

**Agenda for Housing Review Board
Thursday, 22nd November, 2018, 2.30 pm**



Members of Housing Review Board

Councillors Stott (Chairman), P Sullivan (Vice-Chairman), M Berridge, J Bingham, C Drew, P Gore, C Summers, A Williams, M Armstrong, J O'Leary, H Parr and B Taylor

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Wednesday, 14 November 2018

- 1 Public speaking
Information on [public speaking](#) is available online
- 2 Minutes of the previous meeting (Pages 3 - 18)
- 3 Apologies
- 4 Declarations of interest
Guidance is available online to Councillors and co-opted members on making [declarations of interest](#)
- 5 Matters of urgency
Information on [matters of urgency](#) is available online
- 6 Confidential/exempt item(s)
To agree any items to be dealt with after the public (including the press) have been excluded. There are no items which officers recommend should be dealt with in this way.

Part A matters for decision

- 7 **Housing Review Board forward plan** (Page 19)
- 8 **Revision to tenancy agreement** (Pages 20 - 72)
- 9 **Fire safety** (Pages 73 - 78)

- 10 **Renewal of Advantage South West subscription** (Pages 79 - 84)
- 11 **Housing Revenue Account update to October 2018** (Pages 85 - 93)
- 12 **Housing research study update: Your wellbeing your home** (Pages 94 - 98)
- 13 **Home Safeguard system upgrade** (Pages 99 - 109)
- 14 **Dates of the next meetings**

To note the dates of the Housing Review Board meetings for 2019:
Thursday 24 January 2019 - 2:30pm, Council Chamber, Exmouth Town Hall.
Thursday 28 March 2019 - 2:30pm, Council Chamber, Exmouth Town Hall.

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If you are recording the meeting, you are asked to act in a reasonable manner and not disrupt the conduct of meetings for example by using intrusive lighting, flash photography or asking people to repeat statements for the benefit of the recording. You may not make an oral commentary during the meeting. The Chairman has the power to control public recording and/or reporting so it does not disrupt the meeting.

Members of the public exercising their right to speak during Public Question Time will be recorded.

[Decision making and equalities](#)

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EAST DEVON DISTRICT COUNCIL

Minutes of a Meeting of the Housing Review Board held at Exmouth Town Hall, Exmouth on 20 September 2018

Attendance list at end of document

The meeting started at 2.30pm and ended at 4.45pm.

***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 21 June 2018 were confirmed and signed as a true record. The Chairman announced that with regret tenant member Sue Saunders had resigned from the Board due to ill health. It was noted that this meant there was now another vacancy on the Board for a tenant/leaseholder representative.

***19 Declarations of Interest**

Mike Berridge: Personal interest - family member lives in a Council owned property and a housing tenant.

Peter Sullivan: Personal interest – housing tenant.

***20 Forward plan**

The Strategic Lead, Housing, Health and Environment presented the forward plan and advised Members that the forward plan acted 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 either himself or the Democratic Services Officer.

RESOLVED: that the forward plan be noted.

***21 Community Development update**

The Housing Review Board received a presentation informing them of the activities and projects that Community Development Workers had undertaken. It also promoted further work that was to be undertaken to deliver all four Council priorities. The presentation included:

- SWITCH – the youth work sessions, fun days and festivals and Easter residentials.
- Community work – supporting community groups such as The Ottery Station, Open Arms.
- Running Honiton Dragons' Den.
- Early Help involvement – supporting families identified as needing additional support under early help and safeguard criteria.
- Right Track Program.
- South West Youth Games.
- Youth tenant conference
- Littleham Hub – mapping services and using an Asset Based Community Development approach to guide our next steps in supporting the people of Littleham.
- IT support for Universal Credit.
- Sidmouth family adventure days
- Enabling community-led community development - working with strategic and community-based partners to support the health and wellbeing networks emerging in many East Devon towns, and linking them up with social prescribing initiatives.

It was noted that the events were inclusive and that no one was discriminated against. Many opportunities were for the whole community, not just housing tenants. Referrals were received from social services and the police as well as self referrals for some of the schemes. The team helped to make families 'better families'.

The Board thanked the Community Development Workers for their presentation and congratulated them on their successful work. A request was made for the presentation to be appended to the minutes of the meeting.

RESOLVED:

1. that the Housing Review Board note the work of the Community Development team,
2. that the community development presentation be appended to the minutes of the meeting.

22 Installation of defibrillators across East Devon

The Chairman agreed for this item to be brought forward on the agenda as tenant Mike Passant had attended the meeting to discuss the installation and use of defibrillators.

The Landlord Services Manager's report brought to the Board's attention an exciting opportunity to help prolong lives in East Devon by installing defibrillators in community centres across the district.

The report proposed 12 suitable locations across the district:

- Ratcliffe House, Palmer House, Morgan Court, Albion Court, Bidmead community centres in Exmouth
- Park Close community centre in Woodbury
- Churchill Court community centre in Lympstone
- Broadview community centre in Broadclyst
- Trumps Court and Lymebourne community centres in Sidmouth
- Millwey community centre in Axminster
- Dunning Court community centre in Honiton

The defibrillators would be placed on the outside of the buildings so that they were continuously accessible to the whole community. The cost for 12 such units would be approximately £14,000 - £16,000, and it was proposed that this would come from the Housing Revenue Account. Mobile support officers could make the necessary monthly checks of the equipment. It was pointed out that there was a need to replace the pads when units had been used.

RECOMMENDED: that Cabinet approve that lifesaving defibrillators be installed and maintained at Housing community centres across the district.

23 Housing Green Paper – A new deal for social housing

The Board received the Strategic Lead – Housing, Health and Environment's report which summarised the detail of the Housing Green Paper and outlined suggestions that could form the basis of EDDC's response. The Housing Green Paper had been published in mid-August as a consultation on a number of changes being considered for social housing. Consultation would run until 6 November 2018. Much of the publication focused on regulation, tenant empowerment, complaints the stigma associated with social housing, safe and decent housing and expanding the supply of social housing and supporting home ownership.

The five core themes of the Green Paper were:

- Tackling stigma and celebrating thriving communities.
- Expanding supply and supporting home ownership.
- Effective resolution of complaints.
- Empowering residents and strengthening the regulator.
- Ensuring homes are safe and decent.

Whilst it was recognised that there were some positives it was felt that the Green Paper was a missed opportunity to comprehensively address some of the big housing issues facing the country, and as such was regarded as underwhelming as a social policy document. The Strategic Lead – Housing, Health and Environment, in consultation with the Chairman of the Board and the Portfolio Holder for Sustainable Homes and Communities would produce a reasoned response to the consultation and circulate a copy of the response to members.

RECOMMENDED: that Cabinet consider the contents of the social housing Green Paper, and agree the Strategic Lead – Housing, Health and Environment’s response on the key issues being proposed for the social housing sector.

24 Consultation on the use of receipts from Right to Buy sales

The Strategic Lead – Housing, Health and Environment presented to the HRB a report summarising the detail of the Ministry of Housing, Communities and Local Government consultation on the use of receipts from Right to Buy sales. The report also presented the proposed response from EDDC’s Housing service, strongly advocating greater control over the use of Right to Buy receipts for local authorities. Consultation would close on 8 October 2018.

The message conveyed through the proposed response was that decisions over how Right to Buy receipts were used should be the responsibility of local housing authorities rather than central government, with decisions on spending approved through existing committee structures. Right to Buy receipts should be spent on replenishing council housing stock. The response also suggested that the level of discount available to purchasers should be determined locally to reflect the unique housing market and demands.

RECOMMENDED: that Cabinet approve the response to the consultation on the use of Right to Buy receipts contained in appendix 1 to the report.

***25 Award of the integrated asset management procurement contract**

The Board considered the report of the Property and Asset Manager, which updated members on progress made on the procurement of the Integrated Asset Management Contract, and sought agreement of the recommendations contained within the September 2018 Cabinet report. The report outlined the progress that had been made since June 2018 and sought approval to appoint a contractor to provide the services specified in the contract and procurement documentations, subject to a satisfactory outcome to the Leaseholder Consultation period (which was due to end on 24 September 2018).

Cabinet approval had already been sought to appoint Bidder A, who the Property and Asset Manager named as Ian Williams during the meeting, to deliver the new service subject to no negative and significant feedback from leaseholders. Statutory Standstill Letters (Alcatel) were issued to the unsuccessful bidders on the 6 September 2018. The standstill period was for ten days and so it was now possible to enter into contract with the preferred bidder,

subject to the results of the leaseholder consultation. Once the contract was awarded a mobilisation period for the new contractor would start.. The performance of the incumbent contractors would need to be managed during this period to ensure that tenants continued to receive a high quality service and seamless transition. It was important that tenants were involved in the exit strategy and mobilisation process and communication would be critical. It was noted that tenants would like to invite Ian Williams to the tenants' conference.

A draft contract had been available to bidders throughout the procurement and inevitably there would be a period of final drafting and both parties agreeing final terms and conditions. The next report to the Board would detail the mobilisation process that would be undertaken over the coming months in the run up to the start of the new contract. The procurement team in their current form would be disbanded and a new mobilisation team would be established with the various skills and expertise that would be required to ensure everyone was appropriately prepared and ready to enter into new contracting arrangements.

The Property and Asset Manager outlined some information about Ian Williams and encouraged members to look at their website for more information. It was noted that Ian Williams had expressed a desire to meet the Board at a future meeting as well as link with other tenant forums.

RESOLVED:

1. that the Board note the Cabinet decision for the approval of Bidder A (Ian Williams) to deliver and operate the services specified in the contract and tender documents. This would be subject to a satisfactory outcome of a statutory leaseholder consultation process.
2. that the Board note the Cabinet decision to give delegated authority to the Strategic Lead (Housing, Health and Environment) and the Strategic Lead (Legal, Licensing and Democratic Services) to negotiate and complete the contract.

***26 Revision to the tenancy agreement**

The Housing Needs and Strategy Manager advised the Board that in consultation with the Chairman the decision had been taken to remove the draft tenancy agreement from the agenda.

Officers had consulted widely on the agreement over the last six months to ensure that the new agreement complied with current legislation and EDDC's Housing Policies. However, to ensure that the new agreement was as legally "watertight" as possible, Andrew Lane, barrister at Cornerstone Chambers had been asked to review the document before submitting it to HRB for consideration.

Whilst this would add a delay to the planned timetable for the implementation of the new tenancy agreement, it was felt that it was prudent to take this extra time to ensure that the tenancy agreement was legally robust. Once advice had been received from Mr Lane officers would look to submit the final draft to the November meeting of the Housing Review Board, with a view to beginning statutory consultation with tenants on 13 December 2018.

RESOLVED: that for the reasons outlined during the meeting, consideration of the revised tenancy agreement be deferred to a future Housing Review Board meeting.

27 Lift replacement at Poplar Mount, Axminster

The Property and Asset Manager's report asked the Board to consider the urgent replacement of lifts to ensure tenants' homes were accessible at all times. The three current lifts at Poplar Mount, Axminster, a sheltered housing scheme, were over 50 years old. They were much smaller in size than the average lift, which was a regular complaint from tenants who lived in the three blocks of flats. The lifts were becoming increasingly difficult to keep running due to the type and age of parts and the maintenance contractors had warned that on breakdown of certain parts it would be unlikely that the appropriate replacement parts could be sourced to repair the lifts. Currently if the lifts were not available then the occupants of 6-8 flats would need to be rehoused immediately.

There were three options for the lifts outlined in the report:

1. Leave the lifts running as they were currently and wait for complete breakdown.
2. Close the lifts down now, preventing the risk of the lifts failing.
3. Replace all three lifts to fully comply with current building regulations. Replacement in the current format was not an option. The two options to replace the lifts were:
 - a) Construct new lifts within the footprint of the existing blocks. This would require re-modelling of individual flats to accommodate the new lift shafts and access to the lifts.
 - b) Construct external lift shafts at the rear of the existing block. This would impact three flats in each block.

Significant building works would be required for both options a and b, in addition to the cost of the replacement lifts. It was recommended to the Board that delegated authority be given to the Senior Technical Officer for Asset Management and Compliance to specify the most suitable option for lift replacement in accordance with an in depth feasibility study of the site, cost implications, as well as the opportunity for tenant consultation to achieve an outcome favoured by the majority of tenants.

RECOMMENDED: that Cabinet approve the urgent replacement of three lifts at Poplar Mount, Axminster, with delegated responsibility given to the Senior Technical Officer for Asset Management and Compliance to determine the most effective and suitable scheme for replacement.

28 Roof replacement, various sites

The Senior Technical Officer – Asset Management and Compliance' report proposed additional expenditure to complete roof replacement works to a number of Council properties, as outlined in the report. Over the past few years numerous problems had been experienced with the roofs, leading to increased expenditure in maintaining the roofs on a reactive basis. The original roof coverings had not been replaced and repairs had been carried out over a number of years with increasing regularity, so much so that it was considered that economically re-roofing was the best solution. The re-roofing work would be managed and carried out as a single project, overseen by one of the Programmed Works Officers.

RECOMMENDED: that Cabinet approve the request for additional funding from the HRA (£334, 492.06) for the re-roofing programme.

***29 Compliance monitoring**

The Board considered the report of the Property and Asset Manager which raised awareness of compliance matters that related to management of the Council's housing stock.

The Board were shown a brief video which demonstrated a recent piece of work that involved commissioning an external specialist to inspect the installation of fire doors within the Council's housing stock. The video would also be published as part of Fire Door Safety awareness week, 24 – 30 September. During the week awareness would be raised through staff training initiatives, social media platforms as well as tenant awareness such as an article in the next Housing Matters magazine.

RESOLVED: that the Housing Review Board note the progress that was being made with all aspects of health and safety compliance in relation to the management of Council housing stock.

30 Legionella policy

The Property and Asset Manager's report informed members of the Council's responsibilities in relation to legionella management within its housing stock.

Legionella bacteria were found naturally in water sources and could multiply in domestic water systems given the right conditions of temperature and nutrients. Inhalation or ingestion of legionella bacteria can cause a potentially fatal form of pneumonia called Legionnaires disease, as well as other less serious illnesses. As a landlord the Council had a duty of care to ensure that residents and visitors can live in their homes and use the facilities safely. This extended to ensuring that residents and visitors were safe from risks associated with legionella bacteria and other contaminants. The management of legionella came under a range of legal and guidance documents.

Legionella management was an area of compliance that the Council must ensure it was managing robustly with the support of an appropriate management policy. It was necessary to demonstrate compliance with the relevant legislation through the creation of a specific policy that sets out how it will manage and control the risks associated with legionella within the housing stock, staff offices and community buildings. The Housing Legionella Policy was presented to the Board in January 2017 and it had since been revised.

Members of the Board were asked to approve the revised policy, which would be reviewed on a three year basis or sooner if there was a change in legislation.

RECOMMENDED: that Cabinet approve the revised legionella policy.

31 House of multiple occupation purchase, Exmouth

The report of the Housing Enabling and Allocations Manager set out a proposal to purchase a suitable property to use as a house of multiple occupation (HMO).

The demand for using emergency accommodation such as bed & breakfast had increased significantly over the last few years as homelessness levels have risen immensely both nationally and regionally. Furthermore, the additional responsibilities placed upon local authorities through the Homelessness Reduction Act have also added greatly to the overall use of emergency accommodation. Local authorities now need to accommodate people from homeless situations for a significantly longer period than previously. These factors have dramatically raised the levels of expenditure that the Council spends on emergency accommodation. The actual cost of emergency accommodation was much higher than forecasted.

By securing a suitable property to use as an HMO it would save on B&B costs and was expected to generate savings for the Council. It also provided reliable and quickly accessible accommodation for those in greatest need without the disruption of moving between establishments on a regular basis, as well as saving Housing Officer time in trying to attempt to find suitable bed and breakfast establishments that had vacancies and would accept that client group. It was envisaged that an HMO would be available to single individuals, and in some cases couples who were considered to be in housing need.

Tenants would be expected to abide by the terms contained within the licence agreement, which would be adapted from the existing licence that exists for the shared house in St Andrews Road, Exmouth, taking into account the change of purpose (short term emergency accommodation to meet our obligations under homelessness legislation). It was likely that some tenants would remain in the HMO for a number of months whilst others may only stay for a few days / weeks whilst being assessed by the Housing Options Team. The overarching aim was to help the licensee's to move to more permanent accommodation.

The Board agreed that this type of accommodation would be a beneficial addition to the Council's property portfolio. It would help to reduce the need for private temporary accommodation and housing those in greatest housing need. It was important that the Housing Service ensured that adequate provision was put in place to effectively manage the HMO and support licensees when necessary. If the current property being considered was no longer available, a suitable alternative property should be sought.

The Portfolio Holder for Sustainable Homes and Communities requested greater support from social services and Devon Partnership Trust (DPT). EDDC had a duty to house people, many of which had mental health issues, and Devon County Council and DPT had a duty to continue support these people.

RECOMMENDED: that Cabinet approve:

1. that this type of accommodation would be a beneficial addition to the Council's property portfolio, in doing so helping to reduce the need to source and pay for emergency accommodation within the private sector.
2. that the Housing Service ensures that adequate provision is put in place to effectively manage the house of multiple occupation and support tenants, as necessary.
3. that a budget be agreed of up to £500,000 from the Housing Revenue Account to include funding from Right to Buy receipts.

***32 Adaptations to council properties**

The Property and Asset Manager's report updated the Housing Review Board on the increasing need and demand from tenants in relation to adaptations within Council properties. It was important to deliver a consistent approach to adaptations, as set out in the revised Landlord Disabled Adaptation Policy (approved by the Board in January 2017). Application of this policy presented problems, particularly when considering adaptations to a property that was being under-occupied.

There had been a 41% increase in requests for adaptations to properties from 2016/17 to 2017/18. The requests were a combination of minor and major adaptations. The solutions were not always straight forward and in many cases officers would carry out a number of site visits with tenants/contractors to ensure there was clarity and understanding of what was trying to be achieved.

To ensure a cost effective process, adaptations were now tendered as part of larger contracts. This significantly reduced the cost of the adaptations, but also meant that in some cases tenants had to wait longer for them to take place. The contracts were managed robustly, with regular inspections to ensure the standard of work met expectations.

The Landlord Disabled Adaptation Policy was due for review in January 2019 and HRB members would receive an updated policy for approval at that meeting. As part of consultation with tenants a satisfaction form was being created for tenants to complete once adaptations works were complete in their homes. This would provide valuable feedback.

RESOLVED: that the Housing Review Board note the progress being made in relation to ensuring the Landlord Disabled Adaptation Policy was being applied consistently and that tenants were being supported to live independently in their homes.

33 Draft of the Annual Report to Tenants 2017/18

The draft of the annual report to tenants for 2017/18 was presented to the Board. The draft was in word text format and would be graphically designed once the wording had been finalised. The Board felt that every District Councillor should receive a copy of the annual report.

RECOMMENDED:

1. that Cabinet approve the content of the annual report to tenants, subject to the information being graphically designed for reproduction in the December Housing Matters magazine.
2. that every district councillor receive a copy of the annual report to tenants 2017/18 in their pigeon holes.

***34 Rent payment cards**

The Landlord Services Manager's report explained to the Board the reasons why rent payment cards were issued to tenants in April 2018. In November 2017 Strata informed the Housing Service that they could no longer support the voucher book payment process. A decision was required quickly in order to achieve the statutory deadlines required as part of the year-end rental procedures. Consent was gained from the Strategic Lead, but there was not time to get a new system in place if approval was sought from the Board and consultation undertaken, as would be used the usual practice. The Landlord Services Manager apologised for not consulting with tenants or bringing the change to the Housing Review Board.

It was reported that no complaints had been received directly from tenants using the new rent payment cards. The cards were also cheaper and quicker to produce than the old rent payment books.

RESOLVED: that the Housing Review Board note the explanation given in respect to rent payment cards issued in April 2018, contained in the report.

***35 Housing Revenue Account update, to August 2018**

The Housing Accountant's report provided the Board with the current position to August 2018 and details of the year end forecast of the draft Housing Revenue Account (HRA) for 2018/19. The HRA showed the main areas of anticipated income and expenditure on landlord activities for the year ahead. Producing a HRA had been a statutory requirement

for Councils who manage and own their own stock for some time, and therefore a key document for the Board to influence.

The report also provided the position of the HRA capital programme for both affordable housing and other capital items outside of the HRA. It was noted that if Right to Buy sales declined this would have an impact on capital expenditure in future years.

RESOLVED: that the Board note the Housing Revenue Account update to August 2018 report.

***36 Void performance**

The report of the Property and Asset Manager and the Housing Needs and Strategy Manager highlighted the improvements required in relation to the speed of turning void properties around for re-occupation. This was a priority and the report identified plans for improvement.

Over recent years there had been a worsening of performance in void turnaround times, with the need to review this activity in order to consider service improvements. There was a continual rise in the number of void properties each year, as well as properties left in a poor condition. Often specialist cleaning contractors were commissioned in order to ensure properties were suitable for contractors to work in. This could result in larger scale works to bring properties up to the required standard for re-let.

The process for re-letting properties involved cross team communications. Core responsibilities for co-ordinating the void period was with the Allocations team. There was significant input from the Maintenance Surveyors who were responsible for contractor management with regards to the tailored property specification produced, as well as any issues that arose during refurbishment.

In line with compliance management there was more emphasis on works that needed to be undertaken as part of the property being re-let. For example, intrusive fire stopping works that the team had taken the opportunity to upgrade as part of any flats that became vacant. This had led to complex, intrusive works in some instances, but was an opportunity that had been taken to improve compliance across stock as part of fire safety works. Such works could lead to extended re-let times and in such cases the surveyors work closely with contractors to reduce the delays wherever possible.

The Property and Asset Manager and the Housing Needs and Strategy Manager were actively involved in overseeing the void review, recognising the need to ensure processes and procedures were working effectively.

Key performance indicators would be embedded from the start of the new integrated asset management contract in terms of void turnaround times. This would be underpinned by a Systems Thinking approach to reducing waste in the system and ensuring tenants were at the centre of the process. Tenant Inspectors would be empowered to continue their inspection visits in order to provide officers with reassurance that from a tenant's perspective the high standards tenants have come to expect were still being met.

RESOLVED: that the Housing Review Board note the plans being made to improve the current void turnaround times with a view to this leading to an improved performance in this area.

***37 Quarterly monitoring report – quarter 4**

The Board was presented with the Housing Service performance indicator report for quarter 1 2018/19, with details of selected indicators measuring performance across the Housing Service.

The Board noted that the number of people coming into EDDC offices for housing/homeless advice was over 1500. Many of these people were not polite, or even abusive to staff and the Portfolio Holder for Sustainable Homes and Communities stressed the need to do the best to support staff at all times.

RESOLVED: that the performance of the Housing Service be noted by the Board.

***38 Housing Review Board coach trip**

The Chairman advised that a tour of some of the Council's housing estates, community centres, garages and parking issues across the district would be arranged for the Housing Review Board, on 29 October 2018. Board members were asked to contact the PA to the Strategic Lead – Housing, Health and Environment if there were any particular areas they would like to visit.

***39 Dates of the forthcoming Housing Review Board meetings**

The Board noted the dates of the HRB meetings for the forthcoming civic year:
Thursday 22 November 2018 – 2:30pm, Council Chamber, Exmouth Town Hall
Thursday 24 January 2019 – 2:30pm, Council Chamber, Exmouth Town Hall
Thursday 28 March 2019 – 2:30pm, Council Chamber, Exmouth Town Hall

Attendance list

Present:

Cllr Pauline Stott (Chairman)
Cllr Megan Armstrong
Cllr Brenda Taylor

Co-opted tenant members:

Mike Berridge
Peter Sullivan

Co-opted independent community representatives:

Julie Bingham
Christine Drew

Officers:

Sue Bewes, Landlord Services Manager
Steve Billingsley, Programmed Works Officer
Amy Gilbert, Property and Asset Manager
Mark Gerry, Community Development Worker
John Golding, Strategic Lead - Housing, Health and Environment
Tim Laurence-Othen, Housing Projects Officer
Paul Lowe, Housing Enabling and Allocations Manager
Andrew Mitchell, Housing Needs and Strategy Manager
Denise Rendell, Housing Projects Officer

Victoria Robinson, Community Development Worker
Giles Salter, Solicitor
Alex Slattery, Senior Technical Officer – day to day repairs
Alethea Thompson, Democratic Services Officer
Rob Ward, Housing Accountant

Also present:

Cllr Jill Elson, Portfolio Holder – Sustainable Homes and Communities
Cllr Douglas Hull
Cllr Eileen Wragg
Mike Passant, tenant

Apologies:

Cllr John O’Leary
Cllr Helen Parr
Alek Williams, tenant

Chairman Date.....

Appendix A – Community Development update – minute 21 refers

Intro

Hallo we are Mark and Victoria, 2 of 5 members of the Community Development team which also includes Aaron Clark, Alex Gibson and Deirdre Ryan. We are also lucky enough to be joined by the Education Ranger, Penny Evans one day a week. Over nearly a decade the Community Development role has evolved from being purely youth based to encompassing the whole community and supporting a wide range of people and agencies, not just tenants.

We'd like to give you a snapshot of the work we have undertaken in the last year; there isn't time in 15 minutes to cover everything, so we have each picked the work we feel was most successful or has meant the most to us.

SWITCH

We still run 3 clubs during term times in Littleham in Exmouth, Millwey in Axminster and St Pauls in Honiton, which continue to be very successful. We have also expanded our activities so that we offer more wrap around contact – trips and activities in half term and the very popular Easter Experience where we take the young people away for 3 days and provide activities that will challenge them and take them out of their comfort zones. Activities have included SUP – stand up paddleboarding - high ropes and looking for bats in Beer Quarry caves. As well as the activities, camping can itself be a challenge for the young people when we take away wifi and hair straighteners.

Pictures of clubs, trips and Easter Experience.

Early Help involvement

Our work at the SWITCH clubs has rippled out into other areas.

Because of the links we build with young people and their families through the clubs, when problems arise they are confident enough to approach us with them. This can be anything from repairs to their houses and trouble with debt to drug problems, eviction notices and domestic abuse.

It has been recognised by the police, social services and Early Help that we see a different side to the young people and their families than more official workers do. This more candid relationship can help with getting a complete picture of the situation when support needs to be put into place.

In the Early Help forum Practitioners come together to discuss families and create an action plan for moving those families forward. This includes schools, EWO, police, nurses and community and voluntary sector. It is a safety net for those who don't meet the threshold for Social Services involvement. In recent years we have become a respected voice at these meetings.

On this slide our basic service sits within the Universal Services part of the flowchart but actually the knowledge and expertise we have elevates our role to Single agency response and even into multi agency response through TAFs – team around the family meetings for example.

By putting support in early problems can be prevented from escalating and prevent knock effects such as bills not being paid on time and houses and gardens falling into disrepair which has positive effects for the council.

Another project we are involved in is the LAG – Local Action Group – arranged by the Community Safety partnership and the anti social behaviour officer. This draws

local workers such as police, fire, councillors, schools, and various council officers together with the aim of reducing anti social behaviour and increasing equality. In these groups we can be a voice for young people, with our knowledge of how they feel and their needs, where sometimes that voice is not considered. Any actions taken, rather than being punitive, can be measured and appropriate. An example of this can be in response to graffiti by young people or when there are complaints about noise levels in parks.

Our presence on these groups, we feel is an important part of Priority One of the Council plan – encouraging communities to be outstanding through safeguarding and supporting health and wellbeing.

Flowchart of involvement with Early Help.

Outcomes plan

Right Track Programme

The Right Track programme is a development programme for tenants and young tenants to improve key life skills, employability success, confidence building and mental health mentoring (amongst many other elements). Each programme is designed around the individual's needs and preferred outcomes.

Tenants are able to self-refer or be referred by other working professionals who are supporting them. An initial consultation and visit is carried out where plans are put in place to ensure that the programme is suited to their desired outcomes and style of working. A range of topics are covered and then further plans put in place to make next steps and progress.

A tenant in Axminster was supported for 12 weeks on the programme in 2017 and is now running her own self-employed community handy lady service.

Young people have been the predominant audience over the past 12 months, supporting local colleges and school with our young tenants and their struggles in education. Some of the young people supported through the RTP are involved in SWITCH groups in Honiton and Exmouth so we are able to support our young tenants at both school and in their free time at club. The RTP has worked with 9 individuals over the past 12 months from Honiton, Exmouth and Sidmouth and all have thrived from the programme put in place for them, all different to fulfil their needs.

One of the young people had been part of a managed move and was getting continuous suspensions/exclusions prior to working with him but through the power of baking, confidence building and behavioural management, he was removed from manage move and improved significantly during the remainder of his school term.

Youth Tenant conference

Each year East Devon holds a tenant conference. When I started working for the council Community Development were bought in to keep the children of any tenants entertained while the main conference happened but we aspired for more, a conference where young tenants could have their voices heard alongside the attendees of the main event. We have been gaining opinions from young people at the Takeover Day in November each year, when groups of year 6's come into the council to learn more about the officers' roles, and in the last 3 years we have expanded this by inviting young tenants to spend a day discussing topics such as the environment and what community means to them.

This year, for the first time, the two conferences came together in the afternoon and shared their discussions on social isolation. We think it is really important for young people's voices to be heard and considered by funders and policy makers. This is part of Priorities 1 and 4 – bringing communities together to solve problems and striving to improve as a council.

South West Rotary Youth Games

For the last 4 years we have taken part in the Youth Games in its various forms. Basically it is a one day Olympic style event in which at least 20 sports take place ranging from Badminton to Triathlon and Indoor Athletics to Girls Rugby 7's or Gymnastics to Ability Sports plus a lot more. The idea being that each district puts in a team to cover as many sports as possible and that those taking part are young people who don't already regularly take part in sport but after the event can go on and join clubs and take part in a new passion. We've never had a big team but each year we have managed to do well in some events. The last two years has seen the Street sports event take place on a separate day in Mount Hawke Skate Park down in Cornwall but under the SWRYG banner. This year for the first time Netball was run as a separate event. The Main event was held in Dawlish back in July. Our girl's Rugby and the boy's hockey team did exceptionally well as did our Scooter team in Mount Hawke and the netball and High 5 netball in Paignton. As a team we came 5th overall.

Fundays and festivals

Some other work we engage in from our early days and which continues to be very popular are our Community Festivals and Fundays. We have 4 festivals – Littleham, Millwey, Honiton and Sidmouth and more recently National Playday in Seaton. All continue to grow and bring families out to enjoy themselves.

The fundays take us out to rural districts in the summer holidays to meet people who might not usually benefit from our work and provide activities for families who might not be able to access those in towns. It is wonderful to see families playing together – sometimes 3 generations, and amazing the skills people say they haven't used since they were a child.

We are supported in this by Penny, the Education ranger and the Thelma Hulbert Gallery who have access to families who wouldn't normally make it to the gallery or Seaton Wetlands for example.

Pics of families and children having fun.

Sidmouth Family Adventure Days

From our work with Early Help, supported local families and key workers in the community came the idea of Sidmouth Family Adventure Days.

We work closely with the local school liaison officer, Tracey Tipton to offer outdoor, interaction opportunities to families to improve family dynamics, break down parent-to-child difficulties and issues, boost morale and bring all age groups together to work cohesively in a day of outdoor learning and enjoyment.

Working with toddlers through to grandparents – the adventure and survival themed days have involved woodlands, beaches, rivers and wetlands. We have up to 9 families involved in the provision and hope to see this continue to grow over the coming year with 4-5 events being held each year in holiday time.

(see images attached)

Honiton Dragons' Den –

The Dragon's Den has been going for 4 Years, growing out of a piece of work done to assess the needs of the community in Honiton – Honiton Together. Groups bid for funding to a panel of experts and a variety of community groups have been successful including a Kickboxing boxing which continues to subsidise subscriptions from tenants to encourage them to take part when finances might not otherwise allow it.

In the past year one group has evolved with funding from Dragon's Den. Open Arms East Devon is a peer support group for people with mental health problems. It is coordinated by one of our tenants Garry Wakeham, and meets twice a week at Dunning Court, in Honiton. The group encourages provides a safe place as well as organised activities to improve wellbeing and reduce isolation. Our team have supported the group from the beginning and it is now established enough for us to take a step back and just offer advice when needed. A gap was identified in mental health provision in Honiton and Open Arms has gone a long way to filling it. They have since gained funding from others sources to continue their good work and Garry was awarded 'Tenant of the year' at this year's tenant conference for his efforts with the group.

The Littleham Project

After the success of Honiton Together we have taken the model to Axminster and more recently Littleham but with the idea growing and changing each time to suit the needs of each community.

The Littleham Project is running at the moment and aims to build the skills of the community so that they can lead and shape the future of the area. Through events that are run at the community centre we hope to stimulate enthusiasm among residents for proposing and running community projects and support the creation of a robust, self-sustaining community with strong links to Town, District and County Councils and the services they offer.

Three things which have happened already are

Scoop the Poop

Dog poo is constant topic of conversation whenever we go to meetings in East Devon, and Littleham is no different! Environmental Health Officer, Kaz Arnett, delivered a school presentation alongside Eddy the Dog, giving the young people inspiration to design posters encouraging people to look after their pets and respect their local environment.

We then ran a competition for young people to design a poster which could be used around Littleham at dog fouling hotspots.

3 young people from Littleham Primary School then worked with the council's design team at Strata, where they designed new signage which has been put in place in Littleham on the Crescent and John Hudson Way. It has been found in other areas that signs designed by local children have more impact than tradition council signs so we wait to see if these will work.

Pop-Up Services –

We are inviting other agencies to come and use the space at Clayton House in order to engage the harder-to-reach members of the community. It is recognised the tenants can be reluctant to leave estates to take part in activities elsewhere which is why we run many of our events on the estates.

In June we ran a Health and Functional Fitness MOT day in association with Age UK Devon. Attendees measured their Functional Fitness with a series of exercises developed by Glasgow University and received some basic medical tests from a

community nurse. They also had the opportunity to receive advice on healthy living with representatives from LED, Age UK Devon and Drink Wise Age Well. There are plans to invite more practitioners to the community centre over the next year.

Clayton House Refurbishment –

The community is being consulted in Littleham to find out how Clayton House can best meet their needs. We have carried out a doorstep consultation, and are currently collecting responses with a Survey Monkey survey – you can see the link on the slide.:

<https://www.surveymonkey.co.uk/r/PRY87GJ>

Several areas of improvement have been identified and we will be working with Repairs to carry out the work.

Conclusion

We hope this gives you a good idea of what we have been up to and the variety of work we undertake.

We referred to how some of our work fits in with the Council's plan, for example Early Help in Priority One – Encouraging Communities to be Outstanding.

If you refer to the plan you will see that most of our work comes under this priority but helping people find work, Right Track and supporting people set up their own projects comes into Priority Two – Developing an Outstanding local economy; taking young people and families out to Seaton Wetlands and our other open spaces comes into Priority Three – Delivering and promoting our outstanding environment; our everyday work in which we talk to young people and their families face to face and through surveys we run relates to Priority Four – Continuously improving to be an outstanding council. So though it may seem that our role should be Encouraging Communities we actually fall into all the priorities.

As we said there wasn't time to cover everything - here are some of the things we didn't have time to touch on –

If you want to know more please do get in touch with us and we will be happy to talk to you about our work.

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
Revised Tenancy Agreement	November 2019	Housing Needs and Strategy Manager
Fire safety	November 2019	Senior Technical Officer
Longitudinal Study	November 2019	Information & Analysis Officer
Advantage South West subscription	November 2019	
Housing Revenue Account position statement	November 2019	Accountancy Manager
Modular building potential	January 2019	
Quarterly performance reports and regular reports		
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 New Tenants Survey	Quarterly report	Strategic Lead – Housing, Health and Environment
Forward Plan	Every meeting	Strategic Lead – Housing, Health and Environment
Formal Complaints	Annual report	Landlord Services 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.

Agenda Item 8

Report to: **Housing Review Board**

Date of Meeting: 22 November 2018

Public Document: Yes

Exemption: None

Review date for release: None



Agenda item: **8**

Subject: **Revision to Tenancy agreement**

Purpose of report: This report updates members on progress made in the development of a revised tenancy agreement. The report contains the final draft of the revised tenancy agreement, along with an explanation of the changes made and seeks approval of the revised tenancy agreement. With this approval, we plan to enter a six week statutory consultation with tenants from 12 December 2018.

The report also recommends that the Strategic Lead for Housing, Health and Environment, and the Portfolio Holder be given the authority to make any minor amendments to the tenancy agreement following the Statutory consultation.

Recommendation:

- 1. That members approve the revised tenancy agreement, and**
- 2. That members note the next steps detailed in Section 2 of this report, and**
- 3. That delegated authority be given to the Portfolio Holder for Homes & Sustainable Communities and the Strategic Lead Housing, Health & Environment to make minor amendments to the Tenancy Agreement following the consultation process.**

Reason for recommendation: The tenancy agreement requires updating to reflect changes in policy and legislation.

Officer: Andrew Mitchell – Housing Needs and Strategy Manager
amitchell@eastdevon.gov.uk

Financial implications: The financial implications of the revised tenancy agreement are laid out in the explanatory note.

Legal implications: The draft tenancy agreement reflects the most recent legislative changes. It has been reviewed by Andrew Lane, barrister at Cornerstone Chambers. The process of adopting the new tenancy agreement is set out within ss 102-103 of the Housing Act 1985, the procedure for which is set out in the report.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

- <http://eastdevon.gov.uk/media/2197069/combined-hrb-agenda-070917.pdf>

Link to Council Plan: Encouraging communities to be outstanding

Report in full

1. Background

- 1.1 In September 2017, a project group was set up to revise our tenancy agreement to ensure that it reflected changes in policy and legislation implemented since the previous revision of the agreement in 2015.
- 1.2 The project group consists of Housing Service managers, housing team members and legal representation. There was additional consultation with Mobile Support Officers.
- 1.3 Tenants were also updated on progress through the TIF, and we have received suggested amendments through the Tenant Readers Panel.
- 1.4 Running concurrently with the tenancy agreement revision, housing teams have been reviewing and updating their housing policies, making sure that the revised tenancy agreement will be consistent with them.
- 1.5 The process of updating housing policies took longer than anticipated, leading to a delay in the production of the final draft of the revised tenancy agreement. However, this was agreed to be a necessary step to ensure the robustness of the tenancy agreement.
- 1.6 Following the updating of policies project group members were given a last chance to suggest amendments to the tenancy agreement, leading to the production of the 13th and final draft agreement. This is attached as **Annex 1** to this report for your information and approval.

2. Next steps

- 2.1 As detailed in 1.5 above, work was put on hold for a period to allow time for housing policies to be updated. Our new timeframe is detailed below.
- 2.2 A preliminary notice letter will be sent to all tenants, along with a document detailing the changes that have been made to the tenancy agreement. This document is attached as **Annex 2** to this report.
- 2.3 The Statutory Consultation will run for six weeks from 12 December 2018 until 31 January 2019.
- 2.4 Any further amendments arising from the consultation period will be incorporated into the tenancy agreement before the final agreement is presented to HRB on 28 March 2019 for approval. This will then go through to Cabinet and Full Council for ratification.
- 2.5 The formal Notice of Variation and Tenancy agreement will then be sent to all tenants on 25 April 2019.
- 2.6 The new tenancy agreement would then come into effect from 10 June 2019, six weeks after the Notice of Variation is issued.

3. Recommendations

- 3.1 That members approve the final draft of the tenancy agreement contained within Annex 1 of this report.
- 3.2 That members note the next steps and revised timescale.

13th draft – 18th October 2018

Your tenancy agreement

Effective from

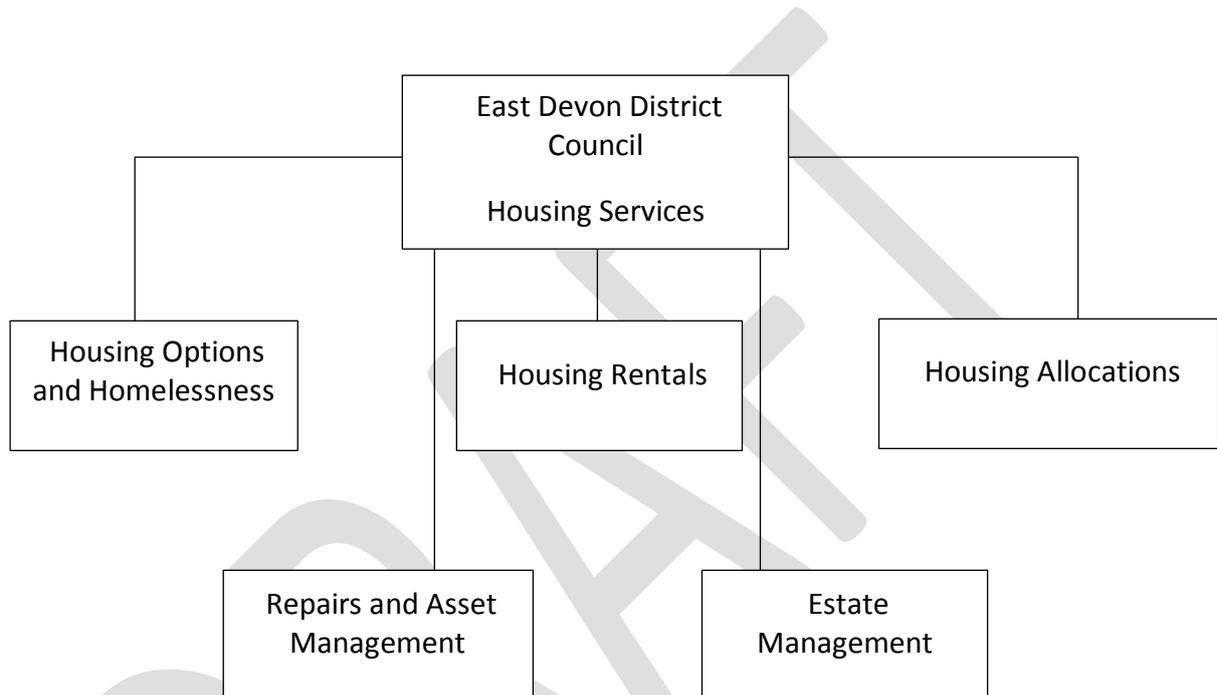
Contents

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

1 Introduction

Please read this agreement carefully before accepting the tenancy. This is a tenancy agreement and the Council is the landlord and “you” is/are the tenant(s). The tenancy agreement sets out the rights and responsibilities you have as a tenant and we have as your landlord.

This agreement covers the services provided by East Devon District Council as the Housing Authority as set out in the table below:



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 Allocations team, Estates Management team or reading the Tenancy Handbook which is full of helpful advice on the conduct of your tenancy. You can get independent advice from the Citizens Advice or a solicitor.

This tenancy agreement is used for:

- Introductory tenancies
- Secure tenancies
 - Flexible (fixed term)
 - Periodic (weekly)

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 complying with all the conditions set out in this agreement. Even if one tenant leaves the property, the onus remains on all the tenants to keep to these conditions, including the ones requiring payment of rent and other charges.

Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living in 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
Housing Services
Blackdown House
Border Road
Heathpark Industrial Estate
Honiton
EX14 1EJ

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 periodic 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, this includes where the household circumstances may change and you under occupy the property. We have the discretion to extend the introductory tenancy for a further 6 months. We will serve a notice of extension on you if we propose to do so at least 8 weeks prior to the introductory tenancy becoming secure. You have the right to seek a review of any decision we take to extend the introductory tenancy.

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

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, but as an introductory tenant you do not have the right to:

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

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

A flexible tenancy under Section 154 of the Localism Act 2011 is for a fixed term. The length of this fixed term is 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 order agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

If you part with possession of your property or cease to occupy it without our permission then we will serve a break notice on you which ends the tenancy.

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 order agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

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 or a person acting on your instigation has 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
- 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.
- There is any other reason under the Housing Act 1985, Housing Act 1996 or any future law which allows us to get involved, for example anti-social behaviour linked to your property.
- We need access to your home to inspect or carry out repairs, servicing, or other work to your property or an adjoining property.
- We intend to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you a suitable alternative property for the duration of the repairs.
- The fixed term of the tenancy comes to an end. See clauses 7.2.3 and 7.3.1.

3.2 For introductory tenancies only

We can repossess the property by giving you a written notice of seeking possession. This will specify the 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.

The tenancy can only be ended if:

- We prove one of the grounds of possession provided for at Schedule 2 to the Housing Act 1985 (as amended), and
- The court considers our actions reasonable and gives a possession order.
- You are evicted from the property because of the possession order or you have breached the terms of any suspension or postponement.
- You have lost your security of tenure because you have sub-let the property without our permission, you have parted with possession of the whole property, or the property is not your only or principal home.

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

You must act in a responsible manner at all times and 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
- you leave the home in poor condition and have not paid for repair or replacement of damaged items.

4.2 Pay your rent and other charges

4.2.1 You must pay your rent

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

Rent payments can also be made fortnightly, monthly or four weekly by prior arrangement with us. Please contact the Housing Rental team. Please note that when paying rent, all payments must be paid in advance or four weekly if we agree to such an arrangement, agreement for which must be sought in advance.

4.2.2 Service charges

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 tenancy declaration. For example, if your property is classed as supported 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 Court proceedings for rent arrears

If you do not make all your payments on time, or fall into arrears, we can apply to the County Court for a possession order to gain possession of your home. You may be evicted or the court may make a suspended possession order on terms which you must strictly comply with or we can seek your eviction by the issues of a bailiff'.

If you are an introductory tenant we must follow the mandatory introductory tenancy procedure before we commence court proceedings as required by s128 Housing Act 1996.

4.2.4 Apportioning outstanding debts first

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 resolved 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.

4.2.5 Joint tenants jointly and individually responsible for rent arrears

If you are a joint tenant you are jointly and individually responsible for all of the rent, charges and any arrears. This means that we can ask any individual joint tenant to pay the full amount due and recover any arrears or unpaid sums owed for your property. We will not split the charges between you.

4.2.6 Deductions of outstanding charges from accounts in credit

If your rent account goes into credit we may deduct any other debt owed by you to the Council from any money that we owe you. This could include recharges, council tax or sundry debts. We will check if you owe any money before refunding any credit. This is to ensure that you do not have any debts with the Council.

4.2.7 Annual variation of rent charges

We may vary the weekly gross rent, and any other charges, but before doing so we 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 normally the first Monday in 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.

See clause 7.1.9 in the case of flexible tenancies

4.2.8 Claiming Benefits

If you claim housing benefit, universal credit or council tax support 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.

4.2.9 Paying household bills

You are responsible for paying all household bills, for example council tax, water charges, sewage, electric, gas and any other outgoings whether metered or billed.

When you move you must notify all utility companies of the date you are moving and provide them with a meter reading and your forwarding address. By signing this agreement you agree to us forwarding your new contact details to the relevant utility company if requested.

4.2.10 You will be recharged for minor breaches leading to costs to the Council

By signing this tenancy agreement you agree to pay any reasonable recharge we make to you as a result of an action you have either done or failed to do. This can include but is not limited to costs which have arisen due to:

- you not allowing reasonable access to one of our contractors to carry out checks listed under 4.10.1
- damage arising from having to access your property in an emergency where you have not provided us with details of a key safe code or key holder (see 4.4.9)
- the repair or replacement of alarm equipment which you have removed or damaged (includes any telecare devices, smoke, heat or carbon monoxide detectors)
- 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.
- you having allowed the property to become excessively dirty or infested with vermin
- costs arising from clearing blocked toilets and drains caused by inappropriate use and disposal of items

4.3 Conduct of you, your household and visitors and antisocial behaviour

4.3.1 You are responsible for the behaviour for you and your household

You 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 you, your relatives, your children or visitors behave antisocially.

4.3.2 Unacceptable behaviour and/or conduct whilst our tenant

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 a 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 in the local area.
- 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, gender assignment, religion or belief, pregnancy and maternity or disability in the local area.
- 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, 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
- only use the property as a private dwelling house (unless we have given you permission to run a business from the property see Section 4.4.5)
- not use your home for any improper, illegal, immoral or antisocial purpose
- not commit an offence in the property or local area which could lead to a conviction for violence, sexual violence, physical or verbal assault, harassment, intimidation or abuse.
- not part with possession of part of your home or sub-let your home without our written permission (see also Section 5.3). Introductory tenants cannot sub-let their property.

4.4.2 Household members

- You must tell us at sign up the names of everyone (adults and children) who will be living in the property with you.
- You must inform our housing needs team of all changes to this during the course of the tenancy, for example if someone dies or moves out of the home, if someone moves in to live with you on a permanent basis, or if you have further children.
- You must not allow the property to become overcrowded.

4.4.3 Possession

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/or any form of abuse, harassment or intimidation
- c. storing stolen property
- d. prostitution
- e. any criminal activity in the property or local area.

4.4.4 Leaving the property unoccupied

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. You should also provide us with details of a key holder who can access the property if required in an emergency. If we do not have these details and have to access the property we will recharge you any costs incurred.

4.4.5 Running a business

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 reasonable notice. You may need planning permission for some businesses.

4.4.6 Adaptations

We have offered you a property suitable for your needs and by signing this agreement you accept the property with any adaptations it may already have. We will not remove, or allow you to remove, any adaptations already installed in the property such as level access shower or stair lift.

We will not usually make any adaptations to general purpose accommodation. If your needs change and you require specific adaptations we will help you move to other suitable accommodation where this is available. Further details are given in our Adaptations Policy which is available on request.

4.4.7 Loft space

The loft space does not form part of your tenancy. You must not use or enter any loft space(s) without our written consent. If you do enter without our consent we will accept no liability for any injury or damage to you or your property which may occur. If you enter or use the loft space without our permission and cause any damage, including damage to electrical cables, water pipes, insulation, ceilings, firebreaks, or solar PV panel systems you will be liable for the cost of repairs or replacement.

4.4.8 Storage of mobility scooters

We do not allow such vehicles to be left in any communal area, hallway, walkway or stairwell and you cannot take a mobility scooter into any of our lifts. If your mobility scooter is the cause of a fire or leads to the injury of another person we may seek possession of your property.

4.4.9 For tenants living in supported housing

- a. You must pay all the relevant support service charges
- b. You must allow access to our mobile support officers to visit you each year and complete the tenant assessment process form
- c. You must not remove, disconnect or interfere with the alarm 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.
- d. You must allow access to our staff or contractors for the servicing of the alarm equipment provided in your property
- e. You must make sure that there is a key to your property placed in the key safe provided and that Home Safeguard are told of the key safe code. If you fail to do this and we have to break into the property in an emergency we will recharge you for any costs that are incurred in doing this and in repairing the property

4.5 Condition of your home and garden

4.5.1 Hoarding

You must keep the inside and outside of your home, garage and any outbuildings, including the internal decoration, in a neat and tidy condition. It must be kept free from the excessive build up of belongings or refuse that could cause a health and safety or fire risk to you or anyone else visiting the property.

You will be charged (at our discretion) the cost of cleaning your home (including removal and disposal of items) if you allow it to become dirty or infested with vermin.

4.5.2 Chimneys

You must ensure that chimneys and flues are kept free from obstruction and you must notify us immediately if they have become blocked. We will arrange for our contractors to carry out an annual sweep (more frequent if required) of all used chimneys and we expect you to allow access for these to take place. You must only use fuel suitable for the particular appliance or open fire. Failure to do so may cause damage or inefficient running of the appliance, which could lead to safety issues. You should not burn any plastics, food, animal waste, recyclable material or painted or treated timber.

4.5.3 Gardens

You must make sure that any 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, footpaths 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.

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

4.5.4 Dangerous materials and fire arms

You must not keep any dangerous, offensive, harmful or flammable materials (such as petrol, gas canisters or certain chemicals) in or around the property, except those that can reasonably be put to domestic use.

You must not put up or use any material that may cause damage or injury on or at the property; these include but are not limited to barbed wire, broken glass or asbestos. This list is not exhaustive and each item or material is viewed separately in each case.

You must not keep firearms or weapons on the premises without our written permission. If we give such permission all firearms or weapons must be properly stored in a locked cabinet which complies with all current legislation and legal requirements. We will not grant retrospective

permission and if you have any firearms or weapons on the premises without our permission these must be removed immediately.

4.5.5 CCTV

You must not use or install any form of CCTV or other surveillance equipment at the premises without our permission. Any such equipment for which permission has been given must not film or record outside the boundary of the property.

4.6 Repairs

4.6.1 Informing us of defects and repairs

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 Internal condition and decoration

You are responsible for keeping the inside of the property in a good condition and for 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 Repairs that compromise security, safety, etc

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 for the cost of doing this or apply to the Court to compel you to do so.

4.6.4 Fixtures and fittings following mutual exchange

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 (see also Section 5.5)

4.6.5 Decant to temporary accommodation

Where we have to carry out significant repairs to your property or to an adjoining property (either in an emergency or for planned works) we may require you to temporarily move to alternative accommodation. We will work closely with you to facilitate this move.

4.7 Refuse disposal and recycling

4.7.1 Household refuse and recycling

You are 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 obstruct 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. You are responsible for making sure that items which can be recycled are separated from your dustbin rubbish and placed in the appropriate recycling containers.

4.7.2 Disposal of bulky household items

You must dispose safely of your unwanted bulky household items, for example white goods and furniture. The Council runs a service for the collection and disposal of large unwanted items, for which there is a charge. If you use this service you must place the items outside your dwelling for no longer than seven days. However you must not place any items in any communal areas.

4.8 Keeping pets

4.8.1 Keeping pets

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 will 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.

4.8.2 Keeping and control of pets

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. 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. not wedge or prop open any communal or fire door to allow pets to enter or exit
- h. make sure that all of your dogs are micro-chipped.

4.8.3 Your responsibilities when keeping a pet

We will ask you to remove an animal if we believe that it is causing a nuisance or 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 Recharge for cleaning up after a pet

We will charge you the costs of cleaning up after a pet, or repairing damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.

4.8.5 Burial of animals

You cannot bury a deceased pet or animal in your garden or on any communal land.

4.9 Parking your car or other vehicles

4.9.1 Parking of vehicles

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, insured, has a valid SORN or is not roadworthy on the property or on any council housing land.

You may only access your property by way of proper roadways and not by driving your vehicles over any other communal areas.

4.9.2 Written permission to park boats, caravans and trailers etc

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 Repairs to vehicles

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, nuisance or annoyance. You are 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 Allowing access to your home to contractors etc

You must allow our employees, contractors or representatives reasonable access to your home for the purpose of:

- inspecting its condition
- doing repairs or improvements to the property or an adjoining property
- carrying out tenancy reviews
- dealing with any health and safety issue which may include but is not limited to
 - the annual safety inspection and servicing of the Council's gas appliances and solid fuel appliances
 - annual servicing of alarms and telecare devices (if fitted)
 - servicing of stair lifts
 - Legionella testing and asbestos checks
 - testing and maintenance of electrical, smoke and carbon monoxide alarms
 - fire risk assessments

We will give you 24 hours' notice if we require such access.

4.10.2 Emergency Access

In an emergency we may have no alternative but to enter your home without notice by any necessary means, including the use of reasonable force. You may have to pay any charges incurred in repairing any damage so caused. We may ask the court to confirm our right to do this by making a court order. You will be responsible for our associated costs, including court costs (see 4.2.10).

4.10.3 Gas Safety (Installation and Use) Regulations 1998

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. Any damage this causes will be re-charged to you (see 4.2.10).

4.11 Communal areas

4.11.1 Keeping communal areas clean

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 Your responsibilities where there is a communal area

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, white goods, large bulky items for disposal, mobility scooters or other aids, 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 vape, or allow your relatives or visitors to smoke or vape, 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
- drive over any communal or grass areas
- use any communal parking areas in an unreasonable or irresponsible way such as for the storing of untaxed or un-roadworthy vehicles or household items
- prop open any communal or fire doors
- trail extension leads or any other wires or cables from your property through any communal area.

4.12 Insurance

4.12.1 Buildings Insurance

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 Household Contents Insurance

We do not insure any of the contents of your home. 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. If an incident does occur to your property, however caused, we will not be liable for any damage to your belongings caused by any action taken to tackle the incident, or during the removal or storage of your goods as a result of the incident.

5 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 Sections 87 and s 113 of the Housing Act 1985 and Section 160 of the Localism Act 2011 and any future legislative changes which affect your rights to succeed.

5.1.1 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). This is the first and only succession of a tenancy. This is known as the Doctrine of Survivorship.

5.1.2 Tenancies granted prior to 1st April 2012

If you became a tenant **before 1st April 2012** 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.

5.1.3 Tenancies granted after 1st April 2012

If you became a tenant **after 1st April 2012**, 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.

5.1.4 Under occupation after succession

If the property is not suitable for the needs of your relative (for example the property becomes under occupied) we can request them to move to a more suitable property. The court may order under Ground 15A the 6-12 month period for succession for when the landlord became aware of the previous tenant's death.

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 a 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 which we will not refuse unreasonably, but you must not sublet or part with possession of the whole property as this ends your security of tenure and is a breach of the 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 Right to request a transfer

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 Allocations team for more information.

5.4.2 Conditions where a request will be refused

We will not 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 Right to exchange your home

You may be allowed to swap your home with another Council or housing association tenant (called an 'assignment by way of exchange' or 'mutual exchange'). You will need to register with Homeswapper at www.homeswapper.co.uk and seek a suitable property to exchange with. Please contact our Housing Allocations team for more information.

5.5.2 Exchange by written agreement

You must get our written agreement before entering into an exchange, and the other tenant(s) must also obtain their landlord's written agreement to swap with you.

5.5.3 Reasons to refuse an exchange

We can refuse permission only in certain circumstances, which are set out in Schedule 3 of the Housing Act 1985. For example we can refuse permission if:

- One of the homes would be overcrowded
- One of the homes would be too large for the new tenants
- There is legal action being taken to get possession of the home of any of the tenants involved
- The exchange would mean that you would be taking on a shorter period of tenure. You need to check the details of the person(s) with whom you are exchanging very carefully. You may also need to take your own independent legal advice.
- The exchange would mean that an adapted home or home specifically built for elderly or disabled people would have no one living there who needs such accommodation.
- One of the people wishing to exchange is in rent arrears

5.5.4 Exchange permission subject to any breaches of tenancy

If we give you permission to swap your tenancy, then that permission may be subject to conditions such as that any breach of tenancy must be remedied before you leave (for example replacing any damaged items, or paying off rent arrears).

5.5.5 Exchanges in supported housing

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

5.5.6

You take on any home you swap to in its current condition (subject to any work we identify as part of our safety checks) and you will take on responsibility for any breaches of the tenancy agreement which occurred before the date of assignment to you.

5.5.7 We undertake gas and electrical safety checks on exchange property

We undertake gas and electrical safety checks for each exchange and we will re-charge you for the costs of these checks.

5.5.8 You take on the existing tenancy

If you are on a flexible tenancy and exchange your home with a tenant on a secure tenancy the existing term of your flexible tenancy will continue. You will not be given a new flexible or secure tenancy.

5.5.9 Remainder of the flexible term

If you are on a flexible tenancy and exchange your home with a tenant on a flexible tenancy you take on the remainder of the term under their existing flexible tenancy, which may be shorter than your original flexible tenancy term. We strongly recommend that you seek your own legal advice before exchanging.

5.5.10 Security of tenure and Deed of Assignment

Post 1 April 2012 secure and assured tenants lose their security of tenure if exchanging with a flexible or fixed term assured shorthold tenant and exchange continues by way of a deed of assignment.

5.5.11 Exchange without written consent

If you do exchange without our written consent we will take legal action to recover possession of your home. You will not be able to return to your original home and you will not be offered alternative housing.

5.5.12 You must provide full disclosure of your existing tenancy

You have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed assignee.

5.5.13 You cannot offer financial inducement

You must not offer any financial inducement to another tenant to secure their agreement to or involvement in an assignment.

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 (but in some circumstances we will consider giving permission for limited improvements where necessary)

5.6.1 The Right to make improvements

If you wish to carry out alterations or improvements 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.

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 use textured coating to the internal walls of the property or fix polystyrene tiles to ceilings.

5.6.2 Pre-improvement property check

Before carrying out any improvements you must check with us to see if there is asbestos at your property. Where asbestos is identified and will be affected by your improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before works are carried out. You must supply us with a certificate from the asbestos removal service before starting any work. All costs associated with this will be your responsibility.

5.6.3 Improvements to become fixtures and fittings

Any alterations or improvements will normally become our property when the tenancy is ended. Alternatively at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added and make good 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.

5.6.4 You are responsible for repairs to any improvements or changes

You are responsible for repairs to any improvements or 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)

5.7.1 Right to compensation for improvements made with our consent

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 improvements.

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

5.8.1 Right to have urgent repairs completed within time

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.

5.9 Right to buy your home (Secure and flexible tenancies only)

5.9.1 The Right to Buy your property

You have the right to buy your home if you fulfil all the legal requirements.

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

5.10 Right to information

5.10.1

You have the right to see:

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

You should make a formal request in writing to see any information we have.

6 OUR RESPONSIBILITIES

6.1 Doing repairs

6.1.1 Keeping your home in good repair

We will keep in 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 periodically 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 Repairs arising from deliberate, malicious, accidental damage etc

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. We will recharge you for putting them right or seek a court order to enforce you to put them right.

6.2 Right to be consulted and involved in decisions

6.2.1 A right to be consulted and involved in decisions that affect you

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

With the exception of any changes in rent or service charges, or as a result of government legislation, we rarely have to make any changes to the tenancy agreement.

6.3.1 Consultation on changes to the tenancy agreement-periodic tenancies (ss 102-103 Housing Act 1985)

Before making any significant amendments or changes 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.

6.3.2 By agreement (fixed term) tenancies (s102 (1) (a))

Any changes to the terms and conditions of a fixed term tenancy with the exception of changes to rent and service charges can only be made by agreement between the landlord and the tenant.

6.4 Service of legal documents

6.4.1 Service of legal notices or documents

All letters and notices (including notices in legal proceedings) sent by us to you will be properly served if they are

- handed 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 or work address.

6.4.2 Our address for receipt of formal notice under this agreement

For the purposes of s48 of the Landlord and Tenant Act 1987 our address for the receipt of legal notices, and any other written communication arising from this agreement is:

**East Devon District Council
Blackdown House
Border Road
Heathpark Industrial Estate
Honiton
EX14 1EJ**

6.5 Giving our consent

6.5.1 Our consent in writing, not unreasonably withheld

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 our registered office.

6.6 Customer Service

6.6.1 Standard of our service to you

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

6.7.1 Complaints procedure

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 Ending your tenancy

If you wish to give up your tenancy, you must give us four complete 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.

Flexible tenants should also see Section 7.1.10

7.1.2 Pre-void inspection

Pre-void inspection – we have a responsibility to carry out safety checks and routine repairs before re-letting the property. You must allow our officers or contractors access to your property to carry out these

inspections and an asbestos survey if required. We will give you reasonable notice of such a visit.

7.1.3 Handing in your keys to our property

All keys to the property must be handed in to the Council offices at either Blackdown House, Honiton, or Exmouth Town Hall before 12 noon on the Monday after the tenancy ends unless alternative arrangements have been agreed with your Housing Allocations officer. If you do not do this we will charge you further rent and any other reasonable costs.

7.1.4 The condition of the property when you leave for the last time

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.

7.1.5 Recovery of our reasonable costs for damage, replacement etc

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.

7.1.6 Storage of personal property left in the property after you leave

We will remove and store all personal property left in the premises after the termination date for a period of 28 days. We will notify you by formal legal notice of this at your last known or forwarding address. If the items are not collected within 28 days we will dispose of them or sell items of value to recoup our costs of storage or disposal. You are liable for our reasonable costs of storage and disposal.

7.1.7 Retraction of notice

If you serve a notice to quit (introductory or secure tenancies) or a notice of termination (flexible tenancies) on us to end your tenancy and then change your mind, the notice cannot be retracted by you. However both you and we can agree to grant you a new tenancy during the notice period but it is at our absolute discretion if we allow this.

7.1.8 Divorce, Relationship breakdown etc

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.

7.1.9 Ending the tenancy on your death

- i. The tenancy does not automatically end when you die. In the event of your death, your next of kin or executor must notify the Housing Allocations team in writing of your death and enclose a copy of the death certificate. The tenancy can end on any day of the week but we must be given a full four weeks' notice. Failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- ii. If you have not left a will, we will end your tenancy by serving a notice on the Public Trustee. Rent will remain payable until the tenancy ends.
- iii. A successor is not liable for any rent arrears owed by you as a sole tenant at the time of death. We will recover any arrears or unpaid sums, for example recharges, from your estate. However if there is a Possession Order in force at the time of your death your successor will be at risk of losing the property, if they do not comply with the terms of the order.

7.1.10 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
- 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 given in the notice.

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.

Only the named tenants can end the flexible tenancy but if you are joint tenants we will accept notice from either, or any, of you to end the flexible tenancy. The rights of the other tenant(s) will end and they must leave the property. This is known as vacant possession.

7.1.11 Re-entry

We may re-enter the property and end your tenancy if any of the following apply:

- (a) the rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not; or
- (b) You (and in the case of joint tenancies both of you) does not use or ceases to use the property as your only or principal home; or
- (c) Any of the obligations in this tenancy have not been complied with; or
- (d) Any grounds for possession listed in Schedule 2 of the Housing Act 1985 (as amended from time to time) apply.

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

7.2.1 Flexible Tenancy Review

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 Renewal of a flexible tenancy

We will renew the flexible term tenancy unless:

- a. the property is 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 benefit or universal credit, 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.)
- g. you have refused to engage with us in the review process.

7.2.3 Notice prior to termination of a flexible tenancy

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 Right to request a review of our decision

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 Court Order required to end a flexible tenancy

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)-Break Clause

7.3.1 Re-entry by serving a Break Notice at the property

If you do not occupy your property as your only or principal home, or if you illegally sub-let the whole property we will exercise a right of re-entry by serving a break notice at the property.

We will re-enter the property (or any part of the property) at any time after any of the following:

- Where you have parted with possession of the property or do not occupy it as your only or principal home for a period of 28 days and you have not informed us of any reasonable reason for being absent
- Where any rent is unpaid for twenty-one days after becoming payable whether it has been formally demanded or not
- Where 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 Using your personal information

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 How we will use your personal information

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 Data Protection Act 2018

Information will be retained in line with the Data Protection Act 2018 principles. You as a Data Subject have the following rights:

- 1) The right to be informed
- 2) The right of access
- 3) The right to rectification
- 4) The right to erasure
- 5) The right to restrict processing
- 6) The right to data portability
- 7) The right to object
- 8) Rights in relation to automated decision making and profiling

A copy of our Data Protection Policy is available on request.

8.2 Sharing your personal information

8.2.1 Releasing personal information to our partners

On signing the tenancy agreement you agree that we may release personal information where there is a legal obligation to do so. This includes but is not limited to:

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.

Other agencies such as emergency services and social services.

8.3 National Fraud Initiative

We are required under section 1 (2) of the Local Audit and Accountability Act 2014 under Part 6 of the act 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.

8.4 Housing fraud

8.4.1 How we will deal with suspected housing fraud

You must not carry out or commit any fraud related to the occupation of the property. We take such matters extremely seriously and will take action if we discover that an incident of tenancy fraud has occurred, which may include criminal proceedings and seeking a possession order.

We may carry out additional checks and audits to enable us to prevent and detect tenancy fraud, which may include asking for identification documents, carrying out home visits and data sharing with other agencies.

Examples of tenancy fraud include:

- Not disclosing the truth about your circumstances which induced us to grant you the tenancy
- Using false documents or making false statements in applications to the Council's housing department
- Subletting the property or any part of it, or assigning the tenancy, without express permission (whether for profit or not)
- Selling the keys to the property to others
- Abandoning the property
- Housing benefit and council tax fraud

8.4.2 Your duty to disclose information about your personal circumstances

This tenancy is granted to you on condition that prior to the grant of this tenancy you have disclosed to us in writing full details of any criminal record, complaints made against you regarding antisocial behaviour or nuisance at any previous accommodation occupied by you (or a member of your family).

If we find out that you have not made a full disclosure of any relevant information this will be treated as a breach of this agreement and we will take steps to end the tenancy.

You are under a continuing duty to keep us up to date with any significant changes to your tenancy which may affect your right to continue to occupy social housing.

9 CONTRACT RIGHTS FOR THIRD PARTIES

The Contracts (Right of Third parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or obligations under the tenancy other than you and us.

10 FUTURE ACTS OF PARLIAMENT

This agreement takes into account the following legislation:

- Housing Act 1985
- Housing Act 1996
- Data Protection Act 2018
- Contracts (Rights of Third Parties) Act 1999
- Freedom of Information Act 2000
- Anti-social Behaviour Act 2003
- Civil Partnership Act 2005
- Consumer Rights Act 2015
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Anti-social Behaviour, Crime and Policing Act 2014
- Housing and Planning Act 2016

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 517444	housingrental@eastdevon.gov.uk
Enquires about housing benefit	01395 571770	benefits@eastdevon.gov.uk
Reporting repairs	01395 517458	repairs@eastdevon.gov.uk
Reporting antisocial behaviour/ Contacting estate management	01395 516551 ext 2381/2396	estatemangement@eastdevon.gov.uk
Exchanging or ending your tenancy	01395 517469	housingallocations@eastdevon.gov.uk
Tenant Participation	01395 517453	tenantparticipation@eastdevon.gov.uk
Information and Complaints	01395 517417/571659	complaints@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 supported 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

Assignee: a person to whom a right or property is legally transferred

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

Decant: This is where we have to temporarily move someone to another property

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

Dwelling: The house, flat, maisonette or bungalow given to you under the tenancy agreement

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

Flexible tenant: A tenant on a flexible tenancy agreement which is for a fixed amount of time, usually five years

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 who 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

Introductory tenant: A tenant on an introductory tenancy agreement which usually lasts for 12 months.

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

Key: this means all keys, gas and electric meter cards and key fobs to the property

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

Mobility scooter: motorised scooter, buggy or wheelchair

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

Overcrowded: Where there are more than the permitted number of people living at the property (our housing needs team can tell you the permitted number for your property)

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

Principal home: The main residence you physically occupy and personally use the most during the period of your tenancy and for which you may be entitled to claim and receive state benefits such as Universal Credit or Council Tax Benefit.

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

Secure tenant: A tenant on a secure tenancy agreement which does not have an expiry date

Supported 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

Sundry Debts: miscellaneous invoices which may be issued for a number of reasons, and in respect of a wide and varying range of services such as: overpaid housing benefit, rent arrears, their former tenant arrears in other Council owned property they have tenanted and Council Tax debts.

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

Under occupation: If some-one is assessed as having more bedrooms in their home than is necessary they will be considered to be under occupying that property.

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

We, us: This means East Devon District Council Housing Services

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

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

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

We are making changes to your tenancy agreement to bring it up to date with current practice and legislation, and make it clearer for you to understand. In this leaflet we give you an overview of the key changes.

Our new address

As we will have moved our main offices to Honiton by the time the updated tenancy agreement comes into force, we have updated our office details accordingly.

Some new headings

We've added headings to most clauses to make it easier to find specific topics within the tenancy agreement.

Some new clauses

These include information on:

- Mobility Scooters
- Recharging
- CCTV
- Retraction of Notice

Some new information in existing clauses

These include information on:

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

We have also adjusted the order and numbering within these sections to accommodate the new information.

Review of the changes section by section

Section 1 Introduction

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

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

Section 2 About the type of tenancy you have

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

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

Secure tenancies do not have an end date.

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

Section 3 Grounds for possession of your home

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

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

Section 4 Your responsibilities

There have been a significant number of changes to this section of the tenancy agreement.

Paying your rent: - this section now covers the payment of rent *and other charges*. We have changed the default frequency of payments from fortnightly to weekly. You will still have the option to pay, fortnightly, four weekly or monthly as long as you arrange it with us first.

Some tenancies include the payment of a service charge. We used to only refer to “sheltered” housing in this section, but have widened this out to “supported” accommodation to include tenants who may not live in age restricted accommodation but who have a service charge to pay.

In the previous agreement, a clause was included requiring tenants whose household earn more than £60,000 per year to pay “market” rent. This will no longer apply and the clause has been removed accordingly.

NEW CLAUSE: We have added a new clause (4.2.9) that details the responsibility of tenants to pay all household bills. This clause also explains that tenants are required to notify all utility companies of the date you are moving and provide them with a meter reading and your forwarding address. *Please note that by accepting this change, you are agreeing to us forwarding your new contact details to the relevant utility company if requested.*

NEW CLAUSE: We have added a new clause (4.2.10) that relates to recharging for minor breaches of the tenancy agreement that lead to costs from the Council. Examples of this can include, but not be limited to costs that have arisen due to:

- you not allowing reasonable access to one of our contractors to carry out checks
- damage arising from having to access your property in an emergency where you have not provided us with details of a key safe code or key holder
- the repair or replacement of alarm equipment which you have removed or damaged (includes any telecare devices, smoke, heat or carbon monoxide detectors)
- 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.
- you having allowed the property to become excessively dirty or infested with vermin
- costs arising from clearing blocked toilets and drains caused by inappropriate use and disposal of items

More detail on recharging can be found in your tenant handbook.

Living in your home:- We have added a condition to this section that tenants must not part with possession of your home or sub-let your home without our written consent.

NEW CLAUSE: We have added a new clause in relation to members of the household. This clause requires tenants to inform us at sign up the names of everyone (adults and children) who will be living in the property with you and then inform the housing needs team of all changes to the household during the course of the tenancy. This might be if someone dies or moves out of the home, or if someone moves in on a permanent basis, or you have

further children, for example. The clause also states that tenants must not allow the property to become overcrowded.

We have clarified that we will take steps to recover possession of the property if any tenant or occupant is engaged in any criminal activity in the property or local area.

We have also added a requirement that, if you intend to leave your property unoccupied for more than 28 days, you should provide us with details of a key holder who can access the property if required in an emergency. *Please note that if you fail to do this and we need to access the property, we will recharge you for any costs incurred.*

NEW CLAUSE: We have added a clause that relates to adaptations to properties.

Adaptations are changes that have been made to enable someone with limited mobility or other physical and/or mental conditions to remain in their own home. The new clause states that we will not remove, or allow you to remove, any adaptations already installed in the property (such as level access shower or stairlift). It also states that we will not usually make any adaptations to general purpose accommodation, so if your needs change and you require specific adaptations we will help you move to other suitable accommodation where this is available.

We have an Adaptations policy that gives further details on this and this is available on request.

NEW CLAUSE: We have added a new clause that states that the loft space does not form part of your tenancy and you are therefore not allowed to use or enter this part of the property without written consent. *Please note that if you do enter and/or use the loft space and cause damage, then you will be liable for the cost of repairs or replacements.*

NEW CLAUSE: There is a new clause that relates to Mobility Scooters. If you are considering getting a mobility scooter or already have one, you will need to consider carefully where you will park it as you are not allowed to leave them in any communal area, hallway, walkway or stairwell. You cannot take a mobility scooter into any of our lifts. If you need further information on this, you should contact the Estate Management team.

If you are living in any supported accommodation, we have added a requirement for you to allow access to staff for servicing any alarm equipment. You will also need to make sure that there is a key to the property placed in the key safe and that the code is known to the Home Safeguard service.

Condition of your home and garden:- We have amended a couple of clauses here to provide greater clarity for tenants in relation to maintaining the condition of the property.

We have amended our approach to properties with chimneys. We will now arrange for the chimney to be swept annually (this was previously the responsibility of the tenant). You will be required to allow access to the contractor to carry out this work.

We have also extended the clause on dangerous materials to include fire-arms. These can only be kept on the premises with our written consent. There are also conditions that dictate how a fire-arm should be stored on the premises,

NEW CLAUSE: We have added a clause on CCTV. This cannot be installed or used without our permission. It cannot be used to record outside the property boundary under any circumstances.

Repairs:- NEW CLAUSE: We have added a new clause stating that we may require you to temporarily vacate your property if significant repairs are required to your property. We will work with you to facilitate this move.

Refuse disposal and recycling:- If you need to removed bulky household items, the Council runs a chargeable service that can help. You may not leave items outside of your dwelling for longer than 7 days if using this service. Please contact the Estate Management team for more details.

Keeping pets:- NEW CLAUSE: we have added a clause that prohibits you from burying deceased pets or animals in your garden or communal land.

Parking your car or other vehicles:- When driving your vehicle, you can only access your property by way of proper roadways. You are not allowed to drive your vehicles over any other communal areas.

Communal areas:- we have given more information and guidance for tenants living in properties with communal areas. You cannot drive over communal or grass areas, prop open communal fire doors or trail extension leads or other wires/cables from your property through any communal area. It is also worth noting that the rules for smoking also apply to “vaping”.

Second homes:- This section has now been removed.

Section 5 Your rights

Not all of the rights apply to all tenancy types. Where this is the case we make it clear within the agreement.

For example introductory tenants cannot:

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

Right to succession:- The laws on succession apply to all types of tenancy. They vary depending on when whether your tenancy started before or after 1st April 2012. This date used to be April 2013.

Therefore if the tenancy started after 1st April 2012 then the tenancy can only pass to your husband, wife, civil partner, or person who lives with you as if they were one of these. Prior to that, other family members who lived with you could succeed. Full details about succession are in the tenancy agreement.

Right to exchange:- This section of the agreement has been greatly expanded to provide greater clarity on the rules in relation to the Right to exchange.

You must get our written agreement before entering into an exchange, and the other tenant(s) must also obtain their landlord's written agreement to swap with you.

We can refuse permission only in certain circumstances, which are set out in Schedule 3 of the Housing Act 1985. For example we can refuse permission if:

- one of the homes would be overcrowded
- One of the homes would be too large for the new tenants
- There is legal action being taken to get possession of the home of any of the tenants involved
- The exchange would mean that you would be taking on a shorter period of tenure. You need to check the details of the person(s) with whom you are exchanging very carefully. You may also need to take your own independent legal advice.
- The exchange would mean that an adapted home or home specifically build for elderly or disabled people would have no one living there who needs such accommodation.
- One of the people wishing to exchange is in rent arrears

If we give you permission to swap your tenancy, then that permission may be subject to conditions such as that any breach of tenancy must be remedied before you leave (for example replacing any damaged items, or paying off rent arrears).

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

You take on any home you swap to in its current condition (subject to any work we identify as part of our safety checks) and will take on responsibility for any breaches of the tenancy agreement which occurred before the date of assignment to you.

We undertake gas and electrical safety checks for each exchange. You will be required to make an upfront contribution of £50 towards the cost of each check. The checks will not

take place until this payment has been received and your exchange will not be agreed until the checks have been undertaken.

If you are on a flexible tenancy and exchange your home with a tenant on a secure tenancy the existing term of your flexible tenancy will continue. You will not be given a new flexible or secure tenancy.

If you are on a flexible tenancy and exchange your home with a tenant on a flexible tenancy you take on the remainder of the term under their existing flexible tenancy, which may be shorter than your original flexible tenancy term. We strongly recommend that you seek your own legal advice before exchanging.

If your tenancy began after 1 April 2012, then secure and assured tenants lose their security of tenure if exchanging with a flexible or fixed term assured shorthold tenant and exchange continues by way of a deed of assignment.

If you do exchange without our written consent we will take legal action to recover possession of your home. You will not be able to return to your original home and you will not be offered alternative housing.

You have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed assignee.

You must not offer any financial inducement to another tenant to secure their agreement to or involvement in an assignment.

Right to make improvements:- NEW CLAUSE: We have added a clause requiring tenants to check with us before carrying out any improvements to see if there is asbestos at your property. If there is asbestos and it will be disturbed as part of the works, then you will need to arrange and pay for a qualified asbestos removal service to dispose of the asbestos and obtain a certificate from that service prior to your improvement works taking place.

Section 6 Our Responsibilities

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

Section 7 Ending your tenancy

Your rights:- NEW CLAUSE: We have added a clause relating to Pre-void checks. This clause requires you to allow officers and contractors access to the property to carry out these checks. We will give reasonable notice.

We have reduced the amount of time we are willing to remove and store valuable items left in a property after the termination date from three months to 28 days.

NEW CLAUSE: There is a new clause that states that if you give notice to quit (introductory and secure tenancies) or notice of termination (flexible tenancy) and then change your mind, you are not able to retract your notice. We may agree to offer you a new tenancy if it is within the notice period, but this would be at our discretion. *You are advised to carefully consider this before giving notice.*

NEW CLAUSE: We have added a new clause that relates to how a tenancy ends in the event of your death. There are a number of steps that your next of kin will need to take and the four week notice period will apply. The clause also sets out who may or may not be liable for any rent arrears in the event of your death.

Our rights:- regarding the ending of flexible tenancies, we have added an additional potential reason for ending a flexible tenancy at the end of the fixed term. There is a process of reviewing the tenancy at the end of the fixed term period and if a tenant fails to engage in this review process, we can terminate the tenancy accordingly.

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

We have amended this section to state that your information will be retained in line with the Data Protection Act 2018 principles. We also set out the 8 rights that you have in relation to your information namely,

- 1) The right to be informed
- 2) The right of access
- 3) The right to rectification
- 4) The right to erasure
- 5) The right to restrict processing
- 6) The right to data portability
- 7) The right to object
- 8) Rights in relation to automated decision making and profiling

A copy of our Data Protection Policy is available on request.

We have also widened the clauses around what constitutes tenancy fraud to provide more information to tenants

Section 9 Contract rights of third parties

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

Section 10 Future acts of Parliament

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

Section 11 Contacting us

We have included contact details for key housing services. Full contact details for all housing services are included within your tenant handbook.

Section 12 Definitions

We have added some more definitions to aid tenants.

Where can I see a copy of the proposed revised tenancy agreement?

The revised tenancy agreement is available to view online at:

A paper copy can also be provided on request.



Report to: Housing Review Board

Date of Meeting: 22 November 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 9

Subject: Fire Safety in Blocks of Flats (compliance with Statutory Regulations).

Purpose of report: To update the current position and set out a proposed way forward in relation to fire safety in blocks of flats.

Recommendation:

Members to note progress made in relation to fire safety in blocks of flats and to agree the priority of future work to address property issues related to fire.

Members to be aware of the significant budget required to bring all blocks of flats up to a fully compliant fire safety standard.

Extend the employment of the additional Programme Works Officer (Fire Safety) for a further 12 months.

Reason for recommendation: To ensure residents remain safe in their homes.

To ensure properties remain compliant with Statutory Regulations

Officer: Graham Baker – Senior Technical Officer (Asset Management & Compliance)

gbaker@eastdevon.gov.uk

Financial implications: The financial considerations and discussion points are laid out within the body of the report.

Legal implications: The legal implications are set out within the report.

Equalities impact: Low Impact

Risk: High Risk

There are high risk consequences of failing to comply with Statutory Regulations/Legislation in relation to compliance from a safety financial and reputational perspective.

Links to background information: • .

Link to Council Plan: Continuously improving to be an outstanding Council

Introduction:

1. As the Landlord East Devon District Council has a duty of care to all Tenants to ensure that communal access areas, entry and egress points are safe should there be an incident. The

Housing Authority has a duty to comply with all Statutory Fire and supporting Legislation and Regulations in ensuring buildings themselves meet the requirements and that they are suitably and correctly managed, this responsibility lies across the whole of Housing.

2. We have spent and are continuing to spend a considerable amount of time satisfying ourselves that we are following good practice in relation to fire safety; the importance of this work has been particularly highlighted following the Grenfell fire tragedy so much so that additional resource within Property & Asset has been employed to assist in driving this work forward.
3. The Regulatory Reform (Fire Safety) Order 2005 sets out requirements in relation to general fire safety precautions that landlords must adhere to. The basis of the legislation is centred on the completion of Fire Risk Assessments (FRA). By adopting a fire risk assessment approach, there is the need to look at how to prevent fire from occurring in the first place, by removing or reducing hazards and risks (ignition sources) and then looking at the precautions to ensure that people are adequately protected, if a fire were still to occur.
4. We update FRAs every two years. Any recommendations arising from FRAs are implemented immediately where urgent, or are packaged and tendered where the work is not urgent. FRAs are confined to communal areas and means of escape in accordance with the guidance and we currently have FRA's in place for 100% of properties that require one.
5. Following the Grenfell disaster, the sector is currently absorbing the outcome of the Independent Review of Building Regulations and Fire Safety, undertaken by Dame Judith Hackett DBE. One area of concern as highlighted via Grenfell is the quality of fire doors in terms of the protection they offer. We have been looking carefully at fire doors within our housing stock and as requested at the June 2018 meeting of Housing Review Board.
6. The emphasis of fire safety, particularly in the wake of the Grenfell fire tragedy resulted in a detail review of our Housing Fire Policy, this was carried out in 2017; the Policy gives clarity in the main Statutory Regulations/Legislation that applies and needs to be followed, defines the roles and responsibilities within Housing particularly in relation to maintaining/upgrading the buildings (Property & Asset) and managing the buildings (Landlord Services through Estate Management & Mobile Support Officers).
7. EDDC has a duty under the Fire Safety Order to ensure that a suitable and sufficient fire risk assessment has been undertaken to evaluate the risks to the occupants and all other relevant persons who would be regarded as lawfully on the premises.

The risk assessment is limited to the communal areas of the building up to and including the front door of the flat/maisonette. These common areas must have adequate protected escape routes (including fire related signage and lighting), adequate means for the testing and maintenance of all fire systems, and adequate fire safety training of staff, and information to tenants/leaseholders to comply with the Fire Safety Order 2005.

Additionally the individual flat/maisonette should comply with the duty mentioned above for an "individual dwelling" under the Housing Act 2004.

All such buildings referred to above have fire risk assessments and in line with our Housing Fire Policy, these will be reviewed or renewed every two years although moving forward it is likely that this will become an annual event in line with anticipated changes in Statutory Regulations/Legislation.

Current Position:

8. The Fire Risk Assessments on our blocks of flats (limited to the areas set out in item 7 above), Community Centres and District offices were carried out in 2017 and in line with our Fire Policy they are due to be reviewed/renewed in 2019; we are currently preparing documentation to obtain tenders for a specialist company to carry out this specialist work, these tenders are likely to be procured through an Advantage South West Framework. This procurement will be managed by the Senior Technical Officer (Asset Management & Compliance) and the Compliance Officer both of whom attended a five day residential Fire Risk Assessors course and passed the same. It is worth noting that all Fire Risk Assessments were in place and measures to improve fire safety across our stock were in place before the Grenfell fire tragedy, the aforementioned tragedy brought into focus the importance of fire safety and highlighted the importance of carrying out such compliance safety work.
9. All items highlighted as being 'urgent' in the current Fire Risk Assessments have been addressed.
10. The Fire Risk Assessments were reviewed in detail, the recommendations were collated and an action plan developed; the recommendations were assessed and put into three categories namely:
 - Those items requiring a Policy or Senior Management decision in order for them to be driven forward by either Property & Asset or Landlord Services.
 - Those items relating to the management of the building that will be addressed by Landlord Services.
 - Those items relating to fabric of the building that will be addressed by Property & Asset.
11. Following development of the action plan Policy/Senior Management decisions were made which gave clear guidance on how such issues should be driven forward, the decisions included:
 - Adopting a 'stay put' policy for all blocks of flats that do not have a fire alarm.
 - Confirmation that an 'evacuation' policy will be applied in all blocks of flats that have a communal fire alarm system.
 - Confirmation that all blocks highlighted as being at risk of arson should have all external doors locked shut which in turn necessitates the installation of a door entry/intercom system.
 - A zero tolerance approach to Tenants storing possessions (e.g. pushchairs, mobility scooters, mats, pictures, flower pots etc.) or rubbish, all which are potential sources of fire being left in communal areas.
12. With the Policy/Senior Management decisions in place, Landlord Services with support from Property & Asset have made great strides in driving forward and implementing items including:
 - Preparation of specific 'Fire Management Plans' for each block of flats, District Office and Community Centre, these plans include personal evacuation plans for Tenants identified as vulnerable/requiring support; these documents also act as a driver for works to the fabric of buildings being carried out by Property & Asset.
 - Monthly inspections including documentation of the same of blocks of flats, District Offices and Community Centres to ensure the zero tolerance policy referred to in item 11 above is adhered to.
 - Testing of smoke alarms.
 - Enforcing the Fire Policy as required.
 - Some routine testing of smoke/heat/CO detectors particularly in sheltered accommodation.
 - Monthly fire alarm testing and documentation of the same.

13. In line with the Policy/Senior Management decisions the Property & Asset team have driven forward many areas of fire safety work including:

- Installation of half hour fire resisting entrance doors to all flats within our blocks (private and leasehold); we have also carried out intrusive inspections of a selection of fire doors to confirm the installation is compliant; we are currently waiting for the results and reports for these inspections.
- In line with Government guidelines we are obtaining confirmation that all fire doors installed satisfy the most recent test criteria published, specifically they are fire resistant when tested from both sides; early indications are that the doors installed meet this criteria.
- Upgraded our fire alarm panels/installations to meet current standards.
- Installing/upgrading emergency lighting across our stock, many blocks have already been completed, some are ongoing and the remainder will be completed at the earliest opportunity.
- Annual testing and recording of smoke/heat and CO detectors across all our stock; components are replaced either through age or failure by specialist engineers.
- Monthly testing of emergency light installations, fire alarm systems, the dry riser at Dunning Court, Honiton, automatic opening vents, fire extinguishers etc. by specialist engineers (NOTE: the specialist engineers document all the tests, the certificates are checked and held on our systems).
- Fire breaks have been installed in roof spaces of blocks of flats following specialist asbestos removal (the loft spaces were contaminated with asbestos debris which had to be removed and environmentally cleaned before the fire work could be carried out); work in the final three blocks contaminated by asbestos will be completed early in 2019.
- Replacement of communal circulation and cupboard doors with compliant fire doors has been carried out in some blocks notably Lymebourne Park, Sidmouth.
- Specialist fire stopping work is carried out on all voids and Kitchen/Bathroom modernisation projects carried out in blocks of flats; such work is certified and documentation is held on our IT systems.

14. The first major fire safety project has recently commenced to four blocks of flats at Lymebourne Park, Sidmouth, the work carried out on this Contract will act as a pilot and set the standard for all follow on projects; work being carried out on this Contract included:

- Replacement of external doors with locked doors complete with a door entry/intercom system.
- Replacement of communal and internal cupboard doors with new fire doors.
- Provision of signage.
- Fire stopping work including roof voids.

15. Emergency lighting is currently being installed across 19 sites.

16. Phase 1 of the fire safety work at Custance House, Honiton is about to commence; this work will address issues such as:

- Fire stopping in service riser cupboards in communal areas; opportunity is also being taken to replace/upgrade the water service risers which continually fail.
- Replacement of communal cupboard doors with new fire doors.
- Fire stopping work.
- Rationalisation of all cables and specialist fire stopping once complete.

Phase 2 is somewhat more challenging; the building needs to be secured against the risk of arson, at present there are 9 entrances and a single staircase; in order to address the issues we have engaged and are working with a specialist fire engineer to design a compliant solution that will both secure the building and facilitate smoke ventilation in the event of a fire, these solutions are currently being reviewed for internal consultation.

17. Throughout the period in which we have been carrying out fire safety work we have established a very close working relationship with Devon & Somerset Fire & Rescue Service, they have provided an expert level of guidance and support throughout and are extremely satisfied with the manner in which we have approached and are addressing fire safety so much so that EDDC are held up as a flagship for other Authorities/Organisations to aspire to. It is our intention to further develop this important relationship.

The Future:

18. Whilst great strides have been made in addressing issues highlighted in the Fire Risk Assessments in place there remains a great deal of work to do all of which will be both costly and disruptive to our Tenants.

19. Management processes and compliance testing have been established across all of our blocks of flats, Community Centres and District Offices, some building remedial work has also been carried out but there is lot still to be done; our action plan indicates there is major work of varying amounts to be carried out to 120+ of our blocks of flats, such work includes but is not restricted to:

- Replacement of external doors with secure/locked doors complete with a door entry/intercom system to address the potential for arson.
- Replacement of communal access and cupboard doors with compliant fire resisting doors.
- Upgrading existing/installing new emergency lighting (to those blocks where this work has not already been carried out).
- Fire stopping work.
- Fire compartmentation of roof voids.

In addition to the fire safety work identified in Fire Risk Assessments there may also be an appetite and need to address other compliance related issues that become evident when carrying out our site survey work.

The Plan:

20. Using data from Contracts recently procured and knowledge of the current status of the building industry it is considered that a rough budget estimate for the fire safety work still required to address the outstanding issues (see item 19 above) would equate to approximately £3,000,000.00; this figure does not include costs for specialist work required at:

- Lymebourne House, Sidmouth (Listed Building)
- Custance House, Honiton (Phase 2, see item 16)

21. The delivery of the outstanding work will be very much budget driven, three options are tabled for consideration:

- Option 1 - provide the complete budget to carry out all the work in the next financial year.
- Option 2 – carry out the work over two financial years; approx. £1.5million per annum.

- Option 3 - carry out the work over three financial years; approx. £1.0million per annum.

No allowance has been made for inflation, increased building costs or VAT.

22. Officers are currently working with colleagues in Finance to consider the best approach to allocating the required budget and this will be set out in the budget papers that will be presented at the January 2019 Housing Review Board meeting.
23. It should be noted that considerable resource will be required from the Property & Asset team to deliver the required work to prepare documentation to procure the work whichever option is selected; with this in mind it is recommended that the employment of the Fixed term Programmed Works Officer (Fire) is extended beyond the initial 12 months.



Report to: **Housing Review Board**

Date of Meeting: 22 November 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: **10**

Subject: **Renewal of Advantage South West Subscription.**

Purpose of report: Members to note the benefits of membership of Advantage South West and to support the continuing membership of the organisation.

Recommendation: **To continue paying the annual subscription to maintain the membership to Advantage South West.**

Reason for recommendation:

- To maintain properties to a good standard whilst achieving good value for money.
- To assist in achieving continuity of components and services across the Property & Asset service.
- To assist in the ongoing training and upskilling of staff through regular product review workshops and CPD (Continuing Professional Development) events.
- To provide a platform for networking with other Authorities and Housing providers across the South West

Officer: Graham Baker – Senior Technical Officer (Asset Management & Compliance).
gbaker@eastdevon.gov.uk

Financial implications: The subscription to Advantage South West enables more cost effective procurement and has resulted in significant savings within the HRA.

Legal implications: There are no legal implications identified.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

Link to Council Plan: Continuously improving to be an outstanding Council

Background

1. Advantage South West – the organisation:

- 1.1 Advantage SW is a limited liability partnership owned by Live West, North Devon Homes, Ocean Housing Group and Yarlington Housing Group. The organisation was created in 2004, Advantage SW exists to improve homes and lives through collaboration and innovation.

There are three parts to Advantage SW, they are:

- New build properties; Advantage SW owns the rights to a number of house type designs. In 2017-18 they finalised a new range of designs to meet the current size aspirations of its Members.
- The Procurement Consortium, started in 2008, improves value for money for its Members in the products used in new build, planned and responsive maintenance. The procurement consortium has saved its members over £36m in cashable savings and RPI avoidance.
- EnergySW; the resident energy brand provided in partnership with OVO Energy that was launched in November 2015.

Advantage SW has two permanent full time employees, Neil Biddiscombe (Procurement Manager) and Mark Dobner (Contracts Manager). The Chief Executives of the four partners are on the LLP Board, which is chaired by Martyn Gimber of North Devon Homes.

2. Membership

- 2.1 During 2017-18 the procurement consortium had twelve Members who between them own over 100,000 properties:

- | | |
|-------------------------------|---------------------------------|
| • Coastline Housing | • Live West |
| • Cornwall Housing | • Ocean Housing |
| • East Devon District Council | • Taunton Deane Borough Council |
| • Exeter City Council | • Teign Housing |
| • Magna Housing Group | • Westward Housing |
| • North Devon Homes | • Yarlington Housing |

- 2.2 Each Member of Advantage SW's procurement consortium pays an annual subscription that is calculated dependent on its size. EDDC's subscription for 2017/18 was **£13,708** ex vat.

3. Frameworks

- 3.1 Frameworks are awarded on the recommendation of product groups. These product groups work on a participative basis. Product Groups are chaired by a senior manager from a Member organisation. Each Member has a representative who is responsible for bringing that Member's requirements to the project, contributing to key stages in the process such as creating the specification, deciding how tenders will be assessed and assessing the tenders. Tenants also have played an important part in the process. It is essential to emphasise that without the input of the Member representatives and tenants the projects could not have been a success.

- 3.2 The Procurement Consortium Group directs and oversees the work of the Procurement Consortium. Amy Gilbert-Jeans represents EDDC on the Procurement Consortium Group.

3.3 In 2017/18 Advantage SW ran full EU compliant projects to replace existing product frameworks:

- Supply and install external doors – ProFit Windows & Doors
- Supply GRP external doors - Permadoor
- Supply of consumer units – Hamilton Litestat
- Supply of domestic ventilation fans – Airtec Environmental

3.4 EDDC are particularly proud of the tenant participation and involvement in attending product viewings and reviews, their input and comments are valued by all.

Advantage SW awarded multi-supplier service frameworks for a range of services:

- Gas heating servicing and repair
- Heat pump servicing and repair
- Cavity wall insulation removal
- Cavity wall and loft insulation installation

It created Dynamic Purchasing Systems for:

- Waste services
- Insurance

A full list of the frameworks and dynamic purchasing systems is available for anyone interested.

3.5 Within its business plan Advantage SW identified an opportunity to work more closely with other consortia where joint-working would deliver additional benefit to Members. Advantage SW meets regularly with Westworks, Efficiency East Midlands and South Eastern Consortium to deliver this.

3.6 Advantage SW has started the pre-procurement stage for a number of frameworks that it is looking to tender in 2017/18 (subject to confirmed Member requirements):

Replacement frameworks:

- Aids & adaptation products
- Bathroom suites
- Taps
- Radiators
- Heating controls
- Slip resistant and safety flooring

New frameworks / DPSs:

- Passive fire prevention
- Internal fire doorsets
- Boiler installation
- Heat pump installation
- Roofing work
- Internal & External Decorations
- Positive input ventilation

Both EDDC staff and tenants are playing an active role in the procurement of these frameworks both in the tender evaluation process and product viewings.

4 Training/Professional Development

4.1 A total of 152 staff from across all ASW organisations attended the 7 training sessions that ran under the Legal Services framework. The new Legal Services framework has been tendered and started in May 2018. The following companies are on the framework:

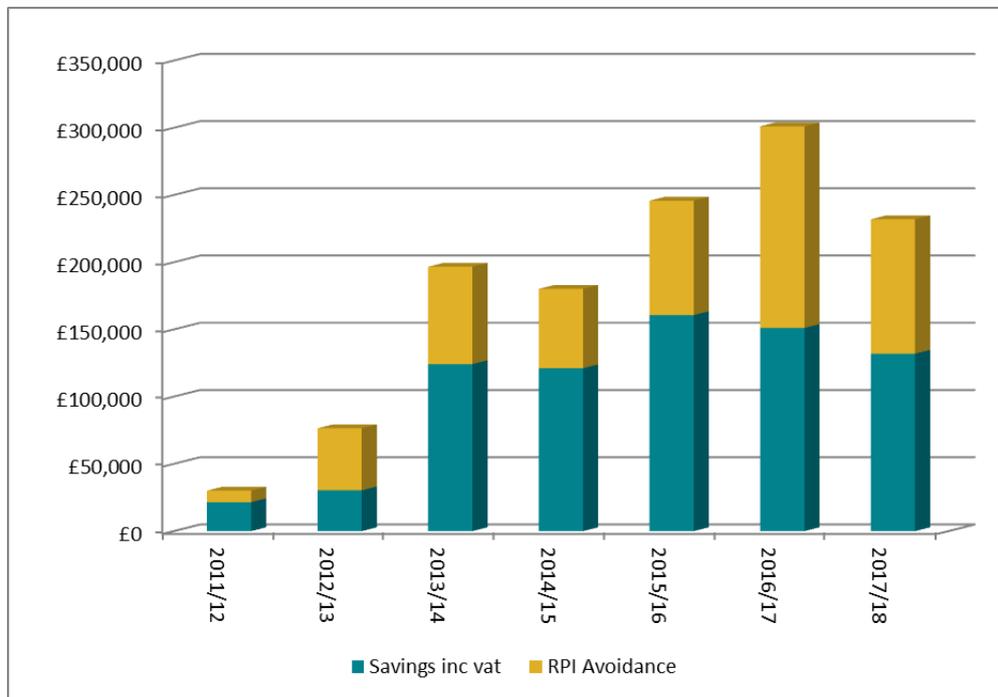
Development	Existing property	Governance & Treasury	Corporate Services	Housing Management
		Bevan Brittan	Bevan Brittan	Bevan Brittan
Capsticks	Capsticks			Capsticks
Clarke Willmott			Clarke Willmott	Clarke Willmott
Pennington & Manches		Pennington & Manches		
Stephens Scown	Stephens Scown			
Tozers			Tozers	Tozers
Trowers & Hamlins	Trowers & Hamlins	Trowers & Hamlins		

- 4.2 Advantage SW has established and are delivering a programme of accredited Continuous Professional Development sessions on topics relevant to Members' staff. Some of these are free of charge.
- 4.3 EDDC staff are in the process of enrolling onto various CPD courses.
- 4.4 Whilst delivering savings through a range of frameworks is at the heart of our relationship with Advantage SW, we must not underestimate the benefits that our membership has brought in terms of access to the formal network of Members that provides valuable advice and guidance, as well as the specific procurement expertise that Advantage SW itself has.

The table below details the **£131,973** cashable savings (ex VAT) that have been generated for EDDC and **£99,991** additional costs avoided due to framework price changes being lower than RPI.

Row Labels	Sum of Spend	Sum of Total Savings	Sum of RPI Avoidance
Aids & Adaptations	£ 42,691	£28,048	£9,375
Air Source	£ -	£0	£0
Bathrooms	£ 14,866	£4,336	£1,722
Boilers	£ 10,148	£0	£1,695
Consumer Units	£ 8,766	£1,547	£1,078
Controls	£ 1,649	£1,133	£363
Electric Heating	£ -	£0	£0
Fans	£ 56,681	£14,170	£13,788
Flooring	£ 22,874	£7,223	£3,951
Kitchens	£ 101,722	£22,693	£28,873
Radiators	£ 6,592	£3,581	£1,603
Taps	£ 11,152	£6,063	£1,226
Windows	£ -	£0	£0
Doors 3	£ 265,186	£32,141	£32,432
Paint	£ -	£0	£0
Alarms	£ 12,640	£0	£865
Legal Services	£ 33,113	£11,038	£3,020
Electrical inspection & testing	£ 71,487	£0	£0
Grand Total	£ 659,566	£131,973	£99,991

- 4.5 The graph below shows EDDC's savings since 2010. In total we have saved **£740,981** with a further **£521,303** RPI avoidance.



5. Other activities

- 5.1 Members have identified that it is getting increasingly difficult to recruit technical staff, both asset management and operatives. We have engaged with the Personnel and Training Officers' Group (PATOG) to identify possible ways to help alleviate this shortage and will work with PATOG in 2018/19 to bring forward possible solutions.
- 5.2 Advantage SW provided support to the Credit Union Sustainability Project which has selected Westcountry Savings and Loans to be the recipient of its grant funding. The CUSP aims to increase the visibility and sustainability of credit unions in the south west, so that residents have more options for savings and cheaper loans.
- 5.3 The procurement consortium provides through its Members a network of expertise that has been used to research solutions other housing providers have used and to avoid duplication of work. This includes a library of policies that Members have put in place and can access as required when reviewing their own policies.
- 5.4 Members have access to an electronic tendering system www.advantageswtenders.co.uk. The usage of this system will continue to increase. The legislative environment in which social landlords procure has changed with the introduction of the 2015 Public Contracts Regulations. In October 2018 it will become mandatory to use electronic tendering for all EU advertised procurement projects. Use of the e-tendering system will help landlords to meet their obligations under these new Regulations.
- 5.5 Advantage SW provides procurement support to Members, in particular queries relating to the Public Contracts Regulations that implement the EU OJEU Procurement requirements. Whilst leaving the EU will have an impact on the regulation of procurement, the UK government has shown itself to be a supporter of procurement transparency through regulation (for example the sub-threshold advertising requirements in the Public Contracts Regulations) and thus it is unlikely that procurement will be unregulated.

6. Summary

- 6.1 Membership of Advantage SW continues to be beneficial for East Devon District Council. Through the efforts of all involved, Advantage SW delivers:
- sharing of information and good practice
 - access to procurement knowledge and technology
 - value for money
 - good products
 - an increasing range of multi-supplier frameworks
 - opportunities for resident involvement
 - methods to reduce fuel poverty
- 6.2 As can be seen there are many services provided by Advantage South West and these could be used by Housing as whole rather than predominantly by the Property & Asset team, which is currently the case.
- 6.3 EDDC already get great value for their annual subscription but with more collaboration across the Housing team there more services available that could be tapped into and ultimately achieve even more benefit/value for our annual subscription.
- 6.4 It is recommended that membership of the group continues for 2019/2020 at a cost of approx. £15,000.00 ex VAT.

Report to: **Housing Review Board**

Date of Meeting: 22 November 2018

Public Document: Yes

Exemption: None

Agenda item: 11

Subject: **Housing Revenue Account update to end of October 2018**

Purpose of report:

This report provides the Housing Review Board with the current position to October 2018 and details of the year end forecast of the draft Housing Revenue Account for 2018/19. This account shows the main areas of anticipated income and expenditure on landlord activities for the year ahead. Producing a Housing Revenue Account has been a statutory requirement for Councils who manage and own their housing stock for some time, and therefore a key document for the Board to influence.

The report also provides the position of the HRA capital programme for both affordable housing and other capital items outside of the Housing Revenue Account.

Recommendation: **The Housing Review Board is invited to approve the report on the Housing Revenue Account update to October 2018 and recommend it to Cabinet.**

Reason for recommendation:

To give the Housing Review Board an involvement opportunity to contribute towards the housing service budget and influence areas of future expenditure.

Officer: Rob Ward – Finance

rob.ward@eastdevon.gov.uk

Tel: 01395 517567

Financial implications: These are contained in the report.

Legal implications: There are no legal implications

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: www.eastdevon.gov.uk/business_plan_hra_2014

Link to Council Plan: Living in this outstanding place.



1 Housing Revenue Account Reserves Opening Balances

- 1.1 The Housing Revenue Account (HRA) is underpinned and influenced by the HRA Business Plan and updated version of which was presented at the HRB a year ago. The budget process utilises the principles contained within it, notably, to maintain an acceptable surplus whilst at the same time maintaining stock levels through the purchase programme to counteract the impact of continuing right to buy sales.
- 1.2 The financial position up to August including the forecast surplus of the HRA, the impact on reserves and capital position was presented at the previous HRB.
- 1.3 The following tables provide a further update up to the end of October 2018.

2 Housing Revenue Account – current position to October 2018 & Year End Forecast Position

- 2.1 The table below shows a summary of the HRA position as at October 2018 compared to the phased budget for this period as well as the forecast position for the year end compared to the revenue budget set for the year.

Year to Oct 2018				2017/18 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
(10,656,100)	(10,873,997)	(217,897)	TOTAL INCOME	(18,267,620)	(18,240,253)	27,367
9,034,599	8,168,037	(866,562)	TOTAL EXPENDITURE	14,312,011	14,104,906	(207,105)
1,474,884	1,495,060	20,176	COST OF FINANCING	2,542,780	2,542,780	0
HRA (Surplus)/Deficit				(1,412,829)	(1,592,567)	(179,738)

- 2.2 Both income and expenditure are materially in line with the figures that were presented at the previous HRB. The expenditure in the year is broken down further in the table below and can also be reviewed by line item in the Annexes below.

Year to Oct 2018			TOTAL EXPENDITURE	2018/19 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
1,023,660	935,193	-88,467	Responsive Maintenance	1,754,440	1,767,133	12,693
552,370	527,538	-24,832	Programmed Maintenance	947,000	939,820	-7,180
697,930	584,679	-113,251	Special Works	1,282,400	1,596,166	313,766
4,006,800	3,627,305	-379,495	Supervision & Management	5,631,451	5,226,260	-405,191
183,270	145,374	-37,896	Other Expenditure	290,030	230,305	-59,725
2,570,569	2,347,948	-222,621	Major Repairs	4,406,690	4,345,222	-61,468
TOTAL				14,312,011	14,104,906	-207,105

- 2.3 Notable items of budget variance are;
- Lower than expected employee costs as recruitment progresses
 - Increased forecasted expenditure on compliance related items such as works resulting from fire risk assessments.

- Higher than budgeted prices for the Air Source Heat Pump programme.

2.4 All budget variances and forecasts will continue to be monitored monthly using the process described in previous meetings.

3 Capital - Affordable Housing

3.1 The business plan includes a programme of expenditure to replace properties lost through RTB sales and ensure that RTB receipts are invested and not returned to central government.

3.2 The following table shows the progress so far against the budgeted £5m for the year funded through RTB receipts and the Future Housing development fund through the prescribed 30:70 ratio. It also shows the impact upon the associated reserve accounts and provides their forecast balances at the year-end.

3.3 A breakdown of expenditure by property has been included at the bottom of this report within Annex E.

CHRAFF - Affordable Housing Financing	2018/19		
	Year to Date		
	Total	RTB Receipts	New Homes Dev Fund
	£	£	£
Opening Bal (YE 2017)	(6,581,581)	(3,484,043)	(3,097,538)
Addition of prior years surplus	(800,915)		(800,915)
Addition of Q1+Q2 RTB Receipts	(392,266)	(392,266)	
Current Balance before Exp	(7,774,761)	(3,876,309)	(3,898,453)
Year to Date Expenditure	2,287,244	686,173	1,601,071
Current Balance	(5,487,517)	(3,190,135)	(2,297,382)
Forecast Future Expenditure	2,712,756	813,827	1,898,929
Forecast Balance 2018 YE	(2,774,761)	(2,376,309)	(398,453)

4 Capital – Housing Capital Programme

- 4.1 The proportion of capital receipts which are not allocated to affordable housing fund the Housing Capital programme which has a budget of £835k (prev. £500k) for the current year since the Re-Roofing programme was approved at the last HRB.
- 4.2 The following table shows the opening balance and the impact the budgeted expenditure will have upon the reserve leaving a residual balance of approximately £1m ignoring all future receipts from RTB Sales.

Housing Capital Programme	2018/19		
	Year to Date		
	Total	RTB Receipts	Revenue Cont
	£	£	£
Opening Bal (YE 2017)	(1,483,758)	(1,483,758)	0
Addition of Q1+Q2 RTB Receipts	(283,894)	(283,894)	0
Current Balance before Exp	(1,767,652)	(1,767,652)	0
Year to Date Expenditure	96,950	96,950	0
Current Balance	(1,670,702)	(1,670,702)	0
Forecast Future Expenditure	755,690	755,690	0
Forecast Balance 2018 YE	(915,012)	(915,012)	0

Annex A – HRA Summary Account

EAST DEVON DISTRICT COUNCIL
REVENUE BUDGET MONITORING 2018/2019
SUMMARY OF HOUSING REVENUE ACCOUNT
Period to 31 October 2018

2018/19			Service	2018/19			
Budget				Year to Date		Forecast	
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var
£	£	£	£	£			
(17,722,690)	(17,722,690)	(10,338,230)	INCOME				
(544,930)	(544,930)	(317,870)	Gross Property Rent including Garages	(10,532,390)	(194,160)	(17,667,235)	55,455
			Other Rents & Income	(341,607)	(23,737)	(573,018)	(28,088)
(18,267,620)	(18,267,620)	(10,656,100)	Total Income	(10,873,997)	(217,897)	(18,240,253)	27,367
			EXPENDITURE				
			Repairs & Maintenance				
2,701,440	2,701,440	1,576,030	General	1,462,731	(113,299)	2,706,953	5,513
1,282,400	1,282,400	697,930	Special Works	584,679	(113,251)	1,596,166	313,766
			Supervision & Management				
4,030,340	4,030,340	2,877,240	General	2,597,037	(280,203)	3,765,879	(264,461)
1,601,111	1,601,111	1,129,560	Special	1,030,268	(99,292)	1,460,381	(140,731)
290,030	290,030	183,270	Other Expenditure	145,374	(37,896)	230,305	(59,725)
9,905,321	9,905,321	6,464,030	Total Management & Maintenance	5,820,089	(643,941)	9,759,684	(145,637)
0	0	0	Adjustment to Bad Debt Provision	0	0	0	0
1,312,250	1,312,250	765,479	Depreciation - dwellings	765,479	0	1,312,250	0
0	0	0	- other	0	0	0	0
3,094,440	3,094,440	1,805,090	Transfer to Major Repairs Reserve	1,582,469	(222,621)	3,032,972	(61,468)
14,312,011	14,312,011	9,034,599	Total Expenditure	8,168,037	(866,562)	14,104,906	(207,105)
			NET COST OF SERVICE	(2,705,960)	(1,084,459)	(4,135,347)	(179,738)
(20,170)	(20,170)	(20,170)	Interest on Balances	0	20,170	(20,170)	0
2,562,960	2,562,960	1,495,060	Principal & Interest Payable (PWLB loans)	1,495,060	0	2,562,960	0
(10)	(10)	(6)	Interest on Council House Sales (mortgages)	0	6	(10)	0
2,542,780	2,542,780	1,474,884		1,495,060	20,176	2,542,780	0
(1,412,829)	(1,412,829)	(146,617)	NET OPERATING EXPENDITURE - Deficit / (Surplus)	(1,210,900)	(1,064,283)	(1,592,567)	(179,738)
0	0	0	Prov for Bad Debts increase	0	0	0	0
(1,412,829)	(1,412,829)	(146,617)	Deficit / (Surplus) for the Year	(1,210,900)	(1,064,283)	(1,592,567)	(179,738)
			REVISED BALANCES				
(3,100,000)	(3,100,000)	(3,100,000)	Balance b/f HRA	(3,100,000)	0	(3,100,000)	0
(291,680)	(291,680)	(291,680)	Balance b/f Future Housing Development Fund	(291,680)	0	(291,680)	0
(1,600,000)	(1,600,000)	(1,600,000)	Balance b/f Volatility Reserve	(1,600,000)	0	(1,600,000)	0
(1,412,829)	(1,412,829)	(146,617)	Deficit / (Surplus) in year	(1,210,900)	(1,064,283)	(1,592,567)	(179,738)
(6,404,509)	(6,404,509)	(5,138,297)	Total Balance C/F	(6,202,580)	(1,064,283)	(6,584,247)	(179,738)
(3,100,000)			required balance: £500 per property + £1m Buffer				
(1,412,829)			(over)/under required balance ignoring Fund & Reserve				

Annex B – HRA Detailed Account Page 1

EAST DEVON DISTRICT COUNCIL
REVENUE BUDGET MONITORING 2018/2019
HOUSING REVENUE ACCOUNT - DETAILED STATEMENT
Period to 31 October 2018

2018/19 Budget			Service	2018/19				
Original	Revised	Year to Date		Year to Date		Forecast		
£	£	£		Actual	Variance	YE Proj.	YE Var	
(17,259,560)	(17,259,560)	(10,068,100)	SB	Gross Property Rents	(10,280,724)	(212,624)	(17,245,085)	14,475
(463,130)	(463,130)	(270,130)	SB	Garage Rents	(251,666)	18,464	(422,149)	40,981
(544,930)	(544,930)	(317,870)	SB	Other Rents and Income	(341,607)	(23,737)	(573,018)	(28,088)
(18,267,620)	(18,267,620)	(10,656,100)		TOTAL INCOME	(10,873,997)	(217,897)	(18,240,253)	27,367
				REPAIRS & MAINTENANCE				
				Repairs and Maintenance - General				
1,754,440	1,754,440	1,023,660	AG	Response Maintenance	935,193	(88,467)	1,766,981	12,541
0	0	0	AG	Rechargeable Works	0	0	152	152
0	0	0	AG	Storm Damage	0	0	0	0
				Programmed Maintenance				
37,000	37,000	21,560	AG	Communal Areas	15,633	(5,927)	33,236	(3,764)
0	0	0	AG	Smoke & Carbon Monoxide Alarms	785	785	1,346	1,346
20,000	20,000	11,690	AG	Emergency Equipment Test & Repair	12,888	1,198	22,094	2,094
0	0	0	AG	Emergency Light Testing	5,965	5,965	10,226	10,226
0	0	0	AG	Automated Door Servicing	3,314	3,314	5,681	5,681
20,000	20,000	11,690	AG	Legionella Testing	6,515	(5,175)	20,000	0
1,000	1,000	560	AG	PAT Testing	0	(560)	1,000	0
180,000	180,000	105,000	AG	Solid Fuel Appliances	148,720	43,720	181,488	1,488
450,000	450,000	262,500	AG	Gas Boilers Servicing	180,244	(82,256)	450,000	0
100,000	100,000	58,310	AG	Electrical Inspections	72,973	14,663	100,000	0
1,000	1,000	560	AG	Clos-o-mat Servicing	740	180	1,232	232
85,000	85,000	49,560	AG	Lift Maintenance	57,201	7,641	75,637	(9,363)
25,000	25,000	14,560	AG	External Painting Programme	368	(14,192)	631	(24,369)
8,000	8,000	4,690	AG	Service of Rainwater Harvest Systems	2,872	(1,818)	4,130	(3,870)
20,000	20,000	11,690	AG	Interior Decoration	19,320	7,630	33,120	13,120
947,000	947,000	552,370		Total Programmed Maintenance	527,538	(24,832)	939,820	(7,180)
2,701,440	2,701,440	1,576,030		Total Repairs and Maintenance - General	1,462,731	(113,299)	2,706,953	5,513
				Repairs and Maintenance - Special Works				
100,000	100,000	58,310	AG	Adaptations for Disabled	120,236	61,926	119,422	19,422
10,000	10,000	5,810	AG	Fence Programme	20,225	14,415	34,671	24,671
250,050	250,050	75,810	AG	Fire Safety Works	40,672	(35,138)	493,135	243,085
50,000	50,000	29,190	AG	Dampness Eradication & Condensation	31,580	2,390	55,040	5,040
10,000	10,000	5,810	AG	Loft Insulation	5,038	(772)	9,496	(504)
120,000	120,000	70,000	AG	Fuel Efficiency Measures	(2,093)	(72,093)	182,907	62,907
10,000	10,000	5,810	AG	Improvements Voucher Scheme	3,624	(2,186)	7,797	(2,203)
12,000	12,000	7,000	AM	Sanctuary Scheme	4,302	(2,698)	7,375	(4,625)
270,000	270,000	157,500	AG	Asbestos Surveys	116,397	(41,103)	199,538	(70,462)
150,000	150,000	87,500	AG	Asbestos Works	16,021	(71,479)	171,014	21,014
85,000	85,000	49,560	AG	Gutter Repairs/Improvements	94,661	45,101	130,670	45,670
0	0	0	AG	Renewal of Walls	0	0	0	0
100,350	100,350	58,570	AG	Handyperson Scheme	52,926	(5,644)	91,076	(9,274)
0	0	0	AG	Replacement Floors	0	0	0	0
30,000	30,000	17,500	AG	Structural Works - Subsidence	0	(17,500)	0	(30,000)
5,000	5,000	22,940	SB	Grant via Tenant Participation	3,366	(19,574)	5,770	770
20,000	20,000	11,690	AG	Energy Performance Certificates	11,328	(362)	10,336	(9,664)
10,000	10,000	5,810	AG	Path Repairs	24,608	18,798	0	(10,000)
10,000	10,000	5,810	AG	Minor Schemes	4,192	(1,618)	7,186	(2,814)
10,000	10,000	5,810	AG	Flat Roof Repairs	12,682	6,872	20,779	10,779
30,000	30,000	17,500	AG	Chimney Repairs	24,914	7,414	49,953	19,953
1,282,400	1,282,400	697,930		Total Repairs and Maintenance - Special Works	584,679	(113,251)	1,596,166	313,766

Annex C – HRA Detailed Account Page 2

EAST DEVON DISTRICT COUNCIL
REVENUE BUDGET MONITORING 2018/2019
HOUSING REVENUE ACCOUNT - DETAILED STATEMENT

2018/19			Service	2018/19			
Budget				Year to Date		Forecast	
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var
£	£	£	£	£	£	£	
SUPERVISION & MANAGEMENT							
Supervision & Management - General							
2,670,960	2,670,960	1,569,550	Employees	1,445,303	(124,247)	2,477,662	(193,298)
238,980	238,980	238,980	Premises	210,896	(28,084)	238,980	0
127,870	127,870	76,180	Transport	53,718	(22,462)	92,088	(35,782)
250,440	250,440	250,440	Supplies & Services	200,969	(49,471)	250,440	0
936,800	936,800	936,800	Corporate Support Services	936,800	0	936,800	0
262,690	262,690	262,690	Other Support Services	226,240	(36,450)	262,690	0
4,487,740	4,487,740	3,334,640	Total Expenditure	3,073,926	(260,714)	4,258,660	(229,080)
(2,760)	(2,760)	(2,760)	Income	(22,249)	(19,489)	(38,141)	(35,381)
4,484,980	4,484,980	3,331,880	Net Expenditure before Recharges	3,051,677	(280,203)	4,220,519	(264,461)
(454,640)	(454,640)	(454,640)	Recharge income	(454,640)	0	(454,640)	0
4,030,340	4,030,340	2,877,240	Net Supervision & Management - General	2,597,037	(280,203)	3,765,879	(264,461)
Net Expenditure Analysis by Cost Centre							
856,835	856,835	771,680	JG General Operational Management	640,002	(131,678)		
225,169	225,169	167,090	JG Strategic Lead Housing & support	179,175	12,085		
1,215,839	1,215,839	802,580	SB Landlord Services	716,315	(86,265)		
1,048,139	1,048,139	695,870	AM Housing Needs & Strategy	713,523	17,653		
1,107,679	1,107,679	761,380	AG Asset & Property	771,801	10,421		
31,319	31,319	29,260	AG Council House Sales	30,861	1,601		
4,484,980	4,484,980	3,227,860	Net Expenditure before Recharges	3,051,677	(176,183)		
(454,640)	(454,640)	(454,640)	Recharge income	(454,640)	0		
4,030,340	4,030,340	2,773,220	Total Analysis by Cost Centre	2,597,037	(176,183)		
Supervision & Management - Special							
70,160	70,160	49,260	SB Communal Areas Cleaning	50,101	841	85,887	15,727
40,880	40,880	29,550	SB Community Centres	19,927	(9,623)	34,161	(6,719)
10,000	10,000	5,810	AM Choice Based Lettings	4,549	(1,261)	7,798	(2,202)
313,000	313,000	313,000	SB Maintenance of Grounds	312,999	(1)	312,999	(1)
35,320	35,320	23,020	SB Play Areas	5,007	(18,013)	8,583	(26,737)
45,560	45,560	6,790	SB Estate Management	22,549	15,759	38,655	(6,905)
13,000	13,000	7,560	SB Anti Social Behaviour	0	(7,560)	0	(13,000)
410	410	210	SB Caretaking & Window Cleaning	0	(210)	0	(410)
35,021	35,021	20,440	AG Communal Areas Lighting	19,650	(790)	33,686	(1,335)
6,000	6,000	3,500	AG Shared House St Andrews Road Exmouth	287	(3,213)	492	(5,508)
5,000	5,000	2,940	AM Mutual Exchanges	6,632	3,692	11,369	6,369
26,080	26,080	15,190	AG Communal Areas Heating	7,674	(7,516)	13,155	(12,925)
5,000	5,000	2,940	AM Longitudinal Study	419	(2,521)	718	(4,282)
75,000	75,000	43,750	AG Stock Condition Survey	0	(43,750)	0	(75,000)
3,290	3,290	1,960	SB Tenants' Conference	2,323	363	3,982	692
15,000	15,000	8,750	AM New Build Feasibility	6	(8,744)	10	(14,990)
15,000	15,000	8,750	JG ASW Procurement	12,075	3,325	25,784	10,784
5,000	5,000	2,940	TC Decommissioning Costs	0	(2,940)	0	(5,000)
5,000	5,000	2,940	JG Business Plan Update	0	(2,940)	0	(5,000)
9,400	9,400	7,530	TC District Offices running expenses	5,435	(2,095)	9,317	(83)
777,470	777,470	501,580	TC Mobile Support Officers	522,692	21,112	777,470	0
85,000	85,000	65,630	SH Sheltered Schemes Equipment Maintenance	31,344	(34,286)	85,000	0
5,520	5,520	5,520	AG Sewage Treatment Works	6,599	1,079	11,313	5,793
1,601,111	1,601,111	1,129,560	Total Supervision & Management - Special	1,030,268	(99,292)	1,460,381	(140,731)

Annex D – HRA Detailed Account Page 3

EAST DEVON DISTRICT COUNCIL REVENUE BUDGET MONITORING 2018/2019

HOUSING REVENUE ACCOUNT - DETAILED STATEMENT

2018/19			Service	2018/19			
Budget				Year to Date		Forecast	
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var
£	£	£	£	£	£	£	
OTHER EXPENDITURE							
54,070	54,070	32,760	AG Sewerage - Repairs, Maintenance & Emptying	10,043	(22,717)	17,217	(36,853)
29,380	29,380	18,520	SB Tenant Participation	23,574	5,054	40,413	11,033
5,250	5,250	3,080	SB Tenant Scrutiny	6,279	3,199	10,764	5,514
2,030	2,030	1,190	SB Storage	0	(1,190)	0	(2,030)
5,130	5,130	3,240	SB Honiton - 38 St Pauls Road Heathpark	277	(2,963)	475	(4,655)
20,240	20,240	11,910	SB Community Development Work	8,308	(3,602)	14,242	(5,998)
0	0	0	SB Honiton Together	(500)	(500)	(857)	(857)
2,000	2,000	1,190	SB Minor Management Schemes	328	(862)	562	(1,438)
0	0	0	AG Road Repairs	745	745	1,277	1,277
1,020	1,020	630	SB Signs on Estates	813	183	1,394	374
8,120	8,120	4,760	SB Eviction Expenses	13,730	8,970	23,537	15,417
0	0	0	AG Off Street parking - Grants to Tenants	0	0	0	0
3,050	3,050	1,750	AG Pest Control Expenses	1,630	(120)	2,794	(256)
10,000	10,000	5,810	AG Gully Cleansing	0	(5,810)	0	(10,000)
31,470	31,470	29,410	AG Tree Felling and Planting	26,470	(2,940)	26,470	(5,000)
5,000	5,000	2,940	AG Landscaping	5,360	2,420	9,189	4,189
75,000	75,000	43,750	AM Removal Expenses (downsizing)	26,352	(17,398)	45,175	(29,825)
0	0	0	AG Private Water Supplies - Service & Maintenance	0	0	0	0
23,270	23,270	13,580	SB Removal of Rubbish	21,965	8,385	37,654	14,384
15,000	15,000	8,750	SB Best Value - Housemark	0	(8,750)	0	(15,000)
290,030	290,030	183,270	TOTAL OTHER EXPENDITURE	145,374	(37,896)	230,305	(59,725)
MAJOR REPAIRS ACCOUNT							
20,000	20,000	11,667	AG Heating Upgrades	46,640	34,973	46,640	26,640
0	0	0	COT heating upgrades	0	0	0	0
800,000	800,000	466,667	AG Gas Boilers Replacement	245,213	(221,454)	622,050	(177,950)
0	0	0	AG COT new boilers	8,834	8,834	27,950	27,950
300,000	300,000	175,000	AG Electrical Updating	14,852	(160,148)	300,000	0
150,000	150,000	87,500	AG Roof Renewal	80,649	(6,851)	150,000	0
350,690	350,690	204,569	AG Replacement Kitchens	200,242	(4,327)	350,690	0
190,000	190,000	110,833	AG COT kitchens	113,268	2,435	190,000	0
100,000	100,000	58,333	AG Replacement Doors	103,553	45,220	153,553	53,553
320,000	320,000	186,667	AG Replacement uPVC fascias etc	(6,192)	(192,859)	320,000	0
210,000	210,000	122,500	AG Replacement Bathrooms	93,941	(28,559)	210,000	0
70,000	70,000	40,833	AG COT bathrooms	69,231	28,398	70,000	0
10,000	10,000	5,833	AG Electrical Works on COT	82,139	76,306	18,339	8,339
1,886,000	1,886,000	1,100,167	AG COT: Other Expenditure	1,295,578	195,411	1,886,000	0
4,406,690	4,406,690	2,570,569	TOTAL MAJOR REPAIRS ACCOUNT	2,347,948	(222,621)	4,345,222	(61,468)

Annex E – Capital – Affordable Housing Expenditure

CHRAFF - Affordable Housing Expenditure	2018/19		
	Year to Date		
	Spend	RTB Receipts	HRA Cont.
	£	£	£
Purchased Property Name			
Hmo 102 St Andrews Rd - Exmth	7,517	2,255	5,262
66 Chestnut Way Honiton	173,476	52,043	121,433
4 Keats Close Exmouth	186,595	55,979	130,617
2 Elmdale Marley Road Exmouth	197,269	59,181	138,088
52 Shand Park Axminster	134,098	40,229	93,869
9 Buttercup Close Seaton	153,000	45,900	107,100
148 Salterton Road Exmouth	144,756	43,427	101,329
26 Orchard Close Sidford	160,886	48,266	112,620
5 Somerville Close Exmouth	221,359	66,408	154,951
71 Wordsworth Close Exmouth	195,600	58,680	136,920
28 Churchill Road Exmouth	218,685	65,605	153,079
9 Primrose Way Seaton	185,599	55,680	129,919
4 Evett Close Exmouth	199,699	59,910	139,789
17 Roseway Exmouth Ex8 2pp	107,785	32,336	75,450
Hmo 1 Morton Way Exmouth	921	276	645
Total	2,287,244	686,173	1,601,071
Budgeted Spend for Year	5,000,000	1,500,000	3,500,000
Residual Budget/Forecast Exp	2,712,756	813,827	1,898,929

Agenda Item 12

Report to: **Housing Review Board**

Date of Meeting: 22 November 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 12

Subject: **Housing Research Study Update: Your wellbeing Your home**

Purpose of report: To provide an update on the first stage of a joint three year project, with the University of Birmingham and LiveWest, exploring the relationship between housing and wellbeing.

Recommendation: **The Housing Review Board is invited to consider and provide feedback on the first year's results of our Your wellbeing Your home study.**

Reason for recommendation: The results of the study provide information the relationship between housing and wellbeing and landlord satisfaction. The results will support service improvement.

Officer: Natalie Brown, Information and Analysis Officer
nabrown@eastdevon.gov.uk

Financial implications: No financial implications at this stage

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

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

Link to Council Plan: Encouraging communities to be outstanding





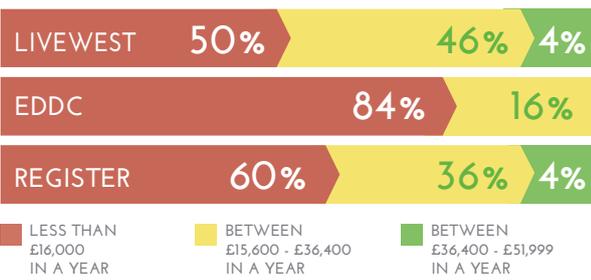
YOUR HOME YOUR WELLBEING

1500+ people from the South West of England have taken part in **the first stage** of a joint three year project exploring the relationship between **housing and wellbeing** with the Centre on Household Assets and Savings Management (CHASM) at the University of Birmingham, East Devon District Council (EDDC) and LiveWest.

The respondents to the survey were a sample of social housing tenants from EDDC and LiveWest and a sample of those who are on the waiting list for social housing (Register).

1. RESPONDENTS' INCOME

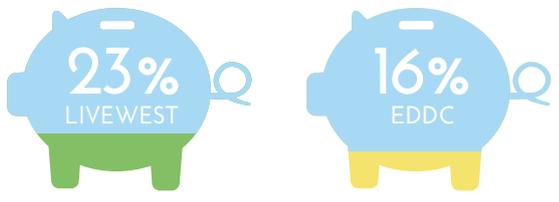
PROPORTIONS OF RESPONDENTS IN INCOME BRACKET PER SUB-SAMPLE:



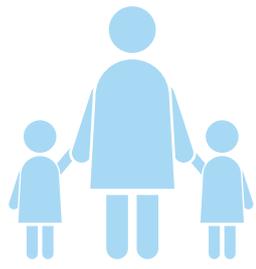
RESPONDENTS WHO HAVE RELIED ON HOUSING BENEFIT IN THE LAST 3 YEARS:



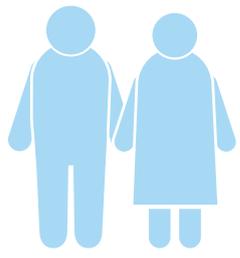
EDDC AND LIVEST RESPONDENTS ARE MORE LIKELY TO REPORT PROBLEMS WITH BENEFITS:



OF PEOPLE WHO HAD BENEFIT PROBLEMS SAID IT CAUSED THEM DIFFICULTY.

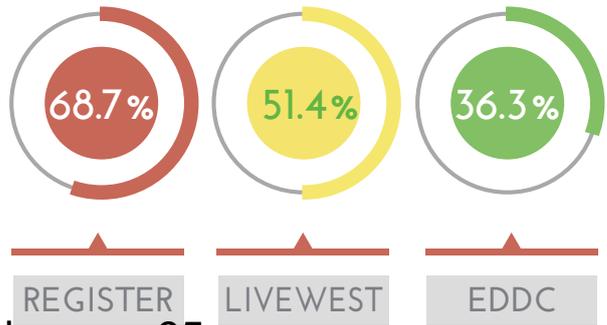


Women and households with children are more likely to experience benefit problems and to struggle financially.



Respondents over 65 years old are the most likely age group to struggle financially.

RESPONDENTS STRUGGLING TO MAKE ENDS MEET:

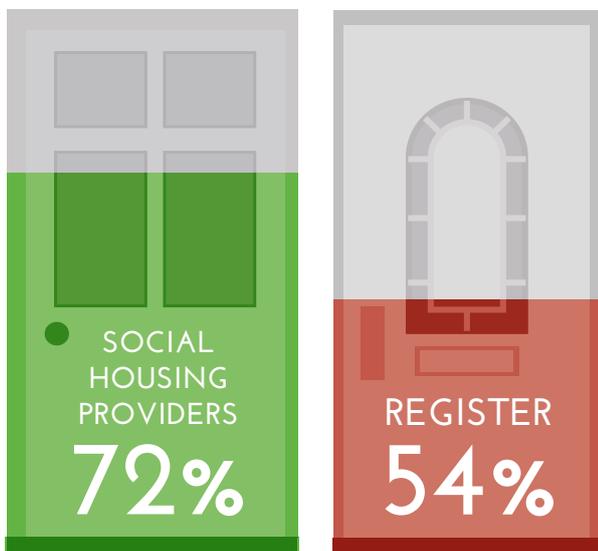




2. HEALTH AND WELLBEING

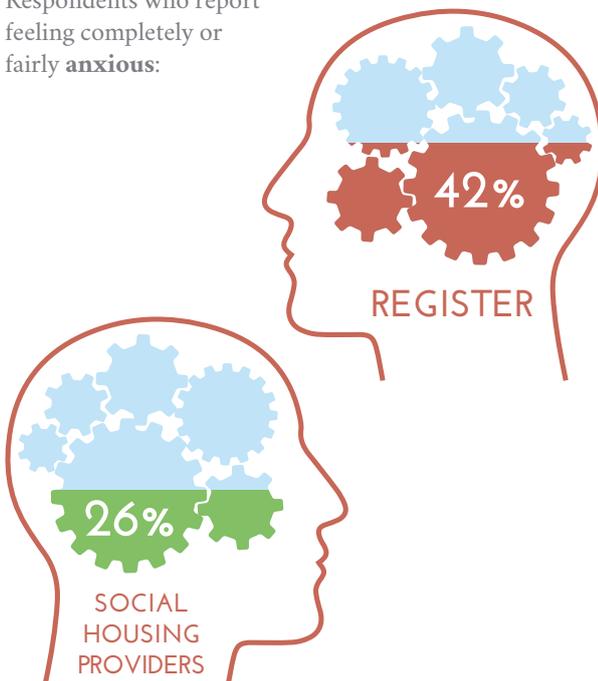
LIFE SATISFACTION

Respondents who report being completely or fairly **satisfied with life**:



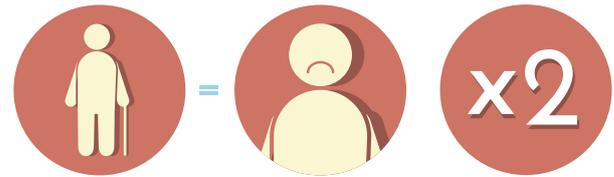
ANXIETY

Respondents who report feeling completely or fairly **anxious**:



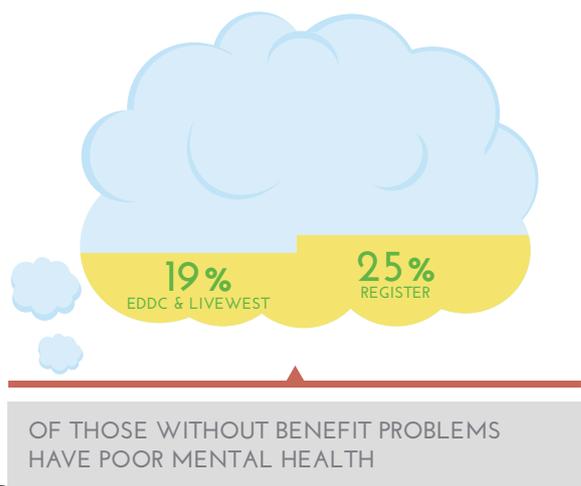
MOBILITY ISSUES

People with **mobility issues** are nearly **twice as likely** to say they are anxious than those without mobility issues.



BENEFIT PROBLEMS AND POOR MENTAL HEALTH

Poor mental health is more prevalent amongst those reporting **problems with benefits** for LiveWest and EDDC respondents. This trend cannot be found among Register respondents.





3. WELLBEING AND EXPERIENCE OF HOME

RESPONDENTS WHO ARE SATISFIED WITH THEIR LANDLORD:



LANDLORD SATISFACTION AND WELLBEING

GENERAL SATISFACTION WITH THE LANDLORD IS ASSOCIATED WITH MORE HAPPINESS AND LESS ANXIETY



SATISFACTION WITH LANDLORD MAINTENANCE AND REPAIRS IS ASSOCIATED WITH MORE HAPPINESS AND LESS ANXIETY



RESPONDENTS WHO REPORTED SPECIFIC PROBLEMS WITH THEIR HOME THAT AFFECTS WELLBEING:



TOP PROBLEMS REPORTED

EDDC & LIVEWEST:

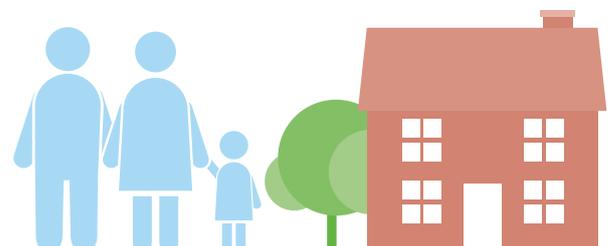


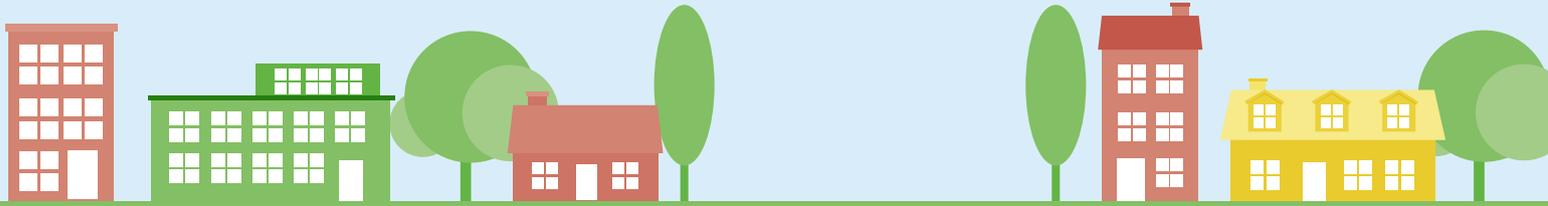
REGISTER:



REASONS FOR WANTING TO MOVE OR STAY IN CURRENT HOME

When asked what motivated respondents to stay in their current home or move to a new home, **the most important reason** is a desire for **long-term security** in their home. Other important reasons given are quality of life, affordability and suitability.





4. TENURE AND WELLBEING

HAVING A GOOD HOME MATTERS FOR OVERALL LIFE SATISFACTION

People who **feel secure** in their home are **more likely** to report satisfaction with their lives.

RESPONDENTS IN SOCIAL HOUSING HAVE BETTER WELLBEING

Those on the **Register** have significantly **lower wellbeing** and feel worse about their home.

Those on the **Register** are nearly **twice as likely** to be unhappy than EDDC and LiveWest respondents.



of EDDC and LiveWest respondents are **unhappy**



of Register respondents are **unhappy**

RESPONDENTS WHO DON'T THINK THEY HAVE PRIVACY IN THEIR HOME:



REGISTER



LIVEWEST



EDDC

RESPONDENTS WHO DON'T THINK THEY CAN DO WHAT THEY WANT WITH THEIR HOME:



REGISTER



EDDC & LIVEWEST

RESPONDENTS WHO DON'T FEEL SAFE IN THEIR HOME:



REGISTER



LIVEWEST



EDDC

For more information about the research this summary is based on, please contact Dr James Gregory j.gregory@bham.ac.uk or Prof. Andy Lymer a.lymer@bham.ac.uk. This project was undertaken by CHASM, supported by East Devon District Council and LiveWest. Find out more about this project and follow its updates over the next three years at www.bham.ac.uk/chasm.



This visual summary was edited and designed by the **Research Retold** team at www.researchretold.com.
Published in October 2018.





Report to: Cabinet
Date of Meeting: 28 November 2018
Public Document: Yes
Exemption: None
Review date for release: None

Agenda item: 13

Subject: Home Safeguard System Upgrade

Purpose of report: To gain approval for the expenditure necessary to upgrade the Home Safeguard call handling system as outlined in the attach Business Case. The upgrade is a necessity for the continuation of the Home Safeguard Service, which in addition to the alarm for private, sheltered and corporate customers, provides the Out of Hours service for East Devon District Council (EDDC) & Teignbridge District Council (TDC), plus lone working services for both Authorities.

Recommendation: That the contents of the attached business case for the upgrade of the Home Safeguard call handling system be approved.

Reason for recommendation: To continue to provide an outstanding service and honour existing contracts. The upgrade will enable us to offer a digital solution with the ability to offer a wider range of telecare equipment, and to expand the service.
 It will also enable us to remain competitive in the current market, and contribute to the Council’s income targets and Transformation Strategy.

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

Financial implications: To be completed by Finance.

Legal implications: There are no legal implications requiring comment.

Equalities impact: High Impact
 If choosing High or Medium level outline the equality considerations here, which should include any particular adverse impact on people with protected characteristics and actions to mitigate these. Link to an equalities impact assessment form using the [equalities form template](#).

Risk: Low Risk

Links to background information:

Link to Council Plan: Continuously improving to be an outstanding council.

1. Background

- 1.1 Home Safeguard's current operating system PNC 6 was installed by Tunstall back in 2010. We are now two versions behind their system currently being marketed. It is crucial to our business that our system is up to date and is in line with latest technology in call handling, but also a system that enables us to use technology (devices, sensors and apps) putting people in control of their own health, wellbeing and support, keeping them safe, well and independent.
- 1.2 A call handling system is a database where all customer data (name, address, medical information and contact details) is held plus telecare equipment installed (alarm, falls detectors, smoke, heat sensors, etc.). When an individual activates or a sensor detects an issue the equipment generates a call through to the control centre, and all data relating to the customer, and the device activated, will automatically be displayed. This enables the call handler to take the appropriate action, whether it be contacting a personal contact of the customer or calling one of the emergency services directly. Built into the system is call priority which ensures the most urgent call is actioned first, so that a smoke detector will automatically be given higher priority than an out-of-hours call.
- 1.3 Also built into any call handling system will be monitoring of the equipment in the customer's home, such that the system and devices are checking in with each other constantly so that any failure will be highlighted. Examples of this would be low battery on a device or mains failure in the customer's home.
- 1.4 The scale of the changes to our population that will take place over the next ten to fifteen years will put huge strain on health and social care services financially and also in terms of the workforce and informal carer support availability. Further increased efficiencies and cash savings expected from both Councils and the NHS mean urgent changes are needed leading to whole system redesign. It is important the council makes a commitment to expanding its telecare service, as it can enable a way of supporting individuals to live independently in their own homes, which could also assist with management of the financial pressures.
- 1.5 Telecare can sustain people with a wide range of conditions in their own homes, and offer support to their carers, so that resources which would otherwise be spent on hospital, residential or nursing care can be allocated elsewhere in the health and social care system. More specifically an effective telecare service can help vulnerable people achieve:
 - Increased choice and independence;
 - Reduce risk and make them feel safer;
 - Early intervention and prevent a crisis.

2. Existing call handling system

- 2.1 The system currently in place, PNC6, is analogue based, therefore one of the reasons for upgrading is the imminent action by Government to move all call handling from analogue to a digital network by 2025.
- 2.2 The upgrade is a necessity for the continuation of the Home Safeguard Service, which in addition to the alarm for private, sheltered and corporate customers, provides the Out of Hours service for East Devon District Council (EDDC) & Teignbridge District Council (TDC), plus lone working services for both Authorities.
- 2.3 Technology Enabled Care (TEC) is a fast growing, national drive, which is part of the adult and social care initiative to help people stay living at home, while detecting changes in their personal wellbeing and needs as early as possible. Currently we are very reactive as our system has limited ability to add new telecare equipment, but we need to be able to use

more advanced monitoring equipment that PNC6 will not support. In this way we will be able to act on an individual's needs before they cause a more debilitating issue for them.

- 2.4 With our current system we hold a stock register that we manage manually which means a member of staff having to programme equipment as well as enter it onto the system. New systems allow a more sophisticated stock control such as scanning bar codes making all of this activity automatic. Direct input will mean that new service user installations will not be as paper based with numerous forms for staff to fill in, as the system will enable direct input so that any potential data protection issues will also be reduced, as staff will no longer be carrying the paperwork with them around the district. A more automated system would be in line with our systems thinking priority of reducing waste and risk from our activities.

3. Reasons for upgrade

- 3.1 Tunstall PNC6 lacks the features to enable the authority to generate a number of performance indicator reports, such that we currently manually extract data to populate spreadsheets we devise to give us the performance data required for our own in-house performance monitoring and also by the Telecare Standards Association (TSA). Available reports are limited; only standard reports are available and there is no facility to run bespoke reports to meet the specific needs of the Home Safeguard call centre.
- 3.2 A new lone worker solution is required for EDDC and TDC as PNC6 is not compatible with new lone worker devices currently on the market. These would provide GPS location, emergency SOS/panic activation.
- 3.3 PNC6 is not GDPR (General Data Protection Regulations) compatible as we currently have to manually extract data to know which records we have to delete. This is important as we cannot hold records for more than one year after someone has left the service, so we have to run frequent reports to tell us which records must now be deleted. New systems provide automatic record deletion ability so that records will be managed in a more business-like fashion.
- 3.4 A new system, in being compatible with a greater range of devices, will enable more mobile working and programming of equipment on site, rather than having to return to base to manually programme devices and then re-visit the customer for installation.
- 3.5 As a business, it is also imperative that we are able to compete with other local providers within the market and offer a wide range of services that meet the needs of service users. System upgrade will enable growth of the service.
- 3.6 Other considerations include the Uninterruptable power supply (UPS) batteries for the current system need to be replaced. The cost of replacement would be around £4,700. Also to offer a full 24/7 Disaster Recovery for the alarm and out of hours, the reciprocal arrangement currently with Exeter supports only the alarm service.

4. Vision for the service

- 4.1 In order to grow, Home Safeguard requires a digital platform with the capability of offering full assistive technology, and having a new call handling system is the first stage of this commitment. Investment in this market is entirely consistent with the ageing population and demographic of the district, and its continuing appeal as a popular retirement area.
- 4.2 The current location of Home Safeguard at Lymebourne Park in Sidmouth is not suitable to meet our long term business needs as there are multiple problems with the building itself and its lack of suitability for expansion. This gives us the opportunity to relocate to two locations; to Exmouth Town Hall where the new equipment and the existing hardware can

be located while providing an improved and updated office working environment alongside the rest of the Housing Service, and maintaining a presence in Sidmouth to provide our disaster recovery arrangements. The latter can be achieved via our support service cluster office located at 90 Lymebourne Park which will also continue to house Mobile Support Officers for this part of the district.

- 4.3 Within the telecare industry there are strict standards and codes of practise that apply. To achieve our ambitions to expand or grow the service, and still to recognise the Telecare Services Association (TSA) standards, we will need to review our staffing levels, having more than one call handler on shift at all times rather than just during the busier periods as at present. To accomplish this we will need more operator terminals, which can be achieved at our new locations with the additional of workstations, but not at Lymebourne House, our current location.
- 4.4 Customer feedback tells us that a responder service would be valued in the district. Emergency services are unable to prioritise calls to help someone who has fallen, for example, but needs no medical treatment or other specialised intervention, and where there is no other local contact to summon. This service is market driven and there are several examples of where it has been operating effectively in parallel with the telecare service in other parts of the country.
- 4.5 For Home Safeguard it would provide income generation, fill an identified gap in the market that is not currently being provided in East Devon and give us the second call handler on shift who would then become the first responder as and when required. In this way initial costs would be contained, then as demand grows it may be necessary to recruit more specialised responders. This way of working helps us to work on a 'case management' basis, seeing the actions through for a customer ourselves from initial call to successful outcome, therefore not needing to involve emergency services in many cases.
- 4.6 Having a secondary location will enable us to operate from either location at times of emergency or inclement weather/staff sickness/increasing call volumes. Currently our disaster recovery arrangements are with Exeter City Council who are able to call handle our alarms for us, but only one at a time, and do not have the ability to handle the other out of hours or business calls. As Exeter City are not upgrading their call handling system at this time we are committed to continue to provide the disaster recovery provision for them, but this will no longer be a reciprocal arrangement. Greater resilience and business continuity can be gained by establishing our own disaster recovery arrangements at 90 Lymebourne Park, so that in times of emergency we are able to provide our own call handling service, at our normal or increased volumes, and for all types of call rather than just for alarm calls.
- 4.7 Looking at other income based business opportunities there are a great variety of diverse services that a 24/7 call centre can provide. There are many examples emerging across the sector, and these will be something for us to consider in the medium term, such as a handyman service, car park payment machine monitoring or carer attendance monitoring.
- 4.8 Our ambition to increase our market presence with more advertising, vehicle logos, working with partner agencies, improved website and social media coverage is already underway. Moving forward our Marketing Plan will be refreshed within the Home Safeguard Strategy, which is currently under development. Initially there will have to be some investment into the business in order for Home Safeguard to play its part in the Council's Transformation Strategy.

5 Cost of system upgrade

- 5.1 Our proposal is to procure through the Northern Housing Consortium's framework agreement as this is specialist hardware/software.

- 5.2 Further details are contained within the Home Safeguard System Upgrade Business Case (annex 1), which shows costs provided by the framework which are estimates only, as accurate figures could not be provided at this stage of the process. Costings are unique to each service provider and our own will emerge if/when we get further along the tender process.
- 5.3 The business case describes an increase in support and maintenance charges from £17,751 to £45,000 annually. This is due in part to an increase in call handling terminals from 3 to 8, and the figure provided by the consortium is an estimate at the 'top end' based on either a cloud based system or a hardware system. It is impossible for us to be more precise at this stage of the process. The same applies to the initial set up cost of £44,000 which, again, is an estimate based on the costs of other organisations of varying sizes.
- 5.4 If this report is agreed at Cabinet, a capital bid will be submitted for the sum of £55,000 which will include a contingency of £11,000.
- 5.5 This business case has been considered and agreed by the authority's Strategic Management Team.
-

Business Case

Call Handling upgrades – Home Safeguard (EDDC)

Author:	David Sercombe
Date:	18 th September 2018
Business Owner:	Sue Bewes
Version:	0.3

Current Situation and Issues

Both East Devon District Council (Home Safeguard) and Exeter City Council (Home Call) are currently using the same community alarm solution – Tunstall PNC6. Both councils, through coincidence, replaced their previous systems early in 2010.

As both organisations are operating as businesses it is important that their IT systems are kept current and we are aware that technology in this field has moved on a long way in the past couple of years. Although functional, the existing systems are proving to lack the functionality and flexibility that the councils and the customers expect. We are also looking to achieve improved service resilience and more robust disaster recovery arrangements with a system upgrade.

Tunstall PNC6 lacks the features to enable the authorities to achieve the Telecare Standards Association (TSA) standards. Although neither council are pursuing TSA accreditation at this time, it is something that the Department of Health are working with the TSA to ensure the entire telecare industry complies with key quality and safety standards. This potentially means that all call centres will need to be accredited in order to continue offering the service in future.

The IT equipment is completely separate from the rest of the Council IT infrastructure, and is maintained by current supplier Tunstall. Each Council however still need to provide and maintain the physical space, cooling, power and battery backup solutions. Since the last replacement in 2010 the industry is now offering hosted solutions, which will remove the reliance on Council systems in order to function. A hosted solution needs to be considered as is our preferred starting point.

Since 2016 East Devon and Exeter have offered each other a reciprocal disaster recovery (DR) service. There is an ECC Tunstall server based in East Devon and an EDDC server based in Exeter. Should there be a failure at either site, there is the ability to operate from the other site.

East Devon District Council are relocating offices and as a consequence there is now dedicated space available to run the Home Safeguard service from the new Exmouth Town Hall offices. The council therefore wants to free up the existing office space in Lymebourne House, currently occupied by Home safeguard.

In addition to the relocation, the existing hardware used to provide the call monitoring service is over 8 years old. This is at the limit of the expectation for server hardware, and as a result there is now an increasing risk of a hardware failure. This is mitigated by having a full support contract with Tunstall, however given the nature of this service, any outages caused by hardware failure however brief, could have significant impact on customers.

Other issues

The current system lacks some of the functionality expected of a modern system. Such as:

- The need to be compliant with current Telecare Standards Association (TSA) standards;
- A system compatible with the wide variety of Telecare and Telehealth equipment;
- Availability to diverse groups of customers to enable service users with cognitive or sensory impairment or speech defects to receive the service;
- SMS facilities, which is now becoming standard practice between control centre and service user;
- GPS and location devices with the ability to use anywhere and not restricting service users to home devices (avoiding isolation);
- A Lone Worker solution;
- A wider range of performance reports that are easy to access;
- The flexibility to login in and call handle from any location, e.g. during bad weather conditions or if faced with a Disaster Recovery situation.
- The battery backup capability for the current system has been reported by the supplier as only 3 hours and needs replacing. This is present a current risk to operations.

Proposed Solution

It is proposed that a tender exercise is undertaken to choose a new system to address the concerns and short fallings of the current offering.

The quickest route to procure will be via a framework. One such framework, the Technology Enabled Care Services Framework. If the business case is approved then it is recommended that we procure through this framework.

Discussions with Exeter City Council have concluded that ECC are not yet in a position to upgrade or replace their existing system. There a 2 separate contracts with the existing supplier, Tunstall, which means that Exeter can remain on their contract whilst East Devon undertake a procurement exercise independently of Exeter. The DR arrangement for Exeter, whereby EDDC host an ECC server will continue, however full costs for moving the server from its current location in Lymebourne House to the new location will need to be understood and borne by the project. East Devon's DR arrangement will be considered as part of the procurement.

Due to the nature of the system and the service it provides it is essential that the system is available 24/7/365 and supported at all times. Therefore in line with current arrangements, it is recommended that Strata do not host any of the hardware or equipment and that the supplier has full responsibility for this. This could either be in a fully supported, on premise solution that is completely independent from the Strata Infrastructure, or a similarly independent cloud hosted solution. If any of the system were to be managed or supported by Strata, a different level of support

arrangements would be required so that Strata would have full 24/7 support service in place. This level of support is not possible within current resource levels and budget.

Scheduling & Resources

The headline tasks required for procurement and implementation are outlined below. These are indicative only and based on previous time scales estimated by Sue Bewes.

Task	Responsibility	2018			2019				
		Oct	Nov	Dec	Jan	Feb	Mar	April	...
BC Sign Off	EDDC								
Finalise Specification	EDDC/ Strata								
Prepare Tender Docs and issue	EDDC								
Receive Responses, evaluate and award	EDDC, Strata								
Standstill	-								
Implementation	EDDC, Strata, supplier								

Other Options that were Considered and Dismissed

Do nothing:

This option of not upgrading the system was considered. However due to issues outlined above this was not an option

High-level Risks of Proposal

Risk	Impact	Mitigating actions
Full costs for Business case not available. These are based on indicative costs from the Framework	M	Highest costs provided in the Business Case with
Telephony requirements not fully understood at this time	H	Requirements will be included in specification prior to procurement.
Lack of resource from EDDC to implement system	H	Assurances that resource will be fully committed prior to commencement of project.

Strategic Benefits

Item	Benefit
1	Supports the home safeguard business
2	Ensures ongoing support of key business system
3	
4	
5	

Other Standard Considerations

Item	Benefit	Impact (High, Med, Low, None)
1	Systems Administration	Medium
2	Equality & Diversity	None
3	Data Protection	Medium

Quality Assurance

	Comments	Name and Date
Business Systems Manager		
Infrastructure & Support Manager		
Security & Compliance Manager		
Strata Accountant (Finance)		
Data Protection Officer		
Procurement		
Legal		

Costs and Savings

Current Costs	Year 1	Year 2	Year 3	Year 4	Year 5
EDDC Support and Maintenance	£17,751	£17,751	£17,751	£17,751	£17,751
Total Current Costs	£17,751	£17,751	£17,751	£17,751	£17,751

Direct Costs of Proposal	Capital	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware	£26,000					
Support and Maintenance		£45,000	£45,000	£45,000	£45,000	£45,000
Installation	£13,000					
Penetration Test	£5,000					
Total Direct Costs	£44,000	£45,000	£45,000	£45,000	£45,000	£45,000
Yearly Costs / Savings(-ve)	£44,000	£27,249	£27,249	£27,249	£27,249	£27,249
Cumulative Costs / Savings(-ve)	£44,000	£71,249	£98,498	£125,747	£152,996	£180,245

Other Costs of Proposal	Capital	Year 1	Year 2	Year 3	Year 4	Year 5
Costs of borrowing						
Contingency 25 %	£11,000	£11,250	£11,250	£11,250	£11,250	£11,250
Total Other Costs	£11,000	£11,250	£11,250	£11,250	£11,250	£11,250

Total Proposed Costs	£55,000	£56,250	£56,250	£56,250	£56,250	£56,250
Total Yearly Costs / Savings(-ve)	£55,000	£38,499	£38,499	£38,499	£38,499	£38,499
Total Cumulative Costs / Savings(-ve)	£55,000	£93,499	£131,998	£170,497	£208,996	£247,495

Note 1: This costs are based on indicative figures from the Framework. More detailed figures are not available at time of writing business case

Business Case Approval – Authority to progress to procurement

Strata

Position	Name	Signature	Date
IT Director	Laurence Whitlock		

East Devon

Position	Name	Signature	Date
Finance Director	Simon Davey		
Client Lead	Karen Jenkins		
Service Lead	John Golding		
Key Officer 1.	Sue Bewes		
Key Officer 2.	Sue Hodges		