

Agenda for Housing Review Board Thursday, 5 November 2015; 2.30pm



[Members of the Committee](#)

Venue: Council Chamber, Knowle, Sidmouth, EX10 8HL
[View directions](#)

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- 1 [Public speaking](#)
- 2 [Minutes for 10 September 2015](#) (pages 3 - 8)
- 3 Apologies
- 4 [Declarations of interest](#)
- 5 [Matters of urgency](#) – none identified
- 6 To agree any items to be dealt with after the public (including press) have been excluded. There are no items that officers recommend should be dealt with in this way.

Part A Matters for Decision

- 7 **Housing Review Board forward plan** (page 9)
Strategic Lead, Housing, Health and Environment
- 8 **Tenant Scrutiny Panel report – Customer recruitment and involvement** (pages 11 - 32)
Tenant Scrutiny Panel
- 9 **Rent reduction policy** (pages 33 - 40)
Strategic Lead – Housing, Health and Environment
- 10 **Moving rents to target rents** (pages 41-43)
Rental Manager
- 11 **‘Pay to stay’ consultation for social housing tenants** (pages 44-53)
Housing Landlord Services Manager
- 12 **Consultation update on changes to variation of tenancy agreement** (pages 54-90)
Housing Projects Officer

- 13 **Provision of financial advice service for tenants** (pages 91-93)
Rental manager
- 14 **Completion of asbestos management surveys in housing stock** (pages 94-98)
Property and Asset Manager
- 15 **Handy person trial review** (pages 99-102)
Property and Asset Manager
- 16 **The Tenant's Journey – a longitudinal study proposal** (pages 103-107)
Information and Analysis Officer
- 17 **Housing and planning bill briefing** (pages 108-119)
Strategic Lead, Housing, Health & Environment

[Decision making and equalities](#)

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EAST DEVON DISTRICT COUNCIL

Minutes of a Meeting of the Housing Review Board held at Knowle, Sidmouth on 10 September 2015

Attendance list at end of document

The meeting started at 2.30pm and ended at 4.30pm.

Before the meeting began Councillor Pauline Stott, Chairman of the Board welcomed all those present and invited everyone to introduce themselves. She particularly welcomed the two new independent community representatives and the new tenant/leaseholder representative to their first Board meeting.

***17 Public Speaking**

There were no questions raised by members of the public.

***18 Minutes**

The minutes of the Housing Review Board meeting held on 18 June 2015 were confirmed and signed as a true record.

***19 Declarations of Interest**

Angela Bea: Personal Interest - Housing tenant

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

Joyce Ebborn: Personal Interest - Housing tenant

Cllr Ian Hall: Personal Interest – Family member lives in a Council owned property and uses Home Safeguard

Cllr Douglas Hull: Personal interest – Family member lives in a Council owned property.

Cllr Knight: Personal interest – Family member lives in a Council owned property. He is also a Devon County Council councillor and a member of the Fire Authority

***20 Matters of urgency**

There were no matters of urgency identified.

***21 Exclusion of the Public**

RESOLVED:

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

***22 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 further issues to the next forward plan by informing him or the Democratic Services Officer.

RESOLVED: that the forward plan be noted.

23 Summer budget – rent reduction implications

The Strategic Lead – Housing, Health & Environment's report explained the impact of one of the announcements contained in the Summer Budget on the Council's Housing Revenue Account (HRA) Business Plan, as well as the financial implications nationally. Government announced a 1% reduction in rents per annum for four years as part of the budget to assist towards achieving the savings required on the welfare budget. The Strategic Lead –

Housing, Health & Environment reported that he would be objecting to the proposal. The detrimental impact on the HRA Business Plan was outlined in the report. If the proposals are taken forward by Government, the Business Plan needed to be reviewed over the coming months and proposals would be brought forward to bring it back into balance throughout the 30 year period.

The Portfolio Holder – Sustainable Homes and Communities outlined her efforts to lobby against the changes. She had met with two local MPs who were seeking a meeting with the Housing Minister to explain the implications. The Board suggested that the Strategic Lead, Housing, Health and Environment be invited to attend any meeting that was arranged with Government ministers.

The Board agreed that it was important that the differences between a local authority HRA business plan and a typical housing association business plan were understood. They felt that the Government should be lobbied hard and agreed to send a letter from the HRB to the Housing Minister, as well as the Chancellor.

RECOMMENDED:

1. that consideration be given to the implications of the Summer Budget on the Council's Housing Revenue Account Business Plan and initial responses to the proposals be endorsed.
2. that a letter be sent to the Housing Minister and the Chancellor from the Housing Review Board strongly objecting to the rent reduction proposals.
3. that the Strategic Lead, Housing, Health and Environment be invited to attend any meetings arranged with Government ministers.

24 Gas servicing contract extension

The Property and Asset Manager's report requested approval to extend the existing gas servicing contract for a further six months until 31 March 2016. Officers and tenants were happy with the performance and service provision of the current contractor. The current contract term was from 1 October 2010 for a four year period with the option to extend by up to two years on an annual basis. Officers were currently in discussion with Mid Devon District Council with the intention of pursuing a joint tender approach to the contract when it comes up for renewal in 2016.

RECOMMENDED: that the existing gas-servicing contract be extended until 31 March 2016.

25 Fire safety update

The Property and Asset Manager's report updated the Board on how the Council was meeting current fire regulations in tenants' homes and communal areas. This generally focused around the outcomes of the Fire Risk Assessments that were undertaken on all blocks of flats and community centres. The report also proposed a more structured approach for the future to ensure a target timeframe when it was expected works would be completed on sites requiring additional fire protection measures.

It was noted that some garages were being used to store large amounts of paint and possible inflammables and these posed a potential fire hazard. Estate management teams would be made aware of this and members were asked to notify the Strategic Lead, Housing, Health and Environment of any specific examples.

RECOMMENDED:

1. that the ongoing progress in relation to fire safety measures and improvement works that were taking place across the housing stock be noted.
2. that a 5 year programme of works in relation to fire safety with an agreed annual budget of £250,000 be approved.
3. that fire stopping works on all void properties (where appropriate) be approved.

26 Shared house, Exmouth

The Board received an update report from the Property and Asset Manager on the current position and progress being made for the delivery of a shared house in Exmouth. The Board had previously received a report in June 2013 outlining the proposal and business case to purchase the property. The current completion date for necessary works was the end of December 2015, with tenants being in place in January 2016. Officers explained the licence agreements that would be in place and that allocations would be made through Devon Home Choice. A request was made for extra Right to Buy funding to go forward on this project.

RECOMMENDED: that additional Right to Buy receipts be used to fund the project if required.

RESOLVED: that the information report be noted.

***27 Draft annual report to tenants 2014/15**

Consideration was given to the draft of the annual report to tenants. The Portfolio Holder – Sustainable Homes and Communities commented on the excellent report, which demonstrated how much work was undertaken on tenants' homes and how this money contributed to the local economy. She also congratulated the community development workers for all their excellent work on the estates.

The report would be sent to all tenants with the December copy of Housing Matters magazine, be available on the Council's website from late October and it would also be emailed to all staff and councillors.

RESOLVED: that the draft annual report to tenants 2014/15 be noted.

***28 Homes and Communities Agency Regulatory Standards**

The Strategic Lead - Housing, Health and Environment's report set out the latest advice on regulatory standards issued by the Homes and Communities Agency. This allowed the Board to have an understanding of the regulators' advice on standards expected in social housing, and the approach taken by the Homes and Communities Agency when regulating the sector.

RESOLVED: that the contents of the advice on regulating standards in social housing be noted.

***29 Financial monitoring report**

The Board was presented with a summary of the overall financial position on the Housing Revenue Account, HRA Capital Programme and the Business Plan for 2014/16 at the end of month four (July 2015).

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

Current monitoring indicated 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 four be noted.

***30 Performance digest**

The Housing Review Board noted and discussed the performance indicator report for the first quarter of 2015/16. This also included a report from the SPAR reporting system, which the Strategic Lead - Housing, Health and Environment explained to the Board.

RESOLVED: that the performance indicator report for the first quarter of 2015/16 be noted.

31 Grounds maintenance task and finish forum final report

The Chairman presented the final report of the grounds maintenance task and finish forum. She thanked all the officers and members involved with the TaFF and gave particular thanks the Housing Land Surveyor.

RECOMMENDED:

1. that the grounds maintenance service provided by Streetscene be recognised as good value for money
2. that the amount paid to Streetscene Services from the Housing Revenue Account for grounds maintenance remain unchanged
3. that the Estate Management Service Review Group remit be extended to ensure tenant involvement in the grounds maintenance service
4. that the current system should continue with regards to not charging future freeholders/leaseholders of right to buy properties for a grounds maintenance services.
5. that an update report on garden licences be brought to a future meeting of the Housing Review Board.

***32 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 item in private session (Part B).

33 Extension request, Exmouth

The Strategic Lead - Housing, Health and Environment's report asked the Board to consider issues in relation to the tenants in Pound Lane, Exmouth. Throughout the discussion the importance of receiving a statement of need from a Devon County Council (DCC) Occupation Therapist and a DCC commitment to provide additional funding if required was regarded as critical. DCC were also urged to ensure that a full time care worker would be covered during holiday and sickness absence. Officers agreed to investigate the suggestion that a business was being operated from an adjacent property.

RECOMMENDED:

1. that it be agreed that the household detailed in the report are suitably housed.
2. that, in accordance with our Adaptations Policy, a statement of need be requested and obtained from a Devon County Council Occupational Therapist in order to consider the provision of any alterations that are needed, and a financial contribution if the work required exceeded £30,000,
3. that the offer of sound proofing to the relevant area of the property be endorsed.

Attendance list

Present:

Cllr Pauline Stott (Chairman)
Cllr Megan Armstrong
Cllr Ian Hall
Cllr Douglas Hull
Cllr Jim Knight

Co-opted tenant members:

Angela Bea
Mike Berridge
Joyce Ebborn

Officers:

Sue Bewes, Landlord Services Manager
Natalie Brown, Information & Analysis Officer
Emma Charlton, Housing Projects Officer
Amy Gilbert, Property and Asset Manager
John Golding, Strategic Lead - Housing, Health and Environment
Marian Hitchcock, PA to Strategic Lead Housing, Health & Environment and Housing
Andrew Mitchell, Housing Needs & Strategy Manager
Paul Lowe, Housing Enabling Officer
Giles Salter, Solicitor
Alethea Thompson, Democratic Services Officer
Melissa Wall, Housing Projects Officer
Mandy White, Accountant

Also present:

Cllr Jill Elson, Portfolio Holder – Sustainable Homes and Communities
Cllr Peter Faithfull
Cllr Eileen Wragg

Apologies:

Harry Roberts – tenant
Pat Rous – tenant (Vice Chairman)
Cllr Brenda Taylor

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
Scrutiny Panel report on customer recruitment and involvement		
Rent reduction policy implications	5 November 2015	Strategic Lead – Housing, Health and Environment
Moving rents to target rents	5 November 2015	Rental Manager
Pay to Stay consultation	5 November 2015	Landlord Services Manager
Tenancy Agreement consultation	5 November 2015	Housing Project Officer
Provision of financial support for tenants	5 November 2015	Rental Manager
Asbestos Policy	5 November 2015	Property and Asset Manager
Handy Person trial review	5 November 2015	Property and Asset Manager
Longitudinal Study	5 November 2015	Information and Analysis Officer
Housing & Planning Bill briefing	5 November 2015	Strategic Lead – Housing, Health and Environment
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.



Tenant Scrutiny Panel Report

**CUSTOMER RECRUITMENT AND INVOLVEMENT.
THE GOOD, THE BAD, BUT NEVER THE UGLY**

Contents:

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- Who we are
- What we do
- Why we chose to scrutinise East Devon’s tenant involvement approach

How we did our investigations 4

What we found 5

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Introduction

Who we are:

We are the Tenant Scrutiny Panel, known as ‘Spanners’, made up of 3 tenants and chaired by Roger Pell.

‘Spanners’ stands for:

- Scrutinise
- Performance
 - Analyse
 - Negotiate
 - Network
 - Evaluate
 - Report
 - Support

What we do:

We investigate selected topics and report recommendations to the Housing Review Board on our findings. Whilst we are independent of the council, we liaise with officers and tenants to gain information. This enables us to give a balanced perspective to support the Housing Service to regulate and improve its performance.

Why we chose to scrutinise East Devon’s tenant involvement process:

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To promote new thinking in order to re-energise tenant /customer involvement

How we did our investigations

We developed a **plan**¹ (scoping paper) which outlined the areas to explore and set boundaries around the topic to make sure we stayed focused.

This involved looking at:

- Corporate approach versus reality
- Recruitment and involvement approaches
- Communication and language
- Effectiveness of involvement

Exceptions included:

- Housing Review Board
- Councillors

Desired outcomes:

- To obtain a good picture of the:
 - Effectiveness of arrangements/communication
 - Value that involvement brings
- And also identify:
 - what works well
 - any improvements that can be made
 - ideas to motivate non-involved tenants

¹ See Appendix A

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What we did:

- Collated, read and analysed documents from East Devon plus literature from other housing organisations.
- Undertook a survey of East Devon Housing staff (42 out of 105 staff members responded, although not every respondent answered every question)
- Observed other East Devon groups (including community groups)

What we looked at:

- Other housing providers' – Spectrum, Exeter, Mid Devon, Cornwall leaflets and strategies as a comparison
- East Devon literature, including STAR Survey; Getting Involved With The Housing Service leaflet; Tenant and Council Partnership Statement; Tenant profile (CORE); Annual report to tenants; Participation/Involvement Plan 2014-16; Housing Services Planning 2012-13; Resident Involvement Strategy 2013
- General literature, including Homes & Communities Agency's Tenant Involvement and Empowerment Standard/Co-regulation; Tenant Services Authority/Audit Commission's Tenant Involvement – assessing landlord's progress; TPAS best practice in tenant involvement

Copies of all our findings can be found in our evidence box file.

This scrutiny investigation took us 18 months to complete. All recommendations are based on evidence provided by staff and tenants. **It may be that there is information that we were not made aware of, which may impact on our findings.**

What we found

20 tenants were involved in 17 different groups (many getting involved as a result of a grievance). This reduced the pool of information and ideas available and the apparent lack of formal links or feedback between the groups resulted in stagnation, producing little in the way of results (with a few exceptions).

There was a disappointing response to the anonymous housing staff survey – 42 staff members (out of 105) responded. Not all answered every question. Results showed that although some staff are very committed to tenant involvement, others don't recognise its value (or feel it forms – or should form - part of their normal working day).

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Staff attitude can come over as 'you're just a tenant, you're lucky to have a home'. We agree with the Head of Housing that by considering and referring to tenants as '**customers**', the culture would change to one of increased mutual respect.

What works well:

- The Housing Matters magazine – because it now uses clear language, is more user friendly and looks like a magazine rather than a news sheet or paper. It involves a really active tenant group but they are still led by the council's design team
- Improving Facebook and Twitter content (has become increasingly proactive in last 18 months)
- Access to training to boost customer involvement skills, including access to life skills training
- Verbal commitment to customer involvement from senior staff – but this doesn't seem to have filtered down to other staff in practice
- The designated Complaints Panel is working well and seems to be thriving. It has one of the committee taking minutes; they appear to be listened to; they achieve good outcomes; driven by tenants (although this would benefit from greater complainant feedback – not all complainants respond); good liaison with council groups. *Disappointingly, we have recently been told this positive start has faltered and that staff supporting this group are currently seeking to build it back up again*
- The Estate Management Service Review Group have adopted a new format and seems to be moving in a positive direction. They are doing some good practise things eg promoting what they want to achieve in Housing Matters; good interaction between tenants and staff; wanting to get closer to tenants – and we look forward to seeing some positive outcomes from this group

What doesn't work so well:

- The Council's approach is seen as dictatorial and officious. There's no feeling of 'participating' or partnership in decision making (despite this being part of the Tenant & Council Partnership Statement). Tenants are told what the decision is, then asked for comment, rather than being part of the decision making process itself eg unfinished meetings that still resulted in non-agreed outcomes; closing the Tenants Resource Room and relocating this to Trumps Court; cancelation of Service Review Group meetings. There is a feeling that tenant groups are set up for the convenience of the council rather than tenants with tenants not treated as true partners

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- The use of % in performance/satisfaction reporting does not provide a real picture. Actual numbers would be a better way of creating a true and clear picture, easily understood by all.
- Employing another full time person in customer involvement to support the current role, which gets bogged down with administrating to the groups. This needs to be increased in order to constantly regenerate customer involvement – and to give this the time that is needed to do this successfully
- Process of agreeing change from TRG to TIF. No apparent agreement had been reached after the initial discussion. It was agreed to call another meeting but the decision was ‘made’ internally, without this. More needs to happen, a name change and some tweaking is not sufficient to change culture /direction of a group

Our recommendations

RECOMMENDATION ONE					
1.0	Make sure that effective tenant involvement (with a customer-centric approach) is an expected part of everyone’s job				
	Further details	Evidence	Priority 1	Priority 2	Priority 3
1.1	Make sure all staff understands the purpose and value of involvement and the role they play in making this happen. This will help to remove the perceived ‘brick wall’ between tenants and the Council	Staff survey			
1.2	Set targets for staff around Customer involvement (as appropriate to their role) and measure progress against this. Discuss this as part of staff appraisals and provide training as appropriate	Staff survey ² : 7 said customer involvement was part of their annual performance review. 11 said it was not.			

² 42 staff members (out of 105) responded to our anonymous survey

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		<p>Staff survey: 23 said involving tenants is important, 12 said it was not important and 5 said they didn't need to involve tenants.</p> <p>Staff survey: 17 said it was easy to involve tenants, 19 said it wasn't easy and 4 said they didn't need to involve them at all.</p>			
1.3	Change staffs' thought process and attitude by seeing tenants as 'customers'. This will change perspective and encourage a culture of more mutual respect. Include this in staffs' job descriptions	<p>Staff survey: 18 said tenant involvement was part of their JD, 14 said it was not</p> <p>Head of Housing said it was part of his role to encourage staff to see tenants as customers (email response)</p>			

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1.4	Work with the TIF to produce an annual programme of policy reviews/strategy development to be shaped in partnership with customers – and how they should be involved in these (eg focus groups, service review group, survey, TIF) – and make sure reports to HRB on such policies/strategies show what is being done differently as a result of customers’ input	Staff survey: 28 said that tenants’ views should be considered when making service delivery changes. 9 disagreed with this			
1.5	Involve Customers in setting service standards and how housing-related decisions are made; ensuring a focus on value for money (right services to right people at right time at right cost = efficient delivery)	Other landlords			
1.6	Involve Customers in local decisions in communities (increases customer satisfaction, lowers ASB, creates greater pride in area)	Other landlords			
1.7	Monitor performance annually against the Tenant and Council Partnership Statement, signed by EDDC and HRB and report on this to Customers in the annual report.				
1.8	Work with Customers to review the Tenant and Council Partnership Statement to ensure it includes the key commitments that need to be jointly delivered and reflect customers’ needs and priorities. Include TIF as a signatory to reflect the tripartite responsibilities of this statement				

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RECOMMENDATION TWO					
2.0	Make sure tenant involvement priorities are linked to the organisation's vision and objectives				
	Further recommendations	Evidence	Priority 1	Priority 2	Priority 3
2.1	Work with Customers to develop a 'road map' to developing a true partnership relationship with tenants and to remove the feeling that 'tenants are expected to fit in with the council'				
2.2	Work with Customers to agree the ways in which they can influence the HRA Business Plan, making sure that the priorities for tenant involvement flow from this, supporting Customers to be involved in key issues and objectives affecting them and the business. Include this in the business plan itself	TPAS best practice in tenant involvement HCA Standards			
2.3	Work with all involvement groups to develop annual work plans for each group to ensure their priorities are met (and thereby supporting the HRA Business plan). Combine these into a collective annual Customers involvement work plan and report against this quarterly to the HRB and tenants via the web site or newsletter	TPAS best practice in tenant involvement Other landlords			
2.4	Involve Customers in decision making at an early stage (not after decisions have been made) – and make sure papers to HRB show the contribution and changes that have been made as a result of their involvement	TPAS best practice in tenant involvement Tenant feedback			
2.5	Involve Customers in designing and reviewing agreed policies and strategies from the outset and make sure papers to HRB show the contribution and changes that have been made as a result of their involvement	TPAS best practice in tenant involvement Tenant feedback			
2.6	Make sure the Customer Involvement Strategy clearly links to the HRA Business Plan (and any other corporate objectives)	TPAS best practice in tenant involvement			

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		HCA Standards			
2.7	Ensure that involving customers is seen as an active part of business development, service planning and budget setting. This should be monitored by a senior manager and reported annually to the HRB and to tenants in their annual report	TPAS best practice in tenant involvement			
2.8	Make sure the Customer Involvement Budget meets the needs of the collective annual customer involvement work plan	HCA Standards			
2.9	Report back quarterly to the TIF on the spending of this budget so that they can monitor this and ensure it is being spent correctly – and report annually to other tenants via the annual report)				
2.10	Develop a way to measure the value for money created (or not) by Customer involvement to show how involvement has influenced and benefitted the business as well as tenants generally. Report on this annually to HRB and tenants in the annual report				

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RECOMMENDATION THREE					
3.0	Make customers central to decision making processes				
	Further recommendations	Evidence	Priority 1	Priority 2	Priority 3
3.1	Actively seek out Customers' experiences of service delivery so that you are aware of the impact your services and service delivery has on them. Don't just rely on things like Contractors' reply slips				
3.2	Trial Customer Experience Mapping, informal focus groups and continue to develop online/social media opportunities				
3.3	Make sure Customers' feedback gathered in these ways is reported to HRB so they can ensure agreed recommendations are fed into service improvement planning				
3.4	Make sure this process is transparent by summarizing this feedback in Housing Matters magazine, Annual report plus web site/social media				
3.5	Look at current feedback opportunities (eg repairs satisfaction survey) and work with the Editorial Group (and other interested tenants) to ensure they include questions that customers wish to answer as well as those East Devon Homes wishes to ask				
3.6	Ensure groups are empowered to make a difference and their life skills and expertise are respected and utilised				
3.7	Make sure Customers are given high quality (and timely) information (including access to independent advice) as well as access to training and support				
3.8	Support Customers to be able to 'challenge' East Devon effectively as 'critical friends'. Support staff to understand this is about improving services and is not personal				
3.9	Get positive stories out in the annual report, web site, newsletters, events and via staff and involved residents				

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3.10	Develop ways of involving Customers who are not able to engage with traditional methods of involvement eg tenants with care and support needs				
3.11	Check to make sure customer involvement activities do not exclude any customers and are open to all				
3.12	Include options for on-line involvement, either as stand alone or feeding into other groups				
3.13	Remember a week has seven days with 24 hours in each. Extend activities to include evenings and weekends				
3.14	Promote the benefit involvement can have for Customers eg using life skills, gaining confidence, learning new skills, helping with access to education/employment (looks good on your CV); getting out and meeting people				
3.15	Collect Customers' areas of expertise at sign up (or just after) and encourage them to use these skills as an active tenant.				
3.16	Find out which communication methods Customers prefer to use – and use these to communicate with them				
3.17	Employ another full time Customer Involvement person to support the current role which gets bogged down in administrating to the groups. In this way, one can focus on promoting and developing effective Customer Involvement, whilst the other can focus on admin				

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RECOMMENDATION FOUR					
4.0	Review the existing structure to ensure groups' effectiveness, including no duplication of members/activities				
	Further recommendations	Evidence	Priority 1	Priority 2	Priority 3
4.1	Use the planned recruitment drive to ensure new members are brought into relevant groups and activities				
4.2	Empower staff and Customers to work together to agree which/how many groups are needed to support staff to shape and improve service delivery, including agreeing service standards and any local offers. Ensure no duplication of activity				
4.3	Make sure this includes a range of ways (and times) for Customers to scrutinise, monitor, decide, influence, comment and feed back in a way that works (so keep trying things out and assessing how well each works). Sell the 'sizzle' (the difference tenants can make)				
4.4	Develop a clear tenant involvement structure with efficient communication flows, which offers a range of methods to collect and use tenant feedback eg informal as well as formal complaints; snap shot surveys; question of the week etc. Have options that can be completed from the time it takes to boil a kettle to influencing strategic priorities. Include time frames (eg 1 hour every month, email once a week, ½ hr every 3 months)				
4.5	Ensure each group is supported by a dedicated staff member who can support the group to be effective (rather than 'run' the group), provide information, find papers, take notes etc according to the needs of each group and to be a "friendly voice/face "				
4.6	Allow for one-off groups (working parties) to develop as staff see the need for them (eg when reviewing a policy or /developing a				

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	new strategy			
4.7	Work with tenants to change tenant group names to sound positive and reflect their role (de-councilise description to something more meaningful to tenants)			
4.8	Use technology (email, facebook, instagram, twitter, skype etc) to facilitate easier contact between Customers and Customer groups (and council). Replicate this in Housing Matters as far as possible.			
4.9	Develop a Customer Involvement Update web page for groups to inform tenants of their activities. Make it possible for Customers to contact groups via this page. Replicate this in Housing Matters as far as possible			
4.10	Restrict the number of groups Customers can be members of, to encourage diversity and increased representation	Staff survey: staff thought there were too many groups with the same tenants sitting on them – and are not representative of the tenant population		
4.11	Remember that Resident Involvement leaflets are there to ‘sell’ resident involvement, so include what’s in it for tenants and how East Devon Homes will support tenants involved before listing involvement options; stress that involvement will be appreciated by the council; include time commitment and use appropriate images. All involvement literature needs to be brightened up, with appropriate images (showing a little girl on a balance beam does not equate with Customers becoming more involved)	Spectrum/Cornwall tenant involvement leaflets		
4.12	“De-councilise” all terminology			
4.13	Develop a flow chart to show how communication will work – including decision making and feedback – from customers,			

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	through customer groups, to senior managers/HRB and back again				

RECOMMENDATION FIVE					
5.0	Develop an annual programme of ongoing activities to promote positive recruitment				
	Further recommendations	Evidence	Priority 1	Priority 2	Priority 3
5.1	Develop and carry out a range of ongoing (and where appropriate, targeted) recruitment activities to ensure that Customer Involvement continues to grow. Develop these in partnership with existing involved customers. Find out which approaches work best currently				
5.2	Measure the success (or otherwise) of various recruitment approaches eg welcome pack, web site, social media, to see which ones work best across all age groups, customers' families (not just tenants named on the tenancy agreement), geography, gender etc				
5.3	Change the ethos, terminology and approach to see tenants as 'customers' to help reduce perceived 'us and them' culture				
5.4	Promote the (evidenced) success that effective customer involvement has created (using web site, social media and Housing Matters magazine) and ensure that all opportunities for involvement actually make a difference, rather than becoming				

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	'talking shops'				
5.5	Make better use of staff/contractor contact with customers to proactively identify those who may want to be involved. Ensure a robust process is developed to respond to customers identified in this way, so they don't get forgotten				
5.6	Make better use of Social Interaction and Fun Days to identify tenants who might like to get involved. Consider inviting an interesting speaker to coffee mornings or holding events in soft play areas. Work with Customers to develop a range of creative approaches to recruitment and retention of involved tenants				
5.7	Provide stands at conference, fun days and any community activities eg Sidmouth Folk Festival. Talk with people, don't just rely on handing out leaflets. Customers should be invited to man these stands along with staff				
5.8	Research the reasons why customers don't want to get involved/stay involved – and develop strategies, in partnership with Customers, to resolve these				
5.9	Be proactive in consulting with other housing providers to get information on best practice in recruiting and retaining active Customers				

Conclusion

This was our third scrutiny activity and again focussed on a service being provided by the council and taken up by tenants. There was a lot of work involved but we are getting more experienced in the scrutiny techniques needed and are growing as a scrutiny group.

We learned a lot about the challenges involved in delivering this housing service and hope that our recommendations help to address some of these.

We are pleased to find there are positive practices to balance our recommendations. We found the tenant involvement process to be stagnant in places, with a poor attitude and approach whilst growing in others, with a much improved customer-centric attitude and approach. We hope our recommendations will ensure that the positive examples we found can be spread to the rest of the organisation.

To recap, our top five recommendations are:

1. Make sure that effective tenant involvement (with a customer-centric approach) is an expected part of everyone's job
2. Make sure tenant involvement priorities are linked to the organisation's vision and objectives
3. Make customers central to decision making processes
4. Review the existing structure to ensure groups' effectiveness, including no duplication of members/activities
5. Develop an annual programme of ongoing activities to promote positive recruitment

We are pleased to recommend this report to the Housing Review Board.

Acknowledgements

We would like to thank the following for their contribution and support during this project:

- Officers of the council who supported us, allowed us to shadow them and patiently searched for information in answer to our questions
- Tenants, and staff who took part in our surveys and interviews

A special thank you goes to the Tenant Involvement Team and Kerry Spittle especially for their patient help in facilitating this project

Appendix A - Scoping paper

BROAD TOPIC AREA	East Devon’s approach to tenant involvement and empowerment and recruitment
SPECIFIC AREAS TO EXPLORE	Corporate approach vs reality Recruitment and involvement approaches Communication and language Effectiveness of involvement
AREAS NOT COVERED	Housing Review Board
DESIRED OUTCOMES	To obtain a good picture of <ul style="list-style-type: none"> • Effectiveness of current involvement Arrangements/communication <ul style="list-style-type: none"> • Value that involvement brings • Identify what works well • Identify any improvement that can be made Ideas to motivate non-involved tenants

Item 8

WHO SHOULD BE CONSULTED TO OBTAIN EVIDENCE	John Golding Jane Reading Bev Anderson Other staff members as required Current involved tenants Ex-involved tenants Non-involved tenants
WHAT EVIDENCE ALREADY EXISTS	Housing and Communities Plan 2012-2016 Resident Involvement Strategy 2013 Various leaflets Website TPAS mini health check Equality Impact Assessment
WHAT EXPERTS ARE REQUIRED	Not currently identified TPAS

Item 8

WHAT OTHER RESOURCES ARE NEEDED	Jenny Vernon as required Staff surveys Involved tenant survey Non-involved tenant survey Others as yet to be defined
TIMESCALE INCLUDING START DATE	April 2014 – December 2015
WHO ARE THE RECOMMENDATIONS BEING REPORTED TO	Housing Review Board John Golding Sue Bewes Jane Reading

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 9

Subject: **Rent Reduction Policy**

Purpose of report: The report provides an update on the government rent reduction policy and the Ministerial response to the Council's concerns about the impact of the policy on our finances.

The report concludes that our lobbying will not affect the implementation of the policy and advises that we need to concentrate on reviewing the Business Plan and ensuring that our future expenditure is aligned with reduced income expectations.

Recommendation: **To consider the position with regard to the rent reduction proposals and initiate a review of the Housing Revenue Account Business Plan.**

Reason for recommendation: To report back to the Board on the lobbying for changes to the Summer Budget announcement and explain in more detail the impact on our HRA Business Plan.

Officer: John Golding Strategic Lead – Housing, Health & Environment.

Financial implications: There are major financial implications which will have to be mitigated by reducing expenditure. As stated in the report, the options will be brought to a future meeting.

Legal implications: There are no legal implications requiring comment.

Equalities impact: Medium Impact

Changes proposed will reduce the amount and quality of affordable housing available for low income households.

Risk: High Risk

The risk here is the loss on income and the impact that has on the overall position set out in the HRA Business Plan.

Links to background information:

- .

Link to Council Plan: Living in this outstanding place.

Report in full

- 1.1 Members of the Board will recall my report to your last meeting on the proposals contained in the Summer Budget announcement in relation to rent reductions each year for the next four years.

- 1.2 Following our last meeting the Leader of the Council wrote to the Housing and Planning Minister setting out our objections to the rent reduction policy and explaining the implications for East Devon. The letter is attached in **annex 1**.
- 1.3 Our MP's and Portfolio Holder secured a meeting with the Housing and Planning Minister, which was held on 15 October in Westminster.
- 1.4 A briefing note was produced for the meeting with the key points we wanted to convey as set out below:
- We have retained our 4,243 Council homes and have produced a robust Housing Revenue Account (HRA) Business Plan with a turnover of £18m per annum.
 - Our rent collection rate is 99.7% of rent due, and we spend £9m on works to tenant's homes each year. Average rent is £81.97 per week and tenant satisfaction consistently high.
 - Our self-financing settlement in 2012 was £84.3m based on DCLG income and expenditure projections. Prior to this East Devon was a 'debt free' authority having repaid its housing debt many years ago.
 - Our HRA Business Plan was revised building in our PWLB loan portfolio.
 - After years of restricted expenditure under the old HRA subsidy system we completed catch up repairs and accelerated improvements to tenant's homes.
 - We also started to build and acquire much needed Council homes on a modest scale as funds allowed.
 - We are an ambitious and prudent Conservative led local authority.
 - We can only see the current set of proposals as an unwarranted attack on social housing, a fundamental breach of the self-financing settlement, and a misguided approach to reducing the welfare benefits bill.
 - The impact of a 1% rent reduction on East Devon tenants is a loss of £7.9m rent over the four years.
 - The rent loss in year 1 is approximately £1m; £1.7m in year 2; £2.3m in year 3; and £2.9m in year 4.
 - For us this represents more like a 3% real rent reduction each year.
 - The HRA balance falls below the recommended minimum in year 2025/26 and stays below the minimum until 2037/38 when our debt is repaid.
 - We have 2370 properties (55.3%) currently below Target Rents (the previously anticipated rent convergence level) because we have only increased rents by modest increments over recent years, which is the equivalent of £410,000 per annum less rent coming into the HRA than we could have achieved if all properties were at Target Rent levels.
 - We have stopped all new commitments to new build and acquisitions as a necessary response to the Summer Budget announcement.
 - We will need to consider reducing improvement programmes and/or make housing management efficiencies to bring the HRA back into balance, if rent is reduced as proposed.
 - The HRA Business Plan is unsustainable when we factor in the sale of high value stock and accelerated Right to Buy sales. The receipt from 4 RTB sales is only sufficient to provide one replacement home.
 - We feel compelled to request a renegotiation of the debt settlement if these measures are introduced.

- We are different to housing associations with no significant surpluses, lower social rents, embryonic Business Plans, housing the most disadvantaged households typically on low incomes, typically minimum wage.
- The government Impact Assessment refers to housing associations throughout. Local Authority Business Plans being three years old have a high proportion of debt to asset value (gearing) meaning that we are less able to absorb proposed rent reductions.
- In recent years government policy on affordable rents means that in East Devon average Council rent is £81.97 per week whereas a typical and comparable housing association affordable rent would be £130 per week.
- Our simple request is that government do not apply the rent reduction policy to local authority owned housing stock.

- 1.5 During the meeting we were able to put our case, but it was clear from the outset that government policy on rent reduction was not up for negotiation. The Minister explained that government was determined to reduce welfare benefit expenditure, and that this policy on rents represented a challenge for the housing sector, but was considered to be our contribution towards the policy target. He also reiterated government policy around the drive for home ownership opportunities.
- 1.6 We explained the need for a strong social housing sector for those households who will not be able to secure home ownership opportunities. Our housing market assessments and other evidence consistently indicates a need for affordable rented accommodation for low income households. The Minister explained how Starter Home and Help to Buy type initiatives would bring home ownership within the reach of more households leaving just a relatively small number in need of subsidised rented housing.
- 1.7 We spoke of the injustice of forcing stock holding local authorities to take on high levels of debt and then government interfering with our income stream. This seemed to have no traction with the Minister who was focused on the wider government target of reducing welfare benefits and how this sits with encouraging people into work, making work pay, Universal Credit etc.
- 1.8 We have made our position clear and articulated a good case, but we are clearly not going to change government policy on this issue, so we need to move on. I am suggesting that we review our Housing Revenue Account Business Plan incorporating the rent reductions and look at how we can manage our expenditure plans to avoid our HRA balance dropping below the £2 million minimum balance.
- 1.9 I propose reporting to you on options for revising the HRA Business Plan and the 2016/17 budget at our next meeting in the New Year.

Date: 15th September 2015
Contact number: 01395 517567
E-mail: pdiviani@eastdevon.gov.uk
Direct fax: 01395 517508
Our Reference: PD/JG
Your Reference:

Annex 1

Mr B Lewis M.P.
House of Commons
London
SW1A 0AA

Dear Brandon

Summer Budget announcement – the impact of rent reduction proposals

I write following a meeting of my Council's Housing Review Board which considered the current proposal to impose a 1% rent reduction for four years on Registered Providers. The Housing Review Board comprises councillors (5 no.), tenants (5 no.) and independent representatives (2 no.).

Summary of Issues

1. Prior to 2012, EDDC was a debt free housing authority with all its 4,300 homes meeting the decent homes standard and an 88% tenant satisfaction rate with our landlord services (latest STAR survey).
2. In 2012 we took on £84.3m in debt as part of the Government's reform of the Council housing subsidy system.
3. We were required by the Government to produce a 30 year HRA Business Plan. A key aspect of this plan was the approved proposal to increase rents by 2.5% a year to achieve convergence with the rents charged by local housing associations.
4. There is a housing affordability crisis in East Devon with the average house price being typically 12 times the average wage.
5. The 1% rent reduction proposal effectively means a 3.5% cut in revenue bringing with it a massive detrimental revision to our plans to improve homes, build or otherwise acquire new stock.

Detail

Your unexpected announcement, if implemented as proposed, will have a devastating impact on our thirty year Business Plan and our ability to maintain tenant's homes, provide a housing management service; and build or acquire new homes for households in housing need.

Contd.

2.

The reform of the Council housing subsidy system in 2012 was very welcome and long overdue. The coalition Government was clear about the reasons for scrapping the former Housing Revenue Account (HRA) subsidy system. This old and broken system saw East Devon District Council paying a subsidy of approximately £6 million from tenant's rents to the Treasury for redistribution to other Councils who were in receipt of subsidy. Time and again it was stressed that the self-financing reforms would give certainty to Councils to help them plan for the long term and invest in tenant's homes and services.

Then Housing Minister Grant Shapps indicated that tenants and local tax payers will be able to hold their landlord to account for the cost of their housing. On another occasion he said that by giving Councils clarity on their future revenue they could now start preparing for a Council housing revolution.

In its determination of the level of debt Councils should take on in order to opt out of the subsidy system, the government was even clearer. We were advised that the new system is based upon assumptions government has made about the rental income and expenditure required to maintain each Councils stock over 30 years. We took out loans of £84.3 million that was paid to the Treasury for the self-financing settlement. This was supposedly buying us freedoms and flexibilities from central control. Therefore, by the Government's own calculations any changes to those assumptions will impact on councils' ability to maintain their housing stock.

Last year the Government adjusted the rental formula (introducing changes that came into effect in April this year). We were told that rents in future years would be linked to the Consumer Price Index (CPI) level of inflation rather than the higher Retail Price Index (RPI) as had been the case and on which the self-financing settlement was based. This was announced as a ten year rent setting policy. This change was damaging too many Business Plans including ours, and we have discovered that a significant number of authorities ignored the guidance when rent setting.

The Summer Budget indicated that it would be compulsory to implement government rent policy of a 1% rent reduction each year for four years, and broke the CPI+1% formula that had been introduced only a year ago. For many Registered Providers a 1% rent reduction must be added to the anticipated CPI increase anticipated, meaning this typically represents a 3.5% reduction in reality.

It has been estimated that nationally the rent changes proposed will create a £42.7bn 'hole' in Council housing finances nationally, forcing authorities to abandon house building and slash investment in maintaining homes.

This is the finding of early modeling by the Chartered Institute of Housing (CIH), which reveals the majority of 30-year HRA Business Plans, signed off by government under self-financing reforms just three years ago, will be unviable in the wake of the four year 1% rent cut announced in the Summer Budget.

Contd.

3.

The CIH is finding most business plans are undeliverable with many local authorities unable to repay the debt they took on under self-financing. The CIH projections reveal 168 stock-owning Councils could lose £2.56bn over four years and £42.7bn over a 30 year plan period.

We understand that the national debt settlement would have been £10bn lower had it taken into account four years of 1% rent cuts. If government insist on introducing the changes to social rent policy we would wish to put you on notice that we will want to renegotiate the settlement terms due to the changes proposed, as we no longer have self-financing.

You will be aware that the Office for Budget Responsibility (OBR) forecasts that government cuts to social housing rents will cost local councils £2.6bn over the next five years, and estimates the funds could have been used to build 19,000 homes. The OBR says that social landlord rents in five years' time will be 12% lower than they had expected as a result of the changes, and that this could force some housing associations into insolvency and trigger write downs of the value of their housing portfolios.

We have carefully assessed the effect of 1% per annum reduction in rents for 4 years on our Business Plan and in summary our findings are:

- Housing Revenue Account Business Plan allowed for a 2.5% increase so this effectively means a 3.5% reduction year on year.
- The cumulative effect by the end of year 4 (2019/20) is a reduction in rent income of £7.9m (the equivalent of 66 new affordable homes @ £120k per home or 1580 new kitchens at £5k per kitchen).
- In 2025/26 our HRA balance drops to below the agreed minimum provision of £2m (held for exceptional/emergency reasons).
- The HRA balance does not reach an acceptable level until 2037/38 (when our debt is repaid) when it is projected to reach £5 million.
- Future new build/acquisition aspirations will be curtailed (may also result in retained Right to Buy capital receipts being repaid to government).
- Reductions maybe required in maintenance programmes and discretionary activities such as community development.
- The estimated rent loss over the full Business Plan period is £77.2 million (the equivalent of 643 new affordable homes @ £120k per home).
- Our average rent in 2015/16 is £81.97 per week which was increased this year by 2.44% (September CPI +1%). Our social rents are well below equivalent affordable rents charged by most Registered Providers.
- 62% of our tenants are currently in receipt of Housing Benefit so this crude rent reduction mechanism will only reduce the benefit expenditure in respect of a proportion of our tenants.

This means our Members and tenants will now face some difficult decisions about how we prioritise and spend our reduced income. Whilst we are still working through the options it is likely that there will be a sharp reduction in our capital expenditure from 2016/17. This will impact on our ability to invest in our existing stock and maintain homes to a decent standard and is likely to remove any capacity to fund new house-building from the HRA.

Contd.

4.

If the rent reduction proposal was directed at private sector rents and/or the higher affordable rents charged by some housing associations (exacerbated by the introduction of the affordable rent regime) this would have greater impact and arguably be fairer. We are still seeing housing associations announce significant surpluses much of which have been derived through housing for sale and shared ownership activities. Their Business Plans are more mature and robust than local authority plans that are heavily debt laden and only three years old.

In the long run this rent reduction is not even good news for tenants if we cannot maintain and manage their homes well, or confidently plan future housing income and expenditure.

It was also announced in the budget that the Government would carry out consultation over a 'pay to stay' scheme planned to be introduced in 2017 where households earning over £30k would be required to pay a market or near market rent. The government intends to allow Housing Associations to retain this additional income in order to build more homes whilst Local Authorities with retained stock will be expected to pass the extra rent back to central government. This again is counter to the original rationale behind the changes to the HRA subsidy system potentially making Councils 'tax collectors' for the Chancellor, and these are properties where we borrowed against a long term rental income stream.

We are seeing a worrying trend of some housing associations moving away from their social purpose or reviewing their social values in response to the current housing policy agenda. I am sure that is not what you intend, particularly at a time when you want the sector to provide an effective response to the refugee crisis.


There is no policy continuity coming from government on social housing and we cannot run the housing business with constant change in respect of rental income – so much for so called freedoms and flexibilities under self-financing. It is tempting to see these outcomes as an attack on the sector. There seems to be an ideological drive to reverse the current approach so that social and affordable housing is only available to the poorest when they are in need. There is a clear focus on promoting and supporting home ownership, but in our experience there are many households where home ownership is not a realistic option.

Worryingly the Budget announcement prompts a series of questions:

1. If the government is able to tear up the 10 year agreement of rent increases of CPI + 1% after 2 years what reassurances can it give that there will not be any further announcements in 2020 when the 4 year 1% reduction in rent has expired?
2. How can retained stock holding Councils sensibly plan beyond 2020 following this announcement of a 1% rent reduction?
3. Will the government consider that retained stock holding authorities are different to housing associations and that following the changes in the HRA subsidy review should be outside of the rent reduction provisions, especially given that the Council had not reached target rent and is therefore generally charging a lower social rent than other social landlords in the district?
4. What is the government's housing policy beyond simply 'privatising' social housing and removing the means by which Councils and others can invest in and replenish their own stock?

We urge you to abandon these proposals as there are better ways of achieving a reduction in the welfare benefits bill, and request a meeting with you and our MP's to explain in more detail the devastating impact of your governments proposals.

Yours sincerely

A handwritten signature in black ink, appearing to read "Paul Diviani". The signature is written in a cursive style with a large initial 'P' and a long horizontal stroke at the end.

Cllr Paul Diviani
Leader EDDC

Copied to:

Rt Hon Mr George Osborne M.P. Chancellor of the Exchequer

Rt Hon Mr Hugo Swire M.P.

Mr Neil Parish M.P.

Cllr Jill Elson Portfolio Holder Sustainable Homes & Communities

Cllr Pauline Stott Chair Housing Review Board

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None



Agenda item: 10

Subject: **Proposal for moving rent levels to the formula/target rent, for new tenants, at a change of tenancy.**

Purpose of report: This report sets out the income potential from moving rents to formula/target level at a change of tenancy.

Recommendations: **To move rents at a tenancy change to formula/target rent level for new tenants commencing 30 November 2015.**

Reason for recommendation: The Government announced in the summer budget that from April 2016, social housing rents will reduce by 1% each year for a period of four years. By moving rents at tenancy changes to formula/target levels for new tenants, some of the loss of rental income will be offset and lessen the severity of the 1%, 4 year rent reduction.

Officer: Peter Richards, direct dial: 01395 517444, email: prichards@eastdevon.gov.uk

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

Legal implications: To be completed by Legal. To be updated at meeting

Equalities impact: Low Impact
Applies to all social housing tenants

Risk: Medium Risk
Not adopting this practice will mean there will be a greater impact on rental income loss by the 1%, 4 year rent reduction.

Links to background information: None.

Link to Council Plan: Living in this Outstanding Place

1. The Government's rent policy from 2015/2016

1.1 A report on the new rent policy went to the Housing Review Board in September 2014 and it set out the aims of this new policy. These were to:

Ensure that rents for social housing remain affordable in the long term, and:

- Protect social tenants from excessive increase in rents.
- Ensure rents take account of local conditions.
- Provide long-term certainty and stability to social tenants, social landlords and their funders, in order to:

- Enable tenants to understand their future housing costs better;
- Enable landlords to plan for future investment better;
- Encourage landlords to invest in new affordable housing, helping more people in need;
- Support landlords to drive value for money; and
- Give investors confidence in social housing.
- Give landlords significant income to invest in the maintenance and improvement of existing homes, the provision of new affordable homes, and in providing good services to their tenants.
- Control public expenditure – principally, housing benefit costs.
- Support landlords to charge a fairer rent to those social tenant households with high incomes.

2. The policy prior to 2015/2016

2.1 Prior to 2015/2016 the policy allowed annual changes to social rents to increase by the Retail Price Index plus 0.5 percentage point, plus up to an additional £2 per week where the rent is below the formula/target level for that property. The Figure for RPI was taken from September of the previous year.

3. The new policy key changes from 2015/2016

3.1 The new policy uses Consumer Price Index, at September of the previous year, plus 1% percentage point as an increase for social rents, but there is no £2 per week uplift where rents have not converged with the formula/target rent. However, as with previous policies there is an option, at a change of tenancy, to move a rent that has not yet converged, to the formula/target rent for the new tenant.

4. Summer Budget announcement 2015

4.1 The impact of the introduction to reduce social rents by 1% per year for the next 4 years from April 2016, is a loss of rental income, as widely reported, of £7.9m and this in turn will have an impact on housing services. The option to move rents, on re-let to new tenants, to the formula/target level will generate additional rental income. This income, in a small way, will help offset the income loss.

5. Rent convergence

5.1 Rent convergence is where the weekly rent charge on a property has reached the formula/target rent. A key point that was recently conveyed to the Housing Minister is that we have approximately 2370 properties (55.3%) that are currently below the formula/target rent level and have not yet reached convergence. This is because we have only increased rents by modest increments over recent years. The weekly differences range from just a few pence to over £10 where 59 properties sit at this level. If all our properties were at convergence, we would have an additional income of £410,000 per annum.

6. Moving rents to formula/target rent level at change of tenancy

6.1 The difference between our average weekly rent and the average weekly target/formula rent is £2.21, our weekly rent being lower of course. We had 362 new tenancies last year, which if we moved the rent to the target/formula rent on re-let to new tenants would generate an additional approximate income of £800 per week. Multiplying this by 52 gives extra income of £41,600 per annum. By year 4 it would have generate additional income of approximately £400,000 to offset against the 1% loss and for each of those 4 years approximately 360 properties will converge with the formula/target rent. Of course, the same properties could come up for re-let during these 4 years, but this would only be a very small number.

6.2 We have delayed introducing the change in rents, but it is proposed that now is the time to introduce this convergence for new tenants.

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 11

Subject: 'Pay to Stay' Consultation for Social Housing Tenants

Purpose of report: To ascertain the view of the Housing Review Board so that we can respond to the Government's consultation on Pay to Stay.

Recommendation: **That the Board decide on its response to the government's consultation exercise in relation to the Pay to Stay policy.**

Reason for recommendation: To ensure that the views of EDDC are submitted in response to the Government's consultation on Pay to Stay.

Officer: Sue Bewes Housing Landlord Services Manager
01395 516551 X2200 sbewes@eastdevon.gov.uk

Financial implications: The financial implications cannot be quantified at this stage.

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

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: • .

Link to Council Plan: Living in this outstanding place

1 Introduction

- 1.1 On 9 October this year the Government issued a consultation on the detail of the 'Pay to Stay' policy announced in the Budget 2015. The "Pay to Stay: Fairer Rents in Social Housing" consultation document is attached at **Annex 1**.
- 1.2 The Government's view is that tenants in social housing should not always benefit automatically from subsidised rents. There needs to be a better deal in the social housing sector, with housing at subsidised rents going to those people who genuinely need it.
- 1.3 The principle is that tenants who are higher earners, earning over £30,000 per annum (for households outside the London area), should pay market rents and that the extra income generated by local authorities should be returned to the exchequer to help reduce the deficit. Housing associations should keep their extra income generated to fund their development programmes.

- 1.4 There is currently much debate on social media and among housing professionals around how this would work in practice, as well as concern that it could prove to be quite complex and expensive for social landlords to administer.
- 1.5 It is difficult to see how we could know which tenants to charge as we have little idea of their incomes in most cases.
- 1.6 If housing associations can keep the money generated, then it is our view that local authorities should be able to do the same. It is also suggested that extra income raised should be retained locally in order that it can be reinvested for the benefit of local tenants and residents.

2 Consultation

- 2.1 The consultation paper is quite straight forward and self explanatory. Views are sought on how the scheme can support incentives to work, and on evidence of administrative costs.
- 2.2 The Board is asked to consider the Government's consultation documents and its response to the questions posed therein. Officers will feed comments into the consultation process.
- 2.3 This consultation will run for six weeks, ending on 20 November 2015. A summary of responses to the consultation will be published and the views expressed will be considered by the Government. The resulting new policy is expected to be in place from April 2017 onwards.



Department for
Communities and
Local Government

Pay to Stay: Fairer Rents in Social Housing

Consultation



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The Consultation Process and How to Respond

Basic Information

To:	This is a public consultation and it is open to anyone with an interest in these proposals to respond.
Body responsible for the consultation:	The Department for Communities and Local Government is responsible for the policy and the consultation exercise.
Duration:	This consultation will run for 6 weeks. It will begin on 9 th October and end on 20 th November.
Enquiries:	Email: paytostay@communities.gsi.gov.uk
How to respond:	Please respond to this consultation via email to paytostay@communities.gsi.gov.uk Postal responses can be sent to: William Richardson Department of Communities & Local Government 3 G/10, Eland House, Bressenden Place, London, SW1E 5DU
After the consultation:	A summary of responses to the consultation will be published and the views expressed will be considered by the Government.

Overview

Topic of this Consultation:	Pay to Stay: Fairer Rents in Social Housing
Scope of this Consultation:	<p>This consultation is designed to help inform the detailed design of the policy in certain areas. The Government will take views on board as it moves to implement the policy from April 2017 onwards.</p> <p>However, Government will also need to be guided by the overall level of savings that have been set out at Budget and will need to ensure that the design of the policy is able to deliver those savings. In responding to the consultation it will outline how views have been considered and why decisions have been made.</p>
Geographical Scope:	England only
Impact Assessment:	A full impact assessment will be published at a later date. It will be important for that work to be informed by the questions in this consultation on the administrative costs of the policy.

Introduction

1. The Government's view is that tenants in social housing should not always benefit automatically from subsidised rents. There needs to be a better deal in the social housing sector, with housing at subsidised rents going to those people who genuinely need it.
2. On that basis, the Government has decided that social housing tenants with household incomes of £40,000 and above in London, and £30,000 and above in the rest of England, will be required to pay an increased level of rent for their accommodation if their rent is currently being subsidised below market rent levels.
3. This will build on the current 'pay to stay' policy which is available to local authority and housing associations to operate voluntarily.
4. Money raised by local authorities through increased rents will need to be returned to the exchequer to contribute to deficit reduction. Housing Associations will be able to use the additional income to reinvest in new housing.
5. Our starting assumption is that the policy will operate in broadly the same way as the current Pay to Stay policy, i.e:
 - household means the tenant or joint tenants named on the tenancy agreement, and any tenant's spouse, civil partner or partner where they reside in the rental accommodation. Where several people live in the property the highest two incomes should be taken into account for household income.
 - income means taxable income in the tax year ending in the financial year prior to the financial (i.e. rent) year in question.
 - where a HIST tenancy comes to an end, and the property is vacated, we would expect properties to typically be re-let in line with their previous lower rent – be it at social rent or Affordable Rent – to a household in housing need.
6. Government will also consider what additional powers could be useful, for example, to require the provision of information by tenants
7. The Government will use primary legislation to bring forward powers to implement the policy and ensure it is in place from April 2017 onwards. We expect that the detail of the policy will be set out in regulations.

Scope of the consultation

8. This consultation is designed to help inform the detailed design of the policy in relation to work incentives and administration. The Government will take views on board as it moves to implement the policy from April 2017 onwards. However, it will also need to be guided by the overall level of savings that have been set out at Budget and will need to ensure that the design of the policy is able to deliver those savings.
9. The areas where views are sought are:
 - how the scheme can support incentives to work
 - evidence of administrative costs

Supporting work incentives

10. The Government wants to ensure that the policy supports work incentives, and is seeking views on how the policy can be designed to achieve this whilst ensuring that tenants pay a fair rent.
11. A gradual increase in rent for social tenants as their incomes rise may be a fairer system. One way this could be achieved is through a system that would ensure that households earning in excess of minimum income thresholds would pay increasing amounts of rent as income increases, for example in the form of a simple taper.
12. There will be different options for how this could be implemented, and there will be trade-offs between ensuring rent closely reflects income and simplicity and certainty for both the tenants and the landlord. We do not expect, for example, that rents will be adjusted frequently. However there will be choices over how social landlords respond to changed tenant circumstances, for example, where a household is subject to a sudden and ongoing loss of income.

Q1: Views are invited on:

- how income thresholds should operate beyond the minimum threshold set at Budget, for example through the use of a simple taper / multiple thresholds that increase the amount of rent as income increases.
- whether the starting threshold should be set in relation to eligibility for Housing Benefit.

Evidence of administrative costs

13. Social landlords will be required to administer the policy.
 14. The proposal is that local authorities will be allowed to recover any reasonable administrative costs before they are required to return additional income from increased rents to the exchequer. We expect that the types and level of costs that can be retained will be prescribed. As housing associations will be retaining the income they receive from higher rent payments to invest in new housing, they will be expected to absorb the administrative costs.
 15. We expect that local authorities already have systems and processes in place that could be modified to operate the pay to stay policy. The additional administrative resource that is likely to be required is staff time in operating the scheme.
 16. Housing associations may incur additional costs in setting up systems. However, as the policy is going to allow those associations to keep the additional rent money to reinvest in social housing, they should be able to cover those costs.
 17. The Government will be publishing an impact assessment in due course that will outline the scale of the administrative costs for housing associations and is using this consultation to ask for evidence and views on the operation of the policy.
- Q2:** Based on the current systems and powers that Local Authorities have, what is your estimate of the administrative costs and what are the factors that drive these costs?

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 12

Subject: **To report on the outcome of our consultation resulting from the preliminary notice of variation to tenancy agreement.**

Purpose of report: To report on the outcome of the consultation and that the Portfolio Holder for Sustainable Homes and Communities and the Strategic Lead for Housing, Health & Environment have approved the proposed changes to the revised draft tenancy agreement.

Recommendation: **To note the outcome of the consultation and the further changes made to the tenancy agreement.**

Reason for recommendation: To ensure the Housing Review Board is fully informed regarding the new tenancy agreement

Officer: Emma Charlton, Housing Projects Officer, echarlton@eastdevon.gov.uk
01395 519982

Financial implications: There are no financial implications.

Legal implications: The legal implications of the various concerns of tenants are set out in the report and no further comment is required.

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

Report in full

- 1.1 At the end of July 2015 all tenants were sent a preliminary notice of variation to their tenancy together with an explanation of the proposed changes. We asked tenants to let us have any comments about the proposed changes by 11 September.
- 1.2 At the Housing Review Board on 18 June it was agreed that the Strategic Lead for Housing, Health & Environment and Portfolio Holder for Sustainable Homes and Communities have delegated authority to act on the outcome of feedback from the consultation processes.

- 1.3 Eight tenants, officers and councillors contacted us with specific comments (see table below). We had approximately 40 telephone calls or letters from other tenants which were mainly around reassurance of their security of tenancy, asking for a copy of the new tenancy agreement or asking a question about succession. We reassured tenants that we were not changing the type of tenancy agreement they had. Where tenants requested a copy we explained that the finalised document would be sent out to them in November. Most tenants were happy to wait until then, but some did request a copy of the draft and these were supplied. Where possible we answered any questions on succession or requested Housing Needs colleagues to respond.
- 1.4 Giles Salter, Melissa Wall and Emma Charlton met to consider the specific comments and our responses are given in the table at the end of this report.
- 1.5 We proposed that the following two changes are made to the draft of the tenancy agreement:
1. An additional clause is added to Section 4.4 Living in your home which reads:
4.4.5 If you live in sheltered housing where a personal alarm has been installed, you must not remove, disconnect or interfere with the equipment in any way. We will recharge you for any costs involved in repairing or replacing damaged equipment. Removing, disconnecting or interfering with the equipment will mean that the alarm cannot be used in an emergency and so may put your life, or the life of others, in danger.
 2. In Clause 7.1.5 we change the abandonment time from 28 days to three months so the clause now reads:
We will remove and store any items left in the premises after the termination date three months. We will notify you of this at your last known address. If the items are not collected within three months we will dispose of them. You will be liable for our reasonable costs of storage and disposal.
- 1.6 The Portfolio Holder for Sustainable Homes and Communities and the Strategic Lead for Housing, Health & Environment have approved these changes.
- 1.7 At the start of November we will send all tenants the final notice of variation letter which will draw attention to these two changes (**Appendix 1**) and a copy of the final tenancy agreement (**Appendix 2**). The new tenancy agreement will become effective from 1 January 2016.

1.8 Comments received during consultation period on changes to tenancy agreement

Issue	Officer comment
Several people have raised issues around succession rights and their own situation.	Rules around succession set out in law so can't make changes.
Car parking on communal areas – can we limit to one car per household on sheltered schemes?	We have no authority to limit the number of cars per household so not possible to meet these requests
With limited parking can you put a limit of one car per household – would be fairer and stop tenants taking up two or more spaces	
Requested further clause in agreement re enforcing tenancy conditions re noisy neighbours (explained that existing clauses on ASB and communal areas address this)	Environmental Health can take action in some cases of extreme noise. Noise recording equipment can be used to assess level. So there are other statutory powers to deal with this issue and no further references are needed in the tenancy agreement.

Issue	Officer comment
Should mention that if tenant already has written agreement that a condition is 'waived' still stands	No need as tenant already has written agreement to 'waive' a condition. We do not wish to advertise the fact that in a very few cases we will 'waive' conditions
Not happy with wording around forced entry. Feels tenants who've tried to comply may be penalised. Could wording be changed to 'may force entry taking into account individual circumstances ...' (document (4.10) does use 'may' 'reserve right' etc so probably covered)	The wording does allow for officers to use their discretion – so already adequately worded
Concerned about behaviour of cats – could this also be covered? What if a previous tenant installed a cat flap?	Do not feel this is necessary – conditions around pets adequately covered
Should we include something about not tampering with alarm equipment within individual homes? Only covered at moment under communal areas (4.11)	Agreed that this would be a sensible addition. To be included under 4.4 Living in your home '4.4.5 If you live in sheltered housing where a personal alarm has been installed, you must not remove, disconnect or interfere with the equipment in any way. We will recharge you for any costs involved in repairing or replacing damaged equipment. Removing, disconnecting or interfering with the equipment will mean that the alarm cannot be used in an emergency and so may put your life, or the life of others, in danger.'
Should we say anything about mobility scooters in both general housing as well as sheltered?	This is covered by Clause 4.11.2 – second bullet point
Abandonment – need to change time scales	Timescales to be changed in final document from 28 days to 3 months (clause 7.1.5)

Issue	Officer comment
<p>Concern over charging higher rent for higher earners – email raised many issues such as how will we assess the 'market rent' Should we say will use LHA?</p>	<p>The policy of charging market rent is from government directive and adopted by HRB</p>
<p>Letter raising multiple issues. Officers have considered all of them and do not feel that any need to be acted on.</p>	<p>No action required</p>

Date: 6 November 2015
Contact number: 01395 519982
Email: Housingstrategy@eastdevon.gov.uk
Direct Fax:
Reference: Notice of variation



Addressee Name (Only Use The Occupier As Last Resort)
Address Lines 1-4
TOWN
POSTCODE

East Devon District Council
Knowle, Sidmouth, EX10 8HL
DX 48705 Sidmouth
Tel: 01395 516551
Email: csc@eastdevon.gov.uk
www.facebook.com/eastdevon
www.twitter.com/eastdevon

Dear

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

Following the preliminary notice letter sent to you in July, we now enclose your new, revised tenancy agreement. This will replace your current tenancy agreement and becomes effective on Friday 1 January 2016. **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 explanation notes which accompanied the preliminary notice letter. The new document is a combined agreement which includes our introductory, secure and flexible tenancy agreements. However your tenancy type remains the same – for example if you currently have a secure tenancy, you will remain on a secure tenancy from January 2016.

We had good feedback from our letter and considered all the comments made by tenants, officers and councillors. We would like to thank everyone who contacted us during the consultation process. As a result of this consultation we have made two further changes to the tenancy agreement. These are:

- 1) We have added an additional clause under Section 4.4 Living in your home which states:
'If you live in sheltered housing where a personal alarm has been installed, you must not remove, disconnect or interfere with the equipment in any way. We will recharge you for any costs involved in repairing or replacing damaged equipment. Removing, disconnecting or interfering with the equipment will mean that the alarm cannot be used in an emergency and so may put your life, or the life of others, in danger.'
- 2) Under Clause 7.1.5 we have changed the length of time that we will store any items left in the property at the end of the tenancy from 28 days to three months. We have also made it clear that you would be responsible for our reasonable costs of storage and disposal.

East Devon – an outstanding place

Chief Executive: Mark R Williams Deputy Chief Executive: Richard Cohen



Please let us know if you would like a copy of this letter or the tenancy agreement in another format such as large print, or in audio.

If you have any queries or concerns about this letter or the new agreement, please contact the Housing Project Officers on 01395 519982 or email housingstrategy@eastdevon.gov.uk.

Yours sincerely

John Golding
Strategic Lead for Housing, Health & Environment



Your tenancy agreement

Effective from 1 January 2016

SAMPLE

Contents

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2. About the type of tenancy agreement you have
3. Grounds for possession of your home
4. Your responsibilities
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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

Your offer of tenancy letter will tell you which type of tenancy you have.

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.

We talk about your 'tenant handbook' in this tenancy agreement. 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 there are some key contact details (section 11) and a list of definitions (section 12) explaining some of the terms we use.

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

East Devon District Council
Service Lead for Housing
Knowle
Sidmouth
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 started. 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 review 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 will specify a date not less than four weeks from the notice when we will apply to the court for a possession order. However in cases of antisocial behaviour we can start legal proceedings at any time

after the service of the notice of seeking possession. 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 (pay them off first). 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 higher household incomes:

We will charge tenants with high incomes a market rent to stay in their homes. If the income of your household is over a certain amount you are required to make a written declaration to us to this effect. From April 2015 this amount is £60,000 gross per tax year, but this is subject to change. When changes occur we will write to all tenants who do not receive housing benefit to inform them of the new amount.

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 living, working in or visiting the local area. This includes people living near 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, emails 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 (unless we have given you permission to run a business - see Section 4.4.4 below). 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
- 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.

4.4.5

If you live in sheltered housing where a personal alarm has been installed, you must not remove, disconnect or interfere with the equipment in any way. We will recharge you for any costs involved in repairing or replacing damaged equipment. Removing, disconnecting or interfering with the equipment will mean that the alarm cannot be used in an emergency and so may put your life, or the life of others, in danger.

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

You need to make sure that gardens and verges are 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 from our estate management team.)

You must keep any ditches or water courses free flowing and not obstructed in any way.

4.5.3

You must not keep any dangerous, offensive, harmful or flammable materials (such as petrol or certain chemicals) in or around the property, 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 prevent the use of a room as a living space.

4.6 Repairs

4.6.1

You must tell 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 charge you the cost of doing this.

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 and furniture, as soon as possible and not later than 28 days after placing outside of the dwelling. Please contact estate management 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 and antisocial behaviour clauses 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.

If you require further information about keeping pets please contact our estate management team

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 health and safety risks 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 the right of forcible re-entry 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
- use any communal parking areas in an unreasonable or irresponsible way such as for the storing of untaxed or unroadworthy vehicles, more than one vehicle, or household items.

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 include 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, and 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. Please contact our housing needs team for more information.

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

- 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. Please contact our housing needs team for more information.

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 tenants have the right to make improvements to their property with our consent.

Flexible tenants do not have the right to make improvements but we will allow you to carry out certain alterations or improvements with our prior consent

Introductory tenants do not have the right to make improvements

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 alternations 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 are 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.

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

We have 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

We rarely have to 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 requesting permission to the relevant department or to the Service Lead for Housing, at:

East Devon District Council
Knowle
Sidmouth, EX10 8HL

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 at <http://eastdevon.gov.uk/housing/customer-care-and-complaints-about-the-housing-service>.

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, Knowle, Sidmouth, 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 three months. We will notify you of this at your last known address. If the items are not collected within three months we will dispose of them. You will be liable for our reasonable costs of storage and 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. 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 (this is a break clause). 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, and 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 household 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 this may be in relation to your vulnerability or health status. It will allow us to tailor and deliver services to you. We may use your personal information as part of research exercises. You will remain anonymous and it will not be possible to link information 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 may 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 it 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 Contacting us

The tenant handbook, which you received at the start of your tenancy, contains a full list of the housing teams with their contact details. Below is a list of the key departments with contact details.

Service	Telephone number	Email address
Paying your rent and rent arrears	01395 517459	housingrental@eastdevon.gov.uk
Reporting repairs	01395 517458	repairs@eastdevon.gov.uk
Reporting antisocial behaviour	01395 516551 ext 2381/2396	estatemangement@eastdevon.gov.uk
Exchanging or ending your tenancy	01395 517469	housingneeds@eastdevon.gov.uk

12 Definitions

We have tried to write this agreement 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: This is any behaviour or activity 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, gardens 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

Market Rent: A rent that is similar to that charged for the equivalent accommodation in the private rented sector

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 have a support need or disability and would benefit from the assistance of a Mobile Support Officer and the Home Safeguard alarm service.

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 ask for our permission 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

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None



Agenda item: 13

Subject: **To continue the provision of a free and independent financial advice service for tenants**

Purpose of report: This report sets out why the Council should continue to provide a free, independent, confidential, and impartial debt advice service that delivers a fair outcome for both debtors and creditors.

Recommendations: **To enter into a new contract for the provision of a free and independent financial advice service for tenants.**

Reason for recommendation: With the changes and cuts to many benefits by the introduction of welfare reforms, the provision of this financial service for tenants will be very important and very necessary. This service helps tenants sustain their tenancies, and keeps them living in their homes free of debt or with reducing levels of debt.

Officer: Peter Richards, direct dial: 01395 517444, email: prichards@eastdevon.gov.uk

Financial implications: Until the tender exercise is completed the cost of this service is not known.

Legal implications: The legal implication is set out within the report. The Contract will require a procurement exercise and the procedure is set out in Council Standing Orders.

Equalities impact: Low Impact
Applies to all social housing tenants

Risk: Medium Risk
Not providing this service, could lead to an increase in rent arrears, more council tax debt, more repossession of dwellings, tenants not managing finances, not paying bills, not knowing what benefits to claim (navigating the many changes to benefits and the introduction of welfare reforms), having more debt. High levels of, or increasing debt, can cause anxiety and depression leading to mental health issues.

Links to background information:

Link to Council Plan: Living in this Outstanding Place

1. Service provision history:

- 1.1 In April 2011 a report went to the HRB recommending that funding be made available to provide one full time caseworker, preventing homelessness in the public and private sectors. Prior to April 2011 this service was funded by Devon County Council and administered by several local providers, but funding was withdrawn by Devon County Council bringing the service to a close. The report made a clear case for the value of this service to tenants and that the provision of this service should continue. The value of the contract is £35,000 per annum and is split £25,000 to the HRA and £10,000 to the General fund. The HRB considered the report and agreed the recommendation.
- 1.2 A contract was agreed with Westcountry Housing Association to start on the 1st June 2011 for a period of one year. Two part time caseworkers were employed making one full time equivalent.
- 1.3 At the July 2012 Cabinet meeting an exemption was agreed to extend the contact to 30th November 2013 and at the October 2013 Cabinet meeting a further exemption was agreed to extend the contract to 30 November 2015. The two extensions to the contract were requested to enable an assessment to be made of the possible increase in demand for the service because of the introduction welfare reforms and in particular, Universal Credit, however, the introduction of UC itself has been delayed on a number of occasions. The new European regulations on contract law introduced earlier this year, made further extensions to this contract not possible.

2. The value of this service and why do we need to continue with this service?

- 2.1 The main objectives of this service are as follows:
 - To provide a free, independent, confidential, and impartial debt advice service that delivers a fair outcome for both debtors and creditors.
 - To assist tenants in budgeting and managing their money more effectively, particularly those who are most affected by changes to welfare reforms.
 - To provide advice to maximise household, family and individual income.
 - To provide advice on debt management.
- 2.2 This service is delivered to tenants in their homes and over the last 12 months, 32 successful referrals have been made to this service. Not all referrals are successful, approximately one in ten tenants fails to engage. This service has prevented potential homelessness and helped tenants to sustain their tenancies and remain in their homes debt free or with reducing debt.
- 2.3 There are many agencies delivering similar services that are free, confidential and independent. One of the difficulties we face is persuading tenants that they need financial help and support. It is a difficult message to give and we cannot force tenants to take up this service. Some tenants feel that we are regarding them as failures as they cannot manage their finances. The frustration for us is that we know tenants need help, they would benefit from help, but they still feel they can manage and they struggle on. By providing this service, conveniently, to their homes, it is a more attractive proposition for them and there is more chance of persuading them to accept help. If we were to leave it to the tenant to apply on line for a similar service or go to the CAB, experience shows that the take up would be very small.
- 2.4 Not only does the tenant benefit from this service, but creditors also gain. Debt management improves the income for creditors and saves on resources for debt recovery action. There is also a wider benefit for the community, with more understanding and a

structured approach to household income, expenditure, and debt management, disposable incomes are greater, leading to increased spending in the community.

- 2.5 The Council already provides or will provide financial support services, in partnership with the DWP, for customers applying for certain benefits such as Discretionary Housing Payment and Universal Credit. Some of our tenants will use this service and benefit from it. The service we intend to provide is for any tenant that any time is or will experience financial difficulties irrespective of their source of income. They could be new tenants or tenants of many years standing.
- 2.6 Having a limited income and living under a continual cloud of debt can unfortunately lead to mental health issues. This can cause sickness absence from work (leading to loss of income, which will only exacerbate the situation) and can impact on family relationships. Many tenants that have used this service have expressed their gratitude and for some it has been a life changing experience. Providing this service shows a caring attitude by the Council and that it is concerned tenants should maintain and sustain their tenancies. It can only enhance the reputation of the Council.
- 2.7 The Rents team, over the years, have achieved excellent rent collection income performance and there is no doubt that the provision of the financial advice service for tenants has contributed to the success of this achievement.

3. Contract Procurement

- 3.1 Unfortunately there is no framework agreement in place for the provision of this service and procurement for this service will need to go out to tender. It is hoped that a provision for a new financial advice service can be up and running in January 2016.
- 3.2 As previously mentioned part of the current contract includes a service provided to the private sector and financed by the General Fund. This part of the service is no longer required by the Housing Options team, they have had alternative arrangements in place for some considerable time.

Interim Arrangements

- 4.1 We are able to use the services of Homemaker South West as an interim measure until a decision is reached regarding the provision of free, independent and confidential financial services.
- 4.2 This would provide continuity with the council's Financial Services for the time being. It is also possible that a partnering agreement between East Devon, Teignbridge and Mid Devon District Councils would provide a viable alternative to individual procurement in the longer term.
- 4.3 This interim solution comes at a time when Universal Credit is being introduced, allowing us to continue provision of this valuable service for our tenants, albeit with a different service provider.

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 14

Subject: **Completion of asbestos management surveys in housing stock**

Purpose of report: To outline the current progress that is being made in relation to the management of asbestos within our Housing stock.

This is the first report in a series of reports that will be presented to the Board on the issue of asbestos.

Recommendation: To note progress being made in relation to the management of asbestos in our properties, and
To roll out a 2 year programme of works to ensure asbestos management surveys are carried out across our stock, and
To set aside £100,000 in the 2016/2017 and 2017/2018 budgets for the completion of asbestos management surveys.

Reason for recommendation: To ensure the Council is meeting its duties with regards to the management of asbestos in its housing stock.

Officer: Amy Gilbert- Property and Asset Manager
Property & Asset Manager, agilbert@eastdevon.gov.uk, ext 2578

Financial implications: The financial implications are included in the report.

Legal implications: There are no legal implications requiring comment.

Equalities impact: Low Impact

Risk: Low Risk
If the recommendation is agreed.

Links to background information:

- [Mid Devon Asbestos Management Plan 2015](#)
- <http://www.hse.gov.uk/asbestos/>

Link to Council Plan: Living in, Working in.

1. Introduction

- 1.1 As part of the Management of Health and Safety at Work Regulations 1999 and the control of Asbestos regulation 2012, the Council has a duty to ensure the appropriate management of asbestos in relation to our Council properties. As with many matters of

health and safety, legislation is continuing to tighten and significant resources are required to ensure the Council is meeting its duties.

- 1.2 In November 2014, Members approved a revised Policy document; Asbestos Control Procedure and Management Plan for Housing. The policy set out steps to put in place to ensure we are meeting regulations contained in regulation 4 of the Control of Asbestos Regulations 2012. It requires the person who has the duty (i.e. the 'duty holder') to:
 - a. Take reasonable steps to find out if there are materials containing asbestos in non-domestic premises and if so, its amount, where it is and what condition it is in.
 - b. Presume materials contain asbestos unless there is strong evidence that they do not
 - c. Keep an up to date record of the location and condition of the asbestos containing materials, or material which are presumed to contain asbestos
 - d. Assess the risk of anyone being exposed to fibres from the materials identified
 - e. Prepare a plan that sets out in detail how the risks from the materials will be managed
 - f. Take the necessary steps to put the plan into action
 - g. Periodically review and monitor the plan and the arrangements to act on it so that the plan remains relevant and up to date
 - h. Provide information on the location and condition of the materials to anyone who is liable to work on or disturb them.
- 1.3 This is an area that we are working closely with our day to day repairs contractors, who assist us (they also carry their own responsibilities) to ensure we are meeting all of our obligations.
- 1.4 We have a dedicated Asbestos Maintenance Surveyor who manages much of the duties set out above. A large majority of our properties contain ACM's (materials containing asbestos) and we are working hard to ensure the principles of the policy are embedded into our day to day procedures.
- 1.5 The Council is at risk of substantial consequences both from a financial perspective as well reputational if we are seen to not consider the management of asbestos accordingly. We have seen neighbouring Council's fined as an outcome of investigations carried out by the Health and Safety Executive (HSE) where they have been seen to be in breach of legislative duties.

2. Recent improvements made

- 2.1 Since the appointment of a dedicated Asbestos Maintenance Surveyor in 2014 we have been able to make a number of improvements in terms of how we are managing asbestos in our properties. These have included:
 - Ensuring all void properties are surveyed for asbestos at the earliest opportunity this can sometimes mean the survey is carried out whilst the outgoing tenant is

still present. This can then avoid any delays later down the line which may lead to a delay in the property being let.

- Our Asbestos Register is regularly maintained with a new and improved streamlined approach to the information we hold, this complies with all good practice guidance and ensures information is held in a consistent, accessible format.
- All asbestos queries and requests for surveys come to one single point of contact in order to ensure a consistent approach.
- As and when more information becomes available on our properties, our asbestos register is updated accordingly. This information is shared with our contractors, this enables them to have all of the relevant information they need when organising void works/ day to day repairs.
- We have increased the number of management surveys we undertake year on year, this year we have completed approximately 500 surveys to date.
- Awareness training is being rolled out across the housing service to ensure our Officers are aware of the risks of asbestos.
- We are working closely with other Housing Providers in the region to compare good practice and learn lessons in an area that many housing providers are striving to improve on.

3. Management Surveys and Refurbishment and Demolition Surveys (R&D)

- 3.1 We have been carrying out asbestos management surveys on our properties for several years. The definition of a management survey is to provide an overview of any asbestos contained materials (ACM) present and highlight where there are risks if the material is disturbed, this includes recommendations on how to manage it. These surveys provide us with information that can be supplied to anyone working in our properties so that the necessary precautions can be taken. We have made some significant improvements in terms of ensuring our Asbestos Register is up to date, this is as a direct result of increasing the number of surveys carried out.
- 3.2 Where we are carrying out significant works in a property or there is the possibility of any disturbance to asbestos that we know is there, we make arrangements for an R&D survey to be carried out. This is an intrusive inspection survey that is designed to look deeper into the fabric of a building and identify materials that are possibly hidden, such materials a building contractor may come across upon carrying out major works.
- 3.3 In some instances where ACM is present and is likely to be disturbed, we arrange for complete removal of the material. This can be costly and it is important to note that this is usually not necessary as most ACM as long as it is not disturbed is entirely safe. This highlights the importance of the Asbestos Register in ensuring all of our information is up to date.
- 3.4 The table below shows the number of asbestos surveys we have completed on our properties to date:

October 2015	No. of Properties	M Surveys on file	M Surveys Rqd
Area 1	812	298	514
Area 2	1404	463	941
Area 3	1019	359	660
Area 4	1015	335	680
TOTALS	4250	1455	2795

- 3.5 The total amount of management surveys currently outstanding is approximately 2795. It is necessary for us to now consider a programmed approach to ensuring all surveys are complete within a set timeframe. Holding this information for all of our properties will place us in a strong position in terms of our awareness of the stock and will also mean the relevant information can be passed onto contractors as and when necessary.
- 3.6 The term 'cloning' assessments is where a survey is already held for a property and the survey can be cloned (repeated) for other properties due to the similarities of the property in terms of when it was built and what maintenance work has been completed on it to date. This is often a good approach to take to blocks of flats. We are currently considering where information could be cloned amongst our stock.
- 3.7 Holding management surveys for all of our stock will ensure that voids do not need to be delayed in terms of waiting for details of management surveys to come through before work can begin.
- 3.8 A complete register of surveys will place us in a strong position in relation to the Health and Safety Executives expectations in the event of our services needing to be inspected in the future.

4. Budget

- 4.1 We have continued to increase our asbestos budget although due to our increasing work in this area we have overspent in previous years. It is now our intention to set aside a specific budget for the purpose of completing management surveys, it is important to note that this will run alongside the current asbestos budget which covers R&D surveys as well as any asbestos removal requirements.
- 4.2 It is our intention to place all of our remaining properties that do not have a management survey in a 2 year programme of works.
- 4.3 We are pleased to have been working with Advantage South West (ASW) on the development of an asbestos framework, this means we will be able to access extremely competitive prices due to the increased buying power the framework will have. We are currently paying in the region of £120 for each management survey, initially it is felt that using the ASW framework will significantly improve on this, and this will be further advantageous for us in terms of placing a large order of surveys to be completed.
- 4.4 In order to complete 2795 surveys over 2 years will mean the completion of approximately 1300 surveys per year. We therefore intend to set aside an additional £100,000 for management surveys in the 2016/2017 and 2017/2018 budgets. This will be an additional asbestos budget purely for the purpose of completing the surveys which will run alongside a general asbestos budget.

- 4.5 Although we will see an increase in budget spend in order to complete the surveys, we will then be in a position to significantly reduce the asbestos budget as the exercise will not need to be repeated. Of course we will need to manage accordingly the ongoing management of asbestos where present, but with completed surveys in place for all of our properties we will be in a strong position to do this.
- 4.6 Members are asked to approve the budget provision for a 2 year programme of works to complete the outstanding management surveys required.

5. Future position

- 5.1 Our current Asbestos Management Policy is under review, we are working closely with contractors to ensure our policy is reflective of all necessary legislation taking into account our duties as a landlord alongside our contractor's duties in terms of the responsibilities they hold.
- 5.2 It is our intention to present to the Board a further report that will incorporate approval of a new draft policy and explore any further recommendations we may need to put in place in relation to asbestos management.

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 15

Subject: **To review the trial handy person scheme and recommend that the Board agree to the extension of the trial to part or all of the district**

Purpose of report: To report on the success of the first two months of the trial handy person scheme and set out reasons for potentially extending the trial

Recommendation: **To note the scheme's success and agreed to a possible extension of the trial to part or the entire district at the discretion of the Property and Asset Manager.**

Reason for recommendation: To offer the scheme to all tenants living in sheltered accommodation or over 70 or with a disability so as to allow a better evaluation of the likely uptake of the scheme after the trial period

Officer: Amy Gilbert, Property and Asset Manager, agilbert@eastdevon.gov.uk ext 2578

Financial implications: The financial implications have not been identified in this report but an appropriate sum will be included in the draft HRA budget for 2016/17.

Legal implications: There are no legal implications to be considered in this report.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: • n/a

Link to Council Plan: Living in this outstanding place

1. Background

1.1 Following a Task and Finish Forum (TAFF), the Housing Review Board agreed to a six month trial of a handy person scheme for tenants of East Devon. The trial scheme is open to all tenants in sheltered accommodation, all tenants over 70 years of age or with a disability, and all tenants on the individual garden maintenance scheme.

1.2 The TAFF recommended that the trial would be run in two areas of the district, Exmouth town, and the Honiton and Axminster areas – one area, Exmouth, is served by EmmDee and the other, Honiton/Axminster, by Skinners.

1.3 The service has two parts – (1) to provide a free handy person service for specific tenants (see above); (2) to carry out EDDC small scale repairs, under the value of £100.

1.4 It was agreed that the trial would start on 7 September 2015.

2 The first two months of the trial

2.1 From the start (7.11.15) to date (21.10.15) 308 tenants have registered for the scheme, and tenants continue to be registered day to day.

2.2 The scheme is proving fairly popular, particularly in the Exmouth area. To date we have had 59 requests across the district.

2.3 We have two handy persons, one from EmmDee in the Exmouth area, and one from Skinners Construction covering the Honiton and Axminster area. They are proving to be hard working and popular.

2.4 Tenants who have used the service speak very highly about it – some examples below:

- a) Tenant A from Moorfield Close, Exmouth, was delighted with the service. She said ‘Tim was very good. He put up a new curtain rail that I’d bought and also tightened up a small table for me which had become wobbly. While he was there I showed him our bath panel which had become very shabby. He found a new one and fitted it for me. I didn’t have to pay this as this was the council’s responsibility. It’s a very good service and I hope many more tenants will use it.’
- b) Tenant B, a tenant from Exmouth was involved in helping to set up the service, was delighted with the work carried out for him. The handy person put up some pictures in his bungalow.
- c) Tenant C, a tenant at Burnside, was also very pleased with the handy person scheme. She had some pictures put up for her. One of these was of special sentimental value as her late husband had had it painted from her photograph when he was serving with the army in Italy in the second world war.
- d) Tenant D, Kilmington, said: ‘It was so simple to apply for the handy person scheme. Dave called me and came out and fixed my TV to the wall. It was such a joy to have it put there. If anyone else is thinking of using it, please, please ring through and apply. It’s a great service!’

2.5 As well as the handy person jobs, the handy men have carried out (to 20.10.15) 123 of the small EDDC repairs, not just in the trial area but across the district. These jobs include such things as clearing gutters, small repairs to kitchen and bathroom fittings, resetting trip switches, explaining heating systems to tenants etc

2.6 On 14 October 2015 we held a small celebration of the trial scheme. This was attended by councilors and tenants who were involved in the original TAFF, council officers, tenants who have used the scheme, the handy men and representatives from EmmDee and Skinners.

2.7 Discussion at this event showed how popular and helpful the service is proving to be and it was suggested that the trial is extended across the whole district.

3 Reasons for considering extending the trial out across the district

- 3.1 At the start of the trial we had no idea of the likely demand for the service, and where that demand would come from. To ensure we were not swamped with requests the trial was started in two areas only.
- 3.2 We know the exact number of sheltered properties we have in the district as a whole (currently 1351) and where these properties are located. However the data that we hold for age and disability in the general tenant group is not accurate enough to predict the likely demand for the service, and where this demand may be highest.
- 3.3 The initial concept for the scheme was that half of the handy person's time would be spent on handy person jobs, and the other half on small EDDC repair jobs.
- 3.4 There has been higher demand for the handy person in the Exmouth area, than in the Honiton/Axminster area. This may be for several reasons – higher density of housing, higher number of eligible tenants living in this area, higher physical presence of the handy man in the smaller area, better promotion by officers including MSOs.
- 3.5 Whilst the handy man in Exmouth has been carrying out handy person/EDDC jobs in the ratio 2:3, the handy man in Honiton/Axminster area has not been fully utilized with handy person requests, meaning that there is scope to extend the service here.
- 3.6 While undertaking the small EDDC repair jobs the handy men are travelling across the whole district. It would be possible for them to undertaken handy person requests in these areas at the same time. The handy men could co-ordinate their EDDC repair jobs with handy person requests, so for example they could work in Broadclyst one morning per week, Ottery St Mary another etc. This will reduce time, mileage and emissions incurred for both types of work.
- 3.7 Tenants will need to wait until the handy person is in their area for the handy person jobs to be done. So if the number of requests increases significantly tenants will need to wait slightly longer for the work to be carried out.
- 3.8 The presence of the handy person in the area would promote the scheme and residents would know when he was going to be available.
- 3.9 We have had several requests for the handy person service from tenants living outside the trial area. We have also had requests from people who have heard of the service but who are not council tenants. To date we have had to refuse all of these.
- 3.10 Extending the scheme during the trial period will enable us to be able to evaluate its popularity and cost to us more accurately, thus informing any decision to continue with the scheme at the end of the trial period.
- 3.11 There will be no initial increase in costs as we are paying each contractor (EmmDee and Skinners) a fixed amount to provide the handy person for the six month trial period: Of course we would need to discuss any expansion of the service with the contractors.
- 3.12 To enable the scheme to be self funding we estimate that no more than half of their time (2.5 days/week) should be spent on handy person jobs. The balance of jobs should be towards the small EDDC repairs.

4 Risks to extending the trial scheme at this stage

4.1 We have undertaken an analysis of the likely risks associated with extending the service at this stage, together with the steps that should be taken to mitigate these risks.

Risk	Comments	Actions to mitigate risk
Take up is low	Will show scheme not viable and won't extend after trial period	Encourage uptake as much as possible – flyer to all tenants, article in Housing Matters, press release, MSOs, other housing staff
Take up is very high	Potentially too many handy person jobs so handy men can't do the EDDC jobs as well. Also risk of tenants having to wait a while for jobs.	Encourage Tim and Dave to manage their time well – link jobs together in areas etc. Restrict amount of time spent on handy person jobs to 2.5 days per week to ensure EDDC jobs are sufficient to fund the scheme.
Take up is middling	Not enough jobs in each area leading to increased travelling	Encourage Tim and Dave to manage their time well – link jobs together in areas etc. – also link with EDDC jobs
We may be criticised - 'why didn't you do that in the first place'	Criticism for doing it part way through	Didn't know the uptake and capacity at start – first two months have shown we have capacity to extend
Increased pressure on repairs advisors	Will depend on level of uptake	Good management support. May be helped by open housing once this is live
Increased administration time	Will depend on level of uptake	Identify extra support resources if required
The contractors increase their costs for the extended service	Contractors priced on the handy person service in the two specified areas	We can argue that extending the service is not increasing the time that the service requires. The main increase would potentially be to the mileage amount but we would reduce this as much as possible by linking EDDC jobs and handy person jobs in the same area.
Trial ends without provision for handy person scheme to continue	May lead to bad publicity if scheme has been very successful	Consider how scheme can continue at end of trial – implications of the contracts etc – meeting set up with Procurement Officer to discuss. Possibly consider temporary appointment of handy man at end of trial.

5 Recommendations

5.1 The success of the service to date is noted.

5.2 The Board agrees that the trial of the service could, if it is felt appropriate by the Property and Asset Manager, be rolled out either to specific parts of the district or across the district during the course of the trial period.

Report to: **Housing Review Board**

Date of Meeting: 05 November 2015

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 16

Subject: **The Tenant's Journey – a longitudinal study proposal**

Purpose of report: The report outlines a new and improved research approach for collecting information on tenant experiences and expectations of their homes and the services we provide.

Recommendation: **The Housing Review Board is invited to support the proposal to replace the STAR survey with a longitudinal study to enable better collection of tenant satisfaction and performance data.**

Reason for recommendation: We have the opportunity to work in partnership with the University of Birmingham and Devon and Cornwall Housing on an innovative research project exploring the impact our housing has on the lives of our tenants. The longitudinal study will provide us with practical insights into the services we provide. It will also be an original and important contribution to the current policy and national research debate.

Officer: Natalie Brown, Information and Analysis Officer, ext. 1583
Nbrown@eastdevon.gov.uk

Financial implications: The financial implications are included in the report.

Legal implications: There are no legal implications contained within the report.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: • None

Link to Council Plan: Living in this outstanding place

1 Purpose

- 1.1 To provide better data about the homes and services we provide and their impact on our tenants well being.
- 1.2 Understanding customer experiences and satisfaction is pivotal to any service provider. We take pride in knowing how our tenants' rate our services and we use satisfaction and performance information to benchmark how we are doing compared to others, and to tell us about areas which need improvement. At present, we rely on a two yearly satisfaction survey (STAR) and more regular, service area specific monitoring surveys for our data.
- 1.3 Major change in policy from rent reductions to welfare reform will start to challenge housing providers and tenants in new ways. Now is the time to put in place research which can measure these changes. If not, we will not be able to properly interpret our satisfaction data and will land up making unsatisfactory inferences about the data.
- 1.4 It is also timely to start considering a different approach to how and what we ask our tenants. For too long satisfaction questions have been landlord driven with tenants being asked to rate our services but it is time to put the tenant rather than the landlord at the heart of our research. Finding out about the effects our homes and services may have on our tenants should be the research priority. This would allow us to reach a deeper understanding of tenant experience, going beyond snap shot satisfaction surveys and looking at the relationship between social housing and longer term life chances and opportunities.
- 1.5 In light of this, it is proposed that the STAR survey is replaced with a longitudinal research study to track the experiences of our social tenants whilst continuing to provide us with our core satisfaction and performance data.

2 Background

- 2.1 As a landlord we have a responsibility to ensure we provide a decent home and service for all our tenants. Over the years the role of social housing providers has changed and we now no longer just provide housing but we offer additional support services that we believe are of benefit to our tenants and communities. As our remit grows and changes it becomes increasingly important we understand what our role is and the impact our housing and our services have on our tenant's quality of life now and for the future. Recent evidence suggests housing tenure can impact on individual social, economic and psychological well being. It has explored whether housing could do more to reduce the disadvantage of those who spend time living in it, what the actual effect social housing tenure may have on its residents, how these effects might be created, when and on whom the effects might be strongest and what the implications are for all involved.
- 2.2 Traditionally, we have relied on one off pieces of research (e.g. STAR survey) to measure our tenants' experiences and satisfaction with our services. This kind of research is useful to monitor the 'standard' of our services and benchmark satisfaction levels with those of other housing providers. However, there are disadvantages and questions are being asked about whether these surveys remain fit for purpose. There is a sense of frustration amongst some providers around how experiences of particular services affect overall reported satisfaction and the fact that a landlord might be meeting all service targets but tenants are still dissatisfied with the service, and the organisation overall (HCAT, 2015). Understanding what else might be going on and what other factors might be influencing and determining tenant satisfaction is becoming an increasingly more attractive research proposition.

3 Methodology

- 3.1 A longitudinal study is an observational research method in which data is repeatedly gathered from the same subjects over a period of time. The advantage of this methodology is that it can measure the impact of policy change and can map our tenants' journey providing us with a deeper understanding of what the relationship is between tenant well being and home helping us to shape our future approach for social housing service

delivery. It can also help us to measure change and make more accurate inferences about our tenants' experiences and expectations. The practical insights would also provide original and important contribution to the current policy and research debate, and provide us with an opportunity to influence the national debate.

- 3.2 Birmingham University and Devon and Cornwall Homes (DCH) have agreed to partner us on this project. Amongst many benefits it will bring the research rigour, objectiveness and an academic robustness to the study. It will also be a great opportunity to work in partnership with a local social housing provider and academic institution.
- 3.3 Specific aspects of the project methodology are still to be discussed and agreed by all involved research parties. Suggestions include using a mixed method approach to collect quantitative and qualitative data. The qualitative research will offer more detailed insights which cannot be captured from a survey. Most of the influential work on social housing has been based on a quantitative methodology that can only yield statistical correlations and cannot begin to understand the lived experiences that underlie, and may help to explain, the quantitative data.
- 3.4 Further details on the methodology can be found in annex 1.

4 Cost

- 4.1 The research will be cost neutral since it is recommended that the replaced STAR survey budget is used to fund this research. The STAR survey budget is £10,000. DCH have agreed to contribute financially. This figure has not been agreed. However, they also have additional resources which will be of benefit to the research study. Birmingham University have agreed a day rate which breaks down costs for us enabling us to use their expertise most effectively and when needed most. Over the three years, which is the initial time period suggested, the cost will be £5,000 per year with a total of £15,000.

5 Considerations

- 5.1 Attrition is a major concern for longitudinal studies. This will be especially true if we are to include private renters in the study. However, due to the relationship we have with our tenants we hope this sample can be appropriately controlled and managed.
- 5.2 There are many benefits to partnership working. However, it would be short sighted not to at least note that it can bring additional challenges. Notably, individual interests and outcomes all need to be considered during project design. Whether everything can be included will require a strong and clear project outcome agreed at the start of the project. This should hopefully mitigate against future problems.

6 Outcomes

- 6.1 As new technologies become more widely available it becomes possible to think about other ways of doing smarter and more intelligent research which will support our needs and give us better data.
- 6.2 This longitudinal study is about improving our research for both the service and the tenant. There will be less of a need to do additional surveys within the housing service reducing survey fatigue and cost.
- 6.3 The study will continue to provide satisfaction data similar to STAR results but there will also be additional benefits. Examples of some of the outcomes are outlined below:
 - Maintain performance satisfaction data collection for benchmarking and trend analysis
 - Understand 'new' and 'old' community differences and the challenges for each
 - Start to explore tenant well being and effect on reported satisfaction with council services
 - Impact of policy change e.g. welfare reform on service expectation/experience and well being

- Use of our services
- Understand changes in satisfaction and what is causing the change
- Understanding of tenant journey and what priority services are at different points in time
- Role housing plays on life outcomes
- Involvement in an innovative piece of research
- Great partnership opportunities
- Help us to understand our role as a social housing provider
- Provide us with a better picture on who are tenants are
- Research all aspects of the service not just those mentioned in STAR e.g. allocation process

6.4 Results and outcomes of the research will be presented in an annual report to HRB.

Annex 1

The methodology is still to be agreed and confirmed by all partners. However, discussions with Birmingham University and DCH have raised the possibility of the following.

The original hope is to run the three year study tracking experiences of social tenants. In order to present any meaningful measure any unique 'effect' of social housing will need to include, potentially, private rental sector, tenants from housing associations and those from shared ownership sectors. The addition of the private rental sector still needs to be confirmed by the partners and the benefits vs. cost explored further.

Other areas of potential interest are the opportunity to compare 'old' and 'new' communities such as Cranbrook. This could help shape the discussion about new towns at a local and national level.

In partnership an agreed sample size for a survey, accounting for attrition as well as significance. The design and method (e.g. an e-survey, postal etc) is still to be determined. From this larger sample we propose a sub sample for the qualitative interviews. The survey and interviews will be repeated on an annual basis over a period of three years and will explore tenant/resident profiles through semi structured interviews and likert scales. Depending on the level of resource available the ideal would be to conduct and record face to face interviews which are then transcribed. An alternative would be phone interviews.

Birmingham University have also agreed to help us make use of secondary data at the local and national level, as well as drawing on the existing and emerging policy frameworks and an evolving political debate about the purpose of social housing. Birmingham University will set the findings in the context for EDDC and DCH.

Thoughts on sample are set out below. Again this would need further discussion and agreement with project partners and can only really be defined when project scope has been confirmed.

Example: Project comparing 'old' community and 'new' community – Exmouth and Cranbrook

	Hhld count	Sample size (+/-3%)	Sample size (+/-5%)
Exmouth	1189	563	118
Exmouth private renters	3,300	804	344
Cranbrook (phase 1)	170	147	291
Cranbrook social renters	17	17	17
Total	4676	1531	770

Surveys usually yield 30% return rate. To achieve sample of 770 approx 2500 surveys. For STAR 2,500 sent out.

There is no specific guidance on number of interviews. Approximately 20 are suggested.

Report to: **Housing Review Board**

Date of Meeting: 5 November 2015

Public Document: Yes

Exemption: None

Review date for release None.



Agenda item: 17

Subject: **Housing & Planning Bill**

Purpose of report: This report alerts the Housing Review Board to the publication of the Housing and Planning Bill, and provides reference to initial briefings on the content of the Bill.

Recommendation: **To be aware of the main contents of the Housing and Planning Bill.**

Reason for recommendation: To ensure that the Board are aware of the Housing and Planning Bill so we can start to assess the implications on the housing sector and locally in relation to the impact on council housing in East Devon.

Officer: John Golding, Strategic Lead – Housing, Health & Environment
jgolding@eastdevon.gov.uk, ext. 2767

Financial implications: There could be significant financial implications but these cannot be quantified at this stage.

Legal implications: There are no legal implications on which to comment at this time.

Equalities impact: Medium Impact

Risk: Medium Risk

The Bill covers the sale of high value housing stock and rents for high income tenants, so will impact on our income and therefore the Business Plan.

Links to background information: • .

Link to Council Plan: Living in this outstanding place.

Report in full

- 1.1 In mid October the government published the Housing and Planning Bill which sets out some of the major changes proposed in relation to social housing and planning policy. This report concentrates on the housing aspects that will be of interest to the Board.
- 1.2 The Bill has received its first reading and will undoubtedly be subject to changes as it moves towards an Act of parliament.
- 1.3 To assist our consideration of the Bill I have reproduced a Chartered Institute of Housing briefing (**annex 1**) and a more detailed Local Government Association briefing (**annex 2**), which includes commentary on some of the planning content.

Housing and Planning Bill

October 2015



The Government published the [Housing and Planning Bill](#) (with [explanatory notes](#)) on 13 October 2015. This briefing covers the sections of the Bill of interest to the LGA and local government, and sets out the LGA's views on a number of subjects, including:

- Starter Homes
- Extension of Right to Buy
- Vacant High Value Council Homes
- High Income Tenants: Mandatory Rent

Context

- The country needs an additional 230,000 homes per year to keep up with the number of new households and the Government has pledged to deliver 275,000 affordable homes by 2020. This is only achievable if councils play a full part in delivery through partnerships and by building on their own account. The private sector alone will not deliver on the scale required.
- The Government should ensure that local authorities are able to support house building by providing a local and stable planning system; devolving housing funding; allowing councils to keep money raised through their assets; freeing up public sector land; and stronger compulsory purchase powers.
- Tackling the housing deficit will require an increase in supply across all tenures. Councils are supportive of measures that increase home ownership but there is also a need to provide homes for affordable and social rent.
- Investing in affordable housing for low wage earners and those on social housing waiting lists can help reduce the £24 billion annual housing benefit bill; boost employment in the construction industry; support local economies; and reduce the £2.5 billion cost of poor quality housing to the NHS.
- Councils are committed to delivering fast and effective planning services but need to be able to resource planning departments properly. Currently, tax payers are subsidising 30 per cent of the estimated cost of processing all planning applications because nationally set planning fees do not fully cover the costs. The introduction of locally-set planning fees would ensure effective and responsive council planning services that are crucial to growth and building the homes we need.
- Centrally imposed exemptions to affordable housing and infrastructure contributions undermine councils' abilities to ensure new development benefits their communities. National exemptions should be replaced with a more flexible system that allows councils to reflect local market conditions and agree contributions with developers at an early stage so that viability concerns are addressed and lengthy negotiations avoided.

Briefing

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Part 1: New Homes in England

Chapter 1

Clauses 1-7: Starter Homes

Starter Homes are defined as new homes available for first time buyers under 40 at 20 per cent less than the market value, with an initial price cap at £450,000 in London and £250,000 outside. Councils will have a duty to promote Starter Homes, with an option for the Government to introduce regulations to determine that councils only grant planning permission if a specific Starter Home requirement is met. Regulations may vary this requirement for different areas. The Bill enables the Secretary of State to make a compliance direction if a local planning authority is judged to have failed to carry out these functions.

LGA view

- Councils are keen to support home ownership. Starter Homes are being promoted by the Government as an alternative to other housing tenures, such as shared ownership, social rent, discount market rent. Councils need the powers and flexibility to shape the supply of genuinely affordable homes to meet needs of different people in their area, in line with their local plan and the National Planning Policy Framework (NPPF).
- The delivery of 200,000 Starter Homes will put additional pressure on local infrastructure. Exempting Starter Homes from Community Infrastructure Levy and other tariff-based contributions to general infrastructure pots will reduce the amount of funding for infrastructure in some areas. Furthermore, delivery through the planning system will create significant new burdens on council planning teams, and so should be fully funded.
- It is planned that Starter Homes can be resold or let at open market value five years after the initial sale. In our view the restrictions on re-sales and letting at open market value should be in perpetuity. This model already exists through Low Cost Home Ownership schemes run by many councils.

Chapter 2

Clauses 8-11: Self-build and custom housebuilding

There will be a new duty on councils to grant planning permission for enough sites to meet the demand for custom-build and self-build in a local authority area arising from the local self-build and custom build register. It will include a clause to enable the Secretary of State to make regulations about how and when authorities can apply for an exemption from the duty.

LGA view

- The NPPF clearly sets out that councils should plan locally for a mix of housing to reflect local demand, therefore a new legislative duty on councils for self-build and custom-build delivery is unnecessary.

Part 2: Rogue landlords and letting agents

Part 2 of the Bill covers new provisions for tackling rogue landlords and letting agents.

Chapter 2

Clauses 12-21: Banning Orders

Councils will be able to apply to a first tier tribunal to issue a banning order to prevent a person from letting a property or engaging in letting agency work. A financial penalty of up to £5,000 may be issued if a banning order is breached.

LGA view

- We have highlighted the lack of effective deterrents for rogue landlords and letting agents as a serious weakness in the ability of councils to crack down on the worst operators. We welcome new sanctions to prevent rogue landlords and letting agents from operation and will be working with Government to make them clear and workable for both councils and landlords. We recommend that Government should urgently look at tougher penalties from magistrates supported by the introduction of sentencing guidelines.

Chapter 3

Clauses 22-31: Database of rogue landlords and letting agents

Government will set up and operate a 'database of rogue landlords'. This will list information from the banning orders introduced in the Bill. Local authorities will be responsible for entering information on to the database.

LGA view

- The introduction of banning orders will be more meaningful if councils can easily access information about them and use this to inform their enforcement work. The introduction of the database must be properly resourced and allow councils to focus on frontline work rather than administrative processes.

Chapter 4

Clauses 32-46: Rent repayment orders

Rent repayment orders will be extended over a broader range of offences. These require landlords to repay rent to the tenant or the local authority if the tenant is in receipt of benefits (Universal Credit). The Bill extends the range of offences to include failure to comply with an improvement notice (issued for properties in poor condition), eviction and harassment of tenants, and failure to comply with a banning order. Local authorities would be given a duty to consider using rent repayment orders when a person has been convicted of a relevant offence.

LGA view

- Extending the use of rent repayment orders could help councils tackle a wider range of offences. We would be happy to work with Government to streamline

the process for issuing rent repayment orders and encourage their use by reducing the financial risk to councils.

Part 3: Recovering abandoned premises in England

Chapter 3

Clauses 49-55

Clauses 49-55 will give private landlords new powers to reclaim a property that has been abandoned by the tenants.

LGA view

- We welcome further discussion with Government to ensure that new provisions on tenancy abandonment do not create unintended consequences or create additional pressure on council housing and homelessness services.

Part 4: Social housing in England

Part 4 of the Housing and Planning Bill sets out provisions for the extension of the Right to Buy to housing association tenants and the forced sale of vacant high value social housing owned by councils. It was announced last week that housing associations will voluntarily extend the Right to Buy to their tenants through the National Housing Federation's (NHF) offer to the Government. This chapter also contains changes to the regulation of housing associations, and rent changes for social housing tenants on higher incomes.

Chapter 1

Clauses 56-61: Implementing the Right to Buy on a voluntary basis

Implementing the Right to Buy for housing association tenants on a voluntary basis. The Bill gives the Secretary of State, the Homes and Communities Agency (HCA) and the Greater London Authority (GLA) the power to give grants to housing associations for Right to Buy discounts. The Social Housing Regulator will monitor the compliance of housing associations to the policy if requested to do so by the government.

LGA view

- We will be working with the Government to understand the details not covered by the Bill, such as around exemptions and the location and tenure of replacement homes, so that they continue to meet local need. The extension of the Right to buy should not be funded by the sale of council owned homes. We are keen to pursue alternative methods for funding the extension as this is stated Government policy, for instance by bringing forward more public sector land, including Government and Registered Social Landlord (RSL) assets.

Chapter 2

Clauses 61-72: Vacant High Value Local Authority Housing

The Bill would allow the Government to require a payment from councils with housing stock by financial year equivalent to the sale of vacant high value council homes, less any costs or deductions. High value is not defined in the Bill and this and other details will be set out in further determinations.

LGA view

- The LGA has argued that the extension of the Right to Buy should not be funded by forcing councils to sell off their homes. It is important that receipts from the sale of high value homes are reinvested into local replacement homes.
- We want to work with the Government to find an alternative method for funding the extension of the Right to Buy. Any funding of Right to Buy must support better management of local authority and RSL housing assets and building local replacements, rather than focusing on a process of taking a nationally determined payment from councils.
- It is important that the Government works with councils to understand the unintended consequences of forcing the sale of vacant council homes, in particular on council waiting lists, homelessness and housing benefit.

Chapter 4

Clauses 74-83: High income social tenants: mandatory rent

Social housing tenants with household incomes of £40,000 and above in London, and £30,000 and above in the rest of England, will be required to 'Pay to Stay,' by paying a market or near market rent for their accommodation. Data from HMRC will be provided to social landlords for the purposes of determining 'high income' tenants. Local authorities will be required to pay an additional income to the Treasury based on an estimated number, with a deduction for costs incurred.

LGA view

- Local authorities want to manage their homes to meet best the needs of communities and should be free to set differential rent levels based on local circumstances and housing markets.
- We are concerned that the Bill seeks to establish a process for taking a sum of money from councils based on a national estimate that will unlikely reflect actual local conditions. Councils, like housing associations, should be able to retain the additional income generated from these rents to build new homes. This would have far greater benefits for local communities than the money going to the Treasury.
- This is important in light of the reductions in social rents contained in the Welfare Reform and Work Bill. LGA briefings on the Welfare Reform and Work Bill are available on [our website](#).

Part 5: Housing, estate agents and rentcharges: other changes

Part 5 sets out other housing changes.

Clause 86

Under the proposals in the Bill, financial penalties can be used as an alternative to prosecution for certain offences under the Housing Act 2004.

LGA view

- This is a welcome flexibility for councils in private housing enforcement activity.

Part 6: Planning in England

Neighbourhood planning

Clauses 92-95: Neighbourhood planning

This Bill introduces a timetable by which councils must undertake key neighbourhood planning functions, and gives the Government the power to intervene in councils decisions. Councils must also notify neighbourhood forums of any planning applications in their area if requested.

LGA view

- Councils are responding positively to neighbourhood planning and have already designated more than 90 per cent of neighbourhood area applications. Imposing a statutory time limit for the determination of neighbourhood designation applications is unnecessary, which should reflect local conditions to ensure due consideration to each application. Government guidance already makes clear that councils should set out and share a decision making timetable which provides clarity for applicants.

Clause 96-100: Local Planning

These clauses give the Secretary of State additional powers to intervene in the local plan-making process.

LGA view

- Councils have made considerable progress with plan making. Getting plans in place requires significant time and effort and we look forward to working with Government on how the process could be simplified. It is crucial that plans are developed with the full involvement of local communities, and that they are not undermined by national policy changes.

Clauses 102-103: Permission in Principle and local registers of land

Clauses 102-103 gives the Government power to grant permission in principle to land that is allocated for development in a qualifying document. A development order will set out the detail of the type of document which will allocate land for a permission in principle.

Initially, the Government intends only land allocated in the Brownfield Register, Development Plan Documents and Neighbourhood Plans will be capable of obtaining permission in principle, and that it would be limited to sites suitable for minor housing development (fewer than 10 units).

Regulations will also require a local authority to compile and maintain a register of brownfield land suitable for housing.

LGA view

- It is important that that the planning system remains proportionate with local communities continuing to have a say on decisions that affect them. Planning controls exist to ensure developments are of benefit to local communities. Councils and their planning committees are central to that process, allowing local people to have an influence over the changing shape of their neighbourhoods.
- New burdens funding should be provided to fully cover the costs of councils preparing, publishing and updating the proposed register. Introduction of a sequential test for brownfield land would help councils to ensure developers prioritise brownfield sites.

Planning permission

Clause 105: Local authority planning performance

The proposed amendments allow the Secretary of State to designate a local authority for its performance in determining applications for categories of development described in regulations, which could now include a separate category of non-major development.

LGA view

- Councils recognise the importance of timely and quality planning services, however the planning performance regime is an unnecessary narrow measure which focuses on process targets rather than good quality service provision. Government should work with councils to develop a sector-led approach to improvement.

Nationally Significant Infrastructure Projects

Clause 107: Development consent for projects that include housing

This clause will provide the Secretary of State with the power to grant development consent for housing which is linked to an application for a Nationally Significant Infrastructure Project.

LGA view

- The proposal to extend the Nationally Significant Infrastructure Projects regime and to shift decision to the Planning Inspectorate will undermine local accountability and community influence in the planning system.

- The Government should work with councils to empower community decision making and to enable swift decisions at the local level, for instance by allowing councils to set planning fees locally, rather than expanding the remit of an unelected quango.

Part 7 Compulsory purchase

Clauses 111-139 introduce a series of changes to the compulsory purchase process as outlined in the [consultation](#) earlier in the year.

LGA view

- We broadly welcome the ambition to make the process for compulsory purchase clearer, faster and fairer with an overall aim of bringing more land forward for development.
- The LGA would like to see the reforms go further to include: a default position that all decisions on confirmation of a compulsory purchase order are delegated to the acquiring authority; a more fundamental consolidation and streamlining of the legislative provisions for compulsory purchase; stronger compulsory purchase powers where planning permissions have expired and development has not commenced; stronger compulsory purchase powers to tackle empty homes; and a powers for councils to direct the use of publicly owned land.



What you need to know about the Housing and Planning Bill 2015

The government has published the [Housing and Planning Bill 2015](#) setting out its proposals to increase home ownership and boost levels of house building. The Bill has received its first reading, which is the first stage of the legislative process. The contents of the Bill are therefore still potentially subject to change as it completes its passage through both the House of Commons and the House of Lords.

This briefing for CIH members summarises the main measures as currently set out in the Bill.

Headline proposals

Extension of the right to buy

- Following a deal struck between the government and the National Housing Federation, whereby housing associations will extend the right to buy to their tenants on a voluntary basis, the Bill will enable the government to make payments to associations to compensate them for the cost of the discounts on offer.
- The Bill will also allow the government to publish 'the home ownership criteria' (a set of rules for the extension right to buy) and to direct the Homes and Communities Agency to monitor associations' compliance with the criteria.

Sale of high value vacant local authority homes

- The government has previously announced a plan to require local authorities which have retained ownership of their stock to sell high value homes as they become vacant. It intends to use some of the receipts from these sales

to fund the extension of the right to buy to housing association tenants.

- The Bill will enable the government to set out a definition of 'high value' homes and will create a duty on local authorities to consider selling homes that meet this definition when they become vacant.
- The Bill will also allow the government to estimate the amount of money it would expect each individual authority to receive, in each financial year, from sales of high value homes. Authorities will then be required to pay this amount to the Treasury.
- Details of both the definition of high value homes and the mechanism by which the government will calculate the amount owed by each stock retaining authority will be published at a later date.

Starter homes

- The government has previously announced that it intends to build 200,000 starter homes exclusively for first time buyers under the age of 40, for sale at 20 per cent below normal market prices. The Bill will create a new duty on all local authority planning departments to promote the supply of starter homes in their area.
- The Bill will also allow the government to set regulations requiring starter homes to be included on residential sites as a condition of securing planning permission. These regulations will be issued at a later date.



High income social tenants: mandatory rents (pay to stay)

- The Bill will require social tenants with a higher income to pay a higher rent. Initially a 'higher income' will be defined as a household earning more than £30,000 per year, or £40,000 in London. However the government will set out details of how increased rents will be calculated at a later date.
- The Bill will require social tenants to declare their income to their landlord and will also allow social landlords to share data with HMRC in order to verify that the information they have been given is correct.
- The Bill will require local authorities to return any additional rental income generated by the policy (minus administrative costs) to the Treasury.

Other significant measures

- The Bill will increase the government's powers where a local authority does not have an up to date local plan. The government will be able to direct an individual authority to prepare or revise its local plan, to submit it to independent examination, to publish any recommendations from that examination and to consider whether they should be adopted.
- The Bill will give the government powers to grant automatic planning consent on any land allocated in a development plan document - the council's role would then be to agree any technical details. The government says that currently it would only use this power for land identified on its new brownfield registers.
- The Bill includes a package of measures to help tackle rogue landlords in the private rented sector.

This includes:

- allowing local authorities to apply for a banning order to prevent a particular landlord/letting agent from continuing to operate where they have committed certain housing offences
- creating a national database of rogue landlords/letting agents, which will be maintained by local authorities
- allowing tenants or local authorities to apply for a rent repayment order where a landlord has committed certain offences (for example continuing to operate while subject to a banning order or ignoring an improvement notice). If successful the tenant (or the authority if the tenant was receiving universal credit) may be repaid up to a maximum of 12 months' rent.
- The Bill will allow a private landlord to regain possession of a property they believe to have been abandoned without a court order. They will be able to do this by sending two notices at different times requesting a written response from the tenant. Before they can send the second notice rent arrears must have been accrued.
- The Bill will put a duty on local authorities to ensure they have enough plots of land available for self build to meet local demand.



What does CIH think?

Overall response

The government's focus on getting new homes built is very welcome. In England we are currently building fewer than half the homes we need to keep up with our growing population, and the result is a housing crisis in which millions of people are struggling to access a decent home at a price they can afford.

We know the government is committed to boosting housing supply, and we support ministers' ambition to give people the opportunity to achieve their aspiration of home ownership, but we must make sure that the new homes we build are a mix of tenures (home ownership, shared ownership, private and social rent) so that people on lower incomes are able to benefit too. The government has made its commitment to home ownership very clear – but what about people who can't afford to buy, even with government support?

Right to buy and the sale of high value council homes

Like many others, we are waiting to see the full details - full compensation for housing associations will be absolutely vital if they are going to be able to build more affordable homes for people who can't afford to buy. The government has said the policy will be funded by the sale of empty high-value council homes. If affordable housing is being sold, it is absolutely crucial that it is replaced on the same terms. Without extra funding, we fear this may not prove to be the case.

Pay to stay

We're concerned that this could prove to be quite complex and expensive for social landlords to administer, so it will be important to get the detail right through the government consultation announced last week. There is also a risk that it could make social housing too expensive for people on relatively low incomes – for example, a couple who both earn £15,000 a year would be subject to this policy outside London. The policy will need to be designed very carefully to make sure it is not discouraging people from either finding work or securing a better paid job.

Tackling rogue landlords

Too many people living in the private rented sector are forced to put up with substandard homes or being mistreated by a minority of rogue landlords, so these proposals to deal with the worst parts of the sector are very welcome. However, it will be vital to make sure that local authorities are given the resources they need to enforce the new measures.

Find out more

CIH is holding a Housing Bill Summit on 27 October. To find out more about the event, or to book your place [visit our website](#).