

# **BOROUGH OF BARROW-IN-FURNESS**

## **HOUSING MANAGEMENT FORUM**

Meeting: Thursday 23rd February, 2017  
at 2.00 p.m. (Committee Room No. 4)

Group Meetings at 1.15 p.m.

### **A G E N D A**

#### **PART ONE**

1. To note any items which the Chairman considers to be of an urgent nature.
2. Admission of Public and Press

To consider whether the public and press should be excluded from the meeting during consideration of any of the items on the agenda.

3. Declarations of Interest

To receive declarations by Members and/or co-optees of interests in respect of items on this Agenda.

Members are reminded that, in accordance with the revised Code of Conduct, they are required to declare any disclosable pecuniary interests or other registrable interests which have not already been declared in the Council's Register of Interests. (It is a criminal offence not to declare a disclosable pecuniary interest either in the Register or at the meeting).

Members may however, also decide, in the interests of clarity and transparency, to declare at this point in the meeting, any such disclosable pecuniary interests which they have already declared in the Register, as well as any other registrable or other interests.

4. Confirmation of the Minutes of the meeting held on 12th January, 2017 (copy attached).
5. Apologies for Absence/Changes in Membership.

#### **FOR DECISION**

##### **STRATEGIC PLANNING**

- (D) 6. Housing Maintenance Investment Programme 2017/18.

##### **OPERATIONAL**

- (D) 7. Tenancy Agreement Review.
- (R) 8. Cumbria Housing Partners.
- (D) 9. ASB Action Ltd Service Level Agreement 2017/2018.

**NOTE:** (D) – Delegated to the Executive Committee  
(R) – Referred to the Council

## **HOUSING MANAGEMENT FORUM MEMBERS:**

Councillors: K. Hamilton (Chairman)  
D. Barlow  
S. Blezard  
D. Brook  
J. Heath  
A. Johnston  
W. McEwan

Tenants Reps: Mandy Anderson  
Allan McIntosh  
Mervyn Gray  
(one vacant position)

Substitutes: Steven Lippett  
Two vacant positions

### **For queries regarding this agenda, please contact:**

Keely Fisher  
Democratic Services Officer  
Tel: 01229 876313  
Email: [ksfisher@barrowbc.gov.uk](mailto:ksfisher@barrowbc.gov.uk)

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## **HOUSING MANAGEMENT FORUM**

Meeting: Thursday 12th January, 2017  
at 2.00 p.m.

PRESENT:- Councillors Hamilton (Chairman), Blezard, Brook and McEwan.

Tenant Representatives:- Mrs M. Anderson, Mr A. McIntosh, Mr M. Gray and Mr E. Lynch.

Officers Present:- Colin Garnett (Assistant Director - Housing), Janice Sharp (Operations Manager), Keely Fisher (Democratic Services Officer) and Katie Pepper (Democratic and Electoral Services Apprentice).

### **74 – Minutes**

The Minutes of the meeting held on 10th November, 2016 were taken as read and confirmed.

### **75 – Housing Maintenance and Gas Servicing**

The Assistant Director - Housing reported that at the Housing Management Forum meeting held on 12th June, 2015 Members had agreed to the appointment of suitably qualified contractors to carry out responsive repairs and gas servicing to the Council's housing stock.

The Contracts were awarded for an initial period of 3 years with a possible extension of 1 year followed by a further three extensions of 2 years.

His report sought to update Members on the progress made during the first twelve months of the contract and included a review of the services provided to date.

Sure Group had been appointed to undertake gas servicing and reactive gas repair works which included void property gas checks, day time and out of hours emergency provisions.

They had exceeded the Council's expectations with regard to the mobilisation and delivery of gas servicing and breakdown repairs within the Borough. The service provided by Sure Group offered a direct link between customers and the contractor. The remote help centre in Speke was available 24/7 on a freephone number.

Sure Group had a dedicated Barrow team to process and handle all of the Council's gas related enquiries from tenants. This direct service delivery model had led to both financial and efficiency savings for the Council as it required less staff to manage the gas servicing workload and allowed non-technical staff to be utilised on other aspects of the Housing Service as they no longer field calls from customers.

A summary of Sure Group's key performance indicators was shown below:-

- LGSR compliance 100%
- Servicing appointments made and kept 97.88%
- Breakdown appointments made and kept 99.27%
- Repairs fixed first time 98.00%
- Customer satisfaction 100%

Hughes Brothers had been appointed to undertake responsive repairs and void property repairs which included day time and out of hours emergency provisions.

They had made positive inroads and had significantly improved the delivery of the Council's responsive repairs service in the first twelve months of the contract.

The restructuring of staff and in particular supervision and administration in the Barrow Office had been a difficult task for Hughes Brothers' Management Team and created some initial operational difficulties around planning and scheduling of works.

Hughes Brothers had responded positively to rectify this initial performance shortfall and demonstrated a willingness to work with the Council and Procure Plus to facilitate service improvements. This had been exemplified by the recent review of the tendered SOR costs with Procure Plus and demonstrated the contractor's willingness to work with the Council to deliver value for money and service improvements.

Whilst Key Performance Indicators presently fell short of the required Housemark standard the trend was moving positively upwards and was improving with time. A summary of Hughes Brothers' key performance indicators is shown below:

- Number of appointments made and kept 84.77%
- Repairs fixed first time 96.05%
- Customer satisfaction 94.40%

**RECOMMENDED:-**

1. To note the contents of the report; and
2. To note that a further report would be presented in late summer to consider whether an extension should be offered in accordance with the Contract arrangements.

**76 – Planned Maintenance**

The Assistant Director - Housing reported information relating to the Planned Investment and Planned Maintenance Programme for 2016/17. The information is attached at **Appendix A** to these Minutes.

**RESOLVED:-** To note the Planned Investment and Planned Maintenance Report.

## REFERRED ITEMS

### THE FOLLOWING MATTERS ARE REFERRED TO COUNCIL FOR DECISION

#### 77 – Housing Revenue Account 2017/2018

The Assistant Director - Housing had submitted a proposed budget for the coming financial year 2017/18. Information about the Expected Outturn Budget and balances for the current year was also included.

He also provided feedback on the deliberations of the Housing Services Review Working Group (HSRWG).

Rents remained constrained by Government rent policy. The rent charges the Council could levy were therefore predetermined and as rents were the substantial income to the HRA, by implication, delivery of the Service would have to contend with falling revenue.

Having sought to quantify the impact annually there would be a loss of rent of around the c£200k a year figure each year through to 2019/20. The wider picture, however, was if the implications on the Housing Services 30 year Business Plan were considered, the rent increases factored into it and on which investment in the stock was based, it was estimated the gap between what was “expected” and what was now likely to be the case was in the region of c£3.6m. The Assistant Director pointed out that there were a number of assumptions required to forecast over this period of time, Officers had used past experience to do so, but in short whilst these figures, should be viewed as “indicators” the implications were sufficiently concerning to ensure appropriate action was taken to provide a balanced HRA, and secondly to reconsider the longer term investment and management costs.

In recognition of this, the Housing Management Forum on 25th August 2016 had agreed to establish a Housing Service Review Working Group (HSRWG) including 4 Councillors and 1 Tenant representative. The purpose of the Group was to agree a Financial Strategy to respond to the above challenges. The Group had agreed a number of key principles as follows:-

1. The preferred approach to the problem was to agree a financial strategy based on “retention” of the housing stock and its management by the Council;
2. To ensure the HRA was balanced on an annual basis with no use of Reserves;
3. To protect as far as practical the investment programme;
4. To consider the short term loss of “cash” each year and propose areas for consideration; and
5. To then consider the longer term implications, and develop a Financial Plan accordingly.

A number of service areas were considered and either agreed as offering cost saving options, or others that required further consideration. At the time of the discussions the outturn of the 2016/17 budget was not yet completed and so savings over and

above the estimated lost rent was discussed on the basis of any savings required this year could be met.

A copy of the cost saving measures discussed at the HSRWG and their views on each were attached as an appendix to the report.

The current year Outturn and proposed 2017/18 HRA budget was also attached as an appendix to the report.

The proposed changes to the annual rent was in line with Section 19 of The Welfare Reform and Work Bill 2015 which last year brought into force rent reductions of 1% for 4 years (1% less than the amount that was payable by the tenant in the preceding 12 months).

“Target (formula) rent is determined as the rate of formula rent of 7th July, 2015 and a 1% reduction to the rate each year thereafter”.

This meant a further loss of rent income of approximately £117,177 for 2017/18. CPI (inflation index), which usually determined rent increases had risen to 1%, so in effect, by March 2020 the revised figure for loss to HRA was £1.2m.

The Assistant Director provided examples of the effect of applying the 1% decrease to a range of property types at the meeting.

Right to Buy had risen sharply this year to 22 and if this trend continued it would further reduce rent income.

In previous years, the Housing Management Forum had been asked to agree that Garage rents would increase at the same percentage rate as dwellings, however it was now recommended that the garages rise by 2% to keep their rents in line with local rates.

Any surpluses would be applied across the following as the Housing Service were expected to manage expenditure incurred in maintaining tenancies and stock from the rents collected:-

- (1) debt repayments; and
- (2) investment projects where the need or the return was clearly identifiable.

## **1. Expected Outturn Budget 2016/17**

The outturn for the year forecasted a net deficit of **£9,170**. Key factors were:-

- (1) Contributions from reserves for the Housing Management System had already been taken into account prior to the above result; and
- (2) Increase in the Employers National Insurance contributions in year.

## **2. Balances on the Expected Outturn for 2016/17**

The above was likely to result in the following movement in balances:-

2.1	Major Repair Reserve balance as at 31 March 2016	: <u>£1,416,693</u>
	Major Capital Works schemes from 2015-16	(£500,000)
	Roosegate Roofing scheme scheduled Jan-March 17 approved by HMF	(£250,000)
	Revised Reserve balance as at 31 March 2017	<u>£ 666,693</u>
2.2	Housing Revenue Account balance 31 March 2016	: <b>£1,544,849</b>
2.3	Forecast of Balance on Account	
	Housing Revenue Account as at 31 March 2016	: £1,544,849
	Housing Management System financed by reserves to March 2017	(£133,430)
	Forecast Deficit for 2016/17	(£ 9,170)
	Estimated Balance at year end	: <b>£1,402,249</b>
2.4	Voluntary Repayment Provision	
	Provision as at 31 March 2016	: £5,077,740
	Forecast Provision 2016/17	: <u>£1,165,980</u>
	Provision at year end	: <b>£6,243,720</b>

### **3 Proposed HRA Budget 2017/18**

The proposed HRA Budget 2017/18 was attached an appendix to the report and the following factors had been taken into account:-

3.1 The Settlements Payments Determination provided a budgetary and business planning framework for rental income, the management of tenancies and major repair and maintenance expenditure. However, the Welfare Reform and Work Bill 2015, brought into force rent reductions of 1% for a further 3 years.

3.2 The accumulated effect of the rent reductions for 2015/16 & 2017/18 was £516k.

By March 2020 the Assistant Director estimated a fall, in real terms, of around £3.6 million depending on inflation. At the same time, costs, particularly repairs and maintenance, were expected to increase with inflation regardless.

3.3 The changes to rent income placed certain constraints on the budget and forced the Housing Service to concentrate on the core activities of collecting rents, managing tenancies and keeping properties in a good state of repair. It was necessary to consider dropping certain periphery activities, although there were some which may continue like the sense of place, training and apprentice schemes because they were funded through existing repair/maintenance contractual arrangements.

- 3.4 The Assistant Director suggested that £50k be allocated to a contingency budget to fund initiatives that help tenants into work and training by improving employment opportunities and their employability and maintain the £15k area improvement initiative scheme and £10k funding for Tenants Forum.
- 3.5 Commission income from water charge collection were estimated at £191k. There were now 510 tenants on reduced tariffs and a further 22 tenants had received £6,837 from the United Utility Trust Fund charity.
- 3.6 The rollout of Universal Credit continued and had, as anticipated, increased arrears. There were 155 claimants and their arrears amounted to £96k.
- 3.7 Collection rates currently ran at 96.21% which was down 2% from last year.
- 3.8 The replacement Housing Management System (Civica CX) would go Live at the end of May this year. The cost was funded from the HRA balance and the investment should be recovered within 5 years from reduced annual support costs and staffing costs from more efficient working practices which would be realised over the next couple of years. The system itself was more easily managed, had a superior capability in predicting arrears and recovery actions and was a better aid to managers in improving performance.
- 3.9 The Voluntary Repayment Provision for 2017/18 would increase by £956,990.
- 3.10 The following had been taken out based on the direction of the HSRW to provide this budget:

Reduction of establishment costs £20k (Post ID OHS 270)  
 Reduced incentive budgets by £15K  
 Reduction of Voluntary repayment reduced by £209k  
 Removal of two temp posts in year £24k (planned to end summer 2017 to on implementation of Housing Management System)

Whilst the HSRWG identified potentially greater savings, they had not been required for 2017/18, but would be further considered as potential savings for future years.

#### 4 Dwelling Rents

- 4.1 The determination for 2017/18 was a 1% decrease to Barrow Borough Council rents as they were on 11th July, 2016

	52 Weeks	48 Weeks
2016/17	£76.13	£82.48
2017/18	£75.36	£81.65
<b>Decrease</b>	<b>1%</b>	<b>1%</b>

**Average Rent  
decrease over 48  
weeks**

**83p**



- 4.2 Further details of the resultant rents for different property types were attached an appendix to the report. Rents on an individual property basis would differ.
- 4.3 The Housing Major Repairs and Maintenance Budget would allow a total £2,019 per dwelling based on a stock level of 2,611 (includes Adelphi Court).

## 5 Garage Charges

The proposed budget included a 2% increase on garage charges. The effect on individual garage charges would be as follows:-

	No.	2016/17	2% inc 2017/18	Increased revenue 17/18
Garage rate 1	27	£6.96	£7.10	£8,970
Garage rate 2	451	£9.60	£9.79	
Totals	478	£215,580	£224,550	

There was a 100+ strong waiting list for garages with no vacancies and the proposed new rents appeared to be on par with the private sector.

## 6 Service and Facility Charges

The service and facility charges for supported, furnished and dispersed properties were still about right. The Assistant Director suggested that they be left as was, provided that their costs continued to be recovered.

## 7 Adelphi Court

The property was leased to Croftlands Trust as a Supported Housing Scheme and under the terms of that lease the Assistant Director recommended that the annual rent of £40,000 remained the same for 2017/18.

## 8 Business Improvement Initiatives

The Assistant Director proposed at the present time the Housing Service should focus on the following:-

1. The delivery of the new Housing Management System by summer 2017;
2. Consideration and agreement of service improvements that can be progressed to maximise the investment in the above; and
3. The HSRWG complete their deliberations and provide a draft Financial Plan for consideration which mitigates the reduction in income as far as is practical.

RECOMMENDED:-

That the Executive Committee agree the following:-

1. To note the work and deliberations of the Housing Services Review Working Group and comments which were attached as an appendix to the report;

2. To note the information at point (1) of report;
3. To note the information on balances and Voluntary Repayment Provision at point (2) of the report;
4. To note the information in point (3) and agree 2017/18 budgets as shown in Appendix A of the report;
5. To agree the deletion of Post OHS 270;
6. To agree the Dwelling Rent decrease of 1% at (4) and note the information in Appendix B of the report;
7. To agree the Garage increase of 2% at point (5) of the report;
8. To agree the no rent change to Adelphi Court at point (6) of the report; and
9. To note the information at point (7) of the report.

The meeting closed at 2.24 p.m.



<b>HOUSING MANAGEMENT FORUM</b>	<b>(D) Agenda Item 6</b>
<b>Date of Meeting: 23rd February, 2017</b>	
<b>Reporting Officer: Colin Garnett, Assistant Director - Housing</b>	

**Title: Housing Maintenance Investment Programme 2017/18**

**Summary and Conclusions:**

The purpose of this report is to agree the expenditure profile for 2017/18. The proposed profile and priorities are based on the agreed Five-year Asset Management Strategy 2015 and makes reference to the findings of the 2014 stock condition survey.

**Recommendations:**

Members are asked:-

1. To note progress on achieving and maintaining the Decent Homes Standard;
2. To agree the annual investment profile shown at **Appendix A**;
3. To agree continued delivery through CHP;
4. To note the intention to deliver external works during the spring, summer and autumn months whenever possible; and
5. To note the newly arising investment works identified in this report

**Report**

The purpose of this report is to agree the expenditure profile for 2017/18. The proposed profile and priorities are based on the agreed Five-year Asset Management Strategy 2015 and makes reference to the findings of the 2014 stock condition survey.

**Background**

The principles adopted in the 2017/18 proposed programme continue with the previously agreed targets set out in the 2015 Asset Management Plan (AMP) agreed by members at the Housing Management Forum meeting held on 27<sup>th</sup> August 2015 and seeks to ensure:

- The Council maintains the Decent Homes Standards.
- The aspirations of tenants are considered and incorporated within the Programme.
- To work collaboratively with other housing providers and contractors to improve delivery of planned and responsive repair services.
- Ensure properties are safe, energy efficient and weatherproof; and
- Investments are prioritised on a just in time and worst-first basis.

## **1. Progress during the Current Year 2016/17**

Progress summary;

### **Decent Homes Standard (DHS)**

Of the 76 non decent properties identified in the 2014 Stock Condition Survey 72 now meet the standard but there remain 4 properties that are presently non-compliant due to tenant refusals or that work is scheduled to be completed in the next financial year.

### **Planned Maintenance**

Delivery of planned investments and major works via Cumbria Housing Partners continued to be an effective delivery method in terms of value for money, compared with historical costs. Additional efficiencies have been made through streamlined management, administration and monitoring of the contracts.

- Phase 3 of Roosegate re-roofing and rendering works are 95% complete.
- Ormsgill rendering works are 50% complete.
- Replacement window and door programme is 100% complete
- Bathroom improvements are 40% complete
- Heating improvements are 52% complete
- Kitchens improvements are 50% complete
- Rewire improvements are 60% complete

Whilst all work streams shown above are expected to be completed by the end of the financial year there exists an ongoing problem with tenants providing access for bathroom and kitchen replacements. Tenants living in the affected properties persistently refuse to have the proposed improvement works carried out.

Members are made aware of the associated report presented at this meeting regarding the future of Cumbria Housing Partners and the potential need to migrate delivery of planned works directly with Procure Plus. Progress on the delivery of major improvements will continue to be reported to this Forum on a regular basis through the Planned Maintenance Information Report

## 2. Suggested Investment Profiles for 2016/17

Attached at **Appendix A** is the proposed investment profile for 2017/18.

The profile follows the “sustainable” investment model shown in the 2015 AMP and builds on existing priorities to upgrade external components such as roofs and external wall finishes. Heating and electrical circuits continue to receive significant investment whilst the trend to spend less on kitchen and bathroom improvements will continue for the foreseeable future.

The HRA baseline model allocation for 2016/17 is based on an asset portfolio containing 2636 (Forecast at 1.4.2016) properties:

Maintenance Allowance (per property £1274.33)	£3,359,141
Major Repairs (per property £696.89)	£1,837,000
<b>Total</b>	<b>£5,196,141</b>

## 3. Progressing the Planned Investment Works

Over the next two years, major investment works will continue to be delivered through the existing arrangement with Cumbria Housing Partners (CHP).

Whilst this years planned investment works are progressing satisfactorily officers are concerned that focus of future investments on external works such as roofing and rendering provides a significant risk from disruption by adverse weather conditions.

In order to ensure all proposed investments for next year (2017/18) are delivered within the financial year members are asked to agree that officers continue with the previously agreed methodology to deliver the external works programs during the spring, summer and autumn months wherever possible.

Officers would also like to make members aware that 2017/18 program includes some newly arising investment needs that were not identified in the 2014 stock condition survey. The newly arising improvements include;

- Yew Tree Estate – 40 flats on this estate require roof replacements. This work has arisen as a result of component failure and the unavailability and discontinuation of replacement tiles from the tile manufacturer.
- Tummerhill Estate – 36 flats on this estate require remedial damp works and re-rendering. This work has arisen due to last years unprecedented levels of rainfall and the inability of the external brickwork to deflect water on such an exposed location. Officers wish to make members aware that there are an additional 41 properties with similar but less urgent damp problems that may require improvement in 2018/19.

- Lower Hindpool – 20 flats on this estate require remedial roof repairs. This work has arisen due to problems with the existing lap and porosity of the existing mono pitch roof tiles.
- Storey Square; Dalton – 30 properties require remedial wall tie replacement and pointing improvements. This work has arisen due to previously unidentified corrosion of the wall ties within the cavity wall construction.

(i) Legal Implications

The underlying contracts for all work streams delivered via CHP are already in place.

(ii) Risk Assessment

The recommendation requires officers to ensure contractors risk assessments and method statements are suitable and sufficient for the work to be undertaken.

(iii) Financial Implications

The recommendation has significant financial implications outlined in the body of the report.

(iv) Health and Safety Implications

The recommendation has no implications.

(v) Equality and Diversity

The recommendation has no detrimental impact on service users showing any of the protected characteristics under current Equalities legislation.

(vi) Health and Well-being Implications

The recommendation has no adverse effect on the Health and Wellbeing of users of this service.

Background Papers

Nil

<b>HOUSING MANAGEMENT FORUM</b>	<b>(D) Agenda Item 7</b>
<b>Date of Meeting: 23rd February, 2017</b>	
<b>Reporting Officer: Colin Garnett, Assistant Director - Housing</b>	
<b>Title: Tenancy Agreement Review</b>	
<b>Summary and Conclusions:</b>	
The purpose of this Report is to provide you with an update on the review of the Tenancy Agreement.	
<b>Recommendations:</b>	
Members are recommended:-	
<ol style="list-style-type: none"><li>1. To note the content of the report; and</li><li>2. To agree the Review of the Tenancy Agreement be progressed to a Consultation Process with all Barrow Borough Council housing tenants</li></ol>	

**Report**

The purpose of this report is to provide you with an update on the progress of the Review of the Tenancy Agreement.

As you will be aware the Housing Service operates two types of tenancy - an Introductory Tenancy and a Secure Tenancy. The current Tenancy Agreement is due for review due to operational changes and also changes in legislation with the Localism Act and Housing and Planning Act 2016 which impact on clauses within the Tenancy Agreement.

In order to move the review forward there have been several meetings with Scrutiny Group to look at the existing Tenancy Agreement but also to discuss drafts of the revised agreement. Scrutiny Group agreed for the Housing Service to engage the advice of specialist housing solicitors to ensure all areas affected by changes in legislation are incorporated into the review. The following areas have been considered and, where necessary, updated as part of this process:

- Strengthening powers available to Housing Service for tackling Anti-Social Behaviour in line with the Crime and Policing Act 2014
- Incorporating the collection of Water Charges



- Consideration given to flexible tenancies/fixed term tenancies in line with Housing and Planning Act 2016
- Photographs of tenants to deter tenancy fraud and assist with tenancy audits
- Data Protection and Data Sharing provision
- Flexibility with Tenancy Start dates to maximise collection of Housing Benefit
- Right of succession in line with Localism Act and Housing and Planning Act 2016

We now have a draft of the new Tenancy Agreement which will need to be put out to a four-week consultation period. All current housing tenants will be sent a copy of the draft tenancy to give tenants the opportunity to provide feedback. The Housing Service website will also have a section entitled 'Tenancy Agreement Review' which will include a copy of the draft review policy and information regarding the consultation process. A copy of the current draft is attached **at Appendix B.**

Following the consultation process and any subsequent changes made a report will be brought back to HMF with a draft of the final Tenancy Agreement for approval.

(i) Legal Implications

The recommendation has no legal implications.

(ii) Risk Assessment

The recommendation has no implications.

(iii) Financial Implications

The recommendation has no financial implications.

(iv) Health and Safety Implications

The recommendation has no implications.

(v) Equality and Diversity

The recommendation has no detrimental impact on service users showing any of the protected characteristics under current Equalities legislation.

(vi) Health and Well-being Implications

The recommendation has no adverse effect on the Health and Wellbeing of users of this service.

Background Papers

Nil

<b>HOUSING MANAGEMENT FORUM</b>	<b>(R) Agenda Item 8</b>
<b>Date of Meeting: 23rd February, 2017</b>	
<b>Reporting Officer: Colin Garnett, Assistant Director - Housing</b>	
<b>Title: Cumbria Housing Partners</b>	
<b>Summary and Conclusions:</b>	
The purpose of this Report is to propose improved arrangements for delivering the Council's Housing Investment plan.	
<b>Recommendations:</b>	
Members are recommended to agree:	
<ol style="list-style-type: none"><li>1. the housing Investment Plan be delivered directly with Procure Plus;</li><li>2. the Assistant Director-Housing be authorised to serve the required notice to end our membership of Cumbria Housing Partners at the appropriate time; and</li><li>3. The Assistant Director-Housing to ensure the appropriate legal framework is in place to deliver works directly through Procure Plus.</li></ol>	

The purpose of this Report is to propose improved arrangements for delivering the Investment Plans for Council owned property

## **Background**

The Council has delivered its Housing Investment Plans through Cumbria Housing Partners (CHP), acting as an access point to Procure Plus (PP) frameworks, since 2008. Initially we were a "customer" of CHP, more latterly becoming formal Members with a place on the Board.

CHP has created the opportunity to access PP frameworks to deliver works collaboratively with a number of social housing landlords in Cumbria and the wider North West. This has provided added value in the delivery of such work through economies of scale and enabled the Council to draw on the experience and knowledge base of all partners across the North West Region which would not be possible to replicate internally, or in the Cumbrian sub region. The experience has been positive and resulted in significant savings.

CHP has also through the fees charged provided the opportunity to deliver social investment into the areas in which we operate. This has previously included

projects such as “sense of place” and employment that offered direct benefits to residents on our estates.

As the income of the Housing Service continues to reduce, this business principle of working collaboratively provides a key opportunity to protect the delivery of our maintenance services, mitigate risks and achieve efficiencies unlikely to be achieved by working independently or sub regionally.

## **Report**

More recently I have been reviewing the existing Business Plan for CHP and I am concerned about a number of operational matters. This includes the following:

1. It was a requirement all partners should deliver 75% of their investment spend through CHP. With the exception of Barrow, this is not now happening.
2. The forecasted proportion of total spend by other landlords through CHP has declined significantly in recent years. Our spend has remained consistent and now represents a significantly larger proportion, approaching 50%, of the total.
3. I would suggest the above appears to challenge the original concept of working collaboratively and secondly means that income derived from our fees by implication will pay a greater proportion of the partnerships costs
4. Two of the members have recently formed a Cost Sharing Vehicle (CSV) to deliver their planned and responsive repairs services. However, I understand there is motivation to build that business with the intention of using it to deliver planned and responsive repairs to CHP members. This would further reduce the CHP spend and result in the Council assuming a greater proportion of the running costs of CHP, whilst the new primary services provided by CHP are not enjoyed by the Council.
5. CHP is currently investigating alternative ranges of services it can provide to increase income, including new work streams currently available through Procure Plus. There is also an intention to directly procure a new independent CHP labour framework outside the existing arrangements with Procure Plus and employ additional resources to establish and run that framework. However it is my opinion, the income of CHP has been reduced directly as a result of other members choosing to deliver a proportion of their investment through other means and therefore these alternative investments will be at the expense of the Council although not for the benefit of the Council.
6. Ironically it is the case, however, the cost of developing potential new income streams may fall disproportionately on those landlords, particularly ourselves who deliver the most work through the current framework and have no intention of using the new services.

In any partnership, there will always be a need to compromise to cater for the differing business requirements of its partners. It is inevitable that CHP would look to develop at some point and I respect the other members wishing to do so.

However, I think the current arrangements have worked well, in my opinion because they are straightforward, have narrow focus and essentially are linked to

a larger Procurement arrangement which is better placed and resourced to provide the frameworks on which the process operates.

### **How it works now**

The principles behind CHP were to provide the opportunity for procuring maintenance services in a collaborative manner leading to increased efficiency. Landlords of CHP can access a range of “frameworks” for different work streams that can be drawn on as and when required. Additional benefits for landlords include re-investment of fees to allow social investment. This can be delivered in a variety of ways and includes employment/apprenticeships opportunities for tenants and residents on our estates

CHP has a business model that replicates an existing agreement with Procure Plus and Re-allies.

Procure Plus and Re-allies licence their frameworks along with their IT facilities to CHP who in turn provide sub-licences to members. There is a transactional fee that members are required to pay CHP and Procure Plus that is based on a percentage of the value of work delivered.

### **Options for the future**

The objectives of Barrow remain unchanged, creating efficiency of delivery, mitigating the risk of procurement, and re-investing savings back through social improvements and employment opportunities.

I have raised several concerns within this report but feel that Items 4 and 5 involving the direction and priorities of the new CSV and the proposed new independent CHP labour framework fall outside the scope of existing arrangements with Procure Plus and hence pose the greatest concern moving forward.

On the basis of the existing underspend and forecasted reduced spend by other member landlords I have been in discussions with Procure Plus to evaluate a continuation of our existing model of delivery going forward. It is clear this would be relatively straightforward, including changes in the “licence” arrangements being direct to Procure Plus and could be achieved without delay.

In considering this option, I have assurance Procure Plus would significantly improve the delivery of our social investment in terms of local employment with immediate effect, this will include encouraging and assisting local Contractors and other local employers to employ Barrow residents. That model supports local social enterprises that are engaged with finding work for people distant from the labour market and building their capacity to do so. There is no additional cost for this service and it is anticipated that at least 10 jobs over and above the framework requirement would be secured in each financial year.

The option remains that we do “nothing”, remain a member of CHP and in time hope other Members increase their spend, or accept the current practice of CHP

as it has evolved and no doubt will continue to do so does not reflect our requirements.

(i) Legal Implications

Arrangements with CHP are by way of a “sub-Licence”. It will be necessary to serve Notice on CHP (3 Months) and enter a new “sub-licence” with Procure Plus directly for future call offs for works and materials. Underlying Contracts are direct with appointed Contractors completing works and will be on going

(ii) Risk Assessment

Moving to work directly with Procure Plus will remove a stage in the delivery process and reduce any potential risks. We also have a relationship with Procure Plus directly who were appointed to appoint new Contractors to deliver responsive and gas servicing Contracts so I view the risk as limited.

(iii) Financial Implications

The joint procurement model has provided financial benefits. Overall research previously reported by Ark Consultancy in their report dated 21.1.2015 for CHP board members shows that CHP offers savings of around 17% to members. By comparison Procure Plus offers savings of around 32% to its members.

The overall fees paid moving forward will be reduced for delivery. Current fee levels are 5.5% of which 2.5% funds CHP running costs and social enterprise and 3.0% goes to PP. The new fee proposal with PP will see fees reduce to 4%. 1% of these fees will be set aside for social enterprise initiatives.

The proportionality of Barrow’s spend with CHP is assessed annually; if that share is disproportionate an internal financial review is triggered which may lead to problematic consequences for our accounting and closedown processes.

(iv) Health and Safety Implications

The recommendation has no implications.

(v) Equality and Diversity

The recommendation has no detrimental impact on service users showing any of the protected characteristics under current Equalities legislation.

(vi) Health and Well-being Implications

The recommendation has no adverse effect on the Health and Wellbeing of users of this service.

Background Papers

Nil

<b>HOUSING MANAGEMENT FORUM</b>	<b>(D) Agenda Item 9</b>
<b>Date of Meeting: 23rd February, 2017</b>	
<b>Reporting Officer: Colin Garnett, Assistant Director - Housing</b>	

**Title: ASB Action Ltd Service Level Agreement 2017/2018**

**Summary and Conclusions:**

The purpose of this report is to provide Members with information on the SLA currently in place with ASB Action Ltd to assist the Housing Service with the effective management of anti-social behaviour a key component in the Housing Service achieving its aim to provide well-maintained homes and estates where people choose to live.

ASB Action Ltd offer a specialised service which focuses on assisting social housing providers deal with such issues and also provide expert advice on the new powers of the Anti-Social Behaviour Crime and Policing Act 2014 which came into force on 20 October, 2014.

**Recommendations:**

Members are recommended to:

1. Note information on the Service Level Agreement with ASB Action Ltd.
2. Agree to renew the Service Level Agreement for a further 12 months with ASB Action Ltd. and that the requirement to obtain written quotations be suspended due to the specialised service provided by ASB Action Ltd.

**Report**

Barrow-in-Furness Borough Council has an obligation to the residents in the local areas they manage to do all they reasonably can to prevent crime and disorder in these areas. The Anti-Social Behaviour, Crime and Policing Act 2014 powers came into effect on 20 October, 2014. The purpose of the Act is to provide more effective powers to tackle anti-social behaviour (ASB) and offers greater protection to victims and communities, whilst paying regard to the treatment of the underlying behavior issues of ASB perpetrators.

The Act replaced the 19 previous ASB powers with six broader powers and a New Absolute Ground for Possession, streamlining procedures and focusing on the behaviour of people. The Act also imposes a requirement to implement the 'Community Trigger'. This is a mechanism which allows victims of ASB to request

a review of the management of their case if they perceive there has been no action taken or the action taken was not appropriate. The Community Trigger was enacted early in 2014.

It is widely accepted that failing to tackle ASB and nuisance promptly can undermine not just physical regeneration of areas but community cohesion. Residents do not wish to live in an area of crime, graffiti, environmental damage (fly-tipping) or noise nuisance. It is therefore in both parties' interest that complaints are dealt with speedily and that a seamless service is presented to residents who have historically complained about their case being referred to a variety of agencies with no real ownership of the case.

### **The Core Service**

The core service provided by ASB Action Ltd is the provision of ASB and neighbour nuisance services. This assists the Housing Service to deal effectively with ASB and neighbour nuisance, using tried and tested methods developed by three of the country's leading practitioners in this field.

The services provided by ASB Action Ltd include:

- Review cases referred and provide action points to Officer's dealing with ASB within specified timescales to ensure prompt service to our customers.
- Where appropriate, collect evidence and construct witness statements to a standard required for Civil Court proceedings.
- Act as professional witness in court where required.
- Carry out audits/case reviews.
- Provide the Estates Team with the range of appropriate legislation which can be used to resolve specific cases and support strategic initiatives.
- Review the Housing Service's existing ASB Policies and Procedures and, where necessary, make recommendations to ensure service improvement.
- Provide Barrow Housing Service with a witness support service, including an out-of-hours telephone service to support the most vulnerable witness.
- Provide a coaching, training and mentoring service with the new 'Powers' for the front line officers and managers of the Housing Service on the best practice for tackling and preventing ASB.
- ASB Action Ltd, in supporting Barrow Housing Service, will seek to provide a service which appears seamless to the complainant/witness.

### **Service Level Agreement**

ASB Action Ltd offer a Service Level Agreement in which Barrow Borough Council Housing Service can undertake to purchase 10 days to be used over a 12-month period. The 10 days can be used however our organisation feels would best suit the needs of the Service ie, training, mentoring, critical friend, case work reviews, etc. Within the 10 days staff are not deducted any time for telephone or e-mail advice. Staff can ring through with problems and they will be advised of the

course of action to take. The Housing Service will be invoiced monthly with itemised work/cases giving hours used as an audit trail.

During the last 12 months the Service Level Agreement with ASB Action has assisted the Housing Service to successfully obtain five Injunctions for ASB; they also assisted in seven cases where we used legal intervention to prevent ASB.

The cost of a 10-day Service Level Agreement including training is £4,785 plus VAT.

## **Summary**

Effective management of anti-social behaviour is a key component of the Housing Service achieving its aim to provide well-maintained homes and estates where people choose to live.

ASB Action Ltd offer a specialised service which focuses on assisting social housing providers deal with such issues. I would recommend this Forum agree a further annual Service Level Agreement with ASB Action Ltd, and suspend the requirement to obtain alternative estimates.

### (i) Legal Implications

The recommendation has minor legal implications and seeks to ensure the Housing Service delivers the enforcement side of the service appropriately.

### (ii) Risk Assessment

The recommendation has no significant implications.

### (iii) Financial Implications

The recommendation has no significant financial implications and is included in the HRA Budget.

### (iv) Health and Safety Implications

The recommendation has no significant implications.

### (v) Equality and Diversity

The recommendation has no detrimental impact on service users showing any of the protected characteristics under current Equalities legislation.

### (vi) Health and Well-being Implications

The recommendation has no adverse effect on the Health and Wellbeing of users of this service.

## **Background Papers**

Nil





## Tenancy Agreement

### Introductory and Secure Tenancy

#### Welcome to your new home

We want you to enjoy living in your new home, and it is important that you fully understand the terms of your tenancy. We need to make clear what we expect from you as a tenant, and what you should expect from us as your landlord. Please ensure you keep this document in a safe place as you may wish to look at it if you have a question about your tenancy in the future.

Our simplified explanation of this agreement is as follows:

**This tenancy is a contract between a landlord and tenant. By this contract we allow you to live in one of our properties: we agree with you what your rights are, what you must do and what we must do. In addition to what is agreed by this contract, there are laws passed by Parliament that affect, can supplement and automatically change this contract.**

#### Understanding your Tenancy

This Tenancy Agreement defines your obligations and responsibilities as a Council Tenant for the following types of tenancy:

- i. Introductory Tenancy
- ii. Secure Tenancy

This agreement is for both kinds of tenancy. All parts of this agreement apply to both Introductory tenants and Secure tenants, except for those parts which are highlighted as applying to Secure tenants only.

Please read this tenancy agreement carefully before signing the declaration below. If you do not understand any of the conditions or you need more information, please contact your Housing Office, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter for help.

#### Repayment of former tenancy arrears

This term applies where, immediately prior to the date of this agreement, you were a tenant of other premises owned by us (the 'previous tenancy').

Where you owe rent or any other outstanding sum to us at the end of the previous tenancy, then you agree to repay that sum in accordance with the agreement set out in **Schedule 1** (agreement left blank if not applicable), or any subsequent agreement entered into by you with us. Where you fail to keep to any repayment agreement, you are in breach of this term of the tenancy.

## **Fraud detection**

We may use the information you provide to us to prevent or detect fraud or other crimes. We may also share this information for the same purposes with other organisations that handle public funds or who enforce any criminal laws. The information may also be used for statistical surveys, which means we may pass this information in confidence to government departments and agencies.

DRAFT

## Details of your tenancy

This tenancy agreement is between:

<b>Our name Our address</b>	<b>Barrow Borough Council</b> ('we', 'us', 'our', 'your landlord', 'the Council'), Housing Department, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.  <b>This address is the address for the receipt of legal notices and any other communication arising from this agreement.</b>
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and

<b>Your name(s)</b>	<b>[Name(s)]</b> (the 'tenant', 'you').  If there are joint tenants, the word 'tenant' applies to each of them. Each tenant has all of the responsibilities and rights set out in this agreement as if he or she is the only tenant.
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<b>Your address</b>	This agreement relates to the property at <b>[Address]</b> (the 'property').
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<b>Description of property</b>	The property consists of <b>[description of property e.g. house/flat]</b> .  You will have sole use of the property.  With shared use of the building or estate which are used by all tenants usually within a block of flats or maisonettes.
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<b>Furniture and furnishings</b>	An inventory of furniture and furnishings (if provided) is listed in <b>Schedule 2</b> .
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<b>Date the tenancy starts</b>	The tenancy starts on <b>[date]</b> . The first period of this tenancy will be from today's date to midnight on the following Sunday. Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the end of the first period.
<b>Tenancy type</b>	<b>This is an Introductory tenancy until the trial period expires in accordance with Section 125 Housing Act 1996 (as amended) when it will become a Secure tenancy under the terms of this agreement.</b>

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<p><b>Serving of notices</b></p>	<p>The address for serving all notices on your landlord (including notices in proceedings) is Housing Department, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.</p> <p>This address is provided under sections 47 and 48 of the Landlord and Tenant Act 1987. We may change this address, but we will tell you in writing if we do.</p> <p>Pursuant to section 196 of the Law of Property Act 1925 any notice required by law to be served on you shall be validly served if it is left at the property, or if it is posted to the address and not returned by the Post Office.</p>
<p><b>Important information</b></p>	<p>This agreement sets out the terms and obligations of the tenancy. You should read it carefully. If you do not understand this agreement or anything in it, we strongly suggest you ask for it to be explained before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.</p> <p>This tenancy is granted by us on the condition that you have not made any false statements to obtain it.</p> <p>This agreement is a legal contract binding on you and on us.</p> <p>If you need any translation service, please ask us before you sign this agreement.</p>
<p><b>Declaration</b></p>	<ol style="list-style-type: none"> <li>1. I/we accept, jointly and severally, the tenancy on the terms offered and subject to the conditions contained in this tenancy which I/we have read and agree to comply with in all respects.</li> <li>2. I/we confirm that unless transferring from a secure tenancy, this tenancy agreement is subject to a trial period of 1 year beginning from the Introductory tenancy's start date. The trial period can be extended by a further 6 months.</li> <li>3. I/we understand that during the Introductory Period certain tenancy conditions as identified in the tenancy will not apply and that these will only apply once the tenancy converts to a Secure Tenancy.</li> <li>4. I/we confirm that if the trial period is completed satisfactorily and no action has been started to end the tenancy, that the tenancy will automatically convert to a Secure Tenancy and that the conditions in this tenancy will apply.</li> <li>5. I/we confirm that the information given on the Housing Application Form was and still is true.</li> </ol>

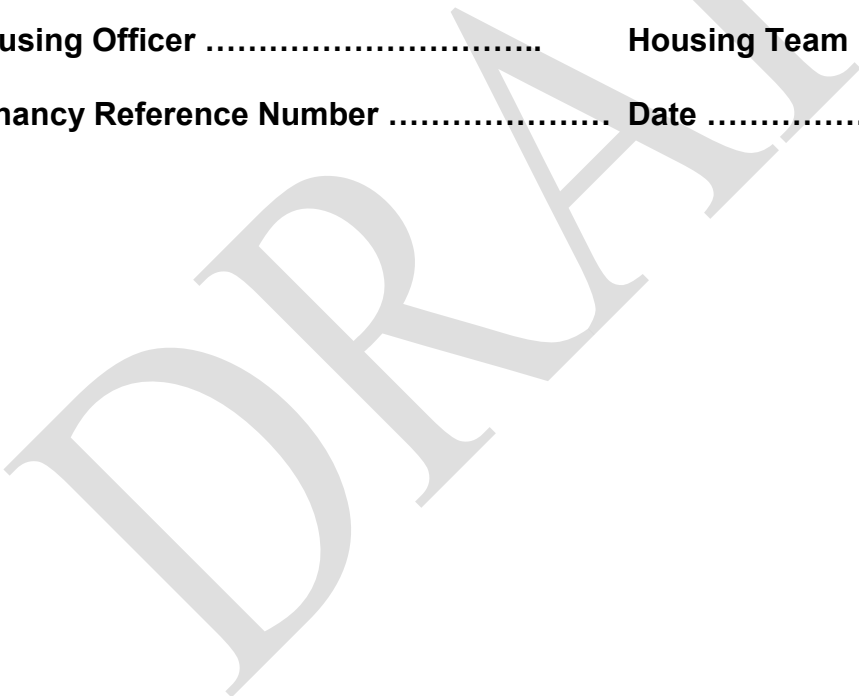
	<p>6. I/we fully understand that should the rent fall into arrears at any time in respect of either the Introductory Tenancy or the Secure Tenancy, the Council will have the right to take action to recover the debt and/or to terminate the tenancy in addition to the other grounds for possession as set out in this agreement.</p> <p>7. I/we confirm that the agreement includes conditions common to both the Introductory Tenancy and the Secure Tenancy, unless otherwise specified and that I/we will comply with them.</p> <p>8. I/we will pay my/our rent and all other charges for the property when they are due.</p> <p>9. I/we have read and understood the tenancy agreement and the Declaration and will keep to its conditions. I/we have received ..... keys to the property (which I/we will return at the end of the tenancy) and a copy of this agreement.</p>
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**All Tenants should sign below after reading this Agreement**

1.	2.
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**Housing Officer .....**                      **Housing Team .....**

**Tenancy Reference Number .....**                      **Date .....**



## Contents

Section	TERMS AND CONDITIONS	Page No.
1	GENERAL TERMS	7
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YOUR	YOUR RIGHTS BY STATUTORY LAW	
<b><u>RIGHTS BY</u></b>		
<b><u>STATUTORY</u></b>		
<b><u>LAW</u></b>		
5	<b>Error! Reference source not found.</b>	

### Schedules

<b>Error!</b>	Agreement to pay former tenancy arrears
<b>Reference</b>	
<b>source not</b>	
<b>found.</b>	
Schedule 2	Inventory of furniture and furnishings
Schedule 3	Additional terms following conversion to Secure Tenancy

## TERMS AND CONDITIONS

### 1. GENERAL TERMS

#### Rent and other charges

- 1.1 The weekly payments for the property will be made up of rent (inclusive of service charges):

#### Rent

Net rent	£
Service charges:	
Furnishings	£
Staircase cleaning	£
Water charges	£
Other	£
Total Weekly Rent	£

The above amounts may change from time to time under the terms of this agreement.

- 1.2 Your rent is due in advance. Therefore, you must pay your rent every week on or before the Monday it is due. You may be able to get help with paying your rent by claiming housing benefit or equivalent state benefit.
- 1.3 You are responsible for paying your rent even if you are entitled to benefits. Because of this, you should tell us immediately if there are any changes in your circumstances that may lead to your benefit being changed or stopped.
- 1.4 Any payments that you make to us will be applied firstly to any arrears owed to us and starting with the oldest arrears shown on the rent account, unless we expressly notify you otherwise in writing.
- 1.5 When your tenancy ends, you must pay us any rent or charges or costs you owe straightaway.
- 1.6 If you do not pay your rent or charges or costs, we have the right to take action against you.

#### Changes in rent and other charges

- 1.7 The amount of rent and frequency of payment may be altered by us at our absolute discretion, after giving you a minimum of four weeks' written notice of any alteration. If we change the amount of any other charges relating to the



property, we do not have to give you any notice, but we will nevertheless write and inform you.

### **Your responsibilities outside of this agreement**

1.8 You are responsible for:

- (a) registering for Council Tax, and paying the Council Tax or any other charge you are asked to pay;
- (b) registering for and paying the charges of any utilities services such as gas, electricity, water or telephone if these are not provided by us;
- (c) insuring your contents in the property against theft, loss, damage by fire, flood or accidental damage and the property against deliberate, malicious criminal or accidental damage. You are strongly advised to take out full contents and tenants liability insurance; and
- (d) paying for the correct television licence if there is a television in the property.

### **Altering the agreement**

1.9 We have the right by law to change the conditions of this agreement.

1.10 If we want to change the conditions of this agreement we must take the following action:

- (a) we must give you a notice of the changes we plan to make and ask you for your comments within a reasonable time;
- (b) we must consider your comments and those made by other tenants and tenants' associations or their representatives;
- (c) we must give you at least four weeks' notice in writing before introducing the new conditions. This notice will give you details of the new conditions and from when they apply.

### **Obligations and correct information**

1.11 You must pay our reasonable costs and the costs of anyone working for us if we have to enforce the terms of this agreement. We reserve the right to recover these costs from any money you may pay us.

1.12 The failure or inability to perform any of our or your obligations mentioned in this agreement will not invalidate the agreement as a whole.

1.13 Our decision to give you this tenancy is based on the information that you have given us about your circumstances. If any of this information is not true, we can apply to the court to end this agreement.

## Serving notices on you

- 1.14 If we need to serve any document or notice on you, it will be validly served if it is handed to you, left at the property or sent to you by post or recorded signed for post. Where the front entrance door is shared with other flats or premises, delivery to the shared letterbox shall be sufficient.

## Your Introductory Trial Period

- 1.15 The Council has elected to operate an Introductory Tenancy scheme. This means that all new tenancies granted are introductory, unless one of the exceptions in section 124(2A) Housing 1996 (as amended) applies.
- 1.16 Subject to section 125 Housing Act 1996 (as amended), the “initial trial period” is one year from the tenancy start date. Any continuous period for which you have held another Introductory Tenancy or an Assured Shorthold Tenancy granted by a registered social landlord immediately before this tenancy will count towards the initial trial period.
- 1.17 We may extend the initial trial period by a period of 6 months (the “extended trial period”) by serving you with written notice before the initial trial period has expired.
- 1.18 The “introductory trial period” is therefore the initial trial period together with any extended trial period, if applicable.
- 1.19 The tenancy will remain an Introductory Tenancy for the introductory trial period.
- 1.20 At the end of the introductory trial period, the tenancy will automatically convert to an Secure Tenancy unless within the introductory trial period any of the following apply:
- (a) we have extended the initial trial period by a further 6 months; or
  - (b) we have taken action to end your tenancy.

If any of the above apply then your tenancy will continue to be an Introductory Tenancy until it is brought to an end or the enforcement action is over.

- 1.21 Before we take either of the steps referred to above we must serve you with a Notice of Extension or Notice of Termination within the timescales prescribed by law, giving our reasons for taking the action, and giving you the right to request a review of our decision. Your request for a review of our decision must be made within 14 days of the notice being served.
- 1.22 During the introductory trial period you DO NOT have the right to:
- (a) Take in Lodgers
  - (b) Carry out improvements to your home

- (c) Exchange properties with another tenant
- (d) Exercise the Right to Buy the property

### **Additional Terms**

1.23 If the tenancy converts to a Secure Tenancy, the additional terms set out in **Schedule 3** to this agreement will apply.

### **Third parties**

1.24 Nothing in this agreement shall give any third party any benefit or the right to enforce any term of this agreement and the parties to the agreement may agree to cancel or vary this agreement in whole or in part without being required to seek or obtain the consent of any third party.

### **Amendments to legislation, our policies & procedures**

1.25 Any reference in this agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and also includes any later amendments and re-enactments.

1.26 Any reference in this agreement to a policy or procedure of the Council refers to that policy or procedure which is being used by the Council at the time it is to be applied to this agreement.

### **How we make decisions about permissions**

1.27 If a term in this agreement requires you to seek our permission, we will not unreasonably withhold or delay our permission.

1.28 We may attach reasonable conditions to our permission. Each of your and our obligations are not just for each other's benefit, but for the benefit of you, your neighbours, and our other tenants. We can take their proper concerns into account in deciding what is reasonable. You must comply with these conditions. If you do not comply with these conditions, we may withdraw our permission.

1.29 We will usually give our permission in writing.

### **Joint tenants**

1.30 If you are joint tenants you are each responsible for all of the rent and other charges and for any arrears of rent and/or other charges. We can recover all rent (and/or other charges) arrears owed from any individual joint tenant, so if one leaves the other(s) is/are responsible for any rent and/or other charges still owed.

1.31 You should be aware that if you hold a joint tenancy, a Notice to Quit served by either tenant will have the effect of ending the tenancy for both of you. In these circumstances you may not be entitled to remain in the property.

## **Data Protection Act 1998**

1.32 The management of the Council's housing stock involves the processing of personal data of tenants, for example, for the purposes of allocation or determining a tenant's rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this agreement you will also be giving your consent to the legitimate processing of such data in accordance with the Data Protection Act 1998.

## **Complaints**

1.33 If we do not meet our responsibilities under the tenancy agreement, you can do the following:

- (a) Contact the Council's Housing Department to make a complaint.
- (b) Use the Council's complaints procedure (you can get details of our complaints procedure from the Council's Housing Department or from our website).
- (c) Speak to your local councillor.

1.34 If you are dissatisfied with the Complaints Procedure, you can contact the Local Government Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.

## **Right to repair the property**

1.35 By law under the right to repair we must carry out certain qualifying repairs within set time scales. If we do not do this you can tell us to give the job to a different contractor and claim compensation. Before doing this you must first obtain our permission.

## **Right to be consulted**

1.36 By law you have the right to be consulted before we make changes in our housing management or maintenance policy if these changes are likely to affect you greatly.

## **Right to see information**

1.37 By law you can see any information we have about the terms of this tenancy, our duty to repair the property and our policies and procedures for consulting and transferring tenants and allocating housing.

## **2. WHAT WE MUST DO – OUR OBLIGATIONS**

**We agree to do the following:**

### **Possession**

2.1 We will give you possession of the property to occupy as your only or main home at the start of the tenancy.

### **Your right to live in the property**

2.2 We will not enter the property without your permission unless:

- (a) we need to inspect the condition of the property or its services or carry out repairs on it or on a property next door (we will always try to get your permission first and we will give reasonable notice except in an emergency);
- (b) a court has given us possession by ending the tenancy;
- (c) you no longer live in the property and the tenancy has been ended by a 'Notice to Quit'; or
- (d) you no longer live in the property having abandoned it and we have elected to treat your act as a surrender of the tenancy by way of operation of law.

### **Repairing the structure and exterior of the property**

2.3 We will keep in repair the structure and exterior of the property including drains, gutters and external pipes.

### **Repairing installations**

2.4 We will maintain any installations that we provide for space heating, water heating, sanitation and supplying water, gas and electricity. This includes basins, sinks, baths, toilets, flushing systems and waste pipes.

2.5 If the heating system breaks down, we do not have to give you extra heating equipment during the period of repair.

### **Other repairs**

2.6 We are not responsible for repairing anything that does not belong to us or that you, anyone living with you or your visitors have damaged.

2.7 We are not responsible for restoring the property if it is damaged by a fire, a flood or an accident, which could not be avoided.

### **Replacement and repairs**

2.8 When we have assessed that it is our responsibility to replace or repair we will take into account:

- (a) the age of the property;
- (b) the character of the property;
- (c) the remaining life of the component or whole structure; and
- (d) the area it is in.

### **Repair of furniture and fittings**

2.9 We will keep in repair and working order any items of furniture and fittings we provide and which are listed in the inventory in Schedule 2 [and for which we charge a service charge].

### **Insurance**

2.10 We will insure the property against fire and other risks we think are important.

### **3. WHAT YOU MUST DO - YOUR OBLIGATIONS**

**You agree to do the following:**

#### **Possession**

- 3.1 You must move into the property within seven days from the start of the tenancy and use it as your only or main home. Your Housing Benefit or any equivalent state benefit may be affected if you have not moved into your property within seven days from the start of your tenancy.
- 3.2 If you cannot move into your property within seven days from the start of the tenancy you must inform the Housing Department straight away.
- 3.3 You must not give up possession of the property or sub-let the whole or any part of it.

#### **Rent and other charges**

- 3.4 You must pay the rent and other charges in advance on or before the Monday of each week.
- 3.5 Some of the grounds for possession that we may use are about non-payment of rent.
- 3.6 You are responsible for paying your rent even if you are entitled to benefits. Because of this, you should tell us immediately if there are any changes in your circumstances that may lead to your benefit being changed or stopped.

#### **Using the property**

- 3.7 You must occupy the property as your only or principal (main) home.
- 3.8 We can take possession of the property if you do not occupy the property as your only or principal home. You must inform us in writing and in advance if you expect to be absent from the property for more than thirty days. If you fail to notify us of such an absence, we shall consider that you have abandoned the property once thirty days has passed since you last stayed there. You must also tell us if the property is regularly empty during the week and you must make sure that the property is left secure.
- 3.9 If you receive Housing Benefit or any equivalent state benefit, you must tell us at once if you are going to be away from your property for any length of time, because it may affect the amount of benefit you receive. This agreement does not prevent you from going away on holiday, it is designed to protect you and prevent your property from being treated as abandoned.
- 3.10 You must not run a business from the property unless we have agreed in writing and you have any other necessary permission(s). We will not grant permission if we consider that it is likely to cause a nuisance and annoyance to

your neighbours or if it is likely to cause damage to the property (this is not intended to be an exhaustive list of considerations). If we give permission and the business does cause a nuisance, we will withdraw the permission and give you twenty eight days' notice to stop using the property to run the business.

3.11 You must not use your property for illegal or immoral purposes.

3.12 You are responsible not only for your own behaviour but also for the behaviour of anyone else living with you and visitors (including children and animals).

### **Nuisance**

3.13 You must not cause nuisance to or annoy neighbours or any others visiting or engaged in a lawful activity in the locality of the property. You must not allow people who live with you (including children), your animals or visitors to do this.

### **Noise**

3.14 You must not play or allow anyone else living with you or visiting you to play a radio, television, record, tape or musical instrument so loudly that it causes a nuisance or annoys neighbours.

3.15 You will not use or allow anyone else living with you or visiting you to use any domestic machinery or DIY equipment in such a way or at such times (e.g. at night or early morning) that it causes nuisance and annoyance to other people.

3.16 This is true at any time, but particularly between 11pm and 7:30 am, when your noise must not be heard outside your property.

### **Anti-social behaviour**

3.17 You agree not to act, nor to allow anyone else living with you or visiting you (including children and animals) to act, either directly or indirectly, in a way which causes nuisance, annoyance, disturbance, distress, harm or fear to other persons in the local area or to any of our tenants, employees, representatives or contractors. This includes conduct in the property, on surrounding land, in communal areas and in the local area around the property. It includes, but is not limited to:

- (a) using or threatening to use violence;
- (b) verbal abuse;
- (c) use or supply of any illegal substance;
- (d) excessive noise e.g. music;
- (e) dumping rubbish;



- (f) not keeping your animals under control;
- (g) graffiti;
- (h) offensive drunkenness; and
- (i) shouting and arguing.

### **Racial and other harassment**

3.18 You must not harass anyone, particularly because of their race, colour, religion, age, sex, sexual orientation, transgender status, economic status, immigration status or disability. In particular you must not do this on or near any of our properties. You must not allow anyone living with you or visiting you to do this.

3.19 You or anyone living with you or visiting you must not harass our staff or anyone working for us such as agents or contractors. We regard abusive behaviour as harassment and take it seriously.

'Harassment' includes:

- (a) violence or threats of violence;
- (b) abusive or insulting words or behaviour including telephone calls, text messages or other electronic communication including online social networking/media sites;
- (c) damage or threats of damage to property belonging to someone else;
- (d) writing threatening or insulting graffiti; and
- (e) anything else which is intended to interfere with the peace or comfort of someone else or cause offence to them.

### **Our staff**

3.20 You will treat our employees and representatives politely and with respect.

3.21 You will not threaten, abuse or commit any act of violence against our employees or representatives. Nor will you allow anyone living with you or visiting you to do so. This includes acts which are likely to injure, intimidate, cause alarm or distress.

3.22 We operate a zero tolerance approach to abuse of our employees and representatives meaning that we will take immediate firm action in response to any such behaviour.

## **Domestic violence**

- 3.23 Not to harass, assault or mentally, physically or sexually abuse anyone living with you or visiting you, nor allow anyone living with you (including a joint tenant) or visiting you to do so.
- 3.24 If anyone living with you has left the property because of violence or threats of violence towards them, or a member of their family who was living with them, and we are satisfied that the person who has left is unlikely to return, we may take action to regain possession of the property.
- 3.25 If we are able to substantiate acts of domestic violence against a joint tenant, we may consider offering a sole tenancy to the victim.

## **Drugs, solvents or other prohibited substances**

- 3.26 Not to keep, use, sell or trade, and ensure that anyone living with you or visiting you (including children) do not keep, use or trade in:
- (a) prohibited drugs;
  - (b) solvents other than for the purpose for which they were manufactured; and
  - (c) any other prohibited substances.

## **Animals**

- 3.27 You will keep animals kept at the property under control.
- 3.28 You will not keep any animal that might damage the property or cause a nuisance or annoyance to other persons in the neighbourhood, anyone visiting the property or a neighbouring property, or any of our tenants, employees, representatives or contractors.
- 3.29 You may keep fish, birds or mammals which are housed in cages, bowls or tanks inside the home and do not need to be allowed outside of the property. Written permission is required for all other pets. We will not give permission for any dog considered to be a dangerous dog in the Dangerous Dogs Act 1991.
- 3.30 You will keep your dog/s on leads and under proper control when walking them in any public area.
- 3.31 You will take reasonable steps to prevent any animal in your care from fouling in the property or in shared areas outside the property. For example, on roads, footpaths, communal gardens or play areas in the local area. If your animal does foul in the property or in these areas you must clean up after them immediately and dispose of the waste hygienically.

- 3.32 You will not keep any animal which we reasonably say is unsuitable or dangerous.
- 3.33 We reserve the right to require you to remove any animal from the property permanently (for example where it is causing a nuisance), even if permission was originally given or not needed.

### **Repairs**

- 3.34 You must arrange and pay for minor repairs. This includes but is not restricted to:
- (a) clearing blocked sinks, baths, wash basins and toilets;
  - (b) repairing or replacing door handles, latches and locks and gate catches;
  - (c) replacing door keys;
  - (d) replacing plugs for sinks, baths and wash basins;
  - (e) replacing tap washers;
  - (f) replacing batteries to smoke detectors if there are any;
  - (g) replacing toilet seats and toilet roll holders;
  - (h) replacement of loose internal door locks, latches, handles and hinges;
  - (i) ;
  - (j) ;
  - (k) replacement of light bulbs, tubes and tube starters; and
  - (l) repairing and maintaining your own household equipment such as cookers and washing machines.

If we carry out any repairs which are your responsibility, examples of which are referred to above, we will charge you our reasonable costs for doing so.

### **Improvements & alterations**

- 3.35 You must not improve, change or add to the property during the introductory tenancy period.

- 3.36 If you carry out improvements in breach of clause 3.35 above and fail to put right changes you have made, you will be charged the costs of returning the property to the original state. If you fail to do so, we may carry out the works and you will be liable to us for the cost of doing so.
- 3.37 You will repair and maintain any improvements made by you or by previous tenants which were notified to you in writing as part of the lettings process.

### **TV aerials and satellite dishes**

- 3.38 You must not put up a radio or television aerial, satellite dish or similar item unless you have written permission from us. We may require you to remove any such item that is erected without our permission.
- 3.39 To remove, at your own cost, a television aerial or satellite dish if we require access to the property or the common areas for decoration or repairs.
- 3.40 Unless you previously obtained our permission otherwise, to remove any television aerial or satellite dish when you move out of the property. If you leave a television aerial or satellite dish we reserve the right to dispose of these items and to charge you for our reasonable cost of removing them.

### **Looking after the inside of the property**

- 3.41 You must keep the inside of the property in a clean and tidy condition and free from vermin. You must decorate all of the inside of the property as often as necessary to comply with this obligation, but you must not apply Artex or any similar materials to walls or ceilings unless you have our written permission to do so.

### **Communal areas**

- 3.42 You must keep clean and tidy the communal areas outside the property (for example, the hall, stairway, any shared facilities and garden) unless you pay us to provide this service.
- 3.43 You must not obstruct any communal areas. If we feel that any item is an obstruction or a hazard we may remove it after giving you reasonable notice and dispose of it, and charge you our reasonable costs for doing this.
- 3.44 You must only use fire escape stairs for emergency purposes.
- 3.45 If there is a communal entrance or entrances to the property you must not let anyone who you do not know into the building and you will not jam any communal entrance or fire safety door(s).
- 3.46 In properties where there is a shared alleyway leading to the rear gardens, it is the responsibility of the tenants living next to the alleyway to keep it clear and tidy. If we are required to clear any such area we will re-charge you our reasonable costs for this.

## **Storage in the property**

- 3.47 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in the property or in any communal areas around the property, except those items or substances which are required for general household use and those that are reasonably needed for medical or everyday purposes.
- 3.48 You must not keep motor cycles and mopeds inside the property or in indoor communal areas such as entrance halls, stairs and landings and similar.
- 3.49 You should not leave bicycles anywhere that they could cause an obstruction or a fire hazard.
- 3.50 You must not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).

## **Damage**

- 3.51 You must make good to our satisfaction any damage to the property, or the fixtures and fittings, which has been caused by you or anyone living with you or visiting you (including children and animals). If you fail to do so, we may carry out the works and you will have to pay us for the cost of doing so.
- 3.52 You must replace all broken glass promptly with glass of the same quality, where you or anyone living with you or visiting the property has caused breakage.
- 3.53 You must not, and must not allow anyone living with you or visiting you (including children and animals) to damage our property (including the communal areas and any fixtures and fittings in the communal areas) and any energy efficiency equipment, in any way. This includes nailing, screwing or pinning anything to plastic window frames: you must not decorate them or treat them as wooden window frames, which means, for example, you must not varnish or paint them. It also includes driving vehicles across communal areas where vehicles are not permitted.
- 3.54 We will do only the repairs that the law and this agreement say we must if the property is damaged by:
- (a) vandalism, neglect, deliberate destruction or any similar action caused by you, anyone living with you or visiting you (including children);
  - (b) the actions of any animal kept in the property; or
  - (c) condensation caused by not using the property properly.

3.55 We will charge you the costs reasonably incurred for any work we do to the property or any of our property that is necessary because of damage covered by clauses 3.51 to 3.54 or by neglect other than fair wear and tear.

3.56 The above obligations do not include ordinary wear and tear.

### **Reporting repairs which we must do**

3.57 You must tell us as soon as reasonably possible if your property is in need of repairs that we are responsible for.

### **Furnished tenancies**

3.58 We may rent furniture to you with the property. All the furniture provided by us is detailed in Schedule 2 to this agreement and is not transferable to another property or removable without our express permission.

3.59 You, or anyone living with you or visiting you (including children and animals) must not do the following:

- (a) sell, rent or give away any of our furniture. If you do we will ask the court for permission to evict you and pay us compensation for the furniture as well as our costs.
- (b) deliberately damage or vandalise our furniture.
- (c) move our any of our furniture from the property without our written permission/consent.

3.60 You must let our employees and contractors enter the property at reasonable times to inspect the furniture or carry out repairs.

3.61 You are responsible for repairing any damage to our furniture which you, or anyone living with you or visiting you (including children and animals), cause.

3.62 You must report immediately to the Housing Department any repairs that need carrying out to our furniture which we are responsible for.

3.63 When you move out, you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you for broken or damaged items.

### **Letting us in**

3.64 You must allow our employees, agents and/or contractors, at all reasonable times and having given reasonable notice, access to:

- (a) carry out any of our obligations under this agreement or imposed upon us by law (including the carrying out of the annual gas safety inspection);

- (b) repair the property or any part of it (including where you have failed to do a repair for which you are responsible);
- (c) inspect the property (with or without prospective tenants) or any furniture which has been let to you under this agreement;
- (d) carry out works and improvements to the property or an adjoining property; or
- (e) provide any other services.

3.65 To pay our reasonable costs where you have failed to allow access or rearranged appointments for repairs, servicing or other works despite being given reasonable notice.

3.66 If there is an emergency which could injure someone or cause damage to any property, we may need to enter your property (in any way) without giving you notice. If necessary we will make sure that the property is secure afterwards.

### **Temporary vacation of the property**

3.67 Where we are required to, or deem it necessary to, carry out repairs or other works (the 'works') to the property or the building or estate of which the property forms part, whether by the terms of this agreement, statute, regulation or otherwise, which cannot reasonably be carried out whilst you remain in occupation of the property then:

- (a) in exchange for us providing alternative and temporary accommodation you shall vacate the property for as long as it is necessary for us to carry out the works; and
- (b) upon the works being completed (as to the date of which our decision shall be final) you shall vacate the temporary accommodation and reoccupy the property.

### **Assigning your tenancy**

3.68 Whilst this tenancy remains an Introductory Tenancy you cannot assign/pass on the tenancy unless it is in accordance with the limited situations as prescribed in law. For further details please refer to the Council's Assignment Policy.

### **Overcrowding**

3.69 You must not allow more than the number of people permitted by law to live at the property at any one time.

### **Lodgers and subletting**

3.70 During the trial period of your Introductory tenancy you do not have the right to take in a lodger.

3.71 Once the tenancy becomes a Secure tenancy you may take in a lodger, you must do so in accordance with clause 5.4 of Schedule 3 below.

3.72 You must not sublet the whole or any part of the property.

## **Gardens**

3.73 You must:

- (a) keep your garden tidy (including all front, side and rear gardens, pathways and driveways) and free from rubbish;
- (b) get our permission in writing if you want to plant any tree in your garden;
- (c) not remove any tree or hedge from the garden without our prior written permission;
- (d) not allow any hedge to grow more than 2 metres high;
- (e) not allow garden to grow to such an extent that it interferes with the passage of light; and
- (f) maintain all dividing fences and hedges between the property and any other home in a neat and tidy condition.

3.74 If you have a dog, you must make sure there is adequate fencing so that the dog cannot get out of your house/flat/maisonette, garden or balcony by itself (subject to any formal consents or planning regulations).

3.75 We can, on giving reasonable notice in writing, enter the property and do any work we think is necessary if you:

- (a) neglect your garden;
- (b) allow any tree or bush (including those that are diseased or dead) to be a nuisance, danger or a potential nuisance or danger;
- (c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;



- (d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area); or
- (e) do not fence your garden,

and we have asked you in writing to undertake this work but you have failed to do so.

3.76 You may have to pay us our reasonable costs for any work we have to do.

3.77 You must not build, permanently or otherwise, a garage, pigeon loft, shed, dog kennel, bird aviary, beehive, greenhouse, fence or any other building or erection in the garden without written permission from us and all other necessary approvals (for example planning permission or building regulations approval). If the building causes nuisance or annoyance to anyone in the local area, or is deemed by us to be dangerous, we may ask you to remove it.

### **Balconies**

3.78 If you have a balcony, you must:

- (a) keep it clean and tidy;
- (b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- (c) not allow any animal to foul it;
- (d) not throw anything from it; and
- (e) not light fires including barbeques on it.

### **Parking**

3.79 You or anyone living with you must not:

- (a) park a vehicle on the property or on any other property owned by us unless there is a dropped kerb and except on a driveway or other paved area meant for parking;
- (b) park a boat, commercial vehicle, caravan, trailer, motor home, low loader or similar on any part of the property or any communal parking areas without first getting our written permission;
- (c) park in a way that might obstruct:
  - (i) the emergency services;

- (ii) other road users;
  - (iii) anybody who uses pavements, footpaths, access ways;
  - (iv) the access to any homes in the area;
  - (v) the access to any garage; or
  - (vi) access for domestic utility suppliers or their agents;
- (d) park any commercial vehicle that weighs over 3.5 tonnes on any property owned by us;
  - (e) park or leave any illegal, unlicensed, untaxed or unroadworthy vehicle or any vehicle for which a SORN declaration has been made on our land including authorised parking areas;
  - (f) park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar land owned by us;
  - (g) frequently (i.e. more than once a week over a month) do major repairs to any car, motorcycle, or other motor vehicle, on the property or on any property owned by us;
  - (h) allow engine oil or any similar substance to be poured down any drains or over any road or other surface;
  - (i) sell, rent, licence or give away any parking space or garage which we provide to you, or attempt to do so or the local authority; or
  - (j) act in contravention of any parking conditions or rules which apply to any estate roads or parking areas issued by us.

3.80 We will take no responsibility for any vehicles parked on our property in any circumstances. You, anyone living with your or your visitors park there at your own risk.

### **Health and safety and fire precautions**

3.81 You must comply with any health and safety or fire safety instructions and you must not do anything that might endanger the health and safety of other occupants or our staff.

3.82 You must take all responsible precautions to prevent fire, flood or other damage to the property.

3.83 You must not store, park, recharge the batteries of or repair any motorised vehicle (petrol or electric) inside your home or in any communal or shared areas other than an area identified for such purposes.

3.84 You must put all rubbish in appropriate bin bags and dispose of it in the bins, chutes, containers or communal bin areas provided for this purpose. You will make sure that only recyclable products are put in the appropriate recycling

bins. You must not put hot ash in the bins, nor other materials likely to damage them.

- 3.85 You will keep washing and drying areas and any other shared areas clear of rubbish and obstacles.
- 3.86 You must not tamper with or interfere with or alter the electrical or gas systems, installations or meters in or serving the property.
- 3.87 You must not hoard items inside or outside of the property if that may be a fire or health risk or prevent access to the property.

### **Ending the tenancy**

- 3.88 You must write to us in the form prescribed by us (a 'notice to quit') at least 4 weeks before you want to end the tenancy. This notice must end on a Monday. Within our discretion, a defective notice to quit may be accepted as valid. If you do not give us a proper notice you will have to go on paying the rent and other charges until we recover possession of the property.
- 3.89 Once you have given us notice, you must:
  - (a) allow us to see inside the property, and show new tenants round, at any reasonable time by making an appointment with you; and
  - (b) give us your new address; and
  - (c) continue to pay the rent and other charges until the tenancy ends.
- 3.90 Valid notice to quit from one joint tenant will be sufficient to end the tenancy even if the other joint tenant does not agree.

### **Moving out**

- 3.91 You must give us 'vacant possession' of the property when you move out. This means that:
  - (a) you must hand all keys for the property to the Housing Department before 12 noon on the Monday (or next working day) your tenancy termination notice expires;
  - (b) no-one must be left in the property;
  - (c) you must remove all furniture that does not belong to us, personal possessions and rubbish; and
  - (d) you must empty any garages or sheds that you rent with the property.

- 3.92 You must leave the property and all our fixtures and fittings in good condition for the next tenant. This includes carrying out any repairs that you are responsible for.
- 3.93 We will charge you for any reasonable costs that arise from clearing the property or making good any damage or repairs that were your responsibility or arose from your failure to inform us of repairs required.
- 3.94 If you do not return the keys to us before midday on the day after the tenancy ends, we will change the locks and charge you for the reasonable cost of this work.

### **Property you leave behind**

- 3.95 If you leave any of your belongings in the property after you have returned the keys to us and your tenancy has ended, we may sell or dispose of them after we given you reasonable notice of our intention to do so. Our reasonable costs will be payable by you. Any money collected from any sale of the items will be first credited against the costs of storage and sale, and second against your rent account.

## **4. YOUR RIGHTS BY STATUTORY LAW**

### **Right to live in the property**

4.1 You can live in the property for as long as the tenancy lasts and we will not interrupt you or interfere unless our employees or contractors need to get in.

### **Your right to access**

4.2 You may come and go within your property and in the communal areas as you wish, at any time of day or night, but you must respect the right of your neighbours to peaceful enjoyment of their accommodation.

### **Your security as a tenant**

4.3 You can live in the property as an Introductory tenant or Secure tenant (as the case may be subject to clauses 1.15 to 1.19 above) as long as it is your only or principal (main) home. We can end the tenancy if we get a court order for possession of the property on the basis that:

- (a) we have served you with a notice to terminate your Introductory tenancy which complies with section 125 of the Housing Act 1996; or
- (b) one or more of the grounds listed in Schedule 2 or Schedule 2A of the Housing Act 1985 is satisfied.

4.4 A summary of the principal grounds for possession currently in force in Schedule 2 and Schedule 2A of the Housing Act 1985 is set out below. This summary is included for your information. The inclusion of this summary does not restrict the use of the grounds nor does it restrict us from using any grounds that may be amended or introduced before or after the commencement of this tenancy.

- (a) If you are behind with your rent or you have not kept to your tenancy conditions;
- (b) If you have caused a nuisance or annoyance to your neighbours or you have been convicted of using your home for illegal purposes;
- (c) If any of 5 conditions are satisfied relating to a serious criminal offence being committed, a breach of a civil injunction, a breach of a criminal behaviour order, the property is subject to a premises closure order or there has been a breach of a statutory abatement notice or order. The conditions can be satisfied on the basis of the behaviour of the tenant or a person residing or visiting the property;
- (d) If you have threatened violence or been violent towards a person living with you;
- (e) If you have caused damage to your property because you have neglected it, or if someone living with you has caused any damage and you have not taken reasonable steps to remove them;
- (f) If you obtained your tenancy by fraud;
- (g) If your home is overcrowded;

- (h) If we need your home empty in order to carry out repairs, or we need to demolish or rebuild part or all of your home;
- (i) If your home is specially adapted or has special features which are suitable for a disabled person and; there is no longer a disabled person living in your home and the property is required for a person who is disabled.

### **Ending the tenancy if it stops being an introductory or secure tenancy**

4.5 If your tenancy is no longer an Introductory or Secure tenancy (for example, because you have stopped living at the property as your only or principal home) we can end the tenancy by giving you four weeks' notice in writing.

### **Passing the tenancy on if you die**

- 4.6 If you die the tenancy will pass on to your joint tenant, where one exists.
- 4.7 If you are a sole tenant and you die, the tenancy will, where applicable and in accordance with the law pass to a successor. For further details please refer to the Council's Succession Policy.

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**SCHEDULE 1**

**AGREEMENT TO PAY FORMER TENANCY ARREARS**

Account number of former property:

Date:

This Agreement is between:

**Barrow Borough Council** ('the Landlord'), Housing Department, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.

(name of Landlord)

and

[ ]

(name of Tenant(s))

previously of [ ]  
(address of former tenancy)

I/we, [ ] (name(s) of Tenant(s)) agree that as at today's date I/we have a debt to the Landlord as follows:-

Rent/Charge arrears	£[ ]
Legal Costs	£[ ]
Other (please specify)	£[ ]

TOTAL                                   £[ ] ('Former Tenant Arrears')

I agree to pay to the Landlord £[ ] per week to clear my Former Tenant Arrears.

I will make my first payment on the week beginning Monday [ ] (date) until the Former Tenant Arrears are cleared.

I understand that this agreement (or any subsequent variation agreed by the Landlord and myself) to pay former tenant arrears is a term of my current tenancy agreement. And if I do not keep to this agreement my Landlord may take legal action to repossess my home.

Signed: .....  
(Tenant(s))

Signed: .....  
(On behalf of the Landlord)

**SCHEDULE 2  
INVENTORY (Furnished Property)**

**INVENTORY OF FURNITURE AND FURNISHINGS**

Where indicated we provide the following furniture and furnishings at this property:

	Tenants flat / Room *	Communal areas
Bed	<input type="checkbox"/>	<input type="checkbox"/>
Armchairs	<input type="checkbox"/>	<input type="checkbox"/>
Chest of drawers	<input type="checkbox"/>	<input type="checkbox"/>
Wardrobe	<input type="checkbox"/>	<input type="checkbox"/>
Desk	<input type="checkbox"/>	<input type="checkbox"/>
Chair	<input type="checkbox"/>	<input type="checkbox"/>
Carpet	<input type="checkbox"/>	<input type="checkbox"/>
Curtains	<input type="checkbox"/>	<input type="checkbox"/>
Window blinds	<input type="checkbox"/>	<input type="checkbox"/>
Bedside table	<input type="checkbox"/>	<input type="checkbox"/>
Settee	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen table and chairs	<input type="checkbox"/>	<input type="checkbox"/>
Washing machine	<input type="checkbox"/>	<input type="checkbox"/>
Spin dryer	<input type="checkbox"/>	<input type="checkbox"/>
Tumble dryer	<input type="checkbox"/>	<input type="checkbox"/>
Cooker	<input type="checkbox"/>	<input type="checkbox"/>
Fridge	<input type="checkbox"/>	<input type="checkbox"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>
Other (list below)	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>



## **SCHEDULE 3**

### **ADDITIONAL RIGHTS ONCE THE TENANCY BECOMES A SECURE TENANCY**

Once the tenancy becomes a Secure Tenancy you will have all the rights which the law gives to a Secure tenant. These additional rights are summarised below.

#### **Assignment & Mutual Exchange**

- 5.1 You cannot assign (handover) the tenancy unless it is in relation to one of the following circumstances:
- (a) To someone who is living with you if they would qualify to take over the tenancy if you died (“assignment to a potential successor”);
  - (b) By way of mutual exchange (see clauses 5.2 and 5.3 below);
  - (c) If ordered to do so by the Court.
- 5.2 You may exchange your property with another Local Authority or assured tenancy whose landlord is a private registered provider of social housing, a registered social landlord or a housing trust which is a charity, providing your rent account is up to date at the time and prior written permission is obtained from us. We may sometimes refuse to give you permission to exchange with another tenant on certain grounds or we may give our permission and include specific conditions. You must carry out these conditions before any move takes place.
- 5.3 You must not exchange your property before you have our written permission to do so. If you do not wait for this permission, you will have no legal right to be in that other property and could end up homeless. In these circumstances, we would have no duty to re-house you.

For further details regarding the above rights please refer to the Council’s Assignment and Mutual Exchange Policies.

#### **Right to take in lodgers**

- 5.4 If you live in a fully self contained property, you can take in a lodger but you must tell us before you do so. If you qualify for Housing Benefit or any equivalent state benefit, this may affect the amount of benefit that you receive. If you are late in telling us, your benefit may be reduced and any overpayment recovered from you.

#### **Right to Buy**

- 5.5 As a Secure tenant you may be entitled to buy your property. If you are interested in buying your home you can contact the Housing Department for more details.

### **Right to make improvements**

- 5.6 You have the right to make improvements to your home, but you must obtain written permission from us first. You must also comply with all building regulations and obtain any necessary planning permission. You will be responsible for the on-going maintenance of any such improvements.

### **Right to compensation for own improvements**

- 5.7 If we have given you permission to make improvements to your home, you can claim compensation for some improvements when your tenancy ends, but any compensation will depend on the age/or the current condition of the improvement.

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