

Agenda for Housing Review Board

Thursday, 18 June 2015; 2.30pm



[Members of the Committee](#)

Venue: Council Chamber, Knowle, Sidmouth, EX10 8HL

[View directions](#)

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Prior to the start of the meeting there will be an introduction and overview of the role of the Housing Review Board

- 1 [Public speaking](#)
- 2 Appointment of Vice Chairman
- 3 [Minutes for 19 March 2015](#) (pages 3-10)
- 4 Apologies
- 5 [Declarations of interest](#)
- 6 [Matters of urgency](#) – none identified
- 7 To agree any items to be dealt with after the public (including press) have been excluded. There is 1 item that officers recommend should be dealt with in this way.

Part A Matters for Decision

- 8 **Housing Review Board forward plan** (page 11)
Strategic Lead, Housing, Health and Environment
- 9 **Tenancy agreement** (pages 12-54)
Housing Projects Officers
- 10 **Tenancy fraud** (pages 55-80)
Housing Projects Officer
- 11 **Safeguarding vulnerable adults** (pages 81-94)
Property and Asset Manager
- 12 **Tenant inspectors** (pages 95-101)
Property and Asset Manager
- 13 **Review of complaints** (pages 102-104)
Housing Landlord Services Manager
- 14 **Advantage South West** (pages 105-108)
Property & Asset Manager

- 15 **Housing Revenue Account outturn 2014/15** (pages 109-118)
Housing Accountant

Part B Matters for Decision

- 16 **Proposed purchase of dwellings at Exebank Lane, Exmouth** (pages 119-123)
Housing Enabling Officer

[Decision making and equalities](#)

For a copy of this agenda in large print, please contact the Democratic Services Team on 01395 517546

EAST DEVON DISTRICT COUNCIL

Minutes of a Meeting of the Housing Review Board held at Knowle, Sidmouth on 19 March 2015

Attendance list at end of document

The meeting started at 6.00pm and ended at 7.44pm.

***74 Public Speaking**

There was no public speaking.

***75 Minutes**

The minutes of the Housing Review Board meeting held on 15 January 2015 were confirmed and signed as a true record.

***76 Declarations of Interest**

Mike Berridge: Personal Interest - Family member lives in a Council owned property; Housing tenant.

Joyce Ebborn: Personal Interest - Housing tenant

John Powley: Personal Interest - Housing tenant

Harry Roberts: Personal Interest - Housing tenant

Pat Rous: Personal Interest - Housing tenant

Cllr Susie Bond: Personal Interest - Mother uses Home Safeguard

Cllr Jim Knight: Personal Interest – Daughter lives in a Council owned property. He is a Devon County Council Councillor so did not take part in the debate on agenda item 17.

***77 Matters of urgency**

To review the proposals from the Handy Person Scheme Task and Finish Forum. The notes of the meetings were approved and agreement for a trial Handy Person Scheme to begin this summer.

***78 Exclusion of the Public**

RESOLVED:

To agree any items to be dealt with after the public (including press) have been excluded. There were two items that officers recommended should be dealt with in Part B.

***79 Forward Plan**

The Strategic Lead, Housing, Health and Environment presented the forward plan and advised Members that the forward plan would help act as a reminder of agenda items to come forward to future meetings. Members were reminded that they could add future issues to the next forward plan by informing him or the Democratic Services Officer. The Chairman asked if the 55 years old age limit for sheltered housing tenants could be reviewed. This would be reviewed after the end of March 2015 when the Supporting People funding was withdrawn Devon County Council. It was questioned why formal complaints were not on the agenda as this was the last Board meeting of the civic year. It was explained that this would usually be on the first Board agenda in the year civic year as it would give new members a feel for what issues are raised by tenants and enable an assessment of all 2014/15 complaints.

The Vice Chairman regretfully informed the Board of the passing away of Mrs Helen Moore, who chaired various designated tenant groups/committees. A letter of condolence would be sent to her husband on behalf of the Housing Review Board.

RESOLVED: that the forward plan be noted.

***80 Support Services**

The Landlord Services Manager updated the Board on the final preparations for the changes to Support Services from 6 April 2015 and highlighted the efforts to explain the process and support tenants were given through the changes. This was one of a series of reports over the last 12 months. There had been little reaction so far to the press release and related articles in the local newspapers. A handful of tenants had stated that they intended to write to the press themselves objecting to new changes. A designated telephone line was being manned during working hours with responses recorded.

A series of 12 drop-in sessions across the district started on 3 March 2015. Approximately 250 tenants took the opportunity to come to discuss the new charges and any general queries on the new service would be answered. Staff from the Support and Rental teams were present to 'log on' to the network and answer tenant questions.

The message was that there would be no opportunity to opt out of the service. The sheltered homes come with the support service and alarm as standard, and a charge for each of these was made to the customer/tenant. If a tenant wished to move out of sheltered housing the team would refer them to the Housing Needs service – so far 5 tenants had been referred. The team had received good feedback on the consultation process and the consideration given to tenants needs. The consultation had now ended. Cllr Knight thanked the Housing team for the way they had dealt with this difficult situation.

John Golding acknowledged that his staff had worked hard to implement the Board's decision to charge all tenants for support services. He stated that it was not easy charging tenants, but felt reassured the charges were reasonable and fair; they were in common with the rest of the sector. Tenants only had to pay one third of the cost in the first year as this was being subsidised by the Housing Revenue Account, and measures had been put in place to protect the most vulnerable tenants.

RESOLVED: that the arrangements towards the implementation of new charges for support services be agreed.

***81 Care Act briefing**

The Landlord Services Manager updated the Board on the new Care Act and its implications for the council and its tenants; there was a strong preventative theme throughout. The Care Act 2014, which would come into force from April 2015, was regarded as the most significant reform of care and support in over 60 years. It reformed and streamlined the legislation on access to, administration of, and responsibilities for care services. It put people and their carers in control of their care and support. It would introduce new responsibilities for local authorities and for the first time put a limit on the amount anyone would have to pay towards the costs of their care.

The Act created a single modern law that made it clear what kind of care people should expect. It had introduced a minimum eligibility threshold across the country which made it clear when local authorities have to provide support to people. Councils cannot reduce their thresholds below this minimum level. The concept of wellbeing was central to the Act and councils would have a duty to consider the physical, mental and emotional wellbeing of the individual needing care. There was also a new duty on local authorities to provide

preventative services to maintain people's health. The system had to be built around each person – what they need, how they can best be cared for, and what they want.

Personal budgets had been introduced giving people the power to spend money on tailored care that suits their individual needs as part of their support plan. A cap had been put on the amount people have to spend on care, regardless of their savings and assets. The cap was £72,000 and once reached the state would pay those costs. The government had also increased the means testing level, meaning that people with modest wealth would be eligible for state help towards the cap. Under the Act, councils had to offer information and advice to help everyone understand what support they would need to help them better plan for the future. Also councils had to offer a deferred payment scheme, meaning no one should have to sell their home during their lifetime in order to pay for residential care.

There were new requirements to give carers support that put them on the same footing as the people they care for. All carers will be entitled to an assessment, and had a legal right to receive support for their needs. The main duties fall to local authorities at the county council level (in our case Devon County Council (DCC)) but EDDC had to support and work with DCC to help bring in these changes. There may well be opportunities for EDDC to deliver services around well being and prevention.

RESOLVED: that consideration of the impact of the Care Act 2014 on housing services be noted.

***82 Financial Monitoring report**

The Board was presented with a report giving a summary of the overall financial position on the Housing Revenue Account, HRA Capital Programme and the Business Plan for 2014/15 at the end of month ten (January 2015). It was highlighted that the £70k for Devon & Cornwall Housing be deleted from the Capital Programme as this should not be in the HRA for a development in Exmouth.

33 Rights to Buy properties had been sold over the last year, this was evenly distributed across the district. The question was raised to whether the council was building social houses at the same rate as the selling through Right to Buy. In 2015 the council and partners would exceed 300 new affordable homes. The council needed to sell off approximately four homes in order to build one house. Sheltered housing was protected from Right to Buy.

Regular monitoring would highlight any areas of concern or unforeseen expenditure in the HRA and associated capital programme and enable corrective action to be taken as required. Any variances would be reflected in the Business Plan.

Current monitoring indicates that:

- The Housing Revenue Account Balance would be maintained at or above the adopted level.
- The position on the HRA Business Plan remained healthy.

RESOLVED: that the variances identified as part of the HRA revenue and capital monitoring process up to month ten be acknowledged.

83 Regulatory Framework changes

The Strategic Lead, Housing, Health and Environment presented highlighted changes being made to the Regulatory Framework being introduced by the Homes and Communities

Agency, following consultation with stakeholders. These changes would not really affect the council but it needed to comply with and keep track of elements such as value for money and gas servicing. The Regulatory Framework was the guidance issued to Registered Providers and forms the basis of the Homes and Communities Agency regulation of standards in the social housing sector. In April 2014 the social housing regulator published a discussion document to seek the views of stakeholders on the principles for amending the Regulatory Framework to ensure the protection of social housing assets. Following consideration of responses received, a statutory consultation was published on proposed changes to the framework. Stakeholders were invited to give their views to the Regulator.

Proposals included:

Changes to the governance and financial viability standard

- Focus on risk management and mitigation, including the requirement for providers to have undertaken robust stress-testing of the business plan and to have a comprehensive register of their assets and liabilities.
- Ensuring appropriate skills to manage risks and to certify annual compliance with the standards.
- Where providers' businesses were ultimately controlled by a non-registered organisation, the regulator would be seeking additional assurances about the security of the social housing assets.

Code of practice

- Proposal to introduce an associated code of practice that would amplify and expand on the standard to help providers understand the concerns of the regulator.

Disposals regime

- Changing consents regime to protect the public value in social housing assets as they move between the not for profit and for profit sectors.

RECOMMENDED: To note the changes to the Homes and Communities Agency Regulatory Framework and to request that officers assess the implications and report back to the Housing Review Board once detailed guidance was published.

***84 HouseMark Benchmarking survey results**

The Information & Analysis Officer presented the results of HouseMark's cost and performance benchmarking exercise using the last year's financial data. The report compared the council with its peers in a number of key areas of housing management service delivery. The data related primarily to 2013/14 although the report also showed the council's costs and performance in 2012/13 as a comparison. The Information & Analysis Officer stated the council was doing well compared with its peers but must now take steps to go up another level to continue this success.

The results of the high 'staff sickness absence' was questioned, John Golding told the Board that the council had an older workforce as well as some serious long-term illnesses. EDDC's health and wellbeing at work policy had been developed to promote and encourage health and well being at work so that employees were Happy, Healthy and Here. The breakdown on individual days and short-term sickness was low, and SMT were regularly reviewing these figures across all council services.

The 'average cost of a responsive repair' was high as the council prefers to replace rather than 'patch and mend' as this was more cost effective in the long-term. There was a high cost implication due to the storm damage from the severe weather last winter. It was

suggested that members view a few void properties to see exactly what repairs were necessary and what officers were faced with when they dealt with an empty property. John Golding would put this on the next forward plan.

RESOLVED: that the HouseMark's 2013/14 Benchmarking report be agreed.

***85 Performance Insight action plan**

The Information & Analysis Officer reported that key to delivering an excellent performing Housing Service was strong performance management and listening to the views of its tenants. This was a 'living' document and would be continually added to by all teams in order to focus on areas of concern. Results from HouseMark's benchmarking exercise and the latest STAR survey (2014) results had been used to develop a Performance Insight Action Plan for 2015/16. This summarised intended activities and outcomes over the next 12 months to ensure continued improvement to delivered services. This work would complement the actions in the Housing Service Plan, and other strategies and policies directed towards improved tenant involvement and housing performance.

Honiton was being chosen as an area to work in as the survey revealed there to be a lower tenant satisfaction rate. This demonstrated the council taking the concerns of these tenants seriously and using the information to good effect.

It was suggested that a 6 month survey be undertaken with sheltered housing tenants to gain feedback on the new support charges.

RESOLVED: that the 2015/16 Performance Insight Action Plan be agreed.

***86 Evaluating the achievements of the Board**

The Chairman highlighted the achievements of the Housing Review Board over the last 12 months. These included:

- **Centenary Fields Programme** - the Board nominated a piece of recreational space to be dedicated as a Centenary Field to commemorate World War 1.
- **Standardised Tenants and Residents (STAR) Survey Results** – this survey showed overall satisfaction scores were positive and EDDC housing service was performing well.
- **Men's Shed** - a project based around the increased and worrying social isolation amongst men in our society.
- **Handy Person Scheme & TaFF** - a scheme for day to day repairs and minor works that were tenants' responsibility to be carried out by contractors.
- **Tenant Repair Inspectors** - tenant inspectors to oversee the day to day repair maintenance service to help manage the quality of workmanship by contractors.
- **Older persons targeted support and Home Safeguard** - the Home Safeguard team had passed another Telecare Services Association (TSA) accreditation for the fourth year in a row and was now accredited to 2016.
- **Tenants Leading Change** - promoting tenant involvement and its benefits to the delivery of improved services.

Other issues reviewed by the Board during the year had included:

- Right to Buy update
- Right to Move consultation
- Rent Restructuring Scheme
- Annual report to tenants 2013/14

- Estate Management review
- Devon Home Choice – policy changes and update
- Decoration scheme for vulnerable elderly and disabled tenants
- Gas safety checks
- Fire risk assessments
- Dampness eradication programme
- Targeted families support project progress report and updates
- Affordable homes programme 2015-18
- Performance indicator reports

John Golding thanked the Board for all their work, stating that officers and tenants valued the work of the Housing Review Board.

RESOLVED: that the yearly achievements of the Board be noted.

***87 OPENHousing Software System**

The Strategic Lead - Housing, Health and Environment gave an update on the progress to date of Capita's OPENHousing System implementation project. The migration of existing data from various systems onto a single housing management system was a significant project for the Housing Service, designed to lead to improved service delivery for tenants.

There was good support from Strata and the March data load test was successful. John Golding asked that Claire Barnes, Systems Administrator gave the Board a demonstration of the system in the near future.

RESOLVED: that the update to consider progress towards a comprehensive housing management software system report proposals be agreed.

***88 Performance Digest – 2014/15**

The Strategic Lead - Housing, Health and Environment highlighted the report to the Board referring to key performance figures that included:

- Affordable Housing Completions
- Anti-social behaviour
- Complaints
- Customer Satisfaction
- EDDC Stock
- Homelessness
- Home Safeguard
- Lettings
- Number of Households on the East Devon Housing Waiting List
- Private Sector Housing
- Rental
- Repairs

RESOLVED: that the report be noted.

***89 Exclusion of the public**

RESOLVED:

that under Section 100(A) (4) of the Local Government Act 1972 and in accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England)

Regulations 2012, the public (including the press) be excluded from the meeting as exempt and private information (as set out against each Part B agenda item), is likely to be disclosed and on balance the public interest is in discussing the items in private session (Part B).

***90 Update on the Proposed Purchase of land at Mudbank Lane, Exmouth**

The Strategic Lead - Housing, Health and Environment provided an update on the progress made with the proposed purchase of land at Mudbank Lane, Exmouth from Devon County Council as part of a joint venture with Devon and Cornwall Housing.

RESOLVED: to approve the progress made on site acquisition since last reported to the Housing Review Board on the 6 November 2014.

91 Affordable Housing – Potential Property Acquisition or Land disposal in Honiton

The Housing Development and Enabling Officer's report outlined a proposal to purchase a new property using Housing Revenue Account funding and Right to Buy receipts, and to dispose of a small area of Housing Land.

RECOMMENDED: it is agreed that:

- a. this type of accommodation (two bedroom house in Honiton) would be a beneficial addition to the current council property portfolio.
- b. funding from the Housing Revenue Account and Right to Buy receipts be used to purchase the proposed property.
- c. in the event the property purchase is unsuccessful, consideration may be given to the disposal of an identified area of Housing land for a best price consideration.
- d. in either case the Strategic Lead for Housing, Health and Environment is given delegated authority to negotiate the best outcome for the Council.

Attendance list

Present:

Cllr Pauline Stott (Chairman)
Cllr Susie Bond
Cllr Jim Knight
Cllr Douglas Hull

Co-opted tenant members:

Mike Berridge (Vice Chairman)
Pat Rous
Joyce Ebborn
John Powley
Harry Roberts

Officers:

John Golding, Strategic Lead - Housing, Health and Environment
Sue Bewes, Landlord Services Manager
Mandy White, Accountant
Natalie Brown, Information & Analysis Officer
Claire Barnes, Housing System Administrator
Amanda Coombes, Democratic Services Officer

Apologies:

Cllr Christine Drew

Cllr Jill Elson, Portfolio Holder – Sustainable Homes and Communities

Cllr Steph Jones

Rob Finch

Giles Salter

Julie Adkin

Chairman Date.....

HOUSING REVIEW BOARD – FORWARD PLAN

This forward plan identifies reports and other agenda items for future meetings of the Housing Review Board. It is also intended to assist agenda management and act as a reminder of items to come forward to future meetings.

Report title	Meeting date	Author
Tenancy agreement	June 2015	
Tenancy Fraud	June 2015	
Safeguarding vulnerable adults	June 2015	
Tenant Inspectors	June 2015	
Review of complaints	June 2015	Landlord Services Manager
Advantage South West	June 2015	Property and Asset Manager
Housing Revenue Account outturn 2014/15	June 2015	Housing Accountant
Quarterly performance reports and regular report		
Responsive repairs	Quarterly report	Asset and Property Manager
Letting of Council homes/voids	Quarterly report	Housing Needs and Strategy Manager
Devon Home Choice	Quarterly report	Housing Needs and Strategy Manager
Rent management	Quarterly report	Landlord Services Manager
Systems Thinking leading & lagging measures	Quarterly report	Strategic Lead – Housing, Health and Environment
New Tenants Survey		
Forward Plan	Every meeting	Strategic Lead – Housing, Health and Environment
Formal Complaints	Annual report	Housing Needs and Strategy Manager
Benchmarking survey	Annual report	Strategic Lead – Housing, Health and Environment
Evaluating the achievements of the Board	Annual report	

Board Members can propose agenda items during meetings/debates that can be included on the Forward Plan for future meetings, or outside the meetings with the agreement of the Chairman and Vice chairman.

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 9

Subject: **Revisions to the introductory, secure and flexible tenancy agreements**

Purpose of report: The secure tenancy agreement has not been revised since 2007 and requires updating to meet current good practice and legislation. It is proposed that we now produce one tenancy document which incorporates the introductory, secure and flexible tenancy agreements. This will ensure that all the documents carry the same rights and obligations (where appropriate) and that where the tenancy conditions vary due to the type of tenancy being used these are clearly stated.

Recommendation: **To agree the revised amalgamated tenancy agreement and to give the Strategic Lead for Housing, Health and Environment and Portfolio Holder for Sustainable Homes and Communities delegated authority to act on the outcome of feedback from the consultation processes.**

Reason for recommendation: To ensure our tenancy agreements meet current legal requirements and current good practice.

Officer: Housing Projects Officers (Emma Charlton and Melissa Wall) – echarlton@eastdevon.gov.uk or mwall@eastdevon.gov.uk – 01395 519982

Financial implications: No significant financial implications have been identified.

Legal implications: The EDDC Tenancy Agreement is being updated to comply with current legislation including changes made by the Localism Act 2011, and to reflect current issues of estate management. The legal implications are included within the report and the appendices.

Equalities impact: Low Impact

Risk: Medium Risk

We need to ensure that our tenancy conditions meet current legislation requirements. If not adopted our tenancies may be out of date and so we may find that we cannot use current legislation to enforce conditions.

Links to background information: .

Link to Council Plan: Living in this outstanding place

1. Background

1.1 We currently have five types of tenancy agreement in use:

1. Introductory
2. Secure
3. Flexible
4. Demoted
5. Non secure/licence

The vast majority of our tenants are on an introductory, secure or flexible tenancy. The non secure tenancy/licence is usually only used for our private sector leased properties. To date we have not had to issue a demoted tenancy, although we have issued a number of demotion notices.

1.2 We last revised and updated the secure tenancy agreement in 2007. This involved a lengthy process of consultation, issuing a preliminary notice and then a formal notice of variation.

1.3 We issued our first introductory tenancies for new tenants on 22 February 2010.

1.4 We introduced our flexible tenancy agreement in April 2013 following the changes brought in by the Localism Act.

1.5 These three tenancy agreements (introductory, secure and flexible) are now in need of updating to take into account recent changes in legislation and housing practice. To make sure that there are no discrepancies between the agreements it is proposed that we produce one document covering all three tenancy types (Appendix 1). Differences in the rights or obligations between each type of tenancy agreement will be clearly highlighted throughout the combined document.

2. Key changes

2.1 The key changes are explained in Appendix 2 'An explanation of the proposed changes to our introductory, secure and flexible tenancy agreements'. It is proposed that this document will be sent out to tenants with the preliminary notice to explain the major changes that will be made.

2.2 Listed below are the major additions or amendments that have been proposed:

- a) We will have one document for all of the key tenancies that we issue.
- b) The sections have been re-ordered, putting the key information towards the front of the document.
- c) We have included new sections on the type of tenancy, grounds for possession, and ending your tenancy.
- d) We have included a new clause regarding tenants with a household income of £60,000 or over. For these tenants we will charge a market level of rent to stay in their homes. This was agreed by the Housing Review Board on 4 September 2014.
- e) We have included a new clause on second homes, explaining that tenants must tell us if they own or part own a residential property. It also covers the situation where a tenant inherits a property.

f) We have expanded the conditions within the 'keeping pets' clause. Tenants must not keep a dog that is covered by the Dangerous Dog Act 1991 or any dangerous animals defined by the Dangerous Wild Animals Act 1976. We also say that all dogs must be micro-chipped.

g) We have explained more fully the additional charges that may be made for services we provide, for example where tenants live in sheltered accommodation.

h) We have tightened our conditions about the storage of items within the property to tackle the problem of hoarding; and we have expanded our conditions regarding tenants living in properties with communal areas, especially regarding keeping these areas clear at all times.

2.3 Other changes are explained in Appendix 2.

2.4 Tenants will be informed of the type of tenancy that they have in their offer of tenancy letter and on 'sign up' will sign the 'grant of tenancy' which clearly states the type of tenancy being granted.

2.5 It is important to remember that we are not ending any tenancies, but we are making changes to some of the existing conditions.

3. Consulting with and formally notifying tenants

3.1 As we are making significant changes to our tenancy agreements it will be necessary to go through a formal process of consultation, sending a preliminary notice explaining the changes to every individual tenant, and then sending a formal notice of variation to each individual tenant.

3.2 We will consult with tenants about the changes by using members of the East Devon Readers' Panel, members of the tenants Key Players list, an article in Housing Matters newsletter, and talking to the Tenant Involvement Forum.

3.3 We will send every tenant a preliminary notice letter (Appendix 3) and include with this 'an explanation of the proposed changes to our introductory, secure and flexible tenancy agreements' (Appendix 1). We will not be including a full copy of the revised tenancy agreement at this stage, but copies will be available on our website and around the district (see Appendix 2).

3.4 Once finalised we will send every tenant a notice of variation (Appendix 4) and a copy of the new tenancy agreement. We must make sure that tenants receive enough notice of the changes to allow them to give up their tenancy if they wish to. We will therefore send out the notice of variation at least 6 weeks prior to the effective date.

3.5 We plan for the new tenancy agreement to come in to effect from 1 January 2016.

3.6 A timetable for introduction of revised tenancy agreement is set out below:

Date	Action
19 May – 5 June	Consultation with Readers' Panels, and Key Players
18 June	HRB to consider proposals
14 July	Consultation with Tenant Involvement Forum
3 August – 4 September	Preliminary notices sent out to all tenants – deadline for feedback - 4 September
5 November	Report back to HRB on outcomes from consultation and preliminary notice

16 November	Mail out of notice of variation to all tenants
1 January 2016	New tenancy becomes effective

- 3.7 Due to the timescales involved we request that the Board recommend that the Strategic Lead for Housing, Health and Environment and the Portfolio Holder for Sustainable Homes and Communities are given delegated authority to make any necessary changes to the revised agreement that arise from the consultation and the preliminary notice.



Your tenancy agreement

Effective from 1 January 2016

Contents

1. Introduction
2. About the type of tenancy agreement you have
3. Grounds for possession of your home
4. Your responsibilities
5. Your rights
6. Our responsibilities
7. Ending your tenancy
8. Using your personal information, data protection and the National Fraud Initiative
9. Contracts rights of third parties
10. Future acts of parliament
11. Definitions

1 Introduction

Please read this agreement carefully before accepting the tenancy. The tenancy agreement sets out the rights and responsibilities you have as a tenant and we have as your landlord.

By signing this agreement you are entering into a legally binding contract with East Devon District Council. If there is anything which you do not understand you can ask us to explain this to you by contacting a member of the Housing Needs team or you can get advice from the Citizens Advice Bureau or a solicitor.

This tenancy agreement is used for:

- Introductory tenancies
- Flexible tenancies
- Secure tenancies

You will be told of the type of tenancy that you are on in your offer of tenancy letter.

If you are joint tenants each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the property, the other tenant must still keep to these conditions which include paying rent.

Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living or visiting your home. This includes children.

In some circumstances additional conditions may apply to your tenancy. These may apply to particular types of properties including housing for older people and flats. We will tell you about these special conditions in your offer of tenancy letter.

The property is inspected before it is let to you and all necessary repairs to our fixtures and fittings will have been completed. The property is let free of furniture and possessions.

The tenancy includes the use of any communal areas for all proper purposes in connection with the use and enjoyment of the property.

Reference is made in this tenancy agreement to your tenant handbook. The handbook provides more information about your tenancy and is designed as an easy reference guide but does not form part of the tenancy agreement.

At the back of this agreement is a list of definitions which explain some of the terms we use.

If you wish to serve notice on East Devon District Council relating to your tenancy, please deliver it or send it to:

East Devon District Council, Service Lead for Housing, Knowle, Sidmouth, Devon, EX10 8HL

2 About the type of tenancy you have

2.1 Introductory tenants (Section 124 of the Housing Act 1996)

Your introductory tenancy will last for 12 months from the date when the tenancy commenced. At the end of this period, if you have not broken any of the conditions of your tenancy, it will become either a secure or flexible tenancy. You will have been told which applies to you when you are offered the introductory tenancy.

If during your introductory tenancy you break any of the conditions of your tenancy we may take action to end your tenancy and it is possible that you will be evicted from your home. The Council has the discretion to extend the introductory tenancy for a further 6 months if possession action is being progressed.

Introductory tenants do not have as many legal rights as secure tenants. Details of your rights under this agreement are set out in Section 5. As an introductory tenant you do not have the right to

- Exchange
- Buy your property
- Take in lodgers
- Sublet
- Make improvements.

As an introductory tenant you do not have security of tenure within the meaning of Section 79 of the Housing Act 1985.

2.2 Flexible tenants (Section 154 of the Localism Act 2011)

This tenancy is a flexible tenancy under Section 154 of the Localism Act 2011 and is for a fixed term. The length of this fixed term will be set out in your offer of tenancy letter.

During the fixed term we will not interfere with your right to live in the property unless you break any of the conditions of your tenancy. If we need to take legal action to end your tenancy because you have broken any of the terms of your tenancy agreement we cannot evict you from your home without a court of law agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

We will begin to renew your flexible tenancy at least 12 months prior to the end of the fixed term. We will write and tell you the outcome. If we decide not to renew your tenancy we will give you at least 6 months notice of our decision.

2.3 Secure tenants (Housing Act 1985)

A secure tenancy does not have an expiry date. If you have a secure tenancy we will not interfere with your right to live in your home unless you break any of the conditions of your tenancy agreement. If we need to take legal action to end your tenancy we cannot evict you from your home without a court of law agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

Secure tenants have more legal rights and these are set out in Section 5.

3 Grounds for possession of your home

3.1 The right to live peacefully in your home

We will not interfere with your right to live peacefully in your home unless one of the following applies:

- You break any conditions of the agreement. If you do we can take legal action to either make you meet the conditions or pursue a court order to evict you.
- You find another home or you stop using the property as your only or principal home.
- You have given false and misleading information to get the tenancy
- We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
- You fail to give access to allow us to carry out our legal duty to undertake an annual safety inspection of our gas appliances
- There is any other reason under the Housing Act 1985 or any future law which allows us to get involved.
- You are living in a property which is one of a group let to people with special needs, or which we built or adapted for a person with a disability, and:
 - You no longer need that type of home, and
 - We need the property for someone else with special needs.

3.2 For introductory tenancies only

We can repossess the property by giving you a written notice of seeking possession. This should specify a date not less than four weeks from the notice when we will apply to the court for a possession order. If you remain in the property after this date we are entitled to a court order to evict you.

3.3 For secure and flexible tenancies (during the fixed term)

We cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are seeking to possess your home. The tenancy can only be ended if:

- We prove one of the grounds of possession set out in law and
- The court considers our actions reasonable and gives a possession order.

For flexible tenants this only applies during the length of the fixed term and not at the end of the tenancy.

4 Your responsibilities

4.1 Act responsibly and respect the property

We expect our tenants to act in a responsible manner at all times and to have respect for the property, the surroundings, the neighbours and our officers, agents and contractors. These responsibilities and obligations apply to you, members of your household and any other person living or visiting your home including children.

You may not be given another Council home in the future if:

- you are evicted for a breach of this agreement,
- you have abandoned your home,
- you still owe rent, or
- you left the home in poor condition and have not paid for repair or replacement of damaged items.

4.2 Pay your rent

4.2.1

You must pay the weekly rent, and any other charges made for your home, two weeks in advance. Payment is due on the first Monday of each fortnight. Any other charges may include, but are not limited to, water, sewerage, heating, and charges for support services.

Rent payments can also be made monthly or four weekly by prior arrangement with the Council. Please contact the Housing Rental team. Please note that when paying rent, all payments must be paid in advance.

4.2.2

With certain tenancies charges may be made for services we provide. We will tell you about any that apply in the tenancy offer letter and grant of secure tenancy declaration. For example, if your property is classed as sheltered housing you are required to pay support charges made up of an alarm service charge, a housing management charge and a support charge.

4.2.3

If you do not make all your payments on time, or fall into arrears, we can apply to a court for a possession order.

If you have any outstanding charges, either from a previous tenancy or as a result of a breach of a tenancy condition which we have remedied on your behalf, we will apportion any incoming payment to prioritise these debts. We will write to you and tell you how much you owe us and how your payments will be structured.

4.2.4

We may vary the rent, and any other charges, but before doing so will give you at least four weeks' written notice. A variation in rent will normally occur every year at the start of each financial year (April). We will tell you in writing about the details of the variation and give you an opportunity to end the tenancy before the variation takes place.

4.2.5

If you claim housing benefit or council tax allowance you must immediately notify the Council of any changes of circumstances that may affect your benefit entitlement. For further advice, please contact the Housing Benefit section at the Council Offices, or refer to benefit leaflets or any decision letters sent by us.

4.2.6 Tenants with household incomes of £60,000 or over:

We will charge tenants with high incomes a market rent to stay in their homes. If the income in your household is at least £60,000 per tax year, you are required to make a written declaration to us to this effect. In this instance 'household' means the tenant or joint tenants, and the spouse, civil partner or partner of a tenant if they are also residing at the property. 'Household income' means the sum of the incomes of the household, or where the household consists of two or more persons, the sum of the two highest incomes in the household.

4.3 Conduct of tenancy and antisocial behaviour**4.3.1**

You and any joint tenants are responsible for the behaviour of your children and people living in or visiting your home. We will take legal action to evict you if we can prove that you, your relatives, your children or visitors behave antisocially.

You or any person living in or visiting your home, and communal areas, must not:

- a. do anything that causes or is likely to cause nuisance or annoyance to a person residing, working in or visiting the local area. This includes people living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers
- b. do anything that interferes with the peace, comfort, or quiet enjoyment of any other person
- c. commit any form of hate crime, harass, or threaten to harass, or use, or threaten to use violence or intimidate a person because of their race, colour, ethnic origin, nationality, age, sexuality, religion or disability
- d. use the property for any criminal, immoral or illegal purpose, which includes being involved in the supply of any illegal or controlled drugs or storing or handling stolen goods
- e. harass, or threaten to harass, or intimidate, or use, or threaten, verbal or physical violence towards our employees or representatives
- f. use, or threaten to use, violence or abuse, including psychological abuse, towards any person living in the property. If you do, and that person has to leave the property because of violence, or threats of violence or abuse against them, we can take steps to evict you from your home and will have no responsibility to re-house you
- g. write threatening, abusive or insulting letters or graffiti, or use social media to harass, threaten or intimidate another person
- h. allow any pet to cause a nuisance, annoyance, damage or public health risk.

4.4 Living in your home

4.4.1

You must live at the property and it must be your only or principal home. You must use the property only as a private dwelling house. You must not use your home for any improper, illegal, immoral or antisocial purpose. You must not commit an offence which could lead to a conviction.

4.4.2

We will take immediate steps to recover possession of the property if any tenant or occupant is concerned in:

- a. the supply, storage or manufacture of controlled drugs or other illegal substances,
- b. domestic and sexual violence and abuse,
- c. storing stolen property,
- d. prostitution, or
- e. any other serious arrestable offence.

4.4.3

If you are going to leave the property unoccupied for more than 28 days you must let us know in writing, confirm your intention to return and provide us with contact details.

4.4.4

If you wish to run a business from your home you will need our prior written consent. We will not refuse consent unreasonably or unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or damage to the property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you 28 days notice. You may need planning permission for some businesses.

4.5 Condition of your home and garden**4.5.1**

You must keep the inside and outside of your home, including internal decoration, garage and any outbuildings, in a neat and tidy condition. You may be charged the cost of cleaning your home if you allow it to become dirty or infested with vermin.

You must ensure that chimneys and flues are kept free from obstruction and that chimneys, where in use, are swept at least once a year, or more frequently if necessary.

4.5.2

Gardens and verges must be regularly trimmed, well maintained and free from rubbish. Boundary hedges should be trimmed at least once a year and kept below two metres in height; they must not obstruct any highways or rights of way. You must not remove any trees or boundary hedges without our written consent.

You must not plant any trees, hedges or large shrubs which are likely to become dangerous, cause nuisance to your neighbours or damage to property. If you are in doubt please seek our advice.

Any ditches or water courses should be kept free flowing and not obstructed in any way.

4.5.3

You must not keep in or around the property any dangerous, offensive, harmful or flammable materials (such as petrol or certain chemicals) except those that can reasonably be put to domestic use. You may not put up or use any material that may cause damage or injury on or at the property (for example barbed wire, broken glass or asbestos).

4.5.4

You must not keep, store, or fail to dispose of any items within the property in such a way that they may cause a health and safety risk, a fire hazard, or block access or escape routes for anyone living in or visiting the property, or prevents the use of the room as a living space.

4.6 Repairs

4.6.1

You must inform us promptly of any defects to the property that are our responsibility. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in your home or people visiting your home.

4.6.2

You are responsible for keeping the inside of the property in a good condition and decorating the inside of the property. You are also responsible for doing certain minor repairs and replacements. Please refer to your tenant's handbook for detailed information on what minor repairs and replacements are your responsibility.

4.6.3

We reserve the right to repair any damage that compromises the security, safety or fabric of the property that would otherwise be your responsibility, if it is not put right within an agreed period of time. We will recover our costs from you.

4.6.4

Where a mutual exchange has taken place, you take on responsibility for any fixtures and fittings put in by the previous tenant unless we have agreed otherwise.

4.7 Refuse disposal and recycling

4.7.1

You will be responsible for your own household refuse and items to be recycled. You must make sure that these do not cause problems to neighbours or that the bins used for these do not cause obstructions on roads, communal areas or pathways.

You must make sure that all refuse and recycling is contained in a bin and placed at the designated area on the collection day. If you have a recycling box, you will be responsible for making sure that items which can be recycled are separated from your dustbin.

4.7.2

You must dispose safely of your unwanted bulky household items, for example white goods, furniture, as soon as possible and not later than 28 days after placing outside of the dwelling. Please contact us for further details.

4.8 Keeping pets

4.8.1

You may keep a domestic pet or pets in your home provided they are well cared for and kept under proper control. If any animal you keep in the property causes nuisance, annoyance, damage or a public health risk to anyone in the local area, including our employees or representatives, we can ask you to remove it or take legal action for breaching the nuisance clause of this agreement. You must not keep a dog that is covered by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976.

4.8.2

You must:

- a. be responsible for the care of your pet(s)
- b. comply with any legislation concerning the keeping and control of your pet(s)
- c. keep your dog(s) and other pet(s) under control at all times and not allow excessive barking or fouling by dogs on other people's property or other nuisance behaviour
- d. keep garden areas free of animal faeces and not allow your pet to foul shared areas
- e. not allow intentional breeding of animals
- f. you must not install any type of pet flap or exit without our prior written permission – we cannot allow these items to be fitted in any fire rated door, window or wall
- g. make sure that all of your dogs are micro-chipped.

4.8.3

We will ask you to remove an animal if we believe that any animal you keep is causing a nuisance or we believe it is unsuitable to be kept in the property and we can withdraw our implied permission for you to keep animals at the property in the future. We will do this in writing giving our reasons and the date by which you must comply.

4.8.4

We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.

4.9 Parking your car or other vehicles

4.9.1

You may park a vehicle within the boundaries of your property if you have a properly constructed hard standing with a pavement-kerb crossing. You may not park a vehicle which is not taxed or which is unroadworthy on the property or on any council housing land.

4.9.2

You must obtain written permission from us to park boats, caravans, trailers or small trade vehicles on the property or on any council housing land. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances.

4.9.3

You must not do large scale car repairs including engine changes, body part replacements and paint spraying, to any vehicle on the land around the property, on car parking areas or on the road. You may carry out routine maintenance to your own vehicle such as the changing of tyres, plugs or oil, providing this does not cause a hazard or nuisance or annoyance. You will be responsible for the cost of making good any damage caused to the property or communal areas as a result of vehicle repairs and maintenance that you have carried out.

4.10 Access to your home**4.10.1**

You must allow our employees or representatives reasonable access to your home to inspect its condition, do repairs or improvements to the property or an adjoining property, or to deal with any health and safety issue including the annual safety inspection and servicing of the Council's gas appliances. We will give you reasonable notice if we require such access. In an emergency we may have no alternative but to enter your home without notice by any necessary means.

4.10.2

Under the Gas Safety (Installation and Use) Regulations 1998, we must service all the gas appliances that we are responsible for every 12 months. You must co-operate fully by allowing access for this work to be done at the times requested by the Council. Due to the risks of health and safety to you, your household, the property and tenants and properties in the vicinity if a gas appliance is not serviced, we reserve the right to use reasonable force to enter your home if you refuse to let us in to do the work.

4.10.3

We may exercise this right immediately in a genuine emergency by using reasonable force to enter your home or we may ask the court to confirm our right to do this by making a court order. If we get a court order to enter your home you will be responsible for our associated costs.

4.11 Communal areas

4.11.1

If you occupy a property that has communal areas, for example with some flats or maisonettes, you must:

- keep clean any communal areas within the building
- make sure that all recycling and rubbish is either stored in your property or placed in the correct bin, and placed outside the block on the day of collection.

4.11.2

You must not:

- litter, dirty, obstruct or block, the communal areas
- put any items in the communal areas as these cause a potential fire risk; this includes, but is not limited to, mats, plants, rubbish or recycling, mobility scooters or other aides, bicycles and children's toys and buggies
- block any escape routes from the building
- tamper with, or allow anyone else to damage or deface, any door entry, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters
- smoke, or allow your relatives or visitors to smoke, in any communal areas
- allow any pets you have to foul any communal areas
- throw or allow anything to fall from any windows, balconies or communal areas.

4.12 Insurance

4.12.1

We are responsible for insuring the building against fire, lightning, explosion, storm and flood. Our policy does not cover accidental damage. We will not accept responsibility for any damage caused by you or members of your family, or any person visiting the property. You, members of your family, or any person visiting the property, shall not do or permit to be done in or about the property any act which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance.

4.12.2

We do not insure any of the contents. We strongly advise that you take out Home Contents Insurance with the standard perils of fire, theft, vandalism and water damage, and accidental damage on a 'new for old' basis.

4.13 Second home

4.13.1

During your tenancy you must not (either solely or jointly) own or rent any other residential property which is physically and legally available for you to live in and which would be reasonable for you to live in as your principal home. You must tell us immediately if you own or part own a residential property or have another residential lease or tenancy.

4.13.2

If you inherit a property this condition is enforceable once the inherited property is no longer subject to probate or you have owned the property for more than 12 months.

4.13.3

If we discover that you have a legal or beneficial interest in another property we will require you to provide evidence that it is not your principal home. In deciding whether you have broken this tenancy condition, we will consider your circumstances and whether;

- the property is fit to live in
- you have acquired the property for use as a holiday home only and whether it is suitable for that purpose
- whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disability or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.

5 YOUR RIGHTS

The rights listed here do not apply to all tenancy types. Where they differ or do not apply this will be made clear in italics below the relevant section.

5.1 Right to succession

We will consider all issues about tenancy succession taking into account Section 87 of the Housing Act 1985 and Section 106 of the Localism Act 2011.

5.1.1

If you became a tenant **before 1st April 2013** and providing there has been no previous succession, when you die your tenancy will pass to your husband, wife or civil partner if they are living with you at the time of death. If you do not have a husband, wife or civil partner when you die,

your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, but does not include foster children.

5.1.2

If you became a tenant **after 1st April 2013**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death. That person must occupy the property as their only or principal home at the time of the tenant's death.

5.1.3

If your tenancy passed to you when the previous tenant died, no one else has the right to succeed your tenancy.

Where a joint tenant becomes a sole tenant this counts as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving husband or wife).

5.1.4

If the property is not suitable for the needs of your relative (for example the property becomes under occupied) we may request them to move to a more suitable property. We can only use this reason between 6 and 12 months after the previous tenant's death and only by court order.

For introductory tenancies, after a succession the tenancy will remain introductory until the one year has passed.

Succession to a flexible tenancy will only be for the remainder of the fixed term.

5.2 Assignment of tenancy

Assignment is when you pass the rights of your tenancy, in full, to somebody else, where allowed by the Housing Act 1985. Assignment of a tenancy is not allowed in law except in these cases:

- an assignment by way of exchange (see Clause 5.5)
- an assignment made under a court order
- an assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.

For introductory tenancies: It is usually only possible for an introductory tenancy to be passed to someone else during your lifetime if it is part of a divorce or separation settlement.

5.3 Lodgers and subletting (Secure and flexible tenancies only)

As a secure or flexible tenant you may allow people to reside as lodgers at the property (rent a room and share household facilities). You may sublet **part** of the property with our written consent but you must not sublet the whole property as this invalidates your tenancy.

Introductory tenants do not have the right to take in lodgers or sublet.

5.4 Right to request a transfer (Secure and flexible tenancies only)

5.4.1

As a secure or flexible tenant you can ask to transfer to alternative accommodation. You will need to register on Devon Home Choice at www.devonhomechoice.com and bid for properties suitable for your needs.

5.4.2

We will not normally allow you to transfer to another property owned by us, or any other social landlord, if:

- the property is unsuitable for your needs
- you owe us rent,
- your property is in poor condition,
- you have made improvements or alterations to the property without our written consent, or
- there is evidence of antisocial behaviour or fraud linked with your tenancy or housing application
- we have already served you with a notice seeking possession.

Introductory tenants do not have the right to request a transfer.

5.5 Right to exchange (Secure and flexible tenancies only)

5.5.1

You may be allowed to exchange your home with another Council or housing association tenant. You will need to register with Homeswapper at www.homeswapper.co.uk and seek a suitable property to exchange with.

5.5.2

We may refuse consent in certain circumstances. You may not exchange your property if you have rent arrears or if the property is not suitable for your needs.

5.5.3

You will be responsible for reimbursing to us the costs of all gas and electrical safety checks which we undertake on exchange.

5.5.4

Tenants in sheltered housing can only exchange their tenancy with a person eligible to live in sheltered housing.

Introductory tenants do not have the right to exchange.

5.6 Right to make improvements and changes to your home (Secure and flexible tenancies only)

5.6.1

You may carry out alterations or improvements to your home but you must first get our written consent. We will not unreasonably refuse your request but you may also need other permissions (for example planning permission and/or building regulations approval). All these improvements must be done to our satisfaction.

5.6.2

Any such alterations or improvements will normally become our property when the tenancy is ended. Alternatively, at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added, and make good to the fabric of the building. If you do not do this to our satisfaction we will do the necessary work and recharge you the cost plus expenses.

5.6.3

Examples of changes include, but is not limited to, putting up aerials, outbuildings, sheds, greenhouses, fencing and clothes lines that you have put up, as well as any other internal (for example laminate flooring) or external alterations (including decorating the outside of your home). You must not artex the internal walls of the property or fix polystyrene tiles to ceilings.

5.6.4

You are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them.

Introductory tenants do not have the right to make improvements

5.7 Right to compensation for improvements (Secure tenants only)

At the end of your tenancy, you have the right to claim compensation from us for improvements you have made to your home with our consent. You can only apply for compensation for certain kinds of improvement that started on or after 1 April 1994. Please contact us for further information.

Tenants on a flexible tenancy do not have the right to compensation for improvement.

Introductory tenants do not have the right to make improvements and so do not have the right to compensation for improvements.

5.8 Right to repair

In certain circumstances you have the right to require us to get a second contractor to do certain small urgent repairs which might affect your health, safety or security. This only applies to repairs that are our responsibility and which we have not completed within a prescribed time. Please contact us for further details.

5.9 Buying your home (Secure and flexible tenancies only)

You may have the right to buy your home if you fulfil all the legal requirements. The government's leaflet 'Want to make your home your own?' gives more information and is available from our Right to Buy Administrator. However certain properties, such as our sheltered homes, are excluded from the right to buy.

Introductory tenants do not have the right to buy their property.

5.10 Right to information

You have the right to see:

- all our policies relating to housing issues including allocations, exchanges and any other housing related issue
- certain personal information we hold to do with your tenancy or housing application.

We may charge you for copies of these details. You should make a formal request in writing to see any information we have.

6 OUR RESPONSIBILITIES

6.1 Doing repairs

6.1.1

We will keep in good repair:

- and proper working order our installations for supplying water, gas, electricity and sanitation including basins, sinks, baths, and toilet fittings
- and proper working order our installations for room and water heating
- the structure and exterior of the property including drains, gutters and external pipes
- the lift service, where provided,
- the communal entrances, halls and stairways in flats, as well as any other areas for use by all tenants and their families and visitors
- and decorate the outside of your home and communal areas of flats and maisonettes.

We will do repairs which are our responsibility within a reasonable period and will tell you of the timescale for completion of your repair.

6.1.2

The exceptions to this are repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.

6.2 Right to be consulted and involved

There is a Resident Involvement Strategy which sets out how tenants can be involved in decisions about housing services and the areas where they live. We will always consult you over any significant proposed changes in housing management and consider your views before putting the changes into effect.

6.3 Changes to the tenancy agreement

It is rare that we make any changes to the tenancy agreement. However, we do review it to make sure that it is clear and that it complies with the law. Before making any significant amendments or changes to the agreement we will tell you of the proposed changes, and consider your views, before putting the changes into effect. We will give you at least

four weeks' notice in writing, together with any information needed to let you know the nature and effect of the changes. We will give you an opportunity to end the tenancy before the changes take place, should you wish to do so.

6.4 Service of legal documents

Where it is necessary to serve legal documents on you this will be done in one of the following ways:

- handing it to you in person or to any adult at the property
- delivering it through the letter box of the property
- sending it by first class post to the property or to your last known home address or work address.

6.5 Giving our consent

Where the agreement says that you need to get our consent to do something, we will not unreasonably withhold it. We may withhold consent if we believe nuisance, annoyance, or damage will occur. We may give our consent subject to certain conditions. If you do not keep to these extra conditions, we will withdraw our consent. We will give you a written explanation if we cannot give consent. Consent means our consent in writing.

Please address any letters to the relevant department or to the Service Lead, Housing.

6.6 Customer Service

We will make sure that you receive the highest possible standards of customer service at all times within the resources we have available. If you would like more information about the standards you can expect when dealing with us, we can let you have our customer service strategies and standards. You can also see these on our website www.eastdevon.gov.uk.

6.7 Complaints

If you feel that we have not met our obligations under this agreement, we would urge you to use the Council's complaints procedure, details of which can be obtained from our offices. We take all complaints very seriously.

7 ENDING YOUR TENANCY

7.1 Your rights

This section applies to introductory tenancies, secure tenancies and flexible tenancies at the end of the fixed term.

7.1.1

If you wish to give up your tenancy, you must give us four weeks' written notice, ending on a Sunday. In certain circumstances we may agree to end the tenancy earlier than four weeks. Only a named tenant can end the tenancy but if you are joint tenants, either, or any, of you can end the tenancy. The rights of the other tenant(s) will end and they must leave the property, this is known as vacant possession.

7.1.2

All keys to the property must be handed in to the Council offices before 12 noon on the Monday after the tenancy ends. If you do not do this we will charge you further rent and any other reasonable costs.

7.1.3

The property must be left in a clean condition, clear of all rubbish, and free of your furniture and possessions. You must leave all fixtures and fittings intact and in the condition they were in at the start of the tenancy, except for fair wear and tear.

7.1.4

We will take steps to recover from you any reasonable costs we incur in:

- replacing or repairing any missing or damaged items
- replacing or repairing any alterations which do not comply with relevant regulations
- replacing or repairing any alterations for which we did not give our written consent under Section 5 'Your rights: Right to make improvements to your home'
- meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date.

7.1.5

We will remove and store any items left in the premises after the termination date for a maximum of twenty-eight days. We will notify you of this at your last known address. If the items are not collected within twenty-eight days we will dispose of them and you will be liable for our reasonable costs of disposal.

7.1.6

In the event of your death, your next of kin or executor must notify us in writing of your death and terminate the tenancy. The tenancy will

continue until we receive notice and failure to terminate the tenancy may incur further costs against your estate including unpaid rent.

7.1.7

If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.

7.1.8 Ending a flexible tenancy during the course of the fixed term (Break Clause)

(this applies to flexible tenants only)

You may terminate a flexible tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the date on which you wish to end the tenancy (the break date).

The break notice shall be of no effect if any of the following apply at the time of the break date stated in your break notice

- you have not paid any part of the rent which was due to have been paid in respect of the tenancy
- vacant possession of the whole of the property is not given
- you are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property.

Subject to the above, following the service of a break notice this tenancy agreement shall end on the break date.

Ending this tenancy agreement on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this tenancy agreement.

If you end your tenancy we will, within fourteen days of the break date, refund to you any rent that you have paid for the period after and excluding the break date to the next rent payment date. This will be calculated on a daily basis.

7.2 Our rights and responsibilities - ending a flexible tenancy at the end of the fixed term (flexible tenancies only)

7.2.1

We will begin to review your flexible tenancy at least 12 months prior to the end of the fixed term. We will write to you to tell you the outcome of the review. Where your circumstances, or those of your household, have not changed significantly over the course of the fixed term we will renew

the flexible tenancy for a further fixed term, other than in exceptional circumstances.

7.2.2

We will renew the flexible term tenancy unless:

- a. the property has become larger than you or your current family require or the property has become overcrowded
- b. your household income has risen to above the income limit as set out in the Devon Home Choice Policy
- c. the property has adaptations which are no longer required by yourself or a member of your family
- d. your rent account is in arrears at the time of the review or has been in arrears for at least six out of the last twelve months. (Exceptions can be made for tenants getting assistance with their rent from Housing Benefits, those who we consider to have only minor rent arrears, or those who have made an agreement to pay by instalments and have kept to this agreement.)
- e. there has been a breach of tenancy conditions and you have been served with a notice seeking possession
- f. we intend to demolish, redevelop or dispose of your property within the next five years. (In these situations we will consider offering a flexible tenancy of between 2 and 5 years for the property or suitable alternative accommodation.)

7.2.3

When considering whether to renew a flexible tenancy we will take into account:

- circumstances where there is a clear need for the household to remain in the same location and other suitable accommodation is not available locally. This will usually only apply in our rural areas.
- circumstances where the property has had to be adapted to meet the needs of a particular tenant or member of their household and this work would have to be duplicated in a new property.

7.2.4

If we are not going to renew your flexible tenancy agreement, we will give you at least six months notice that the fixed term is coming to an end. A further notice will be sent to you at least two months prior to the end date. We will make it clear that we do not propose to grant another tenancy and the reason for that decision.

7.2.5

You have a right to request a review of our decision not to renew a flexible tenancy within 21 days but only where this does not accord with our published tenancy policy. Such a request should be made to the Housing Needs and Strategy Manager.

You can request an oral hearing and the review will be conducted by someone senior to the maker of the original decision, who was not involved in that decision.

The review must be carried out prior to possession proceedings being issued.

7.2.6

To end your flexible tenancy we need to obtain a possession order from the court.

7.3 Our rights and responsibilities - re-entry (flexible tenancies only)

7.3.1

If you do not occupy your property as your principal home, or if you illegally sub-let the whole property we may wish to exercise a right of re-entry. We may re-enter the property (or any part of the property) at any time after any of the following:

- any rent is unpaid for twenty-one days after becoming payable whether it has been formally demanded or not
- any breach of any condition of this tenancy agreement has occurred
- an act of insolvency on the part of the tenant.

7.3.2

If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately. We also have the right to remedy any other breaches of the tenancy agreement we may find and pursue any legal recourse necessary to resolve these issues.

This does not affect any rights you have under the Protection from Eviction Act 1977.

8 USING YOUR PERSONAL INFORMATION, DATA PROTECTION AND NATIONAL FRAUD INITIATIVE

8.1 Your personal information

8.1.1

By signing this agreement, you agree to provide us with up to date details of you and your households when requested, such as during a tenancy

audit interview at your home. This is for the purpose of preventing fraud. It is important that you notify us of any changes to your personal information.

8.1.2

We use your personal information for responding to your enquiries, providing services to you and managing our relationship with you. We will also use the information to:

- notify you of changes we are considering or planning to make
- help us improve our services
- inform you about our services.

We will tell you how we will use information we collect from you, for example in an interview, survey form or on our website.

8.1.3

We may apply markers to your information for example, in relation to your vulnerability or health status to enable us to tailor and deliver services to you. As part of research exercises we may use your personal information. You will remain anonymous and it will not be possible to link it back to you.

8.1.4

Information will be retained for 12 years after the termination of your tenancy. A copy of our Data Protection Policy is available on request.

8.2 Sharing your personal information

8.2.1

On signing the tenancy agreement you agree that we are able to release personal information where there is a legal obligation to do so. This will include:

Utility companies, as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection,

Rental payments, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery,

Repairs, whether emergency, urgent or repairs at our discretion, we may provide tenant's contact details to the agents, contractors or repairers, together with any information about you we consider is important for them to know.

Right to Buy enquiries when we have to provide tenant contact details to the valuers.

8.3 National Fraud Initiative

We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, where requested. For further information please contact Audit Services on 01395 516551 or see our website www.eastdevon.gov.uk.

8.4 Housing fraud

You must not carry out or commit any fraud related to your occupation of the property. Housing fraud can result in both criminal prosecution and civil financial penalties.

9 CONTRACT RIGHTS FOR THIRD PARTIES

A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10 FUTURE ACTS OF PARLIAMENT

This agreement takes into account the following legislation:

- Housing Act 1985
- Housing Act 1996
- Data Protection Act 1998
- Contracts (Right of Third Parties) Act 1999
- Freedom of Information Act 2000
- Anti-social Behaviour Act 2003
- Civil Partnership Act 2005
- Unfair Terms in Consumer Contract Regulations 1999
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Anti-social Behaviour, Crime and Policing Act 2014

Unless expressly stated to the contrary any reference to a specific piece of legislation includes any legislative extension, modification, amendment or re-enactment of that legislation and any regulations or orders made under it and any general reference to a piece of legislation including any regulations or orders made under that legislation.

11 Definitions

We have tried to write this in plain language. However, there are some terms which need explanation, and they are listed here. They have a very exact meaning because it is a legal document. The words may have a more general or more limited meaning than you would normally expect. All expressions in the singular also carry the plural meaning, unless the context requires otherwise.

Alarm charge

This charge covers the cost of the alarm equipment installed in our sheltered properties and monitoring and responding to calls

Antisocial behaviour/behave antisocially

Anything which causes fear, alarm or distress to one or more persons not of the same household. This includes damage to property or behaviour that is likely to injure, intimidate, and cause alarm or distress

Assignment

Passing the rights in full of your secure tenancy to somebody else where allowed by the Housing Act 1985

Break Clause

A clause in the tenancy agreement which provides an opportunity for the tenant and/or the landlord to give notice (typically 2 months notice) during the fixed term of the tenancy to end the tenancy early. Essentially, either party can 'break' the tenancy before the end date, as long as the correct procedures are followed

Break Notice

The legal document which either the tenant or the landlord serves on each other to bring about the ending of the tenancy during the fixed term of a flexible tenancy

Break Date

This is the date which will be found in the Break Notice which effectively ends the tenancy and will be the date that the property should be delivered back to the Council with vacant possession

Building

This refers to the total fabric of the block and associated external areas in which your property (usually a flat) is located

Communal areas

Any part of the building and communal land which all tenants share or can use. This includes, but is not limited to, entrances, corridors, hallways, stairs and stairwells, landings, external walkways, paths and all means of escape from the building

Council, or we, us, our

This means East Devon District Council as landlord and/or our agents

Court Order

This is given by a court to order a tenant to either do a particular action or cease doing an action

Domestic Abuse

Any abuse between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the abuse occurs. The abuse may include physical, psychological, sexual, emotional or financial abuse

Emergency

A situation that could cause personal injury or damage to your home or a neighbouring home

Exchange

To swap your tenancy with another person by mutual agreement where allowed by the Housing Act 1985. This is done through the legal process of assignment

Fraud

Examples of housing fraud include, but are not limited to, subletting the property, abandoning the property, not telling the truth so as to induce the granting of a tenancy, housing benefit and council tax fraud. Housing fraud can result in both criminal prosecution and civil financial penalties

Garden

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences paths and paved areas

Hate crime

This means any crime that is targeted at a person because of hostility or prejudice towards that person's disability, race or ethnicity, religion or belief, sexual orientation, or transgender identity. These crimes can be committed against a person or a property

Home

The property let to you under this agreement

Household

This means all the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time

Housing management charge

This covers the tasks done by the mobile support officers which help to support the tenant in their home and to maintain the fabric of our property and communal areas.

Improvement

Any addition or alteration to the property

Injunction

A court order commanding you not to do an act or requiring a positive step

Joint tenancy

This is a tenancy granted to two or more (up to a maximum of four) people. Each tenant is jointly and separately liable for the tenants' obligations in the tenancy agreement. The Council can enforce tenancy obligations against all or one of the joint tenants in the agreement

Landlord's fixtures and fittings

This means all appliances in the property supplied by the Council including installations for supplying or using gas, electricity and water

Local area

The area of East Devon District Council

Lodger

A person who pays you money to share the property

Neighbours

Everyone living in the local area, including people who own their own homes and other tenants

Notice

A formal written document, given either by you or us, saying that you, or we, intend to end the tenancy agreement

Partner

A husband, wife, common law partner, civil partner, same sex partner or any other person with whom you cohabit in an established relationship

Possession Order

A formal instruction from a court that gives us permission to take action to seek a warrant from the Court Bailiff to make you leave the property

Property

The dwelling together with any yard, garden, garage and outhouse but excluding the loft spaces

Recharge

A charge we will make to you for any costs we incur as a result of something you have not done, something you have done without our permission or any alterations you have made with our permission but which do not meet our standards

Relatives

Parents, children, adopted children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, and step relatives

Rent

The contractual sum payable by the tenant to the landlord as compensation for the tenant's right to possession of the property for the term of the tenancy

Sheltered housing

Properties specifically for people who are over 55 years of age or have a disability that would mean they would benefit from the support of a Mobile Support Officer

Subletting

Creating a sub tenancy out of the secure tenancy which gives up possession of part of the property

Succession

When a tenant dies the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances. There can only be one succession in law

Support charge

This covers the personal service provided by our mobile support officers for issues not to do with the tenancy such as the calls and visits, advice and support on wellbeing matters and supporting communal activities

Service charges

Any charges above your rent which apply to your property or tenancy such as water, sewerage, communal heating and lighting

Tax year

A year beginning on 6 April

Tenant

The person responsible for paying rent to the Council under this agreement

Termination date

This is the day on which the tenancy ends.

Transfer

When you move to another property owned by us or you move with our agreement to a property owned by another social landlord

Violence

This includes harassment, physical, mental, emotional and sexual abuse

Written consent

This means a letter from the Council giving you permission to do certain things. If you need to seek our consent to do something, this needs to be done in writing by a letter

You, your

This means you as the tenant of the landlord and in the case of joint tenants, any one or all of the joint tenants

An explanation of the proposed changes to our introductory, secure and flexible tenancy agreements

We are not ending your tenancy but we are making some changes to your existing tenancy.

We are not making many large changes to the tenancy agreements but we are bringing them up to date with current practice and legislation, and making them clearer for you to understand. Most of the changes are minor and consist of adding further explanation to existing requirements.

In this leaflet we give you an overview of the key changes.

One document instead of three

The new document brings the introductory, secure and flexible tenancies in one. This will bring benefits including:

- introductory tenants can see at the start of their tenancy the conditions of the tenancy type that they will have at the end of the introductory period
- it will no longer be necessary to send out another tenancy agreement at end of introductory period – we will just send out a letter confirming that the introductory period has been completed and the tenancy has become either secure or flexible
- many conditions for all three agreements are the same throughout – where they are not this is made clear.

Sections in a better order

We have changed the order of the sections in the tenancy agreements. We feel it is important that you are aware of your responsibilities and have therefore put these towards the start of the agreement.

The new order is now:

Section 1	Introduction
Section 2	About the type of tenancy agreement you have
Section 3	Grounds for possession of your home
Section 4	Your responsibilities
Section 5	Your rights
Section 6	Our responsibilities
Section 7	Ending your tenancy
Section 8	Using your personal information, data protection and the National Fraud Initiative
Section 9	Contracts rights of third parties
Section 10	Acts of parliament
Section 11	Definitions

Some new sections

These include sections on

‘About the type of tenancy you have’ – explains the different types of tenancy agreement.

‘Grounds for possession’ – explains that we will not interfere with your right to live peacefully in your home unless certain events occur. It also explains how we can bring your tenancy to an end.

‘Ending your tenancy’ – this puts into one section the information about how you and we can end your tenancy.

Some new clauses

These include information on:

- Tenants with household incomes of £60,000 or over
- Second homes

Some new information in existing clauses

These include information on:

- Paying your rent
- Condition of your home
- Keeping pets
- Access to your home
- Right to succession
- Right to exchange
- Using your personal information, data protection and national fraud initiative

Review of the changes section by section

Section 1 Introduction

This gives you general information about your tenancy agreement. It is important that you read the whole document and if you do not understand any of the terms please ask us, or get advice from a solicitor or the Citizens Advice Bureau.

We have made no significant changes to the information in this section.

Section 2 About the type of tenancy you have

In this section we explain the three types of tenancy agreement, introductory, flexible and secure. Introductory tenancies are usually for 12 months and tenants do not have the right to exchange, buy their property, take in lodgers, sublet or make improvements.

Flexible tenancies are for a fixed term, usually five years. Flexible tenants have most of the same rights as secure tenants.

Secure tenancies do not have an end date.

Section 3 Grounds for possession of your home

This sets out the conditions in which we can repossess your property. For introductory tenancies we can repossess the property by giving you a written Notice of Seeking Possession. To end a secure tenancy we have to prove one of the grounds of possession and the court has to consider our actions reasonable. If we wish to end a flexible tenancy during the length of the fixed term we also need to prove one of the grounds of possession.

Section 4 Your responsibilities

Paying your rent: - we have explained what is meant by 'support charges'. If you live in one of our sheltered properties you are required to pay support charges made up of an alarm service charge, a housing management charge and a support charge. Section 11 'Definitions' gives a description of what these charges are for.

We have made it clear that if you have any outstanding charges, either from a previous tenancy or as a result of a breach of a tenancy condition which we have remedied on your behalf, we will apportion any incoming payment to prioritise these debts.

Tenants with household incomes of £60,000 or over:- this is a new clause in the tenancy agreements. If you have a household income of over £60,000 per year you must tell us and we will charge tenants with these higher incomes the market rent for their property.

Condition of your home and garden:- We have included two new clauses here, one about cleaning and one about storing items. You may be charged for cleaning if you allow your home to become dirty or infested with vermin. You must not keep or store items any items that cause a health and safety risk, fire hazard or block access or escape routes.

Repairs:- You must inform us promptly of any defects to the property that are our responsibility. This is not a new requirement but it was not clearly stated in the previous introductory tenancy agreement. It applies to all types of tenancy.

Keeping pets:- We have tightened up our rules about keeping pets. You must not keep a dog that is covered by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976. We list the rules you must follow if you do keep pets at your property. We will ask you to remove any animal that we believe is unsuitable or causing a nuisance. We will charge you if we have to clean up after your pets, or repair damaged caused by them.

There is a new requirement that you must not install any type of pet flap or exit without our prior written permission and we will not allow these to be fitted in any fire rated door, window or wall.

We also now require you to make sure that all your dogs are micro-chipped.

Parking your car or other vehicles:- We clarify the type of car repair work you can do at the property. You will be responsible for the cost of making good any damage caused as a result of any repairs carried out.

Access to your home:- We must service all gas appliances that we are responsible for every 12 months and you must co-operate fully by allowing access for this work, at the times requested by the Council. If we have to get a court order to enter your home you will be responsible for our associated costs.

Communal areas:- we have given more information and guidance for tenants living in properties with communal areas. You must keep these areas clean and free from rubbish. We list the things that you must not do which include blocking any escape routes, putting items that may cause a potential fire risk in communal areas, tamper with emergency alarm equipment, or smoke in the communal areas.

Second homes:- this is a new clause for all tenancy types. You must not own or rent any other residential property which would be reasonable for you to live in as your main home. We give more details about the conditions around second homes.

Section 5 Your rights

Under each separate clause we clarify which rights the individual tenancy types have.

For example introductory tenants cannot:

- Assign their tenancy unless it is part of a divorce or separation settlement
- Sublet or take in lodgers
- Transfer or exchange their property
- Make improvements and changes to their homes
- Buy their home

Flexible tenancies do not have the right to be compensated for any improvements.

Right to succession:- The laws on succession apply to all types of tenancy. They vary depending on when whether your tenancy started before or after 1st April 2013. If the tenancy started after 1st April 2013 then the tenancy can only pass to your husband, wife, civil partner, or person who lives with you as if they were one of these. Prior to that, other family members who lived with you could succeed. Full details about succession are in the tenancy agreement.

Right to exchange:- We clarify that tenants in sheltered housing can only exchange their tenancy with a person eligible to live in sheltered housing.

We have introduced charges for gas and electrical safety checks. You will be responsible for reimbursing to us the costs of all gas and electrical safety checks which we undertake on an exchange of tenancy.

Right to make improvements:- Secure and flexible tenants can make improvements with our written consent. If you do not get our permission we may ask you to remove, at your own expense, any structures you have added and make good the fabric of the building. We have added that if you do not do this to our satisfaction we will do the necessary work and recharge you for the cost plus expenses. We have also added that repairs to any changes made are your responsibility unless you have an agreement with us to repair and maintain the changes you have made.

Section 6 Our Responsibilities

Re-entry – need to explain whether this applies to all tenancies or just flexible

Section 7 Ending your tenancy

The information in this section is not new but we have put all the information about how you or we can end your tenancy together in one place. We include information about ending a flexible tenancy during the course of the fixed term and the process for ending a flexible tenancy at the end of the fixed term.

Section 8 Using your personal information, data protection and National Fraud Initiative

We have put in new details about using your personal information. We explain how we will use this information and that we may apply markers to your information to tailor and deliver services to you.

We have also put in details about the prevention of fraud and explain that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud. Housing fraud can result in criminal and civil financial penalties.

Section 9 Contract rights of third parties, and Section 10 Future acts of Parliament

We have made no significant changes to these sections.

Section 11 Definitions

Our previous introductory, secure and flexible tenancy agreements had different lists of definitions (jargon), with the introductory tenancy in particular having very few. This section gives a comprehensive list of definitions which will help you when reading through your tenancy agreement.

We have included new definitions, such as for ‘alarm charge’, ‘fraud’, ‘hate crime’, ‘housing management charge’ and several other terms.

The definitions of ‘break clause’, ‘break notice’, and ‘break date’ only apply to flexible tenancies.

Draft preliminary notice letter

Dear

Preliminary Notice of Variation to your tenancy

We are updating our introductory, secure and flexible tenancy agreements **and combining them into one agreement.** We are proposing the addition of some new terms and the varying of others. The new document will comply with current legal requirements and practices. We are not ending your tenancy but just changing your existing tenancy.

Bringing these three separate agreements into one document will make it easier for you to clearly understand your responsibilities and rights. It will be easier for tenants on an introductory tenancy to understand the terms of the tenancy that they will have at the end of the introductory period.

Enclosed with this letter is a booklet outlining the key changes that we are making. A full copy of the proposed revised tenancy agreement is available for you to see at the main reception of the Council Office's, Knowle, Sidmouth. This is open 8.30 am to 5 pm Monday to Friday. It is also available at a number of other locations across the district and a full list of these is enclosed with this letter. You can also view a copy on our website at: If you are unable to view the new agreement at any of these locations and would like us to send you a printed version please contact the Housing Project Officers on 01395 519982 or email housingstrategy@eastdevon.gov.uk.

What happens next

We want to hear your views. We invite you to make any final comments you may have on the proposed new tenancy terms by **Friday 11 September 2015**. It is important that we know if you approve of changes we have made, as well as where you are not in favour of any changes. We ask that, if possible, you put your comments in writing.

Please send your written comments to :

The Housing Projects Officers, East Devon District Council, Housing, Knowle, Sidmouth, Devon EX10 8HL or email housingstrategy@eastdevon.gov.uk.

We will consider all comments we receive and make any further amendments we feel necessary. You should be aware that we need to seek your comments and take them into account, but we do not legally have to make the alterations you may suggest. Your comments will be considered by the Strategic Lead for Housing and the Portfolio Holder for Sustainable Homes and Communities.

After this consultation period we will serve you with a formal Notice of Variation (under Section 103 of the Housing Act 1985). This will include a copy of the new Tenancy Agreement and will tell you the date on which the new agreement will become effective.

Yours sincerely

John Golding

Strategic Lead for Housing

Disclaimer

We have tried to make sure that this letter is only sent to tenants who currently have an EDDC tenancy agreement. If you have a non secure tenancy or a licence, and have received a Preliminary Notice of Variation, this notice does not apply to your tenancy and this letter has been sent in error. Please ignore this letter and accept our apologies.

Draft notice of variation letter

Dear

**New Tenancy Agreement – effective from 1 January 2016
Notice of Variation to your tenancy (Section 103 Housing Act 1985)**

We wrote to you in August to consult you about proposed changes to your tenancy agreement. We have had good feedback and considered all the comments made by tenants. We would like to thank all of you who contacted us during the consultation process.

We now enclose your new, revised tenancy agreement. This replaces your old agreement. You don't need to sign anything but you should keep this tenancy agreement in a safe place.

Please note that this is a new document – it is not a new tenancy. We are not ending your tenancy but we are making some changes to your existing tenancy. These were explained in the leaflet which accompanied the preliminary notice letter sent to you in August.

The new document is a combined agreement which includes our introductory, secure and flexible tenancy agreements. The agreement will come into effect on Friday 1 January 2016.

If you have any queries or concerns about this letter or the new agreement, please contact the Housing Project Officer on 01395 519982.

Yours sincerely

John Golding
Strategic Lead for Housing

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None



Agenda item: 10

Subject: **Tenancy Anti-Fraud Policy and Tenancy Anti-Fraud Strategy**

Purpose of report: To present to the Board a draft Tenancy Anti-Fraud Policy and draft Tenancy Anti-Fraud Strategy for approval following the recommendations from the South West Audit Partnership (SWAP) our internal auditors. The Council needs to ensure an anti-fraud culture is embedded throughout the authority and having a Tenancy Anti-Fraud Policy and Strategy in place will provide a documented approach which defines how the council will prevent and address tenancy fraud.

Recommendation: **For members to approve the Tenancy Anti-Fraud Policy and Tenancy Anti-Fraud Strategy.**

Reason for recommendation: To comply with the recommendations of our auditor and show the Council's commitment to preventing and tackling tenancy fraud.

Officer: Housing Projects Officer, Melissa Wall mwall@eastdevon.gov.uk 01395 519982

Financial implications: The report indicates that there may be costs in continuing the fraud investigation work after funding ceases at the end of 2015 but these have not been evaluated at this stage.

Legal implications: The legal implications are set out within the report and appendices which states the Council's ongoing statutory requirement to deal with Housing Fraud.

Equalities impact: Medium Impact
May result in vulnerable households being evicted.

Risk: Low Risk

Links to background information:

Link to Council Plan: Living in this outstanding place

Report in full

1 Background

- 1.1 Social housing is a valuable national asset which is in great demand. The Audit Commission estimate that as many as 50,000 social homes across the country may be occupied fraudulently. The National Fraud Authority (NFA) has identified that local authority tenancy fraud costs the public purse an estimated £845 million each year in temporary accommodation charges. Those who commit tenancy fraud deprive people who are genuinely in need from accessing social housing.

- 1.2 As a Council we have a duty to make the best use of public assets and to ensure it is for those who are genuinely in need.
- 1.3 The Board has received reports on our approach and position on tackling tenancy fraud in January 2010, March 2012 and January 2014.
- 1.4 In November 2014 a report by SWAP (South West Audit Partnership) found that there is no documented approach which defines how the Council will address those found guilty of tenancy fraud. The report recommended that a Tenancy Anti-Fraud Strategy and Tenancy Anti-Fraud Policy are drafted for Member approval. The policy and strategy should be accessible and clearly outline how social housing fraud is to be prevented and tackled.
- 1.5 These documents are shown in **annex 1** (strategy) **and 2** (policy).

2 Devon Social Housing Fraud Forum

- 2.1 In 2013 the Council became a partner of the Devon Social Housing Fraud Forum (DSHFF) along with other local authorities and registered providers within the Devon Home Choice Partnership. Three tenancy fraud investigators based at Plymouth City Council are employed to investigate and prosecute, where appropriate, cases of social housing fraud. Any suspected cases of tenancy fraud within our housing stock are currently referred to DSHFF by either our Estate Management or Housing Needs teams via a referral form.
- 2.2 To date, there have been 9 referrals to DSHFF within East Devon, 7 of which have been referred by the Council. Of these cases 4 have been closed with no further action and the remainder are under investigation. A Sanctions Policy is in use by the Forum as a framework for partners to deliver a fair and consistent approach. This is reproduced in **annex 3**.
- 2.3 Within the partnership, there have been a total of 192 referrals (as at April 2015) which has resulted in 2 prosecutions, 5 cautions, 5 keys handed back and 3 where the landlord has gained possession.
- 2.4 The funding for DSHFF will cease after 2015. Plymouth City Council intends to expand their fraud team and have offered to support and work alongside other Local Authorities. Kelly Lawson our Corporate Counter Fraud & Compliance Officer has confirmed that she will take on any tenancy fraud work after 2015 and will work with Plymouth City Council. There may be a cost implication for this work.

East Devon District Council**Tenancy Anti-Fraud Strategy**

Issue Details		
Title	Tenancy Anti-Fraud Strategy	
Issue & version no.	Draft 2	
Officer responsible	Service Lead for Housing	
Approved by:	Housing Review Board	Date:
Date for review:		

1. Introduction and background

- 1.1 Social housing is a valuable national asset which is in great demand. The Audit Commission estimate that as many as 50,000 social homes across the country may be occupied fraudulently. The National Fraud Authority (NFA) has identified that local authority tenancy fraud costs the public purse an estimated £845 million each year in temporary accommodation charges. Those who commit tenancy fraud deprive people who are genuinely in need from accessing social housing. As a Council we have a duty to make best use of public assets and to ensure it is for those who are genuinely in need.
- 1.2 Fraud prevention is a regulatory requirement based on statutory provisions and as such applies to all current and prospective tenants.
- 1.3 This Tenancy Anti-Fraud Strategy sets out East Devon District Council's (the Council) approach to tackling tenancy fraud within its housing stock.
- 1.4 This strategy should be read in conjunction with the Council's Tenancy Anti-Fraud Policy.

2. What is tenancy Fraud?

- 2.1 Tenancy fraud or misuse can present itself in various forms and at any stage during the tenancy lifecycle. The following list is not exhaustive, but does include the main types of tenancy fraud:
 - Fraudulently obtaining a tenancy through misrepresentation of identity or circumstances.
 - Unlawful subletting including subletting the whole property to a single household or multiple sub-lets within one property
 - Non-occupation by the tenant as their principal home
 - Wrongly claimed succession
 - Unauthorised assignment of the tenancy
 - 'Key Selling' – where the tenant leaves the property and passes on the keys in return for a one-off lump sum payment or favour.
- 2.2 The above offences come under the following legislation:
 - The Housing Act 1985
 - The Housing Act 1996
 - The Fraud Act 2006
 - Prevention of Social Housing Fraud Act 2013

3. Impact of tenancy fraud

- 3.1 As a Council we have a duty to make best use of public assets and to ensure it is for those who are genuinely in need. Tenancy fraud has a damaging effect for the following reasons:
 - It can prevent those with a genuine need from access to Council housing.
 - The Council is unable to make best use of its housing stock.

- Some tenants may spend longer in overcrowded or temporary housing if they are prevented from accessing housing because it is being fraudulently used.
- When properties are used fraudulently, either sublet to unauthorised tenants, or left empty, the Council, as landlord, have little or no control over managing the property and jeopardise our ability to respond and deal with cases of anti-social behaviour and repairs issues.
- There is greater risk of the property being used for illegal purposes.
- Unauthorised subtenants, unaware of their status, are at risk of being charged high rents or risk eviction and homelessness.

4. Roles & responsibilities for implementing this strategy

- 4.1 The Council is committed to tackling tenancy fraud. All housing staff will receive periodic training on how to identify the different types of tenancy fraud, its implications and the ways to prevent and detect fraudulent activity.
- 4.2 The service lead for Housing is responsible for implementing this strategy. The service lead for Housing is responsible for ensuring that all staff involved in the implementation of this strategy are aware of and trained in this strategy and its procedures.
- 4.3 Estate Management Officers are responsible for referring and investigating reports of tenancy fraud.

5. Procedures and implementing good practice

The Council has a range of measures to combat tenancy fraud. These include preventative measures to prevent tenancy fraud from entering the system in the first place and detection measures.

5.1 Prevention

The Council actively seek to prevent tenancy fraud from the outset. The key points at which social housing fraud is most likely to be prevented is at the application stage and during the sign up stage if an applicant is being considered for a property.

5.1.1 Making an application

Before a potential tenant is accepted onto the Council's waiting list, identity, address and financial checks are carried out to verify the information provided by the applicant. Devon Home Choice has comprehensive procedures which should be followed during the application stage.

5.1.2 Start of the tenancy

We carry out comprehensive 'sign up' interviews during which we undertake a series of identification and verification checks. We ensure that the prospective tenant and their family/household circumstance are what they say they are. Proof of address is sought prior

to the tenancy being granted and birth certificates are also required for all children living at the property.

The Council endeavours to ensure we allocate the right people to the right home. Staff involved in the process are aware of the potential for tenancy fraud and the importance of the sign up process for preventing tenancies being obtained by deception. Where a property has been obtained by deception and false statement the tenant can be prosecuted within the first 6 months of the tenancy under the Housing Act.

Appendix A details the documents we accept to validate identity and residency.

Evidence of identity and residency should be photocopied by the officer, the officer should then sign, print name, print position and date the photocopy with the statement 'I can confirm this photocopy is a true and accurate photocopy of the original document'.

5.1.3 Use of photographs

We require photo identification at the sign up interview (see appendix A) and if this is not forthcoming we take photographs of the tenant. Copies of the photo identification or the photo are stored on the house file and in accordance with the Council's Data Protection Policy.

5.2 Detection & deterrence

The Council will actively detect cases of tenancy fraud.

5.2.1 Settling in visits

Within 6 weeks of a new tenant moving into sheltered accommodation they are visited by a Mobile Support Officer. For general purpose housing an Estate Management Officer will visit within 3 months of moving in. The purpose of the visit is to ensure that the new tenant has moved in and is using the property as their principal home. The Officer will validate the tenant's identity to ensure it corresponds with the information held on file and ensure that all household members are in occupation, particularly all children detailed on the housing application. The visit is also an opportunity to check that they have no outstanding issues and are receiving any help or support that they may require.

5.2.2 Tenancy Audits

Tenancy audits can be a high-impact method for detecting and deterring tenancy fraud. The Estate Management Officers carry out in-depth unannounced estate inspections often referred to as 'blitz days' once a year. This involves visiting every property within a designated area and checking on who is living in the home. The primary purpose of the tenancy audits is to validate the identity and occupancy of the property. A tenancy audit checklist is completed at the visit (see Appendix B). Visiting Officers obtain the names and dates of birth of the tenant and all household members including relatives living at the property and lodgers. Documents to validate identification and to prove residency are requested from the tenant (see Appendix A for list of accepted documents). A record of the visit and details are recorded onto the Tenancy Audit spreadsheet. The Estate Management Officer will follow up any suspected cases of tenancy fraud.

Where practicably possible when conducting tenancy audits we will follow good practice and the procedures listed below:

- Programmed visits should take place during spring/summer months with lighter evenings as this increases the likelihood of tenants opening their doors and reduces health & safety risks for visiting officers.
- Staff conducting visits should wear ID badges.
- A risk-based approach should be taken to visiting properties in pairs.
- Visits should be unannounced, the date and time of visits should be kept confidential to avoid residents becoming aware of planned visits.
- A standard tenancy audit pro-forma with scripted questions should be used for all visits (see Appendix B – Tenancy Audit form).
- Where the Council holds photographs of tenants on housing records, a copy of them should be provided to the visiting officer.
- If the registered tenant is not present at the time of the tenancy audit, the pro-forma should include a set of standard questions to be asked of whoever is present at the time. Information gathered at this stage may help to inform any future investigation.
- The tenancy audit form should be signed and dated on completion by the tenant, or where the tenant was absent, the person providing the information, and countersigned by the visiting officer.
- Three unannounced visits should be conducted at different times before requesting the tenant contacts the office.
- Where visits are made outside office hours a senior member of staff should be accessible on one of the Council's telephone numbers to reassure tenants with concerns about bogus callers. This number should be visible on the tenancy audit pro-forma.
- Failed calls should not be 'carded' until three attempts to catch the tenant at home have been made.
- Tenancy visits can be used to capture photographs of tenants who have held the tenancy prior to the introduction of photographs at 'sign up'.
- Informal checks with next door neighbours can provide helpful information about who is living in the property and the best time to call.
- Where the visiting officer is unable to catch the tenant at home following three unsuccessful visits the case should be referred for further investigation.

Good practice suggests introducing a checklist for targeting 'high risk' tenancies where:

- There has been no contact with the tenant for the past 6 months.
- Properties where there is no access for gas servicing.
- Where no repairs have been reported in the previous 12 months
- Tenancies where consent to sublet was previously refused, or period for which consent was granted has expired.
- Accounts where the rent is always paid:
 - Several months in advance or where there is significant credit on the rent account;

- In cash;
- Where the name on the bank standing order or direct debit does not match with that of the tenant.

We will periodically review potential 'high risk' tenancies.

5.2.3 **Devon Social Housing Fraud Forum (DSHFF)**

East Devon District Council is a partner of the Devon Social Housing Fraud Forum (DSHFF). The forum, which includes 10 local authorities and registered providers within the Devon Home Choice Partnership, was formed after a successful bid for funding from the Department for Communities and Local Government (DCLG). The funding was for 2 years from 2013 to 2015 and is used to employ 3 Tenancy Fraud Investigators based at Plymouth City Council. The main aim of the DSHFF is to investigate and prosecute where appropriate cases of possible social housing fraud from participating Devon Home Choice partner landlords.

5.2.4 **Responding to reports of suspected tenancy fraud**

Public reports of suspected tenancy fraud are an important source of information. Local residents are in a good position to notice changes in their neighbourhoods. We encourage staff and tenants to report any suspected incidents of tenancy fraud. We have a confidential fraud hotline available (01395 517494) where you can leave a message.

Good practice recommends that all staff and tenants should have clear advice on:

- How to report suspected incidents of tenancy abuse
- The investigation stages involved
- A named contact with responsibility for undertaking investigations
- The type of evidence required to be successful

Our Estate Management Officers follow up any reported incidents and refer them to the DSHFF. The DSHFF will lead any investigations with assistance from the Estate Management Officers.

The Council takes tenancy fraud very seriously and will take action to regain possession of properties. Housing staff receive relevant periodic training on tenancy fraud and have a clear procedure to follow.

5.2.5 **Publicity campaign**

We recognise the role members of the public play in detecting tenancy fraud. In order to raise awareness of tenancy fraud the Council will:

- Undertake periodic publicity campaigns
- Publish articles in Housing Matters magazine
- Put information on our website
- Put information in our tenants handbook
- Put up notices and posters in our community centres
- Liaison with tenant groups
- Use existing communication mechanisms such as rent statements and repair receipts.

- Publicise successful prosecutions

5.2.6 National Fraud Initiative (NFI)

The Council will take part in the National Fraud Initiative which is a data matching exercise run by the Audit Commission every two years. We will use the information obtained through the initiative to its full potential to help combat tenancy fraud.

6. Reporting suspected tenancy fraud

6.1 The public can report suspected cases of tenancy fraud:

- By phoning the dedicated confidential fraud hotline (01395 517494). You can leave a voicemail message 24 hours a day.
- By phoning one of our Estate Management Officers 01395 516615 ext. 2381 or 2396
- By phoning the Devon Social Housing Fraud Forum on 01752 304450
- By emailing socialhousingfraud@plymouth.gov.uk
- Alternatively you can write to one of our Estate Management Officers at the council address.

7. Right to buy fraud

7.1 Right to buy fraud refers to any case where a tenant has applied for, or completed the purchase of a socially rented home under the right to buy scheme and has misrepresented their circumstances to either gain a discount they are not entitled to, or exercised the right to buy when they are not entitled to.

7.2 The most common examples are:

- Misrepresenting the length of tenancy in order to gain a greater discount
- Attempting to purchase a property whilst not using it as their sole or principal home
- Not disclosing previous rent arrears, possession orders, transfers or evictions
- Misrepresenting the household composition for example submitting a joint right to buy application with someone who does not reside at the property or has not done so for the required period.

7.3 The Audit Commission in 'Protecting the Public Purse 2012' highlighted that right to buy fraud was an emerging risk and significant area of potential financial loss for local authorities. The increased discounts introduced in 2012 and 2014 has resulted in an increase in the number of right to buy applications and subsequently the risk of right to buy fraud occurring.

7.4 With every application we carry out verification checks which include each applicant providing photographic identification (i.e. passport, photo card driving licence, armed forces ID card) and proof of address which must be no more than 3 months old and show name and current address (i.e. household utility bill, bank or credit card statement, tax document).

The tenancy history and qualifying period are checked by the right to buy officer and the applicant is visited in their home by a technical officer.

8. Monitoring & Review

- 8.1 All suspected tenancy fraud reports received by the Council and those referred to DSHFF will be recorded and reported to the Housing Review Board once a year.
- 8.2 The report to the Housing Review Board from DSHFF should include the number of referrals made from the Council to DSHFF, the stage any investigation is at and the result of any investigation. This will enable the Council to assess the performance of DSHFF.
- 8.3 This strategy will be reviewed every two years, unless legislation or further developments require it to be reviewed before this date. This will ensure the strategy meets its objectives and takes account of good practice developments.

9. Related Policies & Strategies

East Devon District Council's policies & strategies

Tenancy Anti-Fraud Policy
 Anti fraud, theft & corruption policy
 Tenancy policy
 Tenancy strategy

Other organisations policies & strategies

Devon Social Housing Fraud Forum sanctions policy
 Devon Home Choice Fraud Strategy

Legislation & Guidance

Chartered Institute of Housing; How to tackle tenancy fraud (2012)
 Tackling Unlawful subletting and occupancy: Good practice guidance for social landlords (CLG)
 National Fraud Authority; Guide to tackling housing tenancy fraud.
 Prevention of Social Housing Fraud Act 2013
 The Fraud Act 2006
 The Housing Act 1996
 Housing Act 1985
 Data Protection Act 1998

Appendix A

Proof of identity

The following documents can be accepted to validate identity:

- Current valid full passport
- Current valid UK photo-card driving license together with paper copy
- Current valid UK photo-card provisional driving licence
- Armed Forces ID card
- Firearms certificate or shotgun licence

Together with one of the following:

- Home Office documents confirming status
- A current, valid credit card or debit card with supporting bank statement with address
- Child benefit or job seekers allowance book showing name and address
- Pension book showing name and address
- For elderly residents, a travel pass issued for free public transport (with photograph)

If a passport or driving licence with a photograph is not available, it is possible to accept two of the following forms of identification:

- Home Office documents confirming status
- A current, valid credit card or debit card with supporting bank statement with address
- Child benefit or job seekers allowance book showing name and address
- Pension book showing name and address
- For elderly residents, a travel pass issued for free public transport (with photograph)

If none or only one of the above is available, the following documents may be considered, but do not provide conclusive proof of identity:

- Student identity card – from a reputable university or college
- Public sector work ID card
- National Insurance Number card
- Medical card with national insurance number
- Birth/adoption/marriage certificate
- P46/P60

The documentation must be the original copies. Photocopies will not be accepted.

Proof of residency

The following documents can be accepted to validate current residency:

- Household utility bill (e.g. gas, electricity, water or fixed line telephone but not a mobile phone). It must be no more than 3 months old and show your name and current address.

- Cheque guarantee card, credit card or debit card issued in the UK with an original bank, building society or credit card statement relating to the card presented which must be no more than three months old and show your name and current address.
- Council tax bill valid for the current year.
- HM revenue & Customs (Inland Revenue) tax document, e.g. tax assessment, notice of coding, statement of account. It must contain your full name and current address (P45s and P60s are not acceptable)
- Letter from Housing Benefit which confirms benefits to the current address.
- Car registration documents

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Appendix B

TENANCY AUDIT FORM

Date of audit		
Name of officer undertaking audit		
Address		
Name of person seen at property		
Is this the tenant?	Yes/No	
If not, please get name of tenant		
Joint tenancy?	Yes/No	
(Both) tenants' DOB	1.	2.
Ask to see ID – driving licence, benefit book, passport etc	<i>Make a note of what ID was seen</i>	
Telephone number		
Type of property (house, bungalow, flat – if flat position)		No. of bedrooms

Condition of property / garden

Condition of property	
Condition of garden	

Other occupants living at the property

Full Name	DOB	Sex	Relationship to tenant <i>(if not related to tenant confirm status e.g. lodger)</i>

Next of kin details

--

Are there any pets at the property?

--

East Devon District Council

Tenancy Anti-Fraud Policy

Issue Details		
Title	Tenancy Anti-Fraud Policy	
Issue & version no.	Draft 2	
Officer responsible	Service Lead for Housing	
Approved by:	Housing Review Board	Date:
Date for review:		

1. Introduction

- 1.1 This policy provides the framework for East Devon District Council (the Council) to address social housing tenancy fraud within the council's social housing stock.

2. What is tenancy Fraud?

- 2.1 Tenancy fraud or misuse can present itself in various forms and at any stage during the tenancy lifecycle. The following list is not exhaustive, but does include the main types of tenancy fraud:

- Fraudulently obtaining a tenancy through misrepresentation of identity or circumstances.
- Unlawful subletting including subletting the whole property to a single household or multiple sub-lets within one property
- Non-occupation by the tenant as their principal home
- Wrongly claimed succession
- Unauthorised assignment of the tenancy
- 'Key Selling' – where the tenant leaves the property and passes on the keys in return for a one-off lump sum payment or favour.

3. Legislation

- 3.1 The legal department is responsible for identifying and recommending the most suitable legislation (see Appendix A) under which to instigate proceedings following advice and guidance from Devon Social Housing Fraud Forum (DSHFF). The following legislation will be considered in cases of tenancy fraud:

- The Housing Act 1985
- The Housing Act 1996
- The Fraud Act 2006
- Prevention of Social Housing Fraud Act 2013

4. Sanctions and prosecution

- 4.1 The Council takes tenancy fraud very seriously and will take action against those found guilty of tenancy fraud. Our Estate Management Officers follow up any reported incidents of tenancy fraud and refer them to the Devon Social Housing Fraud Forum (DSHFF). The DSHFF will lead any investigations with assistance from the Estate Management Officers who will pass on all evidence and ensure it is accurate and supported.

- 4.2 If found guilty of tenancy fraud the following actions may be taken:

- Repossession of the home obtained by fraudulent means
- Exclusion from Devon Home Choice register
- A fine of up to £5,000
- A criminal conviction

- An unlawful profit order

4.3 The Devon Social Housing Fraud Forum Sanctions Policy (see Appendix B) provides the framework within which partners to the project can achieve a fair and consistent approach to tackling social housing fraud and the sanctions available.

4.4 There are a range of sanctions available and these may be used singly or in some instances a combination of sanctions may be used. This can include both civil and criminal proceedings.

Civil sanctions will be:

- **Removal from the Devon Home Choice housing register.** It will be the responsibility of the Housing Needs and Strategy Manager to ensure that on removing a person from the register that the action is reasonable, proportionate and in the public interest.
- **Loss of tenancy.** Where social housing has been obtained fraudulently there will always be a ground for possession, this is covered by legislation as well as within our tenancy agreements.

Criminal sanctions will be:

- **Simple caution.** A caution is an official warning issued to a person who has admitted to defrauding the council and is intended for those persons at the lower end of the range of tenancy fraud and first time offenders.
- **Prosecution.** Where a property has been obtained by deception and false statement the tenant can be prosecuted within the first 6 months of the tenancy under the Housing act. The six month time bar does not apply to fraud act offences.
- **Unlawful profit order.** An unlawful profit order requires the offender to pay the landlord an amount representing the profit made.

4.5 Prior to taking any civil or criminal action the Council will take into account the following:

- Seriousness of the offence (s)
- Strength of evidence
- Public interest
- Social factors such as age/state of health of the offender
- Co-operation and explanation of the offender
- Whether the fraud was premeditated
- Amount of profit obtained.

4.6 Any decision as to whether or not to prosecute will also take into account the Code for Crown Prosecutors and the evidential test and public interest test. The evidential test will consider whether there is sufficient evidence to provide a realistic prospect of conviction and that the evidence is reliable, credible and admissible. Where there is sufficient evidence the Council will consider whether a prosecution is required in the public interest.

4.7 In determining the sanction(s) to be used, decisions and actions will be made on a case by case basis, but using the policy as reference that contributes to the decision making purpose. The Council will strive to apply consistency when reaching a decision.

5. Responsibility

- 5.1 All housing staff have a responsibility to report suspected cases of tenancy fraud. The Estate Management Officers will be responsible for referring cases of suspected tenancy fraud to the investigators at DSHFF and working with them to provide evidence.
- 5.2 The Council will work closely with the fraud investigators but final decisions on the appropriate sanction(s) will be the responsibility of the service lead for Housing and the Council's legal department who will ultimately action the sanction.
- 5.3 The service lead for Housing is responsible for implementing this policy and for ensuring that all housing staff are aware of and trained in this policy and its procedures.

6. Monitoring & Review

- 6.1 All suspected tenancy fraud reports received by the Council and those referred to DSHFF will be recorded and reported to the Housing Review Board once a year.
- 6.2 The report to the Housing Review Board from DSHFF should include the number of referrals made from the Council to DSHFF, the stage any investigation is at and the result of any investigation. This will enable the Council to assess the performance of DSHFF.
- 6.3 This policy will be reviewed every two years, unless legislation or further developments require it to be reviewed before this date. This will ensure the policy meets its objectives and takes account of good practice developments.

7. Related Policies & Strategies

East Devon District Council's policies & strategies

Anti fraud, theft & corruption policy
 Tenancy policy
 Tenancy strategy

Other organisations policies & strategies

Devon Social Housing Fraud Forum sanctions policy
 Devon Home Choice Fraud Strategy

Legislation & Guidance

Chartered Institute of Housing; How to tackle tenancy fraud (2012)
 Chartered Institute of Housing; How to prevent right to buy and right to acquire fraud (2013)
 National Fraud Authority; Guide to tackling housing tenancy fraud.
 Prevention of Social Housing Fraud Act 2013
 The Fraud Act 2006
 The Housing Act 1996
 Housing Act 1985
 Data Protection Act 1998

Appendix A

Legislation

The Housing Act 1985

Part IV, section 81 of the Housing Act 1985, states that the tenant must occupy the dwelling as his only or principal home.

The act gives **secure** tenants the right to sublet part of their home and the right to take in lodgers both require the landlord's written consent and this would not be regarded as tenancy fraud.

The Housing Act 1996

The Housing Act 1996 sets out two separate offences of social housing fraud. It is an offense to knowingly or recklessly make a statement which is false or to knowingly withhold information when applying to join the local authority waiting list or when applying as a homeless person. A strict time limit of six months applies and a prosecution cannot be pursued once the time limit has expired. Offences under this act are punishable by a fine of up to level 5 (the current maximum penalty is £5,000).

The Fraud Act 2006

Section 2 of the act covers fraud by false representation, for an offense to have been committed the false representation needs to be dishonest and there must be intent to either create a gain or loss for that person or another person. Section 3 covers fraud by failing to disclose information, again there also has to be dishonesty and intent to create a gain or loss.

Prevention of Social Housing Fraud Act 2013

The act creates two new criminal offences in relation to secure tenants. An offence is committed where a secure tenant knowingly sublets or parts with possession of the whole or part of their dwelling in breach of an express or implied term of their tenancy agreement. A criminal offence is also committed where a tenant acts dishonestly in the circumstances described above. The act gives local authorities the power to prosecute these offences. The act additionally provides for courts to make orders for the recovery from defendants of profits made from unlawful sub-letting either following conviction or in separate civil proceedings.

Appendix B
Devon Social Housing Fraud Form Sanctions Policy

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Devon Social Housing Fraud Forum Sanctions Policy

1.0 Purpose

The purpose of this policy is to provide a framework within which partners to the project can achieve a fair and consistent approach to tackling social housing fraud in Devon.

- 1.1 There are a range of sanctions potentially available in most instances and in determining outcomes, decisions will always need to be made on a case by case basis. However this policy can be used as a reference that contributes to that decision making purpose.
- 1.2 The aim of the project is to prevent and detect social housing fraud in Devon. Sanctions used need to have regard to a number of factors, one of which will be how the sanction contributes to deterrence.
- 1.3 The partnership is committed to preventing fraud and it is the combination of the probability of detection and the nature of any sanction that will create a deterrence culture.
- 1.4 Sanctions applied under this policy will be expected to serve as a deterrent as well as enabling prevention and detection of fraud.
- 1.5 Each case will however be based on its own merits in a fair and balanced way, and we will neither discriminate positively nor negatively in any case.

2.0 Legislative framework

The following are the main pieces of legislation we will be working with.

- 2.1 Housing Act 1996
- 2.2 Fraud Act 2006
- 2.3 Prevention of Social Housing Fraud Act 2013
- 2.4 Data Protection Act 2003
- 2.5 Police and Criminal Evidence Act 1984

3.0 Range of sanctions

There are a range of sanctions available and these may be used singly or in some instances in combination. This can include both civil and criminal proceedings and these can also be used in conjunction with one another.

- 3.1 Civil sanctions will be
 - (i) Removal from the Devon Home Choice housing register.
 - (ii) Loss of tenancy.
- 3.2 Criminal sanctions will be
 - (i) Simple caution
 - (ii) Prosecution
- (iii) Unlawful profit order (see section 7.5)

4.0 Decision making

There needs to be a common understanding of the decision making process, that respects the ordinary chain of command within different partner organisations. All of the following will be made in accordance with the policies of each partner organisation and taking account of the various partnership agreements that each have entered into. Whilst observing these protocols partners will work closely with the fraud investigators, who will be able to give expert advice and support.

- 4.1 Final decisions over the Devon Home Choice housing register will be made by the appropriate manager within each of the ten LA areas as set out in the DHC policy.
- 4.2 Decisions about any action that may lead to the loss of a tenancy will be made by the appropriate housing manager within each housing provider.
- 4.3 Decisions to issue a simple caution will be made by the designated person within each partner LA.
- 4.4 Decisions to prosecute will be made by the designated person within each LA and/or the LA legal team.
- 4.5 Decisions to pursue an unlawful profit order will be made by the designated person within each LA and/or the LA legal team.

5.0 Removal from the housing register

- 5.1 [Devon Home Choice policy](#) specifically allows for people who have, “Knowingly given false or misleading information or withheld information that has been reasonably requested” to be treated as ‘non qualifying’ persons.
- 5.2 This need not have led to possession, prosecution or other enforcement action, and therefore it is likely that in most cases this sanction will be applied singly or in conjunction with other sanctions to most people who have committed one of these acts.
- 5.3 The policy also suggests that normally this exclusion would apply where the acts had been committed within the previous two years, but also says that in cases of a more serious nature, for example, those involving criminal prosecution, a longer time-scale may be appropriate. Removal from the housing register is therefore a sanction that must be considered on a case by case basis and the length of the sanction would depend on the circumstances. An applicant would also have the right to seek a review of this decision, and could potentially reapply and ask for this to be considered again before the end of the initial sanction period.
- 5.4 There could be some situations where it might be appropriate to apply this sanction initially, but where it later becomes in the public interest to remove it. For example an applicant for provided false information might be reasonably removed from the housing register, but could subsequently become disabled. Depending on the circumstances it may no longer be in the public interest to continue the sanction.
- 5.5 There are other grounds for a person to be deemed non qualifying and be removed from the register, which include circumstances where breaches of tenancy have occurred. As unlawfully subletting a social rented home would be a breach of tenancy this would permit this

sanction to also be applied in these cases. It should be noted that this could also apply where the tenancy has been ended by means other than possession.

- 5.6 Removal from the housing register should be considered in circumstances where the offence is seen as being very low level, but should also be considered in conjunction with the issue of a simple caution, where a prosecution is sought, or where there has been a loss of tenancy.
- 5.7 In some cases a prosecution may not be successful and this should not automatically mean that the removal from the register is unsound. However in all cases where a prosecution has failed, then any previous decision to remove someone from the housing register should be reviewed. It should be noted however that because of the different burden of proof, it may be perfectly legitimate to continue to exclude someone from the housing register even though a prosecution has failed.
- 5.8 Within each partner organisation the decision to remove someone from the housing register will normally be made by an appropriate manager with responsibility for the housing register, and in conjunction with their fraud team where appropriate. Most cases of social housing fraud that are discovered will however result in any applications to the housing register being removed, although it will be for the relevant manager to ensure that this action is reasonable, proportionate and in the public interest.

6.0 Simple Caution

- 6.1 A simple caution was formerly referred to as a 'formal caution', and can be administered by a local authority.
- 6.2 Simple cautions issued by the police should be administered in accordance with the guidance given in the [Ministry of Justice guidance](#) which took effect from 08 April 2013.
- 6.3 Although caution schemes used by Local Authorities need not be bound by this, the guidance itself suggests that we may adopt this guidance if we wish. In the interest of consistency and of ensuring that we set and follow the highest standards cautions issued under this policy will therefore be issued in accordance with the Ministry of Justice guidance.
- 6.4 Simple cautions will usually be most appropriate in cases of low level offending and first time offenders.
- 6.5 It would be for the designated person in each LA to determine whether to issue a simple caution or not,
- 6.6 A simple caution can only be offered where an admission of guilt has already been made. A simple caution must not however be offered in order to secure an admission of guilt.
- 6.7 Simple cautions should not normally be issued where there has been a previous caution issued for a related offence within the previous two years,

- 6.8 A simple caution will not normally be offered where the offence has been committed by an employee of any partner agency or landlord, as this may be seen a breach of trust and therefore a more significant level of offending.
- 6.9 When a simple caution is issued this will be recorded on a database and this information will be shared with other LA partners in Devon. This information sharing will be done in accordance with the Data Protection Act 2003, and (where appropriate) in line with the declaration and information sharing protocol signed by applicants for social housing in Devon.

7.0 Prosecution

- 7.1 As part of the decision as to whether or not to prosecute, the nature and extent of any offence(s) will need to be considered, as will the range of offences which may have been committed contrary to a number of different pieces of legislation.
- 7.2 Housing Act offences are often considered to be less serious offences and where the offence could be prosecuted under this and other legislation, this will be taken into account in determining which legislation to prosecute under. A more detailed summary of these offences can be found at section 6.0.
- 7.3 It is important to note that there is an absolute time bar upon issuing prosecutions of offences under the housing act of 6 months. Therefore, if consideration is being given to bringing a prosecution under this legislation, please seek advice about this as soon as possible.
- 7.4 Fraud Act offences will generally be seen as more serious offences and carry potentially greater penalties. The six month time bar on issuing prosecution proceedings does not apply to fraud act offences. A more detailed summary of these offences can be found at section 7.0.
- 7.5 Prosecutions and Unlawful Profit Orders under the Prevention of Social Fraud Act 2013 are not yet available at this time (11 October 2013) as this legislation has not yet been brought into force.
- 7.6 The actual sanctions that might follow a prosecution under any legislation are always decided by the courts. There can therefore be a disparity between sentences as different courts will exercise their judgment in different ways and in different circumstances.

8.0 Housing Act Offences

- 8.1 The Housing Act 1996 creates offences at section 171 and section 214 which may be committed by any person in connection with either an application for housing under Part 6 of the act, or a request for homelessness assistance made under Part 7.
- 8.2 Section 171 makes it an offence for a person to “knowingly or recklessly make a statement which is false in a material particular”, or to “knowingly withhold information which the authority has reasonably required him to give”.

- 8.3 Section 214 makes it an offence to do either of the things mentioned in 6.2, and also places a burden on “an applicant” to notify the authority of any change in circumstances.
- 8.4 It should be noted that the first two offences refer only to “a person” and therefore these offences could be committed by an applicant for social housing, or by another person who has provided information about that application.
- 8.5 Offences under this act are summary offences, can never result in a custodial sentence, and are punishable by a fine of up to level five (the current maximum penalty is £5000)
- 8.6 Where an offence falls within these parts and is seen as sufficient to warrant a prosecution but a less severe penalty is adequate then a prosecution is more likely to be taken using this legislation. Often this will be where the sanction of a criminal conviction alone is an adequate sanction, regardless of any other penalty the courts may impose.
- 9.0 Fraud Act Offences**
- 9.1 The Fraud Act 2006 creates offences at sections two three and four, and all of these may potentially be committed by applicants for social housing and by applicants for homelessness assistance.
- 9.2 Some of these offences may also be committed by existing social tenants, for example if they unlawfully sublet a home.
- 9.3 Section two covers fraud by false representation and for an offence to have been committed the false representation needs to be dishonest and there must be intent to either create a gain or loss for that person or another person.
- 9.4 Section three covers fraud by failing to disclose information, and again there has to also be dishonesty and an intention to create a gain or loss.
- 9.5 Section three covers fraud by abuse of position and will occur when someone “occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person”, and “dishonestly abuses that position” in order to cause gain or loss to “himself or another”. This offence can be committed by either act or omission.
- 9.6 An offence at section three could potentially be committed by a housing officer or similar, who has abused their position in order to seek personal gain. Where such a circumstance exists, a prosecution under the Fraud Act would most likely be the most appropriate remedy.
- 9.7 An offence under this can lead on summary conviction (i.e. where the case is heard in the magistrates’ court) to a fine of up to £5000 (as at October 2013) and/or a custodial sentence of up to 12 months. On conviction on indictment (if the case is heard in the crown court) the penalties can be even more severe and the maximum term of imprisonment is 10 years in addition to or instead of any fine imposed.

10.0 Loss of tenancy

- 10.1 Where social housing has been obtained fraudulently there will always be a ground for possession, as and this ground will be covered by legislation as well as usually being covered within tenancy agreements.
- 10.2 Fraud investigators and landlords will work closely together when there is a case involving someone who already holds a social housing tenancy, although the decision to apply this sanction will often be made independently of any other consideration.
- 10.3 The absence of any criminal sanction does not preclude possession of the home from being sought, and there will be times when the public interest is best served by seeking possession rather than criminal conviction.
- 10.4 Similarly the presence of a criminal conviction should not automatically mean that possession should be sought, and each decision needs to be made taking full account of all of the circumstances.
- 10.5 Very often no possession action will need to be taken in the courts, as many people obtaining social housing tenancies by false means will voluntarily vacate.
- 10.6 Voluntary vacation is often in the best interest of the individual concerned as it can save them from avoidable court costs. It should not therefore be automatically seen as mitigation, nor used necessarily as a reason not to pursue other sanctions.
- 10.7 In most cases when a home is recovered from someone who obtained it falsely they should also be prevented from accessing social housing again and removed from any housing registers for up to two years initially, or longer depending on the seriousness of the case.

Appendix

The following links will provide more detail on the specifics of some of the legislation referred to in the policy.

- I.1 The Housing Act 1996 (as amended) sets out two separate offences of social housing fraud and these are at [section 171](#) which covers applications made to the housing register in accordance with Part 6 of the act, and at [section 214](#) which covers requests for homelessness assistance made in accordance with Part 7 of the act.
- I.2 [The Fraud Act 2006](#) makes it an offence to dishonestly make a false representation, to dishonestly withhold information, or to dishonestly abuse a position.
- I.3 [The Prevention of Social Housing Fraud Act 2013](#) created criminal offences of unlawful subletting or disposal of a social rented home. Although this legislation received the royal assent on 31 January 2013 it has yet to be brought into force, and therefore this policy does not cover this legislation at this time.

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 11

Subject: **Safeguarding Vulnerable Adults**

Purpose of report: To update Members on the requirements set out under the Councils Safeguarding Vulnerable Adults Policy and to refresh the policy in response to recent changes in legislation and learning.

Recommendation: **To note the contents of the report and approve the changes as set out in annex 1- Safeguarding Vulnerable Adults Policy.**

Reason for recommendation: To ensure the protection of vulnerable adults

Officer: Amy Gilbert, Property and Asset Manager- 07875 280730
agilbert@eastdevon.gov.uk

Financial implications: No specific financial implications have been identified other than for staff training for which budgets are already in place.

Legal implications: The legal implications are set out within the report and state the Authority's duties under the Care Act 2014

Equalities impact: High Impact
The classification of vulnerable adults means equality awareness must be closely considered.

Risk: High Risk
Many people EDDC come into contact with our classed as vulnerable adults. The Council must ensure measures are in place to protect these people.

Links to background information: .

Link to Council Plan: Living in this outstanding place and enjoying this outstanding place.

1. Introduction

1.1 Adult safeguarding is the process of protecting adults with care and support needs from neglect or abuse. The Care Act 2014 introduced this as a statutory duty for local authorities. It requires local authorities to make enquiries where an adult in their area:

- Has care and support needs (not dependent on whether the local authority is meeting them);
- Is experiencing or at risk of abuse or neglect;
- Is unable to protect themselves due to care and support needs.

The Care Act and statutory guidance has set out clear expectations of any organisation that is in contact with adults with care and support needs who are or may be at risk of abuse or neglect.

1.2 Although the Care Act legislation is relevant to all services delivered by the EDDC, there is the need for housing staff to be increasingly aware of the statutory guidance in this area. Adults who may be deemed at risk live in all forms of social housing, not just specialist accommodation. Increasingly tenants in our general needs housing as well as our sheltered housing experience long term limiting illness, or have current or previous dependencies. Whilst not of itself making a person vulnerable, this may increase the potential risk of abuse or neglect.

1.3 The examples below illustrate some of the reasons why safeguarding is important for housing:

- Research on serious case reviews (adults) has shown 21 social housing tenants died due to abuse or neglect;
- According to Women's Aid, two women each week are murdered by their partner or former partner, many in their homes;
- Research for the Mental Health network found 43% of homeless people suffered from mental health conditions;
- Older people with a disability will double from 2.3 million in 2002 to 4.6 million by 2041, and those with dementia will increase to 1 million by 2025;
- Adult safeguarding links with other core agendas: tackling anti-social behaviour, hate crime and crime reduction, domestic abuse and health and wellbeing.

2. Key Principles

2.1 Adult Safeguarding is built on 6 key principles:

- Empowerment- supporting adults to take decisions and informed consent;
- Prevention-taking action before harm occurs;
- Proportionality- taking the least intrusive appropriate response;
- Protection-support and representation;
- Partnership-services working with communities;
- Accountability- and transparency.

2.2 Effective safeguarding is not an add-on but needs to be embedded in the ways of working for all staff, especially our housing staff who are in contact with tenants on a daily basis. However, it is a complex and sensitive issue to address, so it is important that there are clear mechanisms for officers to raise concerns, robust recording, follow up processes and support from managers.

2.3 In order to reflect the changes in legislation as a result of the Care Act 2014, our Vulnerable Adults Policy has been updated. **Annex 1** sets out an updated version of the policy.

2.4 We have also taken the opportunity to refresh our monitoring process to safeguarding vulnerable adults to ensure we are able to learn from our experiences and continually improve the way we manage cases.

3. Training and Awareness

3.1 All housing staff complete mandatory training on safeguarding on an annual basis. This training is delivered through an e-learning module. The matter is also discussed as a regular item on team meeting agendas as a way of ensuring there is a heightened awareness of the topic and that officers are reminded of the importance of the policy.

3.2 Other EDDC departments who visit people as part of day to day services offered (Environmental Health, Planning) need to be aware of the Care Act 2014 legislation and Managers across the organisation will be encouraged to ensure mandatory training is put in place.

3.3 As a further attempt to raise the profile of the subject, safeguarding information is displayed in all housing offices. This includes all relevant telephone numbers that officers may need as well as advice and reminders about looking out for signs of abuse. Again such information is available to display through-out the organisation.

4. Who is at risk of abuse?

4.1 The number of people with health and social care needs and who may therefore be at risk of abuse continues to increase. There are gradual increases in the number of people with mental health problems and those with learning disabilities but the largest number, and the largest increase in potentially vulnerable people, are older people.

4.2 There will be an estimated 90,678 people in Devon who are over the age of 65 and unable to manage at least one domestic care task by 2020.

4.3 An estimated 84,000 people in Devon provide support as unpaid carers to family and friends who could not manage without this help.

5. Alerts and outcomes

5.1 The number of safeguarding alerts raised in Devon has continued to rise for the last 5 years. There are early signs that the rate of increase is reducing (Devon Safeguarding Adults Annual Report).

5.2 All safeguarding adults alerts received by Devon County Council are sent to the Safeguarding Adults Alerts Hub where a triage process of initial information gathering and risk assessment is carried out and a decision made on whether there are indications that significant harm to a vulnerable adult may have occurred, or may occur and a safeguarding adults process is needed. 41% of alerts go on to become referrals requiring a safeguarding investigation process.

6. Devon Safeguarding Adults Board

6.1 We will continue to work in partnership with the Devon Safeguarding Adults Board, the Strategic Lead for Housing, Health and Environment attends quarterly meetings where updates are given in relation to all areas of adult safeguarding. A multi-agency approach is taken with membership of the group capturing representatives across the police, NHS and voluntary sector.

6.2 The strategic work of the Board is cascaded down to various sub groups, one example being the operational group who explore front line practice issues, recommendations are then made to the Safeguarding Adults Board.

7. Conclusion

7.1 Many of the services delivered by EDDC are in a position to recognise signs and risks of abuse and neglect of vulnerable adults. The principles of how to deal with safeguarding issues must be embedded in our day to day work and we must ensure officers feel empowered and supported to deal with such sensitive issues.

7.2 The Housing Service will continue to ensure adult safeguarding is a priority and as part of our improved process to monitor progress when safeguarding alerts are made in relation to tenants we hope to be able to learn from our experiences which will improve the way we deal with situations going forward.

East Devon District Council

Safeguarding Vulnerable Adults Policy

Reviewed

May 2015

Policy Number

Policy Approval

Policy Statement

East Devon District Council takes seriously the issue of safeguarding vulnerable adults. Within the course of providing our services, or contacting local residents, we have the opportunity to make positive impacts in improving vulnerable adults lives and also protecting them from illness, injury and abuse whether self inflicted or inflicted by others. We must not allow concerns about safety to stifle our positive impacts but we should follow simple guidelines to protect ourselves and vulnerable adults. There is a necessity for all agencies to be vigilant for abuse of vulnerable adults, to recognise our duty of care, and to ensure that any concerns are acted upon, recorded and followed through.

The Council's Commitments

We will seek to tackle the following issues, as we have responsibilities:-

- We can influence other organisations to improve vulnerable adults' lives
- We might inadvertently employ people who are a risk to vulnerable adults
- We provide some services which could aggravate or resolve adult safety issues
- We have some opportunities to identify potential risks to vulnerable adults, and to directly influence their lives through the services the Council provides
- Our officers or members could be placed in situations where they may be accused of inappropriate behaviour towards vulnerable adults
- We need to ensure that our concerns and warnings to other agencies do not go unheeded
- We need to ensure strong links with Devon Safeguarding Adults Team

How will we go about it?

- Have clear policies and procedures for employees and Members.
- Communicate these policies
- Check awareness of these policies
- Ensure that other Council policies reflect processes and sanctions related to abuse of vulnerable adults
- Have (and promote to staff and Members) clear communication channels in case of suspicions about abuse, or other risks
- Appreciate, and advise officers and Members, that we can be held to account for safety issues

- Engage with the issue, and also engage with local/County arrangements (e.g. a Local Safeguarding Adults Board)
- Reflect issues about vulnerable adults in our Risk Management approaches
- Have a formal process for notifying and recording warnings to other agencies about potential abuse

Who is a vulnerable adult?

A vulnerable adult is someone over the age of 18 who is, or may be, in need of community care services because of mental or other disability, age, or illness and is unable to effectively guard themselves against harm, or exploitation.

How might EDDC become involved in vulnerable adults' issues?

- Providing homes (e.g. Housing provision, adaptation, and allocation)
- Providing a day to day Support service through our Sheltered Housing Service. Mobile Support Officers are in daily contact with vulnerable adults.
- Home Safeguard Alarm Service is a service directly linking with vulnerable adults both in Sheltered Housing and customers in the private sector. Matters may arise that can be heard via the alarm system.
- Running services that assist or intervene in household matters (e.g. Benefits, Environmental Health, Housing allocations)
- Letting or operating public venues where vulnerable adults will visit (e.g. leisure venues and museums)
- Providing specific services or facilities (e.g. benefits support)
- Officers or Members visiting homes under any circumstances (e.g. Planning enforcement, Environmental Health, waste collection, rent collection, housing repairs, canvassing, responding to complaints, conducting surveys or inspections)
- Inspecting, Licensing or auditing of other agencies who may come into contact with vulnerable adults (e.g. Environmental Health, Building Control, Safety Officer, Contract Managers, Licensing)
- Monitoring Officer roles, Disciplinary or Grievance roles, legal reviews

What is the legal and national guidance framework?

- Care Act 2015
- Public Sector Data Sharing: Guidance on the law
- Data Protection Acts
- Human Rights Act
- Department of Health/Home Office Guidance 'No Secrets'
- 'Safeguarding Adults' National Framework of good practice

Care Act 2015

Since April 2015, the Care Act 2015 has now placed Safeguarding on a legal footing. This means that as a Local Authority we now have a legal obligation to ensure the following:

- Ensure enquiries are made if we believe an adult is subject to/or at risk of abuse or neglect.
- Co-operate with relevant partners in order to protect adults experiencing or at risk of abuse and neglect
- Actively participate in the Safeguarding Adult Board (County Council led)
- Arrange, where appropriate, for an independent advocate to represent and support an adult who is the subject of a safeguarding enquiry or Safeguarding Adult Review (SAR) where the adult has substantial difficulty in being involved in the process and where there is no other appropriate adult to help them.

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Who are we safeguarding and what are we safeguarding against?

Who are we safeguarding?

- Anyone over the age of 18 who could be targeted or who may self neglect due to their needs, disability, ill health or circumstances
- Young adults over the age of 18 who cannot protect themselves against harm or exploitation
- Older people who through physical or mental limitations or reliance on support could be abused or exploited or could neglect themselves.

Against What:

- Physical Abuse
- Sexual Abuse
- Neglect by others and acts of omission
- Bullying (including psychological abuse)
- Risk of injury
- Financial and material exploitation
- Discrimination
- Illness
- Self neglect

Disrespect or lack of dignity Devon has a multi-agency policy and procedure for responding to the abuse of vulnerable adults. This means there is an agreement where organizations work together with the person who we think may be abused, to safeguard that person. For more details see <http://new.devon.gov.uk/devonsafeguardingadultsboard/>

Steps for officers and Members to follow to avoid putting themselves or vulnerable adults at risk

We must

- Ensure that all officers who may deal with a particularly vulnerable people in any capacity are DBS (Disclosure Baring Service) checked, and aware of our policy.
- Ensure that all staff that come into contact with vulnerable adults has completed the e-learning module 'Safeguarding Adults'. Such staff should also be given regular reminders of their responsibilities in accordance with this Policy. Reminders should be on display in Offices to ensure the profile of the matter is kept high priority.

- Staff who are likely to be in contact with vulnerable adults at risk of abuse will be offered further training in the subject in order to ensure a good knowledge of the subject. Such training could be sourced through the Devon Safeguarding Board training network.
- We will record the number of referrals made to the Devon Safeguarding Team as a way of ensuring we can monitor our role and also be aware of how the matter is affecting the organisation.
- Where we are involved with a case involving a tenant living in one of our housing properties, we will work closely with the Safeguarding team to ensure a multi-agency approach is taken. This may involve attendance at case review meetings, such attendance will involve the most appropriate officer dependent on the case.
- We will review the number of Safeguarding Alerts on a quarterly basis with the opportunity to look at the outcome of alerts made and to regularly ensure our process for reporting cases is working in practice. Quarterly reviews will be undertaken by the Senior Housing Management Team, other officers may be invited to the meetings to report on cases.

Home Safeguard customers will be issued with advice and guidelines on Safeguarding matters and help and advice on support if they feel they are affected by the matter. It is in accordance with the TSA (Telecare Services Association) mandatory requirements to issue this information to all customers. Consideration should be given to such information also being cascaded to housing tenants.

- Avoid working or being alone with a vulnerable adult in a private or unobserved situation (especially if this relates to a sensitive issue, if there is a risk of your actions being misconstrued, or if the person is prone to make allegations). If this is unavoidable ensure that the line manager is informed, or that it is part of a documented support plan and the visit and actions are recorded.
- Avoid unnecessary physical contact with a child, young person or vulnerable adult.
- Ensure information from, or about vulnerable adults cannot be misused.
- Ensure that our contractors adhere to similar policies to our own.
- Assess risks to vulnerable adults for any service or activity involving this group.
- Maintain facilities which may be used by vulnerable adults in a safe and serviceable condition.
- Record any concerns even if these are too slight to be reported
- Engage in any Serious Case Review

Advice on avoiding problems

- Do not use verbal or physical chastisement that could be classified as abuse, (including shaking, hitting, shouting, swearing, or humiliating behaviour).
- Maintain a safe and appropriate physical distance.
- Do not allow a vulnerable adult to make close physical contact with you.
- Ensure that if any form of a manual/physical support is required it should only be provided when absolutely necessary in relation to the activity and preferably in the sight of another adult.
- Do not take a vulnerable person to their home or in a vehicle without informing your line manager.
- Do not do things of a personal nature for a vulnerable adult that they are able to do themselves.

- Do not use physical restraint except as a last resort to prevent the vulnerable adult causing damage or injury to themselves or another person.
- Do not publish information about vulnerable adults that could lead to them being identified or traced.

Action to be taken by employees if they feel that a vulnerable adult is at risk

- Appendix 1 in conjunction with this Policy sets out a simple diagram that can be followed if Officers are concerned about potential abuse to a vulnerable adult.
- In most working circumstances within the Council it is possible that employees will be in a position to assess whether or not a vulnerable adult is at risk. However in certain areas, there is closer working with them (e.g. housing support/ Home Safeguard) and it is possible that abuse or neglect may be suspected. In general terms employees should be alert to any suspicion of abuse or neglect, and raise concerns with their line manager. It is possible to get informal advice on whether a formal referral is required by contacting Devon County Council's Care Direct Service 0345 1551 007.
- The Safeguarding Devon website: www.devonsafeguarding.org is an excellent source of information aimed to advise and locate key points of contact if cases are suspected.
- Members and Line Managers should liaise with Strategic Lead for Housing and Environment) if there is suspicion of neglect or abuse which is to be formally referred. The Strategic Lead has proper recording forms (sample attached Appendix 1) and points of communication (local assessment teams) and escalation procedures with Social Services and the Police.
- We will normally use The Strategic Lead of Housing and Environment's, name as the referrer although any Officer can be a key point of contact in cases and can also refer cases to the Safeguarding adult team when deemed appropriate. Once referred we need to ensure that we get feedback on the actions taken. Reporting will be to the Care Direct Service 0345 1551 007 (Duty Officer in emergencies – 0345 6000 388)
- If an employee or Member suspects another employee or Member of inappropriate behaviour towards a vulnerable adult, it should be reported immediately to the line manager (employees), Chief Executive and or Deputy Chief Executive (Members). The Council has 'whistleblowing' arrangements in place.

Providing services for vulnerable adults

Where we provide services that come into contact with vulnerable adults or their families we will comply with legal requirements but also will co-operate, so far as is reasonable, with other partners to help them to discharge their duties.

Risk Assessment

Wherever an event or service is proposed for vulnerable adults, the risks must be assessed in advance, and "safeguarding" issues and relevant matters addressed.

We need to ensure correct supervisors at events, and that suitable safety, security and sanitary facilities etc are available.

All Council initiatives and facilities shall be designed and risk assessed to ensure low risk of injury.

Inspecting and auditing other agencies who will deal with vulnerable adults

Where the Council audits, inspects or contract manages others, we should, where appropriate, ensure that their safeguarding policies are robust, as their future activities may also reflect on the Council.

EDDC's Safeguarding Vulnerable Adults Policy may be used as a basis for external contractors etc unless their work involves, or could involve close physical contact (e.g. sports training and management).

Support for Employees and Members

All employees and Members will receive information on the corporate Safeguarding Vulnerable Adults policy. Employees working closely with vulnerable adults will receive more detailed training as part of their service induction process.

Employees who have occasion to deal with incidents of abuse will be offered access to the counselling service.

Allegations against Employees or Members

If there is an allegation that an employee or Member has not followed this policy and therefore may have put themselves, the Council or a vulnerable adult at risk it will be dealt with in accordance with the disciplinary procedure, or code of conduct procedure for Members.

If there is an allegation that an employee has abused a vulnerable adult in the course of their employment the County arrangements for “Allegations against Professionals” shall be instituted via , the Strategic Lead for Housing and Environment. The employee may be suspended immediately from activities involving vulnerable adults while an investigation takes place. There may be three types of investigation carried out:

- Criminal Investigation
- Adult Protection Investigation
- Disciplinary Investigation (Code of Conduct procedure for Members)

Irrespective of the findings of other investigations, if following any disciplinary action, the Council has a reasonable belief that an employee did abuse a child, young person or vulnerable adult then this may be regarded as gross misconduct, and it will be necessary to consider reporting this to the Independent Safeguarding Authority.

Outcomes

- Safer, assured working for Council officers and Members
- Clarity of approach and procedures
- Improved, and sensitive, service delivery
- Improved outcomes for adults at risk
- A further line of defence against adult abuse being perpetuated

Who is responsible for delivery?

- All officers
- All Members
- A particular role for line managers (induction, advice, providing a communication channel and checking awareness of the policy)
- A particular communication role for Strategic Lead for Housing and Environment
- A particular role for ‘Head of Organisational Development’ (allegations against staff)
- A particular role for the Deputy Chief Executive (allegations against Members)

Performance Monitoring

- The effectiveness of this policy will be monitored through the formal County review process
- South West Audit Partnership will plan appropriate reviews of this system to ensure it is known and operated.

Policy Consultation

This policy has been reviewed with the help of staff, Members, and the Adult and Community Services Directorate of Devon County Council.

Policy Review

This policy will be reviewed by May 2016 by the Strategic Lead for Housing and Environment

Related Policies and Strategies

Acceptable behaviour policy
Safeguarding People from Domestic Violence Policy
Employment Screening Policy
Data Protection policies
Equality and Diversity Policies
Financial Standing Orders
Devon Safeguarding Board Annual Report 2013/14

Appendix 1



Adult Protection Incident Reporting Form

All information will be treated in strict confidence

Date

Time

Venue

Name of Adult

Address

Postcode

Telephone Number

Any known illness or disability?

Any suspected reason for neglect or abuse

Are you reporting your own concerns or passing on those of someone else? Give details

Brief description of what has prompted the concerns: include dates, times of any specific Incidents

Any physical signs? Behavioural signs? Indirect signs?

Have you spoken to the vulnerable adult? If so, what was said?

Have you spoken to the carers? If so, what was said?

Has anybody been alleged to be the abuser? If so, give details?

Have you consulted anybody? Give details

Your name:

Position

To whom reported

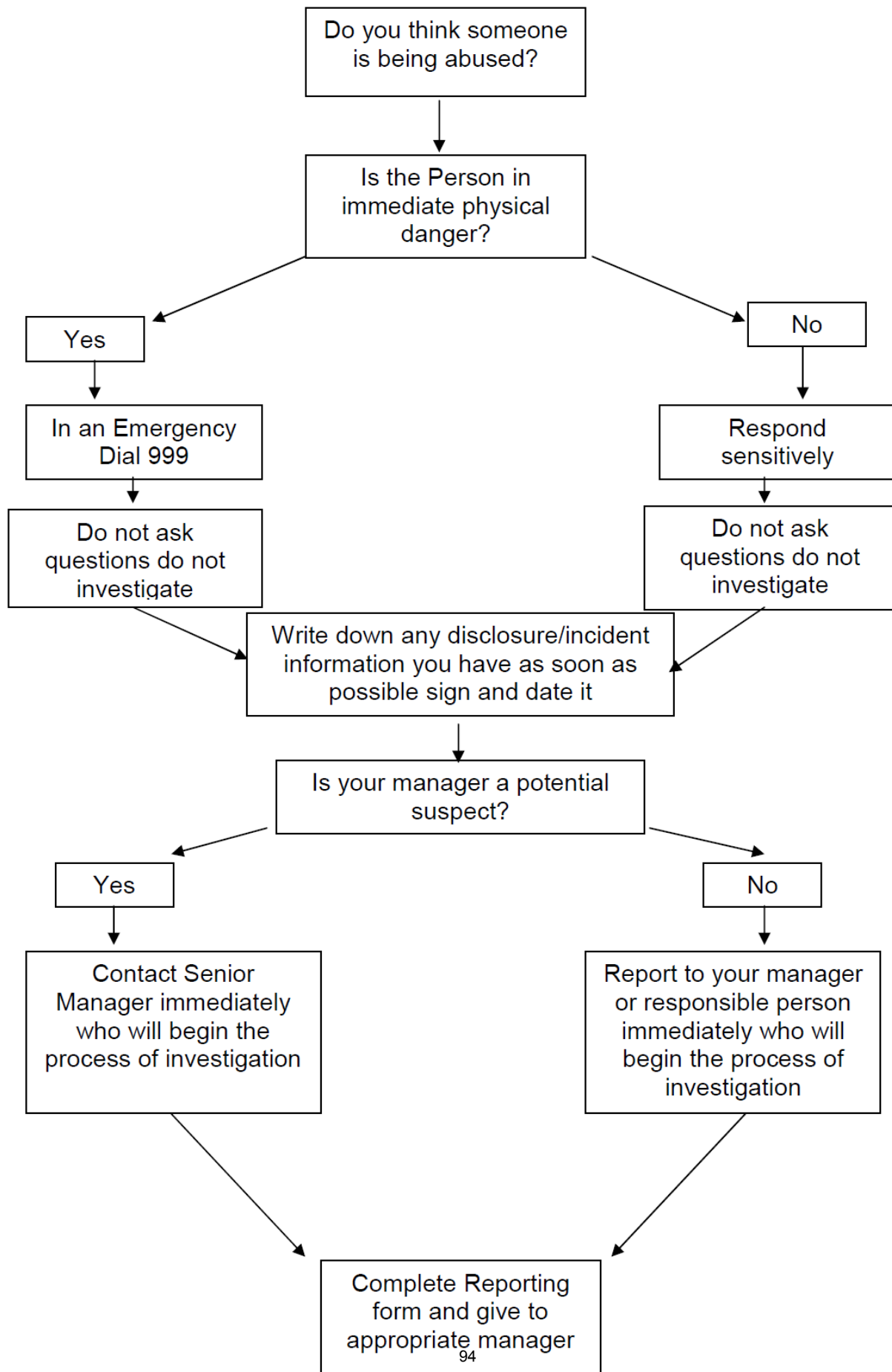
Date of reporting

Signature

Date

This form should now be given to a Service Designated Person by hand in a sealed envelope marked confidential.

Procedures for Recording and Reporting Abuse



Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 12

Subject: **Tenant Inspectors**

Purpose of report: To outline a proposal to carry out a pilot scheme (6 months) that will involve tenant inspectors working within our Property and Asset Management service.

Recommendation: **To approve the proposal of a pilot scheme commencing in July 2015 to introduce Tenant Inspectors to the Housing Service.**

Reason for recommendation: The Repairs Service Review Group asked Officers to consider the options of introducing tenant inspectors to help monitor the performance of the day to day repairs contractors.

Officer: Amy Gilbert, Property and Asset Manager- 07875 280730
agilbert@eastdevon.gov.uk

Financial implications: Tenants will be able to claim reasonable expenses including travel costs.

Legal implications: There are no legal implications requiring comment set out in the report.

Equalities impact: Low impact

Risk: Low impact

Links to background information: • Annex 1- Tenant Inspector - void inspection checklist - Mid Devon.

Link to Council Plan: Living in this outstanding place.

1. Introduction

1.1 At the meeting of the Housing Review Board on 6 November 2014, Members approved in principle the concept of the introduction of Tenant Inspectors. The proposal has come direct from the Repairs Service Review Group (RSRG) as a way of helping us monitor the quality of workmanship and standard of the service provided by our repairs contractors.

1.2 Many social landlords have introduced Tenant Inspectors as an excellent way of tenants working alongside Officers to ensure agreed standards are maintained. We envisage this as being another way that we can offer tenants the opportunity to become involved with the Housing Service in order to further ensure front line tenant involvement within our Service. The project will sit alongside other activities that form part of our tenant involvement

strategy including the Tenant Scrutiny Panel, Community research group and the Mystery Shopping group.

- 1.3 Although we may want to expand the idea of Tenant Inspectors into other parts of housing in the future, the scheme outlined in this report will focus only on Tenant Inspectors being involved in the void management of properties in relation to the repairs and maintenance service.
- 1.4 The Senior Technical Officer and representatives from our tenant participation team have been working closely with colleagues from Mid Devon District Council who have been running a successful tenant inspector programme for a number of years. We have usefully been able to reflect on lessons learnt from Mid Devon in order to better inform our proposals.
- 1.5 Through lessons learnt from our colleagues in Mid Devon, we have decided to implement the concept of Tenant Inspectors for our void properties only. This will capture an element of our service that we are keen to ensure is meeting the necessary standards. This will also involve very set times that Tenant Inspectors can enter the properties, we believe this will be the best way to implement the scheme gently, in order to ensure Officers and tenants can work together closely to ensure the success of the project.

2. Commencement of pilot project

- 2.1 In order to ensure we can integrate the concept of Tenant Inspectors into the service carefully, we are proposing to carry out a 6 month pilot project commencing in July 2015. At the end of the 6 months (January 2016), we will fully review the success of the project with a view to incorporating Tenant Inspectors as a regular part of our tenant involvement strategy.
- 2.2 The pilot project will involve Tenant Inspectors having the opportunity to inspect our properties following the completion of void works. Similar to the way our Maintenance Surveyors inspect all properties on completion, Tenant Inspectors will also have the opportunity to check the property at this important stage before the commencement of a new tenancy. Tenant Inspectors will work alongside Officers, with the designated Maintenance Surveyor for the area the property sits in being the first point of contact if a Tenant Inspector wishes to raise any concerns.
- 2.3 Tenant Inspectors will fill out a simple checklist document, this will be based upon the standards expected as set out in our void policy. As part of our joint working with Mid Devon, **Annex 1** sets out Mid Devon's Tenant Inspector checklist. The Service Review Group will implement a similar format based upon our own expectations.
- 2.4 There will be set times when a void property can be subject to a tenant inspection, this will generally be on completion of all void works and just prior to the re-let of the property. Tenant Inspectors will not be authorised to enter any properties where a tenancy has commenced.
- 2.5 The Senior Technical Officer will ensure all Officers who are involved with void works are aware of the pilot and all Officers will offer Tenant Inspectors support as and when they need it.
- 2.6 It is important to note that the work of Tenant Inspectors will not replace any part of the current technical inspections carried out by Maintenance Surveyors, the work of the Tenant Inspectors will be an additional resource to us.

2.7 It will not be a requirement for every void property to be subject to a tenant inspection. The properties available for inspection will be advertised to tenant inspectors on a weekly basis, there will be no minimal requirement to attend, Tenant Inspectors can simply attend on the days/times that suit them based on what properties are available to inspect.

2.8 Planning and working procedures will be finalised by the Repairs Service Review Group, the Senior Technical Officer and the Property and Asset Manager prior to the commencement of the pilot in July 2015.

3. Recruitment

3.1 Since the proposal to create Tenant Inspectors was presented to members in November 2014, many of our tenants who are already involved with the service have expressed an interest in becoming a Tenant Inspector.

3.2 This could be an excellent opportunity for us to expand the number of tenants actively involved with the service (that are not involved already), it will offer an exciting opportunity for tenants to gain a practical insight into the repairs and maintenance service.

3.3 We propose to place an advert in the next edition of Housing Matters that will invite tenants to put themselves forward for the role. Tenants will be required to tell us why they wish to take on the challenge and what they believe they could offer to the role. The Repairs Service Review Group will then select up to 5 tenants for the purpose of this pilot project. Members of the service review group will help Tenant Inspectors to understand their role and offer them guidance and support as necessary.

4. Training

4.1 We will provide in house training to all of our Tenant Inspectors. This will be carried out with the Maintenance Surveyors so that tenants can learn from the officers who are managing our void properties on a day to day basis. Consideration will be given for further training if necessary.

4.2 Timescales for when inspections can be carried out will be outlined to Tenant Inspectors with appropriate guidance to be given on health and safety matters. All Tenant Inspectors will be issued with a risk assessment document that will outline any areas of risk that they may encounter as part of undertaking their role.

4.3 The Senior Technical Officer will be responsible for ensuring that Tenant Inspectors have a detailed awareness of our expectations in terms of void management, this is in line with what is set out in our Void Procedure document. Tenant Inspectors will be given information on whom to contact in relation to concerns they wish to raise, there will be a set process for how this will be done, again this procedure will be the responsibility of the Senior Technical Officer.

4.4 Our Tenant Inspectors will report to the Senior Technical Officer and will not be authorised to raise any issues direct with contractors. We will of course ensure our contractors are aware of the important role Tenant Inspectors will be undertaking.

4.5 We will ensure the reimbursement of reasonable expenses, including travel costs. Access to a car should be essential as well as appropriate insurance cover.

5. Monitoring of the project

- 5.1 The pilot project will be reviewed after 6 months. It is important that the Repairs Service Review Group lead on this review and work closely with Officers involved to determine the success of the project.
- 5.2 The review should look closely at the information that has been gained and how/if this has been used to inform any improvements to the service. It may be necessary to review the process/ procedures to ensure efficiency for both Tenant Inspectors and Officers.
- 5.3 The outcome of the review will be presented to a future meeting of the Housing Review Board in order to seek approval for Tenant Inspectors to be a new edition to our Tenant Involvement Strategy. The review will also form the basis of whether Tenant Inspectors could play a useful role in other parts of the Housing Service.

Tenant Inspector Void Inspection Checklist

Address

Ref no	Description of item	Yes	No
1.0	<u>General</u>		
1.1	The property is clean and ready to let.		
1.2	Sanitary ware is clean, functional and hygienic.		
1.3	There is a heating system that is easy to use.		
1.4	Is the location of the electricity/ gas meter suitable?		
1.5	Is the location of the consumer unit suitable?		
1.6	Is there enough electric sockets?		
1.7	Modern double glazed windows have been fitted.		
1.8	A smoke alarm is fitted to the property.		
1.9	A carbon monoxide alarm is fitted to the property (if it has gas or solid fuel heating).		
2.0	<u>Decorating</u>		
2.1	Sheltered accommodation has been decorated throughout.		
2.2	General needs accommodation has been left in a condition where the new tenant is able to decorate after carryout out some minor preparation (rubbing down, filling small hole and cracks).		
3.0	<u>Doors</u>		
3.1	External doors to the property are secure.		
3.2	Security chains are fitted to the front and rear doors.		
3.3	All internal doors are present, in good conditions, and work satisfactorily.		
4.0	<u>Internal Woodwork</u>		
4.1	All internal woodwork is free from damage or decay.		
4.2	All new woodwork will be primed ready for painting.		
5.0	<u>Windows</u>		

5.1 All windows that are designed to open and shut do so.

5.2 All glazing is intact.

6.0 **Floors and Stairs**

6.1 All solid floors and floor tiling is free from hazards that could cause harm.

6.2 All floorboards are sound and secure.

6.3 All parts of the staircase are secure and free from defects.

7.0 **Kitchen**

7.1 Where space allows we have fitted waste and water connections, and an electrical socket below the worktop for a washing machine.

7.2 The kitchen units are clean and in good condition.

7.3 Worktops are clean and hygienic.

7.4 The kitchen sink is clean and in good condition.

7.5 The kitchen has an electric cooker connection point.

8.0 **Bathroom and Toilet**

8.1 There is a clean functional bath (or shower) and wash hand basin.

8.2 Each toilet has a new seat fitted.

9.0 **Water service**

9.1 The internal stop cock is accessible.

9.2 The external stopcock is accessible.

10.0 **Energy Efficiency**

10.1 All light fittings have low energy bulbs fitted to them.

11.0 **Cleaning**

11.1 The property is clean and any unwanted rubbish / items have been removed.

11.2 Air fresheners have been left in the property and all air vents have been left open.

12.0 **External Condition**

12.1 Rainwater gutters are free from debris and vegetation.

12.2 The walls and roof are in a good water tight condition.

12.3	Front and rear paths are safe and free from trip hazards (25mm)
12.4	Entrance gates are sound and secure.
12.5	If the property has a garden, all debris has been removed and the grass rough cut.
12.6	All hedges have been trimmed (if applicable)
12.7	All fencing (if provided) will be sound and secure, clearly mark the boundaries of the property.

Comments

[illegible]

Name: (Tenant Inspector)

Signature:

Date:

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 13

Subject: **Housing Service Complaints April 2014 – March 2015**

Purpose of report: This report provides information on formal complaints received in relation to the Housing Service for the period April 2014 to March 2015. We take complaints seriously and monitor formal and informal complaints carefully, using them for learning wherever possible.

Recommendation: **To note the number and type of complaints received during 2014/15 as well as the learning points arising that will be used to improve the Housing Service.**

Reason for recommendation: To continue to improve the way we handle complaints, to learn from them and to meet the agreed Local Standards.

Officer: Sue Bewes – Housing Landlord Services Manager
sbewes@eastdevon.gov.uk X2200

Financial implications: A subscription is paid to the Housing Ombudsman and, if a complaint is upheld, a compensation payment may be made to the complainant.

Legal implications: There are no legal implications requiring comment at this stage.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: • None

Link to Council Plan: Living in this outstanding place

1. Background

1.1 The Housing Service deals with formal complaints through the corporate complaints two stage process:

Stage 1 - complaints will be considered by the Service Lead

Stage 2 - complaints will be considered by the Deputy Chief Executive/Monitoring Officer

1.2 If customers are still not satisfied they can take their complaint to the Housing Ombudsman. They can do this by waiting 8 weeks from the date of our final response letter and then approaching the Housing Ombudsman themselves, or act earlier by contacting an MP, a local district councillor, or the Designated Tenant Complaints Panel.

- 1.3 We give tenants information about how we are dealing with complaints in general in the Annual Report to tenants each October.

2. Complaints received during 2014/15

- 2.1 Between April 2014 and March 2015 we received 37 formal housing complaints. Two complaints went straight to stage 2. Six went from stage 1 to stage 2.
- 2.2 There is an increase in the number of new stage 1 complaints received and the time taken to issue a full response to all stage 1 complaints. There is a significant increase in the number of property and contractor issue complaints since 2012/13 and of Devon Home Choice/Allocations complaints since 2013/14.
- 2.3 The complaints have been broken down by service area as shown in the table below with comparisons from 2011/12.

Service area	2011/12	2012/13	2013/14	2014/15
Staff and customer service	10	6	4	6
Property and contractor issues	3	7	13	13
Devon Home Choice/Allocations	2	6	1	8
Estate services	0	0	4	3
Rents and service charges	0	0	0	3
Antisocial behaviour	1	1	4	0
Other	2	1	3	4
No of new stage 1 complaints	18	21	29	35
No of stage 2 complaints		6	6	6*
Local Government Ombudsman		1	0	2
Average time in calendar days to issue full response to all stage 1 complaints	14	17	23	21

*2 complaints went straight to stage 2

- 2.3 In two cases a payment of £50 was offered to reflect the time and trouble caused to the complainant.
- 2.4 Our response rate for investigating and replying to a complaint at Stage 1 was on average 21 calendar days.

3. Benchmarking

- 3.1 We can now benchmark our formal housing complaints through the HouseMark benchmarking club.

	2012/13	2013/14
Club median number of complaints per 1000 stock	6.1	5.2
Club median average response times for stage 1 complaints	10.9	9.35

4. Complaints Panel Feedback

- 4.1 The Designated Tenant Complaints Panel has met quarterly throughout the year, and has had two cases referred for its consideration.
- 4.2 The first was regarding a faulty gas boiler which was leaking gas but had previously been serviced. The Panel was unable to help resolve the issues locally and so the matter was referred to the Housing Ombudsman. The Housing Ombudsman has recently issued a decision and advised that he “could not justify any criticism towards the Council for its response and there are no grounds for the Ombudsman to make any orders or recommendations in relation to this case”.
- 4.3 The second was regarding a kitchen refit where the complainant said the layout was not suitable for their needs. The Panel was able to help resolve the complaint locally with the Council, and to the tenants’ satisfaction.

- 4.4 As a result of this The Panel requested that the kitchen refit procedure be amended to add explanation of the proposed layout, and agree colour choices with the tenant, etc, as well as a date for the works to take place. Signed agreement of layout and colour choices is now a requirement and the council's procedure has been amended accordingly.

5. Lessons learned from other formal complaints

- 5.1 The Designated Tenant Complaints Panel receives a Twice Yearly Summary Report through which it assists me to monitor our formal complaints, identify any recurring themes and ensure that we are learning from our mistakes.
- 5.2 The main messages revealed by our complaints during 2014/15 were:
- The way we handle first contact is very important, to get it right first time.
 - Attention to detail matters – tailor correspondence to fit the recipient as one size will not always fit all.
 - Staff must ensure that customers understand the process and procedure for Devon Home Choice and the housing options available to them.
 - We cannot assume that all customers have discovered and can comprehend what our process is. We should always check this back with them, especially where an issue starts to emerge.
 - We know that contact and communication with some of our customers is particularly difficult. We should tailor arrangements to suit, e.g. the contractor should make direct contact with the tenant, and maintain this throughout the project, where this will be an effective solution.
 - Sometimes it is prudent to suggest an advocate to be present while work to someone's home is being carried out.
 - We should always strive to improve our communication with tenants, keeping them informed even if there is nothing new to report.

6. Additional complaints monitoring

- 6.1 STAR survey 2014. The satisfaction survey gauged levels of satisfaction with our services, including perceptions of the anti social behaviour services and satisfaction with contacting the service. 60% reported satisfaction with the way their complaint was dealt with (re ASB) and 76% were satisfied with the final outcome of their query.
- 6.2 Satisfaction monitoring surveys: Feedback from our tenants on our performance is collected for repairs, estate management and gas servicing. Anti social behaviour cases are reported in our quarterly monitoring report.

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 14

Subject: **Membership of Advantage South West- Procurement Consortium**

Purpose of report: To inform the Housing Review Board of the purpose of membership to the consortium and highlight savings achieved during 2014/2015.

Recommendation: **To note the savings achieved during 2014-15 and support the continued membership of the Consortium during 2015-16.**

Reason for recommendation: For information only

Officer: Amy Gilbert, Property and Asset Manager- 07875 280730
agilbert@eastdevon.gov.uk

Financial implications: The financial savings are stated in the report.

Legal implications: There are no legal implications.

Equalities impact: Medium Impact

Equality matters link directly to Advantage South West requirements. Membership of Advantage South West has a heavy focus on tenant involvement in commissioning of all contracts.

Risk: High Risk

Advantage South West membership allows us to authorise significant expenditure of HRA revenue.

Links to background information http://www.advantagesw.co.uk/uploads/1/3/0/7/13073075/advantage_sw_newsletter_feb_-_apr_2015.pdf

Link to Council Plan: Living in this outstanding place.

1. Overview

1.1 Advantage South West is a limited liability partnership owned by 4 registered providers; Devon and Cornwall Housing, North Devon Homes, Ocean Housing Group and Yarlinton Housing Group. The purpose of the partnership is to create better outcomes for social housing customers through collaborative working.

1.2 There are two parts to Advantage South West. The first relates to new build properties, Advantage South West owns the rights to a number of house type designs. These designs have been developed with tenant input and meet or exceed the Homes and Communities

Agencies (HCA) minimum space standards. In the year 2014-15, 124 homes were built (started and/or finished) through this scheme.

1.3 The second part is the procurement consortium which improves value for money for its Members in the products used in new build, planned and responsive maintenance to social housing properties.

1.4 The procurement consortium enables local housing associations and Councils to work together to achieve better value through the extra power of a 'larger client'. In the past 5 years, Advantage South West has saved its members more than £13m. East Devon has been a member of the consortium since 2011.

2. Savings generated

2.1 Following joining the Consortium in 2011, we have seen a steady increase each year in the amount of savings made for the organisation.

The table below details the savings that have been made in relation to the frameworks we have used during 2014-15

Row Labels	Sum of Spend	Sum of Total Savings	Sum of RPI Avoidance
Aids & Adaptations	£56,250	£36,956	£9,546
Air Source	£0	£0	£0
Bathrooms	£8,916	£2,600	£429
Boilers	£1,126	£0	£74
Consumer Units	£1,084	£191	£96
Controls	£235	£162	£23
Doors	£187,562	£35,896	£34,231
Electric Heating	£0	£0	£0
Fans	£8,069	£2,017	£1,191
Flooring	£12,242	£3,866	£948
Kitchens	£75,531	£35,137	£12,044
Radiators	£1,008	£547	£184
Taps	£6,936	£3,771	£298
Windows	£0	£0	£0
Doors 3	£0	£0	£0
Legal Services	£0	£0	£0
Grand Total	£358,959	£121,144	£59,064

2.2 The table also outlines the additional savings that have been made due to framework prices being lower than RPI.

2.3 Whilst delivering savings through the range of frameworks is the key focus of membership, the partnership also provides Officers with valuable networking opportunities that can provide us with support, guidance and expertise across a range of areas.

2.4 The subscription charge to be part of the consortium for 2014-15 was £14,015.80.

3. Procurement Consortium Activity

3.1 There are currently 12 members of the procurement consortium. Frameworks are awarded on the recommendation of product groups. These product groups work on a participative basis. Product Groups are chaired by a senior manager from a Member organisation. Each Member has a representative who is responsible for bringing that Member's requirements

to the project, contributing to key stages in the process such as creating the specification, deciding how tenders will be assessed and assessing the tenders.

- 3.2 Tenants have played an important part in the process. It is essential to emphasise that without the input of the Member representatives and tenants the projects could not have been a success.
- 3.3 The Procurement Consortium Group directs and oversees the work of the Procurement Consortium. Dennis Boobier has represented East Devon District Council on the Procurement Consortium Group, this role will now be carried out by Amy Gilbert.
- 3.4 Each Member of Advantage SW's procurement consortium benefits from access to an electronic tendering system and an e-auction system that it can use for its own requirements. The 2015 Public Contracts Regulations will provide a deadline for making the use of e-tendering mandatory for projects that require advertisement. Advantage SW's e-tendering system is compliant with these requirements. The Councils Procurement Officer is also working closely with Advantage South West to encourage and support the partnership.

4. Future partnership working

- 4.1 As well as the Procurement Consortium there are further opportunities for us to strengthen our membership of Advantage South West. The organisation is working in a range of areas to broaden the expertise that it can provide to social housing providers. Some of this work includes expertise in areas such as social value, data protection and approach to gas servicing in voids and mutual exchanges.
- 4.2 There are various training opportunities available. Recently the organisation provided valuable training on the 2015 Public Contracts Regulations. We will look to take full advantage of all training opportunities during 2015-16.
- 4.3 Advantage South West can provide procurement support to Members who are tendering contracts that require EU tendering, this is an area that we will actively seek to utilise in the future when considering our larger value contracts.
- 4.4 There will be future opportunities to get involved with a peer review project. This will provide us with a valuable opportunity to compare our performance with other members of Advantage South West.
- 4.5 Membership access to the Advantage South West website provides us with unlimited access to information in relation to all aspects of repairs and maintenance. This includes tutorials on a range of areas including advice for tenants on how to reduce utility costs and how to reduce condensation. Officers are encouraged to refer to expertise offered to help them fulfil their roles. There are also opportunities for us to encourage digitally able tenants to benefit, and this is being explored through the Councils Get Digital project.

5. Reducing Residents Costs

- 5.1 Advantage South West have recently embarked on a new project to help members reduce the costs of running their homes looking particularly at utility pricing, knowledge and digital inclusion. The main project involves being able to bring residents a gas and electricity supply option that will provide an ongoing cost effective offer to residents across the South West. We are monitoring the project closely in order for us to utilise any advantages for our residents.
- 5.2 In addition Advantage South West are looking at the following areas:

- working with South West Water to target reducing water bills;
- identifying opportunities for Members to apply for external funding and supporting them in those applications;
- talking with agencies who can help residents improve their credit ratings by taking account of on-time rent payments with a view to piloting this;
- providing Members with advance notice of EST funding opportunities and supporting them in applications;
- working with Members to develop solutions to the digital inclusion agenda.

6. Conclusion

6.1 Through ongoing membership we will continue to strengthen our involvement with Advantage South West throughout 2015-16. As well as saving opportunities we can make through the procurement consortium, we will look to ensure we are taking full advantage of additional areas of expertise that Advantage South West can provide us with.

6.2 We will look to actively involve our Repairs Tenant Service Review group in any opportunities to work as part of tenant representation of Advantage South West. We will also encourage and support them to attend the tenant focused workshops that the organisation host.

Report to: **Housing Review Board**

Date of Meeting: 18 June 2015

Public Document: Yes

Exemption: None



Agenda item: 15

Subject: **HRA Outturn Report 2014/15**

Purpose of report: During 2014/15 monthly budget monitoring reports have informed members of the anticipated year end position. This report contains the final position for the year end and compares this outturn position against the budgets set for 2014/15.

Recommendation: That the HRA outturn position for 2014/15 be agreed.
That the Board agree the transfer of £0.500m into the HRA Business Plan Volatility Reserve.

Reason for recommendation: To report the outturn position on the Council's approved budgets for the Housing Revenue Account. This final position will flow through to the Council's Statement of Accounts. Members are asked to note the variations from budgets identified within the report and consider the final position.

Officer: Mandy White Accountant Ext 2357

awhite@eastdevon.gov.uk

Financial implications: Details are contained within the report.

Legal implications: There are no legal implications requiring comment

Equalities impact: Low Impact

Risk: Low Risk

This report looks at the monies the Council holds in reserves and considers these in the light of the current economic situation.

Consideration is given to the Council's financial track record, internal and external audit reports on financial controls and is reflective of occurrences from external factors which affect the Council's finances.

Links to background information: • [Housing Revenue Account Business Plan](#)

Link to Council Plan: Funding this Outstanding Place.

Outturn Report 2014/15

1. Introduction

- 1.1 This report compares the outturn position (actual amount spent or income received for the year) against budgets set for the financial year 2014/15.

2. Housing Revenue Account Position

- 2.1 A summary of the main variations at outturn stage showing the overall saving is shown below.

Appendix A gives a more detailed breakdown of the HRA budgets and actual expenditure and income.

	Variation £000
Rent income higher due to reduced void times & excellent collection rates	(238)
Other Income including garden licences, individual garden maintenance, sold flats recovery of costs, rent of land and supporting people self-funders income	(141)
Day to day repairs – increase in demand and storm damage costs (net of £200k interim insurance claim received)	491
Programmed maintenance – includes additional works identified as a result of solid fuel & gas servicing & lift maintenance	94
Interior redecoration	(11)
Repairs & Maintenance special works – unspent budget for catch up repairs	(275)
Supervision & Management – court fees for evictions, etc and other minor overspends	42
Other Expenditure – road repairs and other minor underspends	(35)
Adjustment to bad debt provision	(28)
Underspend on Major Repairs resulting in reduced contribution to the Major Repairs Reserve	(386)
Revenue Contribution to Capital - underspend on capital and additional capital receipts available for funding	(183)
Net interest on balances and loan repayments	5
Total variations	(665)

- 2.2 The following table shows the original budget surplus set for the year and the total variations as identified above to give the actual budget surplus for the year.

	£000
Original Budget surplus	(1,065)
Supplementary estimates	153
Actual net over/(under)spend as identified in table 2.1	(665)
Actual Budget Surplus	(1,577)

- 2.3 These variations will have the following effect on the Housing Revenue Account Balance:

	£000
Housing Revenue Account Balance (01/04/14)	(3,891)
Actual budget surplus as above	(1,577)
Actual HRA Balance (31/03/14)	(5,468)

- 2.4 The HRA balance at the beginning of 2014/15 was £3.891m with the recommended adopted level being £2.123m. With the surplus in 2014/15 of £1.577m this has raised the 2014/15 year end balance to £5.468m; £3.345m above the minimum level.

- 2.5 An HRA Business Plan Volatility Reserve was created in 2012/13 to provide a cushion for repaying the self financing loans should adverse fluctuations in spending and/or rent income occur. The balance in the reserve is currently £2.9m. As the surplus this year is greater than the budgeted surplus by approximately £0.5m, it is suggested that this sum is transferred into the Reserve from the HRA giving a total sum of £3.4m.

A £3.4m Reserve is considered prudent as this amount gives the HRA at least one year's cushion to restructure its budgets should any significant unforeseen expenditure or a dramatic decrease in income occur, whilst still being able to meet debt repayments.

In considering the appropriate level of balances/reserves to be held for the HRA there are two key factors; ensuring the Balance held at any point over the 30 year business plan does not drop below the adopted minimum level of £2.123m and that there is a sufficient sum above this level to meet debt repayments when required as part of the Plan. Both of these criteria have been met.

3. Capital Programme Position

- 3.1 The following table shows the HRA Capital Programme Outturn.

HRA Capital Programme Summary	Actual £000
New Housing IT System	104
Major improvements/extensions/loft conversions to existing dwellings	75
Off street car parking	13

Re-modelling of sheltered schemes	15
Social Services Adaptations	201
Refurbishment of HMO in Exmouth	35
Purchase of 19 Midway Exmouth	172
Purchase of 2 Sadler Close Exmouth	161
Purchase of 28 Mountain Close Exmouth	115
Total Programme	891

3.2 This expenditure has been funded as follows:

HRA capital programme funding	£000
S106 receipt	25
Retained RTB receipts for new social housing*	145
Other capital receipts	379
Revenue contribution	342
Total Funding	891

*Retained right to buy receipts for new social housing can only be used to fund a maximum of 30% of the expenditure incurred.

3.3 This table shows the breakdown of capital receipts received in the year.

Capital Receipts	£000
Sale of council houses/flats	(2,852)
Other receipts including sales of land/garages	(30)
Total capital receipts received	(2,882)
Allocation of receipts:	
Retained for provision of new social housing	(1,478)
Retained for funding other HRA capital expenditure	(1,020)
Paid to HM Treasury	(384)
Total capital receipts allocation	(2,882)

There have been 35 Right to Buy sales completed this year. Under the terms of the agreement we've signed with the government which enables us to retain Right To Buy receipts, we must commit to spend those receipts within a rolling 3 years or they have to be paid over to the government with interest. The timetable for expenditure to be incurred is as follows:

	£000
By 30 September 2015	287
By 31 December 2015	638
By 31 March 2016	1,464
By 30 June 2016	2,291
By 30 September 2016	3,096
By 31 December 2016	4,033
By 31 March 2017	4,481
By June 2017	5,616
By September 2017	6,727
By December 2017	8,108
By March 2018	9,409

We have already spent £2,074m on the provision of new social housing since April 2012 when the new regime commenced, so are ahead of the schedule.

4. HRA Business Plan

- 4.1 Appendix B shows the Business Plan Operating Account which reflects the above changes in 2014/15 and the subsequent impact on balances for future years.

EAST DEVON DISTRICT COUNCIL REVENUE OUTTURN 2014/2015

APPENDIX A

2014/2015		HOUSING REVENUE ACCOUNT SUMMARY	2014/2015	
Budget			Actual	Variance
Original	Revised			
£	£	£	£	
1	(17,622,000)	(17,622,000)		
2	(71,600)	(71,600)		
3	(17,693,600)	(17,693,600)		
		INCOME		
		Gross Property Rent including Garages	(17,859,812)	(237,812)
		Other Rents & Income	(212,349)	(140,749)
		Total Income	(18,072,161)	(378,561)
		EXPENDITURE		
		Repairs & Maintenance		
4	2,612,270	2,602,270	3,176,309	574,039
5	1,078,000	1,208,000	932,800	(275,200)
		Supervision & Management		
6	2,885,340	2,913,530	2,972,199	58,669
7	907,360	912,360	896,544	(15,816)
8	278,760	278,760	244,002	(34,758)
9	7,761,730	7,914,920		
		Total Management & Maintenance	8,221,854	306,934
10	0	0	(27,873)	(27,873)
		Adjustment to Bad Debt Provision		
		Capital Charges:		
11	1,106,740	1,106,740	1,113,580	6,840
12	85,030	85,030	78,190	(6,840)
13	4,043,260	4,043,260	3,656,971	(386,289)
14	12,996,760	13,149,950	13,042,722	(107,228)
15	(4,696,840)	(4,543,650)	(5,029,439)	(485,789)
		NET COST OF SERVICE		
16	(33,360)	(33,360)	(31,776)	1,584
17	2,560,450	2,560,450	2,563,447	2,997
18	(80)	(80)	(56)	24
19	2,527,010	2,527,010	2,531,615	4,605
20	(2,169,830)	(2,016,640)	(2,497,824)	(481,184)
		NET OPERATING EXPENDITURE - Deficit / (Surplus)		
21	580,000	580,000	579,997	(3)
22	525,000	525,000	342,441	(182,559)
23	(1,064,830)	(911,640)	(1,575,386)	(663,746)
		Deficit / (Surplus) for the Year		
		BALANCES		
24	(4,048,653)	(3,890,905)	(3,890,905)	0
25	(1,710,000)	(2,900,000)	(2,900,000)	0
26	(1,064,830)	(911,640)	(1,575,386)	(663,746)
27	(6,823,483)	(7,702,545)	(8,366,291)	(663,746)

Original	Staff Numbers Fulltime Equivalents	Year End	Variance
28 2.0	Senior Housing Management	2.0	0.0
29 22.0	Landlord Services	23.3	1.3
30 18.0	Housing Needs & Strategy	18.3	0.3
31 17.2	Asset & Property Team	18.0	0.8
32 2.1	Communal Areas Cleaning	2.1	0.0
33 18.7	Mobile Support Officers	19.3	0.5
34 80.0	Total	83.0	3.0

Significant variances and areas of interest in 2014/15

In line with HRA Self Financing accounting guidelines, the charge for **depreciation** will be credited to the **Major Repairs Reserve** as will a contribution from the HRA for the difference between the Major Repairs expenditure and the depreciation figure.

Major Repairs expenditure will then be funded from the Major Repairs Reserve leaving a nil balance on the reserve.

Revenue Contribution to Capital Expenditure is less than anticipated due to underspends in the capital programme and more capital receipts available to fund capital expenditure.

The change in staff numbers is due to new posts approved during the year; a Housing Land Surveyor in the Landlord Services Team and a fixed term Programmed Works Officer in the Asset & Property Team plus increases/decreases in hours for several other staff.

EAST DEVON DISTRICT COUNCIL REVENUE OUTTURN 2014/2015

	2014/2015		HOUSING REVENUE ACCOUNT	2014/2015	
	Budget			Actual	Variance
	Original	Revised			
	£	£		£	£
			INCOME		
1	(17,210,000)	(17,210,000)	Gross Property Rents	(17,420,761)	(210,761)
2	(412,000)	(412,000)	Garage Rents	(439,051)	(27,051)
3	(71,600)	(71,600)	Other Rents and Income	(212,349)	(140,749)
4	(17,693,600)	(17,693,600)	TOTAL INCOME	(18,072,161)	(378,561)
			REPAIRS & MAINTENANCE		
			Repairs and Maintenance - General		
5	1,870,270	1,870,270	Response Maintenance (Day to Day Repairs)	1,994,630	124,360
6			Storm Damage	366,399	366,399
			Programmed Maintenance		
7	25,000	25,000	Communal Areas Maintenance	13,701	(11,299)
8	30,000	30,000	Emergency Equipment test & repair	2,202	(27,798)
9	80,000	80,000	Solid Fuel Appliances Servicing	128,476	48,476
10	450,000	450,000	Gas Appliances Servicing	466,526	16,526
11	35,000	35,000	Lift Maintenance	102,981	67,981
12	620,000	620,000	Total Programmed Maintenance	713,886	93,886
			Cyclical Maintenance		
13	100,000	100,000	External Painting Programme	95,236	(4,764)
14	0	0	Extras to Painting Programme	323	323
15	0	0	Service of Rainwater Harvest systems	4,773	4,773
16	10,000	0	Gutter Repairs (moved to Special Works)	0	0
17	12,000	12,000	Interior Decoration	1,062	(10,938)
18	122,000	112,000	Total Cyclical Maintenance	101,394	(10,606)
19	2,612,270	2,602,270	Total Repairs and Maintenance - General	3,176,309	574,039
			Special Works		
20	100,000	100,000	Social Services Adaptations	59,846	(40,154)
21	20,000	20,000	Fence Programme	18,967	(1,033)
22	50,000	170,000	Fire Safety Works	282,677	112,677
23	70,000	70,000	Condensation and Damp Eradication	130,471	60,471
24	75,000	75,000	Carbon Management	31,250	(43,750)
25	2,000	2,000	Woodworm Treatment	2,565	565
26	20,000	20,000	Improvements Voucher Scheme	15,564	(4,436)
27	3,000	3,000	Sanctuary Scheme	3,307	307
28	115,000	115,000	Asbestos Works	175,113	60,113
29	0	10,000	Gutter Repairs/Improvements	4,534	(5,466)
30	20,000	20,000	Replacement Floors	7,518	(12,482)
31	20,000	20,000	Subsidence	62,788	42,788
32	3,000	3,000	Grant via Tenant Participation	4,628	1,628
33	15,000	15,000	Energy Performance Certificates	20,141	5,141
34	20,000	20,000	Path Repairs	12,010	(7,990)
35	5,000	5,000	Minor Schemes	6,434	1,434
36	10,000	10,000	Flat Roof Repairs	9,004	(996)
37	30,000	30,000	Chimney Repairs & Removal	86,033	56,033
38	0	0	Rechargeable Works	(50)	(50)
39	500,000	500,000	Catch up Repairs (actuals spent under appropriate headings)	0	(500,000)
40	1,078,000	1,208,000	Total Repairs and Maintenance - Special Works	932,800	(275,200)

Significant variances and areas of interest in 2014/15

Rent income was higher than predicted due to reduced void times and excellent income collection rates.

Other rents and income includes supporting people self funder's income which was previously shown under Rent Income.

Storm Damage refers to the work required as a result of the early 2014 storms and is the subject of an insurance claim of which £200,000 has been received so far.

Lift Maintenance includes £50,000 for installing a new lift at Trumps Court, Sidmouth.

The **Catch Up Repairs** budget was spent over other headings within repairs & maintenance.

EAST DEVON DISTRICT COUNCIL REVENUE OUTTURN 2014/2015

	2014/2015		HOUSING REVENUE ACCOUNT	2014/2015	
	Budget			Actual	Variance
	Original	Revised			
	£	£		£	£
			SUPERVISION & MANAGEMENT		
			Supervision & Management - General		
1	1,855,320	1,883,510	Employees	1,873,547	(9,963)
2	64,020	64,020	Premises	76,715	12,695
3	105,960	105,960	Transport	115,081	9,121
4	150,240	150,240	Supplies & Services	187,770	37,530
5	1,152,510	1,152,510	Support Services	1,152,510	0
6	3,328,050	3,356,240	Total Expenditure	3,405,623	49,383
7	(3,070)	(3,070)	Income	6,216	9,286
8	3,324,980	3,353,170	Net Expenditure before Recharges (see analysis below)	3,411,839	58,669
9	(439,640)	(439,640)	Recharges	(439,640)	0
10	2,885,340	2,913,530	Net Supervision & Management - General	2,972,199	58,669
			Net Expenditure Analysis by Cost Centre		
11	622,750	622,750	General Operational Management	599,251	(23,499)
12	233,640	233,640	Senior Housing Management	254,970	21,330
13	869,650	882,590	Landlord Services	958,107	75,517
14	736,110	736,110	Housing Needs & Strategy	768,921	32,811
15	838,500	853,750	Asset & Property Team	804,887	(48,863)
16	24,330	24,330	Council House Sales expenditure	25,703	1,373
17	3,324,980	3,353,170	Net Expenditure before Recharges	3,411,839	58,669
18	(439,640)	(439,640)	Recharges	(439,640)	0
19	2,885,340	2,913,530	Total Analysis by Cost Centre	2,972,199	58,669
			Supervision & Management - Special		
20	50,360	50,360	Communal Areas Cleaning	48,246	(2,114)
21	34,240	34,240	Communal Areas Lighting	24,935	(9,305)
22	30,000	30,000	Communal Areas Heating	27,896	(2,104)
23	410	410	Caretaking & Window Cleaning	308	(102)
24	41,850	41,850	Community Centres	29,072	(12,778)
25	12,000	12,000	Choiced Based Lettings	7,106	(4,894)
26	0	0	Targeted Families Programme	1,667	1,667
27	299,000	299,000	Maintenance of Grounds	297,000	(2,000)
28	20,040	20,040	Play Areas	15,661	(4,379)
29	40,000	45,000	Estate Management	22,319	(22,681)
30	9,000	9,000	STAR Survey	8,150	(850)
31	3,240	3,240	Tenants' Conference	2,586	(654)
32	30,000	30,000	New Build Feasibility	13,026	(16,974)
33	15,000	15,000	ASW Procurement	14,016	(984)
34	10,000	10,000	De-commissioning costs	3,499	(6,501)
35	5,000	5,000	Business Plan Update	0	(5,000)
36	287,490	287,490	Mobile Support Officers	336,764	49,274
37	0	0	Sheltered Schemes Equipment Maintenance	25,936	25,936
38	14,990	14,990	District Offices	13,977	(1,013)
39	4,740	4,740	Sewage Treatment Works	4,380	(360)
40	907,360	912,360	Total Supervision & Management - Special	896,544	(2,191)

Significant variances and areas of interest in 2014/15

Supplies & Services - the overspend is due to court fees for evictions, etc which have been charged to Landlord Services.

Mobile Support Officers includes a proportion of the costs incurred as a result of the restructure of Homesafeguard. Income from supporting people self funders is shown under income on the previous page.

Sheltered Schemes Equipment Maintenance is for expenditure on Homesafeguard equipment in sheltered properties.

EAST DEVON DISTRICT COUNCIL REVENUE OUTTURN 2014/2015

	2014/2015		HOUSING REVENUE ACCOUNT	2014/2015	
	Budget			Actual	Variance
	Original	Revised			
	£	£		£	£
			OTHER EXPENDITURE		
1	13,480	13,480	Sewerage - Repairs, Maintenance & Emptying	10,047	(3,433)
2	53,500	53,500	Tenant Participation	50,279	(3,221)
3	5,330	5,330	Tenant Scrutiny	2,857	(2,473)
4	2,000	2,000	Storage	3,009	1,009
5	7,000	7,000	Honiton - 38 St Paul's Road Heathpark	4,033	(2,967)
6	20,100	20,100	Community Development Work	14,685	(5,415)
7	0	0	Honiton Together	(3,099)	(3,099)
8	5,000	5,000	Minor Management Schemes	3,418	(1,582)
9	20,000	20,000	Road Repairs	0	(20,000)
10	1,000	1,000	Signs on Estates	623	(377)
11	8,000	8,000	Eviction Expenses	9,135	1,135
12	3,000	3,000	Off Street parking - Grants to Tenants	0	(3,000)
13	3,000	3,000	Pest Control	2,328	(672)
14	3,000	3,000	Gully Cleansing	5,155	2,155
15	28,550	28,550	Tree Felling and Planting	28,334	(216)
16	5,000	5,000	Landscaping	4,428	(572)
17	75,000	75,000	Removal Expenses (Downsizing)	81,539	6,539
18	300	300	Private Water Supplies - Service & Maintenance	0	(300)
19	18,000	18,000	Removal of Rubbish	19,114	1,114
20	7,500	7,500	Best Value - Housemark	8,117	617
21	278,760	278,760	TOTAL OTHER EXPENDITURE	244,002	(34,758)
			MAJOR REPAIRS ACCOUNT		
22	200,000	200,000	Central Heating Replacement	15,426	(184,574)
23	800,000	800,000	Gas Appliance Replacement	1,056,146	256,146
24	250,000	250,000	Re-roofing	256,439	6,439
25	400,000	400,000	Replacement uPVC fascias etc	292,499	(107,501)
26	1,000,000	1,000,000	Replacement Kitchens	784,786	(215,214)
27	300,000	300,000	Replacement Bathrooms	261,624	(38,376)
28	600,000	600,000	Door Replacements	(29,467)	(629,467)
29	150,000	150,000	Electrical Updating	207,301	57,301
30	250,000	250,000	Electrical Works on Change Of Tenancy	538,905	288,905
31	1,200,000	1,200,000	Change Of Tenancy: Other Expenditure	1,465,082	265,082
32	5,150,000	5,150,000	TOTAL MAJOR REPAIRS ACCOUNT	4,848,741	(301,259)

Significant variances and areas of interest in 2014/15

Major Repairs are classed as capital expenditure and are included in the HRA capital programme but are shown here for information. They are fully funded by the HRA through the Major Repairs Reserve.

East Devon DC
HRA Business Plan
Operating Account
(expressed in money terms)

APPENDIX B

		Income					Expenditure																			
Year	Year	Net rent	Other	Misc	RTB	Total			HRA		Cost of	Misc	Total	Capital	Net Operating (Expenditure)	Provision for	Transfer	RCCO	Surplus	Surplus	Interest	Surplus				
		Income	income	Income	Admin	Income	Managt.	Depreciation	Responsive &	Other	Rent	expenses	expenses	Charges		repayment of	from / (to)		(Deficit) for	(Deficit)		(Deficit)				
		£,000	£,000	£,000	£,000	£,000	£,000	£,000	Cyclical	Revenue	Rebates	£,000	£,000	£,000	£,000	£,000	£,000	£,000	£,000	£,000	£,000	£,000				
1	2013.14	17,042	475	0	13	17,530	(3,438)	(1,232)	(3,541)	(240)	0	10	(8,441)	(2,564)	6,525	(5)	(4,403)	(32)	2,084	4,680	27	6,791				
2	2014.15	17,421	632	0	20	18,072	(3,867)	(1,192)	(4,109)	(244)	0	27	(9,385)	(2,563)	6,124	(580)	(3,657)	(342)	1,545	6,791	32	8,368				
3	2015.16	17,450	650	0	26	18,126	(4,802)	(1,232)	(3,916)	(285)	0	0	(10,236)	(2,556)	5,335	(1,029)	(3,764)	(425)	116	8,368	35	8,519				
4	2016.17	18,368	437	0	26	18,831	(3,983)	(1,144)	(4,176)	(293)	(17)	0	(9,612)	(2,560)	6,659	(1,490)	0	(3,639)	1,530	8,519	48	10,097				
5	2017.18	18,879	450	0	26	19,355	(4,082)	(1,139)	(4,291)	(300)	(47)	0	(9,859)	(2,573)	6,922	(1,310)	0	(3,776)	1,836	10,097	57	11,991				
6	2018.19	19,383	464	0	26	19,873	(4,184)	(1,133)	(4,410)	(308)	(66)	0	(10,100)	(2,592)	7,180	(1,587)	0	(3,907)	1,686	11,991	67	13,744				
7	2019.20	19,886	478	0	26	20,390	(4,289)	(1,128)	(4,531)	(315)	(78)	0	(10,341)	(2,572)	7,477	(1,917)	0	(4,041)	1,518	13,744	75	15,337				
8	2020.21	20,393	492	0	26	20,911	(4,396)	(1,122)	(4,656)	(323)	(85)	0	(10,583)	(2,541)	7,787	(2,259)	0	(4,179)	1,349	15,337	83	16,769				
9	2021.22	20,952	507	0	26	21,484	(4,506)	(1,117)	(4,784)	(331)	(115)	0	(10,853)	(2,499)	8,132	(2,619)	0	(4,431)	1,081	16,769	90	17,940				
10	2022.23	21,433	522	0	26	21,981	(4,619)	(1,112)	(4,916)	(340)	(93)	0	(11,079)	(2,445)	8,457	(2,889)	0	(4,578)	990	17,940	96	19,026				
11	2023.24	21,970	538	0	26	22,534	(4,734)	(1,106)	(5,030)	(348)	(96)	0	(11,315)	(2,379)	8,839	(3,288)	0	(5,754)	(202)	19,026	98	18,922				
12	2024.25	22,568	554	0	26	23,148	(4,852)	(1,101)	(5,169)	(357)	(129)	0	(11,608)	(2,299)	9,241	(3,718)	0	(5,933)	(411)	18,922	97	18,609				
13	2025.26	23,082	570	0	26	23,678	(4,974)	(1,096)	(5,311)	(366)	(103)	0	(11,848)	(2,203)	9,627	(4,180)	0	(6,118)	(671)	18,609	95	18,033				
14	2026.27	23,658	587	0	26	24,272	(5,098)	(1,090)	(5,457)	(375)	(104)	0	(12,125)	(2,090)	10,057	(4,675)	0	(6,306)	(924)	18,033	91	17,201				
15	2027.28	24,248	605	0	26	24,879	(5,226)	(1,085)	(5,607)	(384)	(108)	0	(12,409)	(1,960)	10,510	(2,427)	0	(6,499)	1,583	17,201	94	18,877				
16	2028.29	24,851	623	0	26	25,500	(5,356)	(1,079)	(5,761)	(394)	(111)	0	(12,701)	(1,895)	10,904	(2,710)	0	(7,810)	384	18,877	99	19,360				
17	2029.30	25,469	642	0	26	26,137	(5,490)	(1,074)	(5,920)	(404)	(114)	0	(13,001)	(1,819)	11,316	(3,081)	0	(8,041)	195	19,360	101	19,656				
18	2030.31	26,102	661	0	26	26,789	(5,627)	(1,069)	(6,083)	(414)	(117)	0	(13,309)	(1,731)	11,750	(3,483)	0	(8,276)	(10)	19,656	102	19,748				
19	2031.32	26,750	681	0	26	27,457	(5,768)	(1,063)	(6,250)	(424)	(121)	0	(13,626)	(1,628)	12,203	(3,915)	0	(8,517)	(230)	19,748	102	19,621				
20	2032.33	27,413	701	0	26	28,140	(5,912)	(1,058)	(6,422)	(435)	(124)	0	(13,950)	(1,509)	12,681	(6,063)	0	(8,765)	(2,147)	19,621	96	17,571				
21	2033.34	28,092	722	0	26	28,840	(6,060)	(1,052)	(6,598)	(446)	(128)	0	(14,284)	(1,317)	13,239	(6,735)	0	(8,479)	(1,975)	17,571	86	15,682				
22	2034.35	28,786	744	0	26	29,557	(6,211)	(1,047)	(6,779)	(457)	(131)	0	(14,625)	(1,101)	13,830	(7,413)	0	(8,725)	(2,308)	15,682	76	13,449				
23	2035.36	29,497	766	0	26	30,290	(6,367)	(1,042)	(6,965)	(468)	(135)	0	(14,976)	(861)	14,452	(8,137)	0	(8,977)	(2,662)	13,449	63	10,851				
24	2036.37	30,226	789	0	26	31,041	(6,526)	(1,036)	(7,157)	(480)	(139)	0	(15,337)	(598)	15,106	(8,911)	0	(9,235)	(3,040)	10,851	49	7,859				
25	2037.38	30,971	813	0	26	31,810	(6,689)	(1,031)	(7,353)	(492)	(142)	0	(15,707)	(304)	15,799	(225)	0	(9,499)	6,075	7,859	57	13,990				
26	2038.39	31,733	838	0	26	32,597	(6,856)	(1,025)	(7,555)	(504)	(146)	0	(16,087)	(309)	16,201	(20)	0	(10,651)	5,529	13,990	87	19,607				
27	2039.40	32,514	863	0	26	33,402	(7,028)	(1,020)	(7,762)	(517)	(150)	0	(16,477)	(322)	16,604	(21)	0	(10,950)	5,633	19,607	117	25,356				
28	2040.41	33,312	889	0	26	34,227	(7,203)	(1,015)	(7,975)	(530)	(154)	0	(16,876)	(335)	17,016	(22)	0	(11,256)	5,738	25,356	147	31,241				
29	2041.42	34,129	915	0	26	35,070	(7,383)	(1,009)	(8,194)	(543)	(159)	0	(17,288)	(348)	17,435	(23)	0	(11,569)	5,843	31,241	178	37,261				
30	2042.43	34,965	943	0	26	35,934	(7,568)	(1,004)	(8,418)	(557)	(162)	0	(17,709)	(361)	17,864	(25)	0	(11,882)	5,957	37,261	209	43,428				