or any animal which is unsuitable or causes nuisance, we will take court action to remove it and we may take action to repossess your home. We will charge you a reasonable cost for doing this.
- d. We will not provide or maintain any fencing specifically required to control animals.
- e. If you are evicted, we may not be automatically obliged to rehouse you. This may also affect your prospects to be rehoused by another landlord.

11 GARDENS

- 11.1 You must keep all garden areas for which you are responsible neat and tidy.
- 11.2 If you fail to keep your garden tidy and free from rubbish, we may carry out any necessary work, charge you reasonable costs for doing this. We may take legal action against you if you fail to do so.
- 11.3 You must not build a garage in your garden without obtaining our written permission.
- 11.4 You must not put a greenhouse or shed in a shared garden.
- 11.5 You must not put a greenhouse or shed over six-feet square in a private garden or more than one greenhouse or shed in a private garden without obtaining our written permission first.
(See note a.)
- 11.6 You must not remove, alter, replace or plant any boundary hedge or fence at the property without obtaining our written permission first.
- 11.7 You must not plant, shrubs, plants, or trees that are likely to cause a nuisance to neighbours, or damage property.
- 11.8 If you become aware of any shrubs, plants or tree's that are likely to or are causing damage to property then please report it immediately to the Repairs Contact Centre.
- 11.9 If plants or trees do cause a nuisance, including overhanging neighbouring property, you must prune or remove them as necessary.
- 11.10 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the garden area. If you do, we may remove the items and charge you a reasonable cost for doing this.
- 11.11 You must not pour hazardous substances, including oil and chemicals, down ordinary drains.
- 11.12 You must not light or burn bonfires in any garden, including shared gardens, or on communal land.

NOTES

- a. You may still need to obtain planning permission and meet building regulations. We reserve the right to ask you to remove any garage, shed, greenhouse or outhouse that causes a nuisance.
- b. You may be recharged for work that we must carry out if a boundary fence or hedge is removed/damaged and not replaced to a satisfactory standard.
- c. We may ask you to remove any fencing or boundary structure you have erected if, in our opinion, it is dangerous or it causes a nuisance. If you do not remove it, we may do so and charge you a reasonable cost.
- d. If you do not pay, we may request a money judgement order which could affect your ability to obtain credit in the future.

12 VEHICLES & PARKING

- 12.1 You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:
- 12.2 Build a parking space, garage or drive without our written permission.
- 12.3 Park any motor home, caravan, boat, trailer at the property without permission.
- 12.4 Receive payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- 12.5 Cause nuisance to neighbours or damage to pathways, drives and parking spaces through leakages or spillages, for example oil spillage when repairing your vehicle.
- 12.6 Park any vehicle, motor home, trailer, caravan or boat on any land belonging to us. If you do, we may remove the vehicle. You will be charged a reasonable cost for its removal. (See note e. on this page)
- 12.7 Park any vehicle on a grassed area.
- 12.8 Park any vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of flats.
- 12.9 Park any vehicle on a designated area set aside for emergency vehicles, or park in any area which would block access for emergency vehicles or refuse collection vehicles.
- 12.10 Store or repair motorbikes inside your property or in the shared areas.
- 12.11 Sell, rent or give away a parking space which we provide for you.
- 12.12 Double park vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.13 Allow anyone, other than your family, visitors and friends, to park at the property.
- 12.14 Put up any signs reserving car parking spaces near your property.

NOTES

- a. Parking on our estates in certain area's can be in short supply and is made available on a first come first served basis. Officers are unable to get involved in parking disputes but will where ever possible help to resolve problems.
- b. The county Council provides a vehicle access scheme known as a dropped kerb scheme; to construct access for parking on your property. There are certain conditions you must meet to include having written permission from the Council to agree that you can park a vehicle on your property.

To apply please contact the County Council or go to the website.
- c. Redditch Borough Council has a scheme to improve parking in year areas, you can get in touch with your Local Councilor to put requests forward and they will consider if it is practical and cost effective.
- d. If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- e. We will not be responsible for damage to your vehicle if we have to remove it.
- f. You are permitted to store a battery operated mobility scooter in your home.
- g. There are no reserved spaces other than disabled parking bays.
- h. The Council has a disabled parking scheme for people with disabilities, for those that are eligible a space will be marked for them, however, they are unenforceable and residents are asked to be respectful towards those that have been designated a space.
- i. Any vehicles parked on Council land to include parking bays must be roadworthy, have an MOT taxed and insured

13 USE OF YOUR HOME

- 13.1 You, your friends and relatives and any other person living in or visiting the property (including children) must not use the property other than as a private home.
- 13.2 You must obtain our written permission before you run a business from the home.
- 13.3 Periodically you may be required to produce identification and provide evidence that you occupy the property and details of anyone else living with you on a permanent or temporary basis.
- 13.4 Periodically you will be required to provide access to the property for the purpose of carrying out a tenancy check. The purpose of a tenancy check is to ensure there are no breaches of tenancy conditions that put you or other people's health, safety or security at risk.
- 13.5 You must take reasonable steps to prevent noise transferring from your home to any adjoining properties. This may include laying carpets or fitting other floor insulation.

NOTES

- a. You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel the business is likely to cause a nuisance to other people, or damage the property.
- b. You should seek our permission first. You may need to obtain additional permission, including planning permission, and you may be liable for business rates. It is your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- c. We will withdraw our permission if:
 - the relevant permissions are not granted
 - after permission is granted, the business causes a nuisance.
- d. We will not allow you to run the following businesses from your home:
 - car repair and maintenance
 - printing
 - any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
 - shops or wholesale businesses where customers would have to visit the property
 - any business that would cause a nuisance by the parking of additional vehicles.
- e. You can not use wheelie bins for any waste disposal relating to a business you are running.
- f. For further information and advice please contact your Housing officer.
- g. A tenancy check is also an opportunity for us to provide you with advice on your tenancy rights and responsibilities and information on housing related services available to you.

14 ENDING YOUR TENANCY

- 14.1 When you move out of the property, you must:
- 14.2 Give us four weeks written notice that you want to leave the property. You are responsible for the property until you give us the keys.
- 14.3 Give us all the keys to the property, including keys for window locks and security fobs to the door entry system where appropriate by midday on the first working day after the tenancy end date. If you do not return your keys by this time we reserve the right to charge you rent and other charges for any additional period until the property keys have been returned to us.
- 14.4 We may also charge you to recover any costs we incur to change the locks and/or obtain replacement keys.
- 14.5 Give us vacant possession at the end of your tenancy. No other individual should be in occupation after the notice period has expired.
- 14.6 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 14.7 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you do we will charge you for having to dispose of them.
- 14.8 Leave the property and garden in a clean and tidy state. If you do not, we will charge you for cleaning up after you.
- 14.9 Provide us with a forwarding address and any future address.
- 14.10 If you remove any improvements, fixtures, fittings you installed, you must put the property back to the way it was before you installed them. If you do not, we will charge you for putting it right.
- 14.11 Allow us access to inspect your property during the notice period.
- 14.12 Ensure you remove and carry out any work that we have asked you, this may include the removal of any major improvements eg: conservatories or outbuildings eg: garages or sheds you have had permission for. If you do not we charge you the cost of removal.

NOTES

- a. If a sole tenant dies, we may allow an extra time to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. Further advice is available from your Housing Officer.
- b. If you leave your home without telling us, we will, consider the property as abandoned and take steps to end your tenancy and regain possession of the property.
- c. We will charge you the reasonable cost of all repairs for which you are responsible and repairs that are needed because you abandoned the property.
- d. We will take steps to evict anyone else who you have left at the property.
- e. We will take reasonable steps to contact you regarding items left at the property.
- i. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. You may not have an automatic right to continue living in the property or to an alternative property.
- j. You should tell us in writing if you will be away from your home for more than four consecutive weeks.
- k. If you do not pay any rent or any other charges owing to us when you end the tenancy, we will go to court and ask for a Money Judgement Order to recover the debt. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with us or another landlord in the future.
- l. We will provide advice on ending your tenancy if you require it. Please contact your Housing Officer.

15 WRITTEN PERMISSION

15.1 You **must** obtain our written permission before you:

- i) Carry out alterations to the property.
- ii) Build a garage in the garden.
- iii) Put a greenhouse, shed or outbuilding (over six-square feet) in the garden.
- iv) Put a greenhouse, shed or outbuilding in a shared garden.
- v) Put in a water meter.
- vi) Fit any security gates, doors, window shutters, security bars or grilles, or other security fittings to windows and where it is safe for them to be fitted.
- vii) Fit an aerial, satellite dish or receiving antennae other than a conventional television aerial.
- viii) Fit CCTV cameras or security systems.
- ix) Lay underground cables.
- x) Fit a camera or any other type of surveillance equipment.
- xi) Run a business from home.
- xii) Use a portable oil, paraffin or gas cylinder heater.
- xiii) Build a parking space or drive.
- xiv) Remove, alter, or replace any boundary walls, hedges or fences.
- xv) Sub-let any part of the property. (*See note d.*)
- xvi) Exchange or transfer your home.
- xvii) Build a pigeon loft or aviary.
- xviii) Install a gas supply to a property that did not have a gas supply at the start of the tenancy
- xix) Install any gas appliance other than a cooker, refrigerator, tumble dryer or washing machine. (*see note e.*)
- xx) If you do not obtain written permission where required we may take action to ensure that you return the property to its original state. This may include asking you to reinstate unauthorised alterations and asking the courts to grant legal remedies such as an injunction or repossession of your home.

NOTES

- a. Even if we give our written permission, you must still obtain planning permission if required and meet building regulations. We will withdraw our permission if the relevant planning and other permissions are refused, and we may withdraw our permission if a nuisance is caused.
- b. Our written permission will not be unreasonably withheld or delayed.
- c. We will only give permission for security gates, doors or window shutters, security bars or grilles which meet approved health and safety standards and where it is safe for them to be fitted. If you do not have permission we may seek a mandatory injunction for you to remove them and restore the property to its previous condition.
- d. You have the right to sub-let part of your home, but you must obtain written permission. You must not sub-let the whole of your home.
- e. Any gas related works must be carried out by a registered gas fitter. Failure to do so will mean that we will arrange for the appropriate gas checks to be carried out and charge you for this as well as any associated work

15.2 To apply for our written permission, please write to your Housing Officer.

16 USEFUL CONTACTS

General council enquiries: 01527 64252

Repairs and Maintenance:
Phone: 01527 534071

Gas Safety Team:
Phone: 01527 548267 Email: gas.inspections@redditchbc.gov.uk

Our Housing teams are in your neighbourhoods and can help with anything related to your council tenancy. Lines are open between 9am and 5pm Monday to Friday.

Housing Team Central

Covering Abbeydale, Greenlands, Lakeside, Lodge Park, Mayfields, Smallwood, Southcrest, Town Centre, and Woodrow.

Phone: 01527 64252 ext 2131 Email: locality.central@bromsgroveandredditch.gov.uk

Housing Team West

Covering Astwood Bank, Batchley, Crabbs Cross, Enfield, Feckenham, Headless Cross, Hunt End, Oakenshaw, Walkwood, Webheath

Phone 01527 64252 ext 2121 Email: locality.west@bromsgroveandredditch.gov.uk

Housing Team East

Covering Church Hill North, Church Hill South, Matchborough, and Winyates.

Phone: 01527 64252 ext 2111 Email: locality.east@bromsgroveandredditch.gov.uk

Home Support Service

Phone: 01527 548367

Other useful Council contact numbers:

Anti-Social Behaviour

Phone: 01527 534197

Benefits:

Phone: 01527 534050

Council Tax

Phone: 01527 534040

Dial a Ride

Phone: 01527 64910

Environmental Services

Phone: 01527 881188

Housing Options

Phone: 01527 534069

Lifeline

Phone: 01527 534060

Private Sector Housing

Phone: 01527 534123

Worcester County Council

Phone: 01905 763763

Out of hours phone numbers:

Domestic Abuse Support: 0800 980 3331

Homeless: 01527 67666

Repairs: 01527 67666

If you need the emergency services call 999

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TENANCY AGREEMENT AND CONDITIONS



www.redditchbc.gov.uk

YOUR TENANCY CONDITIONS

1. (a) This is an important legal document which sets out your rights and responsibilities and the Council's rights and responsibilities. Please keep it in a safe place.
- (b) These conditions may be changed by the Council but the Council must give you notice beforehand and an opportunity to make comments on the proposed changes. The Council must follow the procedures set out in the Housing Act 1985.
- (c) These conditions make you a secure tenant.
- (d) Because you are a secure tenant you cannot be asked to leave your home unless the Council obtains from a Court an Order for Possession.

Note

If you stop using the property as your only or main home you will no longer be a secure tenant.

If you are no longer a secure tenant, the Council can end your tenancy by serving a Notice to Quit at the property giving you at least 4 weeks notice.

2. YOUR RENT

- (a) Your tenancy is a weekly tenancy starting every Monday.
- (b) Your rent is due on Monday of every week. You must pay your rent on time. There are occasional "rent free" weeks when no rent is due and these are shown on your rent card.
- (c) The amount of your rent is shown on your Tenancy Agreement but may be increased from time to time. You will be given at least 4 weeks' written notice of any increase.
- (d) If you are joint tenants, you are each responsible for all the rent and for any arrears of rent, whether or not you still live at the property.

Note

If you do not pay your rent the Council can ask a Court to make an Order for Possession. You may be liable for any costs incurred by the Council in getting an Order for Possession.

YOU MAY BE EVICTED FROM YOUR HOME IF YOU DO NOT PAY YOUR RENT OR IF ANY OF THE OBLIGATIONS SET OUT IN THIS DOCUMENT ARE BROKEN OR NOT PERFORMED.

2.1 Service/Heating Charges

You are responsible for paying the amount of any service/heating charges shown on your Tenancy Agreement or a separate additional service charge agreement. These amounts may be increased from time to time. You will be given at least 4 weeks written notice of any such increase.

Your service/heating charges are due on Monday of every week and you must pay them on time. There are occasional “rent free” weeks when no service/heating charge is due and these are shown on your rent card.

3. **REPAIRS**

3.1 The Council's Responsibilities

- (a) The Council must repair and maintain:
- the structure and exterior of the building (including roofing, walls, floors, ceiling, windows and window frames, external doors, drains, gutters and outside pipes)
 - kitchen and bathroom fixtures (including sinks, basins, toilets, baths and unless the Council agrees otherwise, kitchen units)
 - electrical wiring
 - gas pipes
 - water pipes
 - fixed heating equipment
 - water heating equipment
 - any communal areas around your home (including, stairs, lifts, landings, lighting, entrance halls, paving and parking areas).
- (b) The Council must paint the outside of your home at regular intervals.
- (c) The Council must clear up after a repair.
- (d) The Council must do repairs within a reasonable time of the repair being reported to the Council.

The Council is not responsible:

- (a) For any damage or disrepair to your home caused deliberately by you or any person living with you or visiting you, or by your own neglect or carelessness. If the Council repairs such damage you may be charged for the cost of the repairs.
- (b) For rebuilding or reinstatement of your home if it is destroyed or damaged beyond economic repair, by fire, flood or any other accident.

This does not affect any obligation the Council may have to re-house you, following an incident of this nature.

- (c) For repairing or maintaining anything which you are entitled to remove from your home at the end of your tenancy.
- (d) For repairing or maintaining anything, which you have built, fitted or installed without written permission from the Council.
- (e) For repairing and maintaining smoke alarms fitted by the Council as these do not form part of the structure.

3.2 Your Responsibilities

- (a) You must carry out small repairs (for example unblocking sinks, replacing internal door handles). If the Council carries out such repairs you may be charged for the cost of the repairs.
- (b) You are responsible for decorating inside your home.
- (c) You are responsible for repairing and maintaining your own household equipment and appliances.
- (d) You must immediately report any other damage, faults or disrepair to any One Stop Shop or the Contact Centre.
- (e) You must allow Council Workers or people sent by the Council into your home to inspect, carry out repairs or do any other works which are necessary to your home or adjoining properties. Usually the Council will give you reasonable notice but in emergencies the Council will need access immediately and if necessary the Council will force entry to your home. If the Council does force entry to your home it will make sure your home is left secure.
- (f) If your home has been fitted with a smoke alarm by the Council, you are responsible for keeping the smoke alarm in good working order and in good condition and in particular for replacing the batteries when necessary.

Note

You are not responsible for carrying out repairs, which are necessary through wear and tear, or lapse of time.

4. IMPROVEMENTS AND ALTERATIONS

- (a) You must ask the Council for written permission if you wish to carry out any improvements, additions or alterations to your home.
- (b) The Council will not unreasonably refuse to give its permission but may require you to carry out the works to appropriate standards.
- (c) You may also have to obtain planning permission or building regulation approval before you start work.

5. NUISANCE AND HARASSMENT

- (a) You are responsible for the behaviour of every person (including children) living or visiting your home. You are responsible for them in your home and garden, on surrounding land, in communal areas (for example stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality or neighbourhood around you home.
- (b) You or any person living in or visiting your home must not do anything, which is likely to be a nuisance or annoyance to your neighbours, their children or visitors, or to any person visiting or engaging in their business in the locality or neighbourhood around your home or to any Council Officer.
- (c) You or any person living in or visiting your home must not commit any form of harassment which:
 - (i) interferes with or is likely to interfere with the peace and comfort of, or cause offence to any other tenant or any person living in or visiting your home;
 - (ii) causes offence, or is likely to cause offence to an Officer of the Council or interferes with or is likely to interfere with the lawful business of an Officer of the Council.

Examples of harassment include racist behaviour or language, using or threatening to use violence, using abusive or insulting language; damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti.

- (d) You or any person living in or visiting your home must not use your home or any communal area for illegal or immoral activity (for example, selling or using drugs, prostitution).
- (e) You must not inflict violence or threaten violence against any other person living with you or in another Council owned property. You must not harass or use mental, emotional or sexual abuse or violence to make anyone who lives with you leave your home.
- (f) If you are convicted of an arrestable offence in the locality or neighbourhood around your home the Council may consider seeking possession of your home.

6. VEHICLES AND PARKING

- (a) You must not park a vehicle anywhere on your property except in a garage or a “hard-standing” (which is a driveway or paved area intended for parking).
- (b) You must not park a caravan, motor home, boat or trailer on your garden, driveway, paved area around your home or on any communal parking areas, unless you have the written permission of the Council.
- (c) You or any person living in or visiting your home must not park anywhere that would obstruct emergency services.
- (d) You must not park an un-roadworthy vehicle anywhere on land around your home or on the road.
- (e) You must not do major car repairs on the land around your home or on the road.

7. PETS

- (a) Tenants of flats in a building with a communal entrance must not keep dogs or cats unless the flat has its own separate entrance.
- (b) Tenants in any sheltered scheme which has a communal lounge must not keep dogs or cats.
- (c) Tenants of other types of properties may keep dogs and/or cats provided they are kept under proper control and do not cause a nuisance or annoyance or frighten other people or cause damage to any property.
- (d) You must not keep any animal the Council decides is unsuitable for your home. If you are in any doubt please contact your Tenancy Officer.

8. AERIALS AND SATELLITE/SKY DISHES

- (a) You must obtain written permission from the Council before putting up any aerial (including T.V., C.B. or Satellite/Sky dishes). You may also require planning permission, particularly if you live in a flat. **You must check this with the Council's Planning Department.**
- (b) If the Council repairs any damage caused to your home by the installation, presence or removal of the aerial/dish, you may be charged for the cost of these repairs.
- (c) You are responsible for repairing and maintaining any aerials/dishes on your home.

9. INFLAMMABLE AND DANGEROUS MATERIALS

You must not keep or use any paraffin, petrol, bottled gas or any other dangerous materials in your home or in communal areas or allow anyone else living in or visiting your home to do so without first getting the Council's written permission.

10. USE OF YOUR HOME

- (a) You must use your Council property as your main home.
- (b) You must not have more people living in your home than the maximum number allowed. If you are unsure what is the maximum number allowed, please ask your Tenancy Officer.
- (c) If you will be away from your home for more than a month you must first tell your Tenancy Officer.
- (d) You must not run a business from your home or allow anyone else to do so without first getting the Council's written permission. You may also need planning permission.
- (e) You must keep your garden tidy and clear of rubbish.
- (f) You must not trim or cut down any trees in your garden without first getting the Council's written permission.

11. LODGERS AND SUB-LETTING

- (a) You may take in lodgers
- (b) You may sub-let **PART** of your home provided you have the Council's written permission.
- (c) You must not sub-let or part with the whole of your home.

12. EXCHANGING YOUR COUNCIL HOME

- (a) You have the right to swap your home with another Council tenant (this is called a mutual exchange) but you must first get the Council's written permission. The Council will only refuse permission if:
 - the Council is taking action against any of the tenants involved
 - one of the homes would be overcrowded
 - one of the homes would be too large for the new occupiers
 - the exchange would mean that a home adapted for people with special needs would have no one living there who needed the adaptations.
- (b) The Council may also set certain conditions which you must meet before the mutual exchange can go ahead, namely:
 - you must not owe any rent
 - if you have broken any of the other conditions of this Tenancy Agreement you must first put that right before an exchange can be approved.

13. LEAVING YOUR HOME AND ENDING YOUR TENANCY

- (a) You must give the Council at least 4 weeks' notice in writing before you want to leave your home. The notice period must end by 12 noon on a Monday.
- (b) You must leave your home on or before the end of your notice period. You must also hand in to any One Stop Shop, all the keys to the property on or before the end of your notice period and if you do not the Council may charge you rent for every week until the Council recovers the property.
- (c) If you are joint tenants any one of you can end the tenancy by giving the Council 4 weeks' notice.
- (d) You must leave your home, the fixtures and any furnishings the Council has provided in good condition.
- (e) The Council will charge you for repair or replacement if damage has been caused to your home deliberately or by your own neglect and for any minor repairs which you should have done. You will not have to pay for normal wear and tear.
- (f) You must not leave anyone else in your home when you leave.
- (g) Do not leave any of your belongings behind. If you do, the Council may treat them as rubbish and dispose of them. The Council may charge you for the cost of clearing the property.

INTRODUCTORY TENANTS ONLY

Unless you are transferring from a secure tenancy, you will start your tenancy as an 'introductory tenant'.

Your introductory tenancy will last for one year. If you do not break any of the tenancy conditions during this time and the Council does not take action against you, you will automatically become a 'secure tenant'.

If, during your introductory tenancy, you break any of the conditions, in this agreement or there is any other reason under housing legislation or any future laws which persuades the Council to get involved, the Council may take action to end your tenancy before you become a secure tenant. For more detail please read the leaflet on Introductory Tenancies.

By law, during your introductory tenancy, you do not have the same rights as a 'secure tenant'. **You cannot:**

- **apply for the right to buy your home**
- **vote for a change to a new landlord**
- **sub-let your home**
- **make a structural change to the property**
- **apply to exchange your home**

In certain circumstances the Council may let you take in a lodger or someone to provide you with support and care. You must get the Council's written permission first. The Council may refuse permission if you do not meet certain conditions. Please ask your Tenancy Officer for more information.

The following tenancy conditions apply to 'secure tenant's only and do not apply during the introductory tenancy:

Clause 1 (c) and (d) on page 2
Clause 11 (a) and (b) on page 7
Clause 12 (a) and (b) on page 8

YOUR TENANCY AGREEMENT

This Tenancy Agreement is between Redditch Borough Council and

the tenant(s)

The address of the property rented in this Agreement is:

--

There are two kinds of tenancy:

- introductory tenancy
- secure tenancy

This Agreement is for both kinds of tenancy. It tells you which parts apply to each type of tenancy.

This weekly tenancy starts from

--

Your weekly rent starts from
(first Monday from date tenancy starts)

--

It is an introductory tenancy ☐

It is a secure tenancy ☐

The earliest date that your introductory tenancy will become a secure tenancy is:

--

PROPERTY DETAILS	
Property Type:	
Number of Bedrooms:	
Weekly Net Rent:	
Service/Heating Charge:	£
TOTAL WEEKLY RENT DUE:	£

I/We have read and understand these Tenancy Conditions:

I/We confirm that the details given on my application form are correct.

I/We agree to abide by the Conditions set out in this Tenancy Agreement.

I/We confirm that I understand how an Introductory Tenancy affects me/us.

Tenant's Signature:

Date:.....

1.....

2.....

Signed on behalf of the Council:..... **Date:**.....

YOUR TENANCY AGREEMENT

This Tenancy Agreement is between Redditch Borough Council and

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--

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(first Monday from date tenancy starts)

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It is an introductory tenancy ☐

It is a secure tenancy ☐

The earliest date that your introductory tenancy will become a secure tenancy is:

--

PROPERTY DETAILS	
Property Type:	
Number of Bedrooms:	
Weekly Net Rent:	
Service/Heating Charge:	£
TOTAL WEEKLY RENT DUE:	£

I/We have read and understand these Tenancy Conditions:

I/We confirm that the details given on my application form are correct.

I/We agree to abide by the Conditions set out in this Tenancy Agreement.

I/We confirm that I understand how an Introductory Tenancy affects me/us.

Tenant's Signature:

Date:.....

1.....

2.....

Signed on behalf of the Council:..... **Date:**.....

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REDDITCH BOROUGH COUNCIL**EXECUTIVE**9th July 2019**HOUSING STRATEGIC IMPROVEMENT/ACTION PLAN - PROGRESS REPORT**

Relevant Portfolio Holder	Cllr Craig Warhurst
Portfolio Holder Consulted	Yes
Relevant Head of Service	Sue Hanley, Deputy Chief Executive
Wards Affected	All Wards
Non-Key Decision - Yes	

1. SUMMARY OF PROPOSALS

The report provides a further progress report detailing the actions taken to delivery on the Housing Strategic Improvement / Action Plan which was originally endorsed in September 2018.

2. RECOMMENDATIONS

The Executive Committee will be asked to **RESOLVE** that

2.1 Executive consider the content of the report and endorse the progress reports for each of the items detailed.

3. KEY ISSUES**Financial Implications**

3.1 There are no new financial implications as a result of this report, however reference is made to the Housing Revenue Account (HRA) outturns for 2018/19 and relevant updates contained within Section 2 of the Improvement Plan.

Legal Implications

3.2 The Council has a range of statutory duties to fulfil as a social landlord. Officers are required to comply with corporate policies, financial regulations, contract procedure rules and statutory returns.

3.3 Background Information

3.3.1 Members will recall that Executive Committee in September 2018 agreed a number of key decisions regarding Housing Services including the endorsement of a Strategic Improvement/ Action Plan.

REDDITCH BOROUGH COUNCIL**EXECUTIVE****9th July 2019**

- 3.3.2 This report is a further update report to Members providing the detail of progress made in the wholesale delivery of change, improvement and developments within Housing Services over the forthcoming 18 months to 2 years.
- 3.3.3 Executive are asked to specifically note the additional detail provided for the relevant sections, and specifically those revisions to actions and timescales originally proposed in the plan.

Section 1: Corporate

- 3.3.4 The majority of corporate actions have been progressed as envisaged. It is however reiterated to Members that the programme of cultural change within housing and indeed across all of our organisation(s) will be delivered and supported over a much longer timeframe as detailed in the plan.
- 3.3.5 Action Plan 1.2 – Leadership/Management Development Programme – A package of arrangements to support leadership development, whilst currently in preparation, has not yet been considered corporately. A revised timescale is proposed of October 2019.
- 3.3.6 Action Plan 1.6 – Review of Housing & Community Services Management Team
Action Plan 1.7 – Review of Housing Capital, Property & Compliance Teams
Members were advised in February 2019 that implementation plans and timelines for the two major management reviews would be shared at the point of consultation. This has now been undertaken for the Housing & Community Services Management Team, however, due to delays in the Housing Capital/Property team review, it is envisaged that detailed timelines alongside the launch of formal consultation for these services will be undertaken by the end of July 2019.

Section 2: Finance

- 3.3.7 Members are provided with updates for each of the actions however reference is made to the HRA revenue outturn report, which will be considered as a separate report to this Executive Committee.

Section 3: Staffing/Service Reviews

- 3.3.8 Work has progressed in all the identified priority service areas however the following reviews will have revised timescales for delivery proposed when the Senior Managers are in post:-
- Review of Housing Management Services
 - Review of Performance Management Team

EXECUTIVE**9th July 2019**

- Review of Repairs & Maintenance Team(s)

3.3.9 The Gas Business Case for which external consultants have been commissioned, will be presented to Executive Committee for consideration in October 2019.

Section 5: Compliance & Capital Works

3.3.10 Delivery of a comprehensive stock condition survey is critical in providing the basis for future resources and programme(s) of capital works to the housing stock.

3.3.11 A full update on the stock condition survey is detailed within the improvement plan, with completion date for the survey work expected by 30th November 2019. Thereafter a five year capital programme will be developed and proposed (subject to full consultation) by the 31st March 2020.

Section 8: Governance/Performance/Measures

3.3.12 Members endorsed a new/revised full set of strategic and operational measures in consultation with the Portfolio Holder and Corporate Management Team in January/February 2019. The majority of these measures have now been placed on the Council's dashboard, and whilst the vast majority are now being reported and updated on the 10th of each calendar month, the following measures are still to be populated:-

Strategic Measures

- % of rent collected;
- Local authority rent accounts in technical arrears;
- Balance of local authority rents in technical arrears;
- Homeless – duty relieved.

Operational Measures

- Average length of time in temporary accommodation.
- Gas servicing – new gas installations.
- Right to Buys in progress (by stage of application).

3.3.13 Measures are being regularly monitored and reviewed by the Heads of Service and Managers, and are a mix of qualitative, leading and lagging measures. Data and measures help our understanding of what is working, what isn't working and where our focus of attention is needed in real time.

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- 3.3.14 As we continue to improve our data and make the systems corrections we will ultimately make better decisions for our tenants and residents.

Section 9: Housing Management IT System

- 3.3.15 A full update is provided regarding the procurement of a new Housing IT system to support all aspects of the business, which Members have previously agreed to fund.
- 3.3.16 The timescale to open up to procurement is June 2019, with award of tender by September 2019. Whilst a huge amount of development work has been undertaken to date, this project/work/ implementation will continue for a number of years.

Overview

- 3.3.17 All of the identified areas within the Improvement Plan are being developed, managed and regularly reported.
- 3.3.18 The Plan(s) still remain ambitious and focused on priority areas, however given the number of issues which have presented during the last ten months, are by necessity regularly revised and updated. This is essential to ensure they remain achievable but also integrated and progressive with buy in and support from Members, Managers, staff and the Trade Unions.

Human Resource & Staffing Implications

- 3.4 All of the management and service reviews which are both currently ongoing and those programmed to be undertaken will be undertaken in accordance with endorsed Human Resource Service Review and Change Management policies. Full consultation will be undertaken with the Trade Unions and all staff impacted by any review proposal(s).

Customer / Equalities and Diversity Implications

- 3.5 A wide range of people, groups of people and our communities are affected by the plan/proposed actions. Specifically tenants, future tenants, leaseholders, residents of the Borough and those seeking support and advice in all housing matters.

4. RISK MANAGEMENT

Risk logs are maintained and regularly reviewed at both corporate and service levels and reported to Members as part of these progress reports.

The following risks are categorised as high risk areas for the service(s):-

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- Failure to effectively manage housing repairs and maintenance.
- Failure to deliver on compliance and health and safety
 - Non-compliance with Asbestos Regulations.
 - Non-compliance with Regulatory Reform (Fire Safety) Order.
- Financial risks – Housing Revenue Account and General Fund – longer term financial sustainability.
- Failure of Housing IT system (whilst new system is in process of being procured).
 - GDPR compliance with Allocations Policy.

5. APPENDICES

Appendix 1: Strategic Improvement/Action Plan – June/July 2019

6. BACKGROUND PAPERS

- Housing/Housing Revenue Account – Overview and Improvement Plan – 11th September 2018
- HRA Revenue Monitoring Report 2018/19 & Outturn

7. AUTHOR OF REPORT

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STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

1. CORPORATE

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
1.1	Capital Procurement & Contracts	Jayne Pickering/ Claire Felton	October 2018	Comprehensive assurance/ audit report to Audit, Governance & Standards Committee	Completed Oct 2018. Further update report to Audit, Governance & Standards October 2019.
1.2	Delivery to Strategic Purpose	Sue Hanley Deb Poole	Throughout recovery plan Revised date October 2019	Delivery of actions to plan:- <ul style="list-style-type: none"> • Member briefings • Staff briefings • Team briefings <ul style="list-style-type: none"> • Review of Corporate Plan Priorities March 2019 <ul style="list-style-type: none"> • Leadership/ Management Development Programme 	Monitoring/Progress Reports:- 5 th February 2019 9 th July 2019 All Member & Staff Briefings undertaken and further briefings planned. Corporate Plan priorities in preparation. Report to Executive September 2019 In development.
1.3	Cultural change	Sue Hanley/ CMT	August 2018 ↓ August 2021	Team/individual purpose plans <ul style="list-style-type: none"> • Manager/team identification of improvement plan(s) • Whole programme of change via Staff Survey Programme Board 	Full review and action plan endorsed by CMT 9 th May 2019. Full programme of actions to be launched alongside review of vision, principles and culture/team actions from September 2019.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
1.3 contd					To be undertaken throughout the whole organisation (including Housing Services).
1.4	Senior Leadership Team - appraisals	Kevin Dicks Annual CX appraisal to be undertaken by Leader/ Deputy Leader	March 2019	<ul style="list-style-type: none"> Ensure all appraisals/ supervision is undertaken throughout organisation top to bottom 	Chief Executive Appraisal completed April 2019.
	Directors/HoS/All Managers – Appraisals	Kevin Dicks/ Sue Hanley/ Jayne Pickering /HoS	March 2019		Appraisals for HOS responsible for Housing completed in March 2019
	Performance Management Arrangements	Sue Hanley Judith Willis Guy Revans	March 2019	<ul style="list-style-type: none"> Performance Management arrangements for all housing services teams 	Completed. Heads of Service(s) have performance management arrangements in place.
1.5	Leadership & Management Arrangements	Kevin Dicks	April 2019	<ul style="list-style-type: none"> Senior Management Team Review 	Currently being considered
			Sept 2018	<ul style="list-style-type: none"> Formalise arrangements for lead HoS arrangements post consultation 	Completed (Oct 2018) J Willis & G Revans confirmed as HoS
1.6	Review of Housing & Community Services Management Team	Judith Willis	January 2019	<ul style="list-style-type: none"> Service Review Proposals Consultation Staff/TUs Implement Management Team 	Service review completed and implemented at the beginning of June 2019

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
					Two remaining vacant management posts are currently being advertised.
1.7	Review of Housing Capital/ Property/Compliance Team(s)	Guy Revans	December 2018 July 2019	<ul style="list-style-type: none"> • Service Review Proposals • Consultation Staff/TUs • Implement Management Team 	<p>The service structure has been completed & this & the review pack has been endorsed by CMT. All new posts will be evaluated in the next 2 weeks. Due to pressures and current capacity issues, (including staffing and disciplinary matters) requiring considerable time for both HR and the HoS, finalising the review has been delayed.</p> <p>External support, commissioned by the HR & OD Manager, has taken place to ensure that the service review is completed. It is expected that the service review will proceed to Trade Union and staff consultation in early July 2019.</p>

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

2. FINANCE

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
2.1	HRA Viability Plan	Jayne Pickering/ Chris Forrester	Completed	Short to medium term budget created incorporating feedback from CMT, removing budgets no longer required. Option exists to start using affordable rents given the primary focus is revenue as the capital programme has been scaled pending outcomes from the stock condition survey. Future modelling around repairs & maintenance will also then be undertaken. Once the new build programme is understood, capital modelling will be more useful and carried out.	Awaiting outcome of stock condition survey. Financial implications will follow the results of the survey. The viability plan will include income projections and associated costs. Awaiting specialist costings in relation to the proposed new developments. Anticipated end July 2019.
2.2	30 Year Business Plan	Sue Hanley/ Jayne Pickering/ Chris Forrester	Spreadsheets in place ready to be populated	Requires information from stock condition survey	Financial implications will follow the results of the survey.
2.3	Medium Term Financial Plan	Sue Hanley/ Jayne Pickering/ Chris Forrester	March 2019	As per viability plan	Approved 2019/20 budget currently active for monitoring purposes but this will be reviewed and presented once stock condition survey results received and factored into the financial model.
2.4	Housing Growth Plan	Sue Hanley/ Judith Willis/ Chris Forrester	September 2018	<ul style="list-style-type: none"> Continue to develop working model(s) to develop a build programme. 	Report submitted to Executive Committee in October 2018.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
2.4 contd		Matthew Bough/ Derek Allen	October 2018	<ul style="list-style-type: none"> Report to Executive – October 2018 – land/site disposals (HRA land/sites). 	<p>Endorsed by Council with agreement to declare 10 Council-owned sites surplus.</p> <p>Construction consultants Baily Garner subsequently engaged and focusing on Loxley Close and Edgeworth Close as early priority sites, taking on all matters up to and including securing planning permission to build on the agreed sites.</p> <p>Various pre-planning meetings have taken place and planning applications are being prepared for both sites. It is anticipated these will be submitted for consideration in August or September 2019. Public consultation over the proposals is currently scheduled w/c 22nd July 2019.</p>

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
2.4 contd					Since the start of 2019 13 buy back properties have been purchased. 5 of these properties have been purchased in the current financial year.
2.5	Income Growth	Guy Revans/ Judith Willis	March 2019 March 2019 Dec 2018 November 2019	<ul style="list-style-type: none"> Review & update recharges Review & update service charges Consider affordable rents and seek member view Review & update fees and charges 	<p>Completed March 2019 – Further policy work required (see below).</p> <p>Completed October 2018</p> <p>Further review for 2020/21 to be undertaken.</p> <p>A report will be presented to Executive Committee in September 2019 seeking Member consideration of a revised recharges policy with recommendations for proposed charges.</p>

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
2.5 contd					Further work is being undertaken during 2019 to greater understand full costs and recovery. Fully revised fees and charges will be submitted/ proposed during this year's fees and charges process for 2020/21.
2.6	Review of Revenue Spending by all service areas	Guy Revans/ Judith Willis	Feb 2019 (for budget planning) April 2019 to Nov 2019 for 2020/21.	<ul style="list-style-type: none"> • Staffing • Contracts • Materials • Support and administration 	All budgets are reviewed on a monthly basis. This showed that spend in some areas was higher than the budgeted figure therefore an essential spend only was put in place for the last quarter of 2018/19. Whilst better processes for agreeing and monitoring contract works are now in place, there are still challenges in effective monitoring and control.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
2.6 contd					Productivity within a number of areas has resulted in higher contractor spend with a resultant overspend in Housing Property (R&M). Work is now taking place to ensure revised procedures are in place to identify budgetary issues earlier to proactively manage demand led budgets.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

3. STAFFING/SERVICE REVIEWS

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
3.1	Review of Housing Options & Advisory Team	Judith Willis/ Paul Calland	Proposals January 2019	<ul style="list-style-type: none"> • Service Review Proposals • Consultation Staff/TUs • Implement Management Team 	Service review completed and implemented in April 2019. Housing Options Manager and a 0.5 fte Officer to be recruited to. Otherwise all permanent officer posts recruited. As a result of a national shortage of Housing Options Officers, career graded posts were established and training plans are in place for these staff. Agency staffing costs have reduced as a consequence.
3.2	Housing Older Peoples Accommodations Review including St. David's House Category A Schemes	Judith Willis	Revised date July 2019	<ul style="list-style-type: none"> • Review funding allocation from WCC, currently being negotiated • Review Older Persons Strategy • Gather demand data • Understand the flow • Identify waste • Identify legal requirements • Links to allocation policy review 	WCC funding has been confirmed for 2019/20 but is still subject to risk in future years. Due to the delay in the management structure review and a CQC inspection, the Older Persons review will be out to consultation in July 2019.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
3.2 contd					Job evaluation has been completed on any new posts. The review will include the Home Support service.
3.3	Gas Services Business Case	Guy Revans	Present to Executive in October 2019	<ul style="list-style-type: none"> • Understand the work flows • Identify waste & efficiencies • Identify legal requirements • Prepare business case • Review & draft staffing structures • Consult with Staff/TUs • Implement new structure 	External consultants commissioned to develop the Business Case
3.4	Review of Housing Management Services	Judith Willis	March 2019 ↓ Dec 2019 (Revised timescales proposed) October 2019 ↓ May 2020	<ul style="list-style-type: none"> • Understand the work flows • Identify waste & efficiencies • Identify legal requirements • Tenant involvement • Prepare business case • Review & draft staffing structures • Consult with Staff/TUs • Implement new structure 	This action will be progressed once action 1.6 has been implemented and the new Tenancy & Advisory Manager is in post.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
3.5	Review of Performance Management Team	Judith Willis	March 2019 ↓ Dec 2019 (Revised timescales proposed) October 2019 ↓ May 2020	<ul style="list-style-type: none"> • Understand the work flows • Identify waste • Identify legal requirements • Tenant involvement • Review & draft staffing structures • Prepare business case • Consult with Staff/TUs • Implement new structure 	This action will be progressed once action 1.6 has been implemented. This will commence in September 2019 in order to compliment 2.4 above.
3.6	Review of All Repairs & Maintenance Teams	Guy Revans/ Ian Roberts	Commence review October 2019	<ul style="list-style-type: none"> • Understand the work flows • Identify waste • Identify legal requirements • Tenant involvement • Review & draft staffing structures • Prepare business case • Consult with Staff/TUs • Implement new structure 	This review will commence once the revised management structure is in place.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

4. VOIDS

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
4.1	Review process end to end	Paul Calland	30 th Oct 2018	<ul style="list-style-type: none"> Understand the work flows Identify waste & efficiencies Identify legal requirements Links to allocations & policy review 	Void processes reviewed and amended, awaiting completion of IT procurement to finish/complete.
4.2	Redesign voids process	Paul Calland	30 th November 2018	<ul style="list-style-type: none"> Tenant involvement Clarify roles and responsibilities 	Comprehensive testing of tenant views was not fully completed due to resource/pressures in the team. This work/engagement will be prioritised for early autumn 2019.
4.3	Agree voids standard	Paul Calland	30 th November 2018	End to end	Draft standards have been produced and are ready for consultation by end of July 2019.
4.4	Agree measures	Judith Willis Guy Revans Paul Calland	31 st December 2018	<ul style="list-style-type: none"> Discuss at DMT & with Portfolio Holder(s) Consider good practice elsewhere Draft & trial measures Refine & implement 	Void measures agreed at Executive Committee February 2019. Weekly monitoring of voids with details widely circulated.
4.5	Restructure service delivery and workforce	Judith Willis Guy Revans	31 st March 2019	<ul style="list-style-type: none"> Review & draft staffing structures Prepare business case Consult with staff/TUs Implement new structure 	This will start once the revised management structure and new IT system is in place. See section 3.4 & 3.6

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
4.6	Look at how we prevent damage to properties that leads to large scale refurbishment projects	Paul Calland Jas Sidhu Ian Roberts Jayne Baylis	31 st December 2018	<ul style="list-style-type: none"> Develop a risk based inspection programme Review enforcement procedures & how this is communicated to tenants 	Lack of IT has delayed an effective trial. Stock inspection visits agreed and subject to role definitions and duties as part of the management and staffing reviews.
4.7	Look at recharges and enforcement policy and procedures – draft policy.	Ian Roberts	March 2019		Report to Executive Committee September 2019.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

5. COMPLIANCE/CAPITAL WORKS

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
5.1	Undertake Stock Condition Survey and analyse results	Jas Sidhu/ Guy Revans	Revised timescale December 2019	Commission Stock Condition Survey and appropriate software to gather and analyse data. Draft indicative results December 2018 and full analysis by March 2019	<p>Stock Condition Survey agreed and software acquired and populated with required information. Recruitment of team from external firm during January/ February 2019.</p> <p>The stock condition survey is well underway and Phase 1 has been completed with 1153 surveys undertaken on independent assets. 98% of blocks surveyed.</p> <p>Phase 2 was started as soon as Phase 1 was completed to ensure continuity with surveyors. A further 322 assets/ properties have been surveyed in Phase 2. The project is due to be completed by 30 November 2019.</p>

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
5.1 contd					<p>The Asprey system is now in 'User Acceptance Testing' stage.</p> <ul style="list-style-type: none"> • Asset register 100% complete • Component register 100% complete • Schedule of Rates 100% complete • Reporting & Decent Homes Rules 100% complete • HHSRS assessment rules 100% complete <p>Corporate assets have now been added to the Asset Management system to ensure consistency throughout the Council in managing assets. The Senior Contracts Manager & Property Services Manager are working closely to ensure the correct</p>

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
5.1 contd					<p>attributes and components are loaded into the system.</p> <p>The completion for the Asset Management system including the compliance modules which cover:- Asbestos; Fire Risk Assessments; Electrical testing; Legionella are due to go live for all the modules as follows:-</p> <p>Core Asset Management system 31/10/19</p> <p>Compliance Modules 30/11/19</p> <p>The delay on the system going live will now be aligned to the implementation of the new structures in the Housing Property teams.</p>

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
5.1 contd					The decision has been taken to train all staff on the new asset management systems together. This will ensure a consistent approach and also save costs on further training.
5.2	Agree resource framework for capital works	Jas Sidhu/ Guy Revans/ Finance	December 2018	Set indicative capital budget for 2019/20	A reduced capital budget forms part of the HRA budget for 2019/20. Completed
5.3	Develop and agree 5 year programme of works	Jas Sidhu/ Guy Revans	March 2020	Consult with members and tenants on priorities and programme timetable	Ongoing but subject to stock condition survey. Subject to the stock condition survey we envisage the 5 year capital programme will be completed and validated by 31/12/19. Following this a programme of works will be proposed subject to consultation with Members and tenants.

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
5.3 contd					This will be undertaken by the end of this financial year (31/3/20).
5.4	Review and agree procurement framework for major works programme	Jas Sidhu/ Guy Revans	March 2020	Programme to be drawn up with prioritised works/programme	These actions will be programmed upon completion of Phase 2 of the stock condition survey. This will allow robust sample sizes to inform the Council of its major works programme over the next 5, 10 and 30 years.
5.5	Develop Asset Management Strategy	Jas Sidhu/ Guy Revans	March 2020	Prepare draft strategy	Research work into good local authority & housing association asset management strategies has been undertaken. Previous actions 5.1, 5.3 & 5.4 confirm status/ progress.
5.6	Embed Stock Condition Survey (SCS) into new housing management IT systems, if appropriate	Jas Sidhu/ IT Project team	2019/20	Build into the Housing Project Board Work Plan	Asset Management has been included in the specification for the new Housing Management IT System.

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6. POLICY/PROCEDURES

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
6.1	Review of Allocations Policy	Judith Willis/ Amanda Delahunty	October/ November 2018 ↓ April 2019	<ul style="list-style-type: none"> • Report to Executive/ Council • Undertake required consultations • Finalise policy • Implement with required IT system • Train staff on new policy • Ongoing review and update 	<p>Permission to consult on draft housing allocations policy agreed at Executive on 23rd November 2018. Consultation ended on 13th December 2018. Presentations delivered to all Locality offices, Community Safety & Housing Options teams. Consultation promoted through press releases, social media and poster campaign. Community Panel focus group undertaken 6th December 2018. Final policy agreed at Executive on 8th January 2019 with final approval at full Council on 28th January 2019. Completed.</p>
6.2	Review of Tenancy Agreement and Handbook	Judith Willis Jayne Baylis	March 2019	<ul style="list-style-type: none"> • Gain feedback on current agreement • Consult with tenants • Draft new Agreement & handbook 	The Tenancy Agreement and handbook have been reviewed and updated.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
6.2 contd				<ul style="list-style-type: none"> Seek approval via Executive Committee Make available on-line 	A report will be presented to Executive Committee in July 2019 to approve the updated documents, following which tenant consultation will take place with final sign off by Executive Committee in September 2019.
6.3	Review Tenant Engagement Arrangements with tenant involvement in all service reform/policy review	Sue Hanley Guy Revans Judith Willis	Sept 2018 ↓ 2020	<ul style="list-style-type: none"> Tenant consultation on all review of policy/procedures Programme of reviews to be agreed Wider place/locality based engagement to be considered 	Several surveys have been conducted and we now have a group of tenants who have expressed an interest in being involved in the development of our services, which we will use for future reviews and consultations. Work ongoing with the Policy team to conduct another short survey for those properties which go through the voids/let process at Q2 this year. This was pencilled in for Q1, however due to staff shortages, has been rescheduled.

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
					We will be producing the annual report for Housing tenants in Q2. This will be issued to all tenants with their quarterly statements in October 2019.

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7. REPAIRS & MAINTENANCE

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
7.1	Review of R&M service and processes end to end (including repairs & maintenance, voids, aids & adaptations)	Ian Roberts	Revised date to commence October 2019 ↓ May 2020	<ul style="list-style-type: none"> Understand the work flows Identify waste & efficiencies Identify legal requirements Links to voids and aids and adaptations 	Will form part of the review of R&M service, subject to the structural arrangement and appointments. Timeline revised as Members advised would be required within last progress report (Feb 2019).
7.2	Redesign R&M processes	Ian Roberts	31 st March 2020 Revised to May 2020	<ul style="list-style-type: none"> Tenant involvement Clarify roles and responsibilities Risk based inspection regime Agree what work to be undertaken in-house and that commissioned externally 	Forms part of the review of R&M services
7.3	Agree Schedule of Rates service and quality standards, including performance and productivity arrangements (workforce & external provision)	Ian Roberts	Phase 1 30 th Sept 2019 Phase 2 31 st March 2020	<ul style="list-style-type: none"> Team and individual performance plans 	Phase 1 (Pilot) - Work has started with the in-house electricians team by the Senior Contracts Manager with support from the Housing Property Services Manager.

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REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
7.3 contd					<p>New working methods developed for:-</p> <ul style="list-style-type: none"> • Voids Pre Surveys • EICR category repairs • Standard Minute Values • Schedule of Rates • Key measures for operational & management targets • Labour assessments/ productivity measures • Material usage per job/ contract • Van stock replenishment • Daily/weekly/ monthly work review/ records • Skills & Training Matrix <p><u>Phase 2</u> – Systems & processes which have been developed will be rolled out to the wider</p>

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
7.3 contd					<p>operatives and teams in Repairs & Maintenance and led by the Housing Property Services Manager.</p> <p>Note:- New systems and processes are dependent on the introduction of new Housing IT system in full so interim solutions are currently being investigated. Full implementation of the performance measures will be completed by 31/8/20 when the new system has been implemented.</p>
7.4	Agree measures	Guy Revans Ian Roberts	31 st March 2019	Consider revised measures	Contained within the new housing measures agreed by Members February 2019. Available on the dashboard.
7.5	Consider Recharges, Enforcement policy and procedures	Ian Roberts	31 st March 2019	<ul style="list-style-type: none"> Draft policy and procedures Tenant/Member involvement 	See comments in section 4.7

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

8. GOVERNANCE/PERFORMANCE/MEASURES

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
8.1	Provide progress reports to Executive Committee on delivery of Recovery/ Action Plan	Sue Hanley/ Judith Willis/ Guy Revans/	Quarterly commencing January 2019 April 2019 December 2019	Progress and Exception Report Revised Forward Plan dates for Executive and Overview & Scrutiny	Update reports provided to Executive February 2019 July 2019 December 2019 March or June 2020
8.2	Review the performance measures for landlord services (in the context of government expectations/ housing sector scorecard)	Jayne Baylis/ Ian Roberts/ Emma Cartwright/ Paul Calland	Sept 2018 ↓ Dec 2018	Report to CMT/ Housing Portfolio/ Members	Full suite of measures endorsed by Executive February 2019
8.3	Review the performance of non-landlord services (in the context of government expectations/ housing sector scorecard)	Brenda Holden/ Derek Allen/ Judith Willis/ Paul Calland	Sept 2018 ↓ Dec 2018	Report to CMT/Housing Portfolio Members	Review completed
8.4	Agree revised set of standards/ measures for housing services	Judith Willis/ Guy Revans/ Paul Calland	December 2018	To coincide with budget framework and revised structure for Housing Services and consult with Members	Agreed/ endorsed February 2019.
8.5	Review the scrutiny arrangements for landlord services	Sue Hanley/ Judith Willis/ Guy Revans	March 2019	Consultation with Members and tenants	Reports and pre scrutiny at Overview & Scrutiny Committee January 2019 and July 2019.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

9. HOUSING MANAGEMENT IT SYSTEM

REF	ISSUE	LEAD OFFICER(S)	TIMESCALE(S)	KEY ACTIONS/ TASKS	UPDATE/ PROGRESS REPORT
9.1	Recruitment of Project Team	Sue Hanley/ Judith Willis/ Guy Revans	Dec 2018	Subject to endorsement by Executive/ Council (Sept 2018)	Project Support Team fully in post May 2019 (Project Manager & 3 Project Support Officers)
9.2	Detailed specification	Sue Hanley/ Judith Willis/ Guy Revans	February 2019	Links to other systems	Detailed documentation ITT, Functional and Non-Functional Specifications completed on deadline for review by Legal Department and Anthony Collins Solicitors. Feedback due by no later than 14 th June 2019.
9.3	Procurement	Sue Hanley/ Judith Willis/ Guy Revans	March 2019		PIN notice on Due North Portal 10 th May 2019, on target to achieve Full Open OJEU Tender deadline end of June 2019. Demonstrations scheduled to take place in August.
9.4	Selection of supplier	Sue Hanley/ Judith Willis/ Guy Revans	May 2019		Selection/award of supplier on target to be achieved by September 2019.

STRATEGIC IMPROVEMENT/ACTION PLAN – JUNE/JULY 2019

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9.5	Implementation	Sue Hanley/ Judith Willis/ Guy Revans	April 2020		Saffron and Abritas elements are within the ITT document to begin implementation in April 2020 with a phased approach to remaining elements.

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