

Agenda for Housing Review Board

Thursday, 20 September 2018 - 2.30pm



[Members of the Committee](#)

Venue: Council Chamber, Exmouth Town Hall, EX8 1AW
[View directions](#)

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Part A matters

- 1 [Public speaking](#)
- 2 [Minutes for 21 June 2018](#) (pages 4 - 11)
- 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](#) – none identified
- 6 Confidential/exempt items – 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** (pages 12 – 13)
Strategic Lead, Housing, Health and Environment
- 8 **Community Development update** (pages 14 - 15)
Landlord Services Manager
- 9 **Housing Green Paper – A new deal for social housing** (pages 16 - 33)
Strategic Lead, Housing, Health and Environment
- 10 **Consultation on the use of receipts from Right to Buy sales** (pages 34 - 62)
Strategic Lead, Housing, Health and Environment
- 11 **Award of the Integrated Asset Management Contract** (pages 63 - 72)
Property and Manager
- 12 **Revision to tenancy agreement** (pages 73 - 123)
Housing Projects Officer

- 13 **Lift replacement at Poplar Mount, Axminster** (pages 124 - 128)
Property and Asset Manager/Landlord Services Manager
- 14 **Roof replacement – various sites** (pages 129 - 132)
Senior Technical Officer- Asset Management and Compliance
- 15 **Compliance monitoring** (pages 133 - 144)
Property and Asset Manager
- 16 **Legionella policy** (pages 145 - 158)
Property and Asset Manager
- 17 **House of multiple occupation purchase, Exmouth** (pages 159 - 167)
Housing Enabling and Allocations Manager
- 18 **Adaptations to Council properties** (pages 168 - 171)
Property and Asset Manager
- 19 **Draft of the Annual Report to Tenants 2017/18** (pages 172 – 176)
Housing Projects Officer
- 20 **Rent payment cards** (pages 177 - 182)
Landlord Services Manager
- 21 **Installation of defibrillators across East Devon** (pages 183 - 184)
Landlord Services Manager
- 22 **Housing Revenue Account update to August 2018** (pages 185 - 193)
Housing Accountant
- 23 **Void performance** (pages 194 - 197)
Property and Asset Manager/Housing Needs and Strategy Manager
- 24 **Quarterly monitoring report – quarter 4** (pages 198 - 216)
Information and Analysis Officer
- 25 **Housing Review Board coach trip**
Strategic Lead, Housing, Health and Environment
- 26 **Date of the next Housing Review Board meeting**
To note the dates of the Housing Review Board meetings for the forthcoming 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.

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 21 June 2018

Attendance list at end of document

The meeting started at 2.30pm and ended at 4.50pm.

***1 Public speaking**

Councillor Steve Gazzard declared a personal interest as a council tenant. He then raised the issue of the method of payment for tenants to pay their rent. The previous rent book had been replaced by a card, which he reported was causing some tenants problems when paying with the card at the post office. He asked whether the change from rent book to card had ever been consulted with tenants and formally agreed through the committee decision making process.

The Rental Manager explained that the cards had to be implemented quickly as the computer software running the rent books was no longer supported by the IT system, as there was no longer anyone in Strata that could run the interface. It was not possible to put the tenants' rent payment information on the cards as these were produced by an outside company, which raised data protection issues, and the rent amount changed annually.

Officers reported that they were not aware of any problems in terms of tenants paying their rents, as rental income performance remained very high, and would be interested to know of the specific issues experienced by tenants paying rent via the Post Office. The Strategic Lead – Housing, Health and Environment apologised that the Board had not been informed of the change and agreed to bring a report to the next Board meeting to explain the rationale and process behind the change.

RESOLVED: that a report explaining the rationale and process behind changing some tenants from rent books to cards be brought to the next meeting of the Housing Review Board.

***2 Appointment of vice-chairman**

The Chairman welcomed all those present to the meeting and invited everyone to introduce themselves.

Nominations for Vice Chairman were received for co-opted tenant member Peter Sullivan.

RESOLVED: that tenant representative Peter Sullivan be appointed Vice Chairman of the Board for the ensuing year.

***3 Minutes**

The minutes of the Housing Review Board meeting held on 8 March 2018 were confirmed and signed as a true record.

***4 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.

***5 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.

During the meeting the following items were added to the forward plan:

- Explanation of the change from the use of rent books to rent cards.
- Update report on the integrated asset management procurement exercise.
- Further implications from the Grenfell Tower fire enquiry,
- Modular homes in East Devon.

RESOLVED: that the forward plan be noted and updated.

***6 Tenant Scrutiny Panel report – scrutinising community centres**

Sylvia Martin, tenant representative of the Tenant Scrutiny Panel (TSP) presented the TSP report reviewing the recommendations of scrutinising community centres. The previous review and report had found that community centres had largely been neglected and looked sad, outdated and unwelcoming. Upon review the TSP found a vast improvement, with evidence of efficient management and good organisation. Upcoming events were well advertised and there was an improvement in the use of the premises.

A continuing problem was with the cleaning of the community centres, particularly after events, as cleaning was done on a timetable which did not necessarily always coincide with bookings. It was hoped that the profile of the community centres could continue to be raised as there was a common misconception that they were only available to council tenants.

In conclusion the report made the following recommendations:

1. Make a 5 year plan for the refurbishment and modernisation of community centres a matter of urgency.
2. Make the financial statement easier to comprehend with more detail on individual centres, including utility usage.
3. Clarify the contractual cleaning responsibilities of StreetScene and their implementation.

The TSP thanked and congratulated all the officers that they had worked with on the project for their contribution and support. On behalf of the Board the Chairman thanked the TSP for their fantastic work.

RESOLVED: that the Tenant Scrutiny Panel report and its recommendations be noted.

***7 Homelessness in East Devon**

The Board received the Strategic Lead – Housing, Health and Environment's report which had been presented to Cabinet in June. The report highlighted the challenges EDDC were facing with rising levels of homelessness and securing temporary accommodation and long term affordable housing for homeless households. This had implications on the Housing Revenue Account and was therefore important for the Board to be aware of.

East Devon had experienced an increase in homelessness consistent with national trends, and an extended set of statutory duties to tackle homelessness. Homelessness had always been a priority for the Council and had been managed through prevention, timely advice

and assistance, early intervention, resulting in relatively low numbers of homeless cases and the minimal use of temporary accommodation.

There had been an increase in homeless approaches, more complex cases and a reduction in available accommodation, resulting in a build-up of homeless cases in temporary accommodation. This did not appear to be a seasonal or short-term variation, and when the impact of the Homelessness Reduction Act 2017 and welfare benefits reductions was factored in, there was a need to plan for a continuation of this trend. A careful review of the Homelessness Strategy was also needed.

It was noted that it was costing more to provide temporary accommodation and the budget had increased significantly. There was a shortfall between the amount the benefits system would pay and the actual cost of providing accommodation. However the Council had a statutory duty to meet any overspend resulting from the implementation of homelessness duties. It was essential that good value for money was achieved and to optimise subsidy claims when securing temporary accommodation. There was a need to ensure a greater supply of temporary accommodation available, to expand the rent deposit and bond scheme to get more people into the private rented sector and try to create more shared houses.

Concern was expressed that other agencies were not providing enough support and that a whole review of help and support was needed. East Devon were frequently being asked to provide not just a property, but one 'with help', with no additional support available to offer to people with a greater complexity of needs. For example, for people coming out of prison and hospital discharges. It was noted that the housing officers met with other agencies when there were particular crisis's with individuals, but other agencies tended to refer to EDDC rather than help with solving the issues. There needed to be an awareness with other partner agencies that EDDC was struggling with its duty. In particular it was felt that housing associations could do more to house homeless applicants.

The Strategic Lead – Housing, Health and Environment's report proposed (and Cabinet had agreed) to the creation of a temporary or homeless accommodation officer post to support households in temporary accommodation and source new temporary accommodation for homeless households.

The Strategic Lead – Housing, Health and Environment was congratulated for his excellent report and the housing service was thanked for all the work they undertook.

RESOLVED: that the report on Homelessness in East Devon and the recommendations approved by Cabinet be noted.

***8 Housing and safeguarding report to Devon Safeguarding Adults Board**

The Strategic Lead – Housing, Health and Environment presented to the HRB a report he had produced for the Devon Safeguarding Adults Board on housing and safeguarding. He wanted EDDC to be seen as an exemplar in terms of good practice.

It was noted that safeguarding was the core responsibility and business for a housing provider. There was a lot of good practice amongst housing providers, but there was still room for improvement. Safeguarding for adults was a relatively new responsibility for social housing providers and there was still a lot of learning. This also involved good leadership at a senior level, and good training at all levels, including with partners and contractors.

On behalf of the Board the Chairman thanked the Strategic Lead – Housing, Health and Environment for his report.

RESOLVED: that the report to the Devon Safeguarding Adults Board be noted by the Housing Review Board.

9 Rental exchange scheme

The Landlord Services Manager's report updated the Housing Review Board on the effects of the General Data Protection (GDPR) on the Rental Exchange Scheme.

It was reported that under the new GDPR regulations it was unfair to expect tenants to opt out of the scheme and that Experian were unable to offer a suitable opt in scheme.

RECOMMENDED: that Cabinet approve that no further (previously agreed) action be taken towards implementation of the Rental Exchange Scheme.

***10 Integrated asset management procurement update**

The Board considered the report of the Property and Asset Manager, which updated members on the progress of the integrated asset management procurement process, which was still on track with the timetable.

A three stage procurement process was being used:

- Standard Selection Questionnaire (SQQ)
- Invitation to Submit Initial Tender (ISIT)
- Negotiation stage leading to an Invitation to Submit a Final Tender (ISFT)

A bidders day took place on 28 February 2018, with representatives from seven companies attending. Expressions of interest were received from 21 different companies, with seven bidders submitting their SQQ by the deadline. A successful ISIT bidders day was held on 25 April. Subsequently, one of the incumbent providers announced that they would be withdrawing from the process as they felt the new model did not fit in with their future business plans. The six remaining bidders submitted their ISIT responses by the deadline with the three highest scoring bids moving through to the final stage of evaluation.

The negotiation stage began on 11 June and consisted of an initial one day of negotiations with each bidder. Bidders would then be asked to submit their final tender (ISFT), incorporating any adjustments that had arisen during the negotiation phase. Officers had attended the Tenant Involvement Forum to ensure that tenants were kept informed of progress and thanked those tenants that had been involved to date. Members wanting further information relating to the procurement between HRB meetings were invited to contact the Property and Asset Manager directly with any queries or concerns.

It was noted that additional support had been required from procurement consultants, echelon, and that therefore the procurement costs had increased, but this additional investment was worthwhile and vital to ensure the most suitable partner to work with over the next 10 years was selected.

RESOLVED: that progress made by officers in relation to the procurement of the new integrated asset management contract be noted by the Housing Review Board.

11 Void property – 4 Camperdown Terrace, Exmouth

The Housing Enabling and Allocations Manager's report sought a decision on how to deal with the void process of a council property when taking into consideration possible Exmouth regeneration aspirations.

4 Camperdown Terrace was a three bedroom detached house standing in large grounds. The property was in a poor condition and required almost complete refurbishment, since becoming vacant at the end of October 2017. The property/grounds had always been considered as having the potential to unlock further redevelopment of that part of Exmouth, including demolition and building of affordable homes. Since the property had become vacant officers had been looking into various options: treat as a standard void and rent to a family, to convert into a shared house for single people, or demolish and develop for council housing.

The options outlined in the report for the property were:

Option 1 – Make secure and leave the property empty.

Option 2 - Demolish and leave the site redundant for years whilst waiting for any possible regeneration works to commence. This was likely to cost circa £26,000 plus vat. Plus additional costs to fence off the site.

Option 3 – The housing department / housing company to develop the site independently of any future plans to regenerate this area, this could be to the serious detriment of any future regeneration redevelopment opportunities in this area.

Option 4 – To convert into a shared house for three single people. Conversion costs around £1,200 - £1,800 m2. Estimated area of 90m2 at an average figure of £1,500 m2 = approx. £135,000.

Option 5 - To commit approximately £40,000 and rent it to families under a licence or flexible tenancy agreement. This may only be for five years, but maybe longer. If the potential arose to redevelop the site in conjunction with any regeneration proposal this could then be fully considered without the implications of a standard tenancy being in place. Weekly rent £90.07 = £4,683 per annum over five years = £23,418 less costs for void periods, rent loss and management and maintenance costs. Bed and Breakfast / temporary accommodation costs for a three bedroom property is on average £250 per week, £12,000 per annum with a potential saving to the council over five years of around £52,000.

RECOMMENDED: that Cabinet agree to the progression of option 5 – to agree an appropriate level of funding from the HRA to complete necessary works to make the void property habitable, whilst taking into consideration the potential regeneration plans for Exmouth.

12 Financial monitoring report – HRA draft accounts 2017/18

The Strategic Lead – Housing, Health and Environment presented the Housing Accountant's report which provided the Board with an extract from the draft statement of accounts for 2017/18 for items relating to the Housing Revenue Account (HRA). The HRA showed the main areas of anticipated income and expenditure on landlord activities for the year. 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 2017/18 budget was set to achieve a surplus of £0.522m. The final position gave a surplus for the year of £0.801m. This leads to an increase in the HRA balance of £0.662m.

The adopted range for the HRA balance was £2.1m to £3.1, which leaves the HRA £0.801m above the adopted range and it was recommended to members that this sum be transferred to the Future Housing Development Fund.

The main variants in the outturn position were set out in the report and noted.

RECOMMENDED: that Cabinet agree the recommendation within the narrative report from the Strategic Lead Finance to add the £0.8m in year surplus to the New Housing Development Fund.

RESOLVED: that the extract report from the 2017/18 Statement of Accounts relating to the Housing Revenue Account be noted.

***13 Modular homes in social housing**

The Board had previously expressed an interest in learning more about the potential for using modular homes as part of the Council's response to housing need. The Property and Asset Manager presented her report, which raised awareness of this alternative form of housing supply. Modular housing was factory-produced housing, which was fabricated off site, then completed once put into position.

The advantages of modular construction were:

- speed of building
- cost
- efficient use of space
- construction quality

However, there were many issues to be taken into account when considering modular housing for the social housing sector, with much to be learnt from studying the experiences of other providers.

The Chairman commented that it was interesting to know the approaches that other housing providers in the country took with regard to modular homes. There were small parcels of land available in the district and acquisition opportunities available to consider. It was suggested that modular homes be added to the list of housing considerations, particularly in view of the need for urgent accommodation in the district. It was noted that the Overview Committee had also been investigating the provision of modular homes.

RESOLVED: that the modular homes be added to the forward plan and a provider of modular housing be invited to a future meeting of the Housing Review Board.

***14 Dame Judith Hackitt's final report**

Dame Judith Hackitt's final report on her review of Building Regulations and Fire Safety, following the Grenfell Tower tragedy, was brought to the Board's attention. It acted as a reminder to EDDC as a housing authority and responsible landlord of its responsibility for fire safety in its buildings.

The Compliance Surveyor outlined a number of fire safety actions being taken by EDDC to keep tenants safe. She advised that all tenants and leaseholders would be written to and offered guidance. It was suggested that the fire safety checks to be undertaken by a specialist consultant be video recorded and shown to the Board in a future meeting

The Hackitt review showed that in too many cases people who should be accountable for fire safety had failed in their duties. In future, the Government would ensure that those

responsible for a building must demonstrate that they have taken decisive action to reduce building safety risks and would be held to account.

RESOLVED: that Dame Judith Hackitt's final report be noted by the Board.

15 Request for exemption to contract standing orders – extension to Homemaker contract

The Board considered the Rental Manager's report, which asked them to recommend to Cabinet the approval for Landlord Services to request an exemption to contract standing orders so that the Homemaker support contract, which came to an end in March 2018, could be extended. This would allow the time needed to prepare for a tender of the service in a years' time. This would mean that residents would not be put at risk by having nothing in place in the meantime. The exemption would give transparency to the decision and involve members in the decision making.

Homemaker was a non-profit organisation who had been providing support services to EDDC's Housing department since 2010. The primary purpose of Homemaker was to prevent homelessness and promote independence. They offered specialist advice and support to individuals and families who may be at risk of losing their home. They also offered support to people who may be moving into new accommodation and living independently for the first time.

RECOMMENDED: that Cabinet extend the Homemaker contract, which ended in 2018.

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

The Board noted the dates of the HRB meetings for the forthcoming civic year:
Thursday 20 September 2018 – 2:30pm, Council Chamber, Exmouth Town Hall
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

The Chairman suggested that a tour of some of the housing estates, community centres, garages and parking issues across the district be arranged for the Housing Review Board, preferably in September 2018.

RESOLVED: that a housing tour be arranged for members of the Housing Review Board.

Attendance list

Present:

Cllr Pauline Stott (Chairman)
Cllr Megan Armstrong
Cllr John O'Leary
Cllr Helen Parr
Cllr Brenda Taylor

Co-opted tenant members:

Mike Berridge
Peter Sullivan

Officers:

Michelle Davidson, Compliance Surveyor
Danielle Furzey, Housing Options Manager
Amy Gilbert, Property and Asset Manager

John Golding, Strategic Lead - Housing, Health and Environment
Andi Loosemoore, Rental Manager
Paul Lowe, Housing Enabling and Allocations Manager
Alethea Thompson, Democratic Services Officer
Debbie Wills, Rental Officer

Also present:

Cllr Jill Elson, Portfolio Holder – Sustainable Homes and Communities
Cllr Brian Bailey
Cllr Alan Dent
Sylvia Martin, tenant
Alek Williams, tenant

Apologies:

Cllr Tom Wright
Cllr David Barratt
Sue Saunders, tenant representative
Heather Salter, tenant
Julie Bingham, independent community representative
Sue Bewes, Landlord Services Manager

Giles Salter, Solicitor
Rob Ward, Housing Accountant

Chairman Date.....

HOUSING REVIEW BOARD – FORWARD PLAN

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

Report title	Meeting date	Author
Social Housing Green Paper	September 2018	Strategic Lead – Housing, Health & Environment
Right to Buy consultation paper	September 2018	Strategic Lead – Housing, Health & Environment
Annual report to tenants	September 2018	Housing Projects Officer
Integrated Asset Management procurement update	September 2018	Property & Asset Manager
Roof replacement programme	September 2018	Property & Asset Manager
Lift replacement programme	September 2018	Property & Asset Manager
Revision to tenancy agreement	September 2018	Housing Projects Officer
Rent Payment Cards	September 2018	Landlord Services Manager
Property purchase Exmouth	September 2018	Housing Enabling & Allocations Manager
Community Development update	September 2018	Landlord Services Manager
Defibrillators	September 2018	Landlord Services Manager
Compliance	September 2018	Property & Asset Manager
Legionella Policy	September 2018	Property & Asset Manager
Adaptations to Council homes	September 2018	Property & Asset Manager
Voids Performance update	September 2018	Property & Asset Manager
HRB coach trip	September 2018	Chair
Modular building potential	November 2018	
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.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **08**

Subject: **Community Development**

Purpose of report: To keep the Housing Review Board informed of the activities and projects that Community Development Workers have undertaken and to promote the further work that is to be undertaken to deliver Council priorities.

Recommendation: **That the contents of the report be noted.**

Reason for recommendation: To keep the Board up-to-date with community development activities within Housing Landlord Services.

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

Financial implications: No financial implications

Legal implications: There are no legal implications for comment in the report.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: • .

Link to Council Plan: Encouraging Communities to be Outstanding

1 Community Development

1.1 During the meeting Community Development Workers have prepared a presentation that will tell the Board about the types of work we have been undertaking, such as:

- 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.

1.2 We will also be presenting on current projects:

- 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.
- 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.

2 Other activities & events

2.1 There are many additional Housing activities and events such as Animal Awareness Road Shows, Eco Awareness Road Shows, Coffee Mornings, Tea Dances, Christmas Bazaars, Light up Lymebourne, Art Festivals, Millwey Memories, Xbox Challenges, Bingo, Street Parties, etc., that are undertaken by officers other than Community Development Workers.

2.2 These events are devised and delivered by Estate Management Officers, Mobile Support Officers and Tenant Participation Officers working within the Landlord Services team, and are not therefore the subject of this report.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 9

Subject: **Housing Green Paper – A new deal for social housing**

Purpose of report: The eagerly awaited Housing Green Paper was published in mid-August as a consultation on a number of changes being considered for social housing. This report summarises the Housing Green Paper and outlines suggestions that can form the basis of our response. 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.

Recommendation: **To consider and debate the contents of the social housing Green Paper, and consider a response on the key issues being proposed for the social housing sector.**

Reason for recommendation: To highlight the contents of the social housing Green Paper to the Housing Review Board and provide an initial commentary on the contents.

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

Financial implications: There are no financial implications.

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

Equalities impact: Medium
The Government should produce an equalities impact assessment that considers the equality issues that link to their proposals as set out in the Green Paper.

Risk: Low

Links to background information: • .

Link to Council Plan: Encouraging communities to be outstanding.

1. A New Deal for Social Housing

- 1.1 The social housing Green Paper titled - A new Deal for Social Housing - published on 14th August 2018. It sets out the government aims to rebalance the relationship between



residents and landlords, tackle stigma and ensure that social housing can be both a stable base that supports people when they need it and support social mobility.

- 1.2 Residents across the country were asked for their views on social housing; almost 1,000 tenants shared their views with ministers at 14 events across the country, with over 7,000 submitting their opinions, issues and concerns online.
- 1.3 The consultation process with this Green Paper gives everyone an opportunity to submit views on proposals for the future of social housing, and will run until 6 November 2018.
- 1.4 The Green Paper sets out five core themes:
 - 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
- 1.5 Secretary of State for Communities, Rt Hon James Brokenshire MP, said: "Providing quality and fair social housing is a priority for this government.

Our Green Paper offers a landmark opportunity for major reform to improve fairness, quality and safety to residents living in social housing across the country.

Regardless of whether you own your home or rent in the social sector, residents deserve security, dignity and the opportunities to build a better life.

With 4 million households living in social housing and this projected to rise annually, it's crucial that we tackle the issues facing both residents and landlords in social housing".

- 1.6 I have appended a letter from the Director General, Local Government and Public Services that accompanied the Green Paper (**annex 1**), the Chartered Institute of Housing briefing (**annex 2**) and the Tenant Participation Advisory Service (TPAS) overview (**annex 3**).

Tackling stigma and celebrating thriving communities

The Green Paper aims to break down inequalities in social housing and ensure tenants feel at home in their community rather than seeing it as just a place to live.

The design and quality of homes and their surrounding area are at the heart of the paper according to the government, which will highlight the importance of good design ideas in newly built social housing. Rewarding the best neighbourhoods, for example, by funding events like street parties could ensure community pride is both encouraged and celebrated.

It is positive that government have listened to tenants concerns about being negatively stigmatised and it would be welcome if public perception of the image of social housing is improved. Similarly the positive community initiatives just highlight for me how out of touch government are with what is happening in communities. Funding of community events have long been part of social landlord's activities, but it will not solve many of the community tensions seen in some areas.

Expanding supply and supporting home ownership

In line with the government commitment to deliver 300,000 homes per year by the mid-2020s, they are putting in place processes to support the building of more social housing.

The paper outlines plans to build on the new borrowing capacity granted to local authorities by exploring new flexibilities on how they spend the money from homes sold under the Right to Buy scheme, and not requiring them to sell off vacant, higher value stock. All very welcome, but there is a lack of detail on how this increase in supply will be achieved.

The Green Paper also indicates a commitment to building on partnerships with housing associations to boost the supply of new affordable homes by considering the benefits of providing funding certainty to some housing associations over a longer period. Government are looking at reforms to help people using affordable home ownership schemes – like shared ownership – to build up more equity in their homes.

A greater focus on the need for genuinely affordable housing would be helpful and a recognition that many households will never be able to aspire to home ownership. It is this obsession with home ownership which helps stigmatise social housing.

Effective resolution of complaints

The Green Paper states that we want residents to have a stronger voice to influence decisions and challenge their landlord to improve living standards.

The paper asks how the current complaints process can be reformed so that it is quicker and easier; especially important when dealing with safety concerns. The consultation asks how residents can access the right advice to make a complaint and have it resolved quickly and effectively.

There is evidence that some social landlords operate ineffective complaints processes. The Housing Ombudsman service emphasises local resolution of complaints and there is evidence that this is working well. The main concerns highlighted are around speed of resolving complaints and tenants being aware of the complaints process. There is reference to the length of time complaints to the Housing Ombudsman take to be resolved.

Very little is offered other than removing the democratic filter introduced under the Localism Act 2011, which established complaint panels, and a code of guidance on complaint handling being introduced from the regulator.

Empower residents and strengthen the regulator

The government's view is that delivering good quality and safe social homes with the right services from landlords relies on a robust regulatory framework. It has been almost eight years since the last review of social housing regulation and the proposals in the Green Paper present the opportunity for a fresh look at the regulatory framework.

Alongside this statement government are launching a call for evidence which seeks views on how the current regulatory framework is operating. This, along with questions about regulation in the Green Paper, will inform what changes are needed to deliver regulation that is fit for purpose.

The government say that residents want to be able to compare landlords performance more easily; resident engagement; and neighbourhood management. The cynic in me says that we

have been through a rigid best value performance indicator regime, moved to setting local standards, then a period of light touch regulation and benchmarking activity. There is a risk of going full circle and going back to a more prescriptive, one size fits all regime. Government seem to have forgotten the freedoms and flexibility agenda they introduced a few years ago and the fact that they have for many years encouraged housing associations to operate as independent businesses.

There is a question over rejuvenating the stock transfer programme, particularly if this involves a community based housing association. There are questions about tenant management organisations following the Kensington & Chelsea Tenant Management Organisation experience in relation to Grenfell, which presents an interesting dilemma against greater tenant involvement. There are a series of questions with no steer on the matter.

Helpfully this chapter of the Green Paper is showing examples of good practice in the sector.

The government set a serious detriment test for the regulator to intervene in disputes and are now questioning whether they have set the bar too high as part of the light touch regulation. I for one am not convinced that a more rigorous regulator regime is needed. There will always be examples of poor performance, but in general the sector is regulated effectively through a mixture of self-regulation and guidance from Homes England.

Ensuring homes are safe and decent

The Green Paper states that in the aftermath of the Grenfell Tower tragedy government took immediate steps to ensure residents safety. Remediation work to make buildings safe began and the Government set aside £400 million to cover the costs of this across the social housing sector. Government also commissioned Dame Judith Hackitt to carry out an independent review of building regulations and fire safety. The review's final report called for fundamental reform and government are committed to bringing forward legislation that delivers an overhaul of the system, and gives residents a much stronger voice in an improved system of fire safety. Very little detail is provided other than this high level commitment.

The Green Paper recognises the important role that residents play in identifying and reporting safety issues, and the responsibilities for complying with safety advice.

Progress has also been made on improving standards of decency. The Green Paper will consider how the Decent Homes Standard should be reviewed to ensure it delivers the right standards for social housing residents and reflects the government's current and forthcoming priorities. However, the Green Paper provides little detail on how this might be achieved in practice and simply poses the question should the standard be reviewed.

2. Commentary on the Green Paper

2.1 My cynical side says that it has been government policy that has undermined and undervalued social housing over many years with the introduction of affordable rents; scrapping the Tenant Services Authority; imposing rent and borrowing restrictions on local authorities; encouraging and incentivising stock transfer; introducing light touch regulation; extending the Right to Buy and restricting the use of receipts; removing supporting people funding and creating uncertainties in benefits covering support charges; welfare reforms; and a host of other national policy decisions and announcements.

2.2 I have to say despite the perceptions set out in the Green Paper there are many socially responsible landlords that have been attempting to do the best for tenants in a hostile

national policy environment. We have listened to our tenants, we try to ensure that tenants interest are at the centre of all we do, given tenants a voice on the Housing Review Board, followed systems thinking principles that prioritises What Matters to the customer. There is as always room for improvement and we should constantly strive to learn from good practice and listen to tenants. There are many examples of good practice throughout the sector and without being complacent the sector is in a fairly good place in terms of customer involvement compared to many service industries.

- 2.3 Similarly - A Decent Home for All - has been our overarching priority for many years reflecting our driver to improve conditions in social, rented and owned homes for occupiers regardless of their tenure.
- 2.4 The Green Paper is not a comprehensive national housing policy paper as it focuses primarily on tenant safety; complaints resolution; empowering residents and strengthening the role of the regulator; and tackling stigma. All important issues, but will not solve the housing crisis we are witnessing nationally with rough sleeping and homelessness associated with low levels of new affordable housing, and inadequate policy initiatives to address some more fundamental issues.
- 2.5 The Green Paper missed the opportunity to comprehensively address some of the big housing issues facing the country. In this sense it was underwhelming as a social policy document. It offered little new and was insulting to the many social landlords that are delivering high quality services.
- 2.6 There seems to be a focus on regulating the sector more tightly, and some of the negative aspects of the Grenfell fire tragedy have influenced the government perception that the whole sector requires greater regulation.
- 2.7 I found some of the content condescending and arrogant, and out of touch with what is happening in the sector. There are a number of references to using social housing better, how local authority tenancies will be operated, with the government seemingly forgetting that they 'sold' Council housing to local authorities retaining stock as part of the self-financing regime. I would argue that they are no longer in a position to dictate how we use the stock.



Ministry of Housing,
Communities &
Local Government

Dr Jo Farrar

Director General, Local Government and
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14 August 2018

Dear Colleague,

A new deal for social housing

I am writing to you today to highlight the publication of the Green Paper, 'A new deal for social housing'.

In the immediate aftermath of the Grenfell Tower tragedy, it became clear residents had raised concerns that had gone unheard. That cannot be allowed to happen again. This Green Paper sets out a new deal for social housing to ensure homes are safe and decent, residents are treated with dignity and respect and we have the social housing we need for the future.

The voices of those who live in social housing are at the heart of this Green Paper. From October to April this year, at 14 events across the country, we met almost 1,000 residents to understand their concerns and experiences of living in social housing. This included two events with the bereaved and survivors from Grenfell Tower and the wider community. More than 7,000 others responded online.

The headline messages from residents were that we must rebalance the power between them and their landlords, tackle the stigma so many said they experience, build the social homes that we need, and support more social tenants into home ownership. The Green Paper is underpinned by five principles:

- **Ensuring that homes are safe and decent**

Residents were not only concerned about safety, but also the quality and maintenance of their homes. The Government has identified opportunities to accelerate a social sector early response to recommendations in Dame Judith Hackitt's Independent Review of Building Regulations and Fire Safety by supporting residents and landlords to engage on issues of building safety. The Green Paper will

also consider whether the Decent Homes Standard is demanding enough and delivers the right outcomes.

- **Swift and effective resolution of disputes**

Residents raised issues about how complaints were dealt with when things go wrong. We want to make the process of handling and resolving complaints faster, easier and more effective. As part of this Green Paper we are consulting on reforming or removing the ‘democratic filter’. In addition, we want to explore whether more could be done to strengthen mediation opportunities so landlords and residents can resolve disputes locally, and help residents to access the right advice.

- **Empowering residents**

We want to ensure residents are empowered, with more transparency about the information they receive from landlords. The Green Paper contains proposals to assess landlords against standards that matter to residents, to publish these assessments, and to strengthen the regulatory framework for social housing. We want to make sure the regulatory framework as a whole remains fit for purpose. We are publishing a Call for Evidence which seeks views on how the current regulatory framework is working, alongside this Green Paper. We are also seeking views on options to ensure residents’ voices are heard and strengthening their choice over the services they receive.

- **Elimination of stigma**

Stigma was one of the most consistent themes raised by residents. We are seeking views on a number of proposals to tackle this including ways to celebrate thriving communities, encourage greater professionalisation and promoting good social housing design. We are also exploring options for improving neighbourhood management and addressing anti-social behaviour, another key issue for residents.

- **Boosting the supply of social housing and supporting home ownership**

Residents told us that they wanted to see more affordable homes delivered. Our £9 billion Affordable Homes Programme will deliver 250,000 homes by March 2022, including for social rent. To support local authorities that want to deliver more homes, in addition to our recent announcement inviting local authorities to bid for £1 billion additional HRA borrowing, we have confirmed in the Green Paper that we will seek to repeal legislation that would have required local authorities to make payments in respect of their vacant high value council homes. We have published the Right to Buy Receipts Consultation which sets out our proposals for exploring new flexibilities around how local authorities can use their Right to Buy receipts to build new homes, and how to ensure that we continue to support them to build more council homes. We are also exploring new reforms to make it easier for people

living in affordable home ownership schemes to progress to full ownership, such as allowing them to purchase as little as 1% of their property each year through the Government's Shared Ownership programme.

Fixed term tenancy provisions and victims of domestic abuse

After listening carefully to the views and concerns of residents we have decided not to implement the provisions in the Housing and Planning Act to require local authorities to generally grant tenancies on a fixed term basis at this time. This will continue to give local authorities the option to offer lifetime tenancies where they consider these are appropriate. We want local authorities - and housing associations - to have the flexibility they need to make the best use of their social housing, in a way which best meets the needs of their local area.

We have recently taken steps to ensure that when the mandatory fixed term tenancies provisions were implemented, lifetime tenants who suffer domestic abuse would retain a lifetime tenancy, when granted a new tenancy by a local authority. Not proceeding with mandatory fixed term tenancies at this time will mean that this will also not proceed. We want to make sure that similar protections for victims of domestic abuse are in place where local authorities offer fixed term tenancies at their discretion, and will therefore seek to bring forward legislation to achieve this when parliamentary time allows.

In the meantime, we strongly encourage local authorities to give careful consideration to the safety and welfare of victims of domestic abuse when granting tenancies, by ensuring that where they are offering further tenancies to lifetime social tenants as a result of domestic abuse, such tenancies are granted on a lifetime basis. We have highlighted this in the Green Paper.

This Green Paper, the Social Housing Regulation Call for Evidence and the Right to Buy Receipt Consultation are designed to prompt a national discussion on the Government's proposals for a new deal for social housing. We will be engaging with residents, landlords and the wider sector as we develop these proposals further. The Green Paper consultation and Social Housing Regulation Call for Evidence both open today for 12 weeks until 6 November. The Right to Buy Receipts Consultation also opens today and will run for eight weeks, until 9 October. The documents are published at <https://www.gov.uk/government/consultations/a-new-deal-for-social-housing>.

Yours sincerely,



DR JO FARRAR



Chartered
Institute of
Housing

What you need to know about the social housing green paper 2018



What you need to know about the social housing green paper 2018



Chartered
Institute of
Housing

On 14 August government published a [social housing green paper – a new deal for social housing](#). It sets out a proposed strategy for reforming social housing.

It is based around five core themes:

- ensuring homes are safe and decent
- effective resolution of complaints
- empowering residents and strengthening the regulator
- tackling stigma and celebrating thriving communities
- expanding supply and supporting home ownership.

This briefing, exclusively for CIH members, summarises the main policies which are proposed by government under each heading and then gives an initial CIH response to the paper overall.

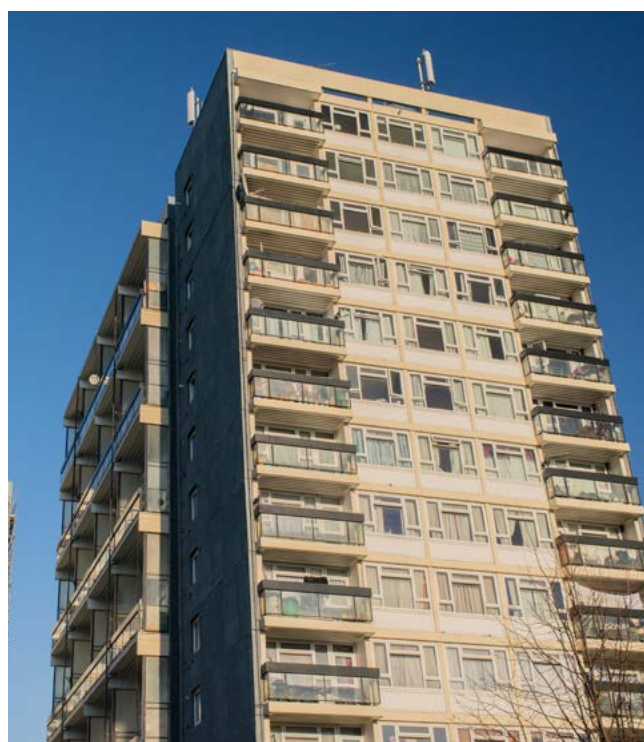
The green paper is a consultation and many of the proposals put forward are broad statements of intent, or government has presented a number of different options to deal with a perceived problem. At this stage not all are concrete, detailed policy proposals.

Government is seeking feedback on its plans. CIH will be responding to the consultation, which will run until 6 November, and we will be seeking the views of our members between now and then. There will be a number of ways in which you will be able to help to shape our response but one of these is to join our [member opinion panel](#) and take part in regular surveys on our policy work.

Ensuring homes are safe and decent

The government proposes:

- implementing the recommendations from the Hackitt Review of building regulations and fire safety, legislating to fundamentally reform the current system
- establishing a pilot with a group of social landlords who would trial options to improve communication and engagement with residents on safety issues
- reviewing the decent homes standard. This might include adding new requirements around energy efficiency and fire safety to mirror those recently introduced in the private rented sector.





Complaints resolution

The government proposes:

- a number of possible options to improve the way that complaints about social landlords are handled, including:
 - looking at ways to speed up landlords' internal complaints processes, for example by asking the regulator to set out some suggested timings in a code of practice
 - exploring ways to improve the use of mediation in landlord/tenant disputes
 - looking at ways to raise awareness among tenants of their rights and the options available to them to make a complaint about their landlord
 - reforming or removing the requirement that complainants go through a 'designated person' (an MP, councillor or tenant panel) or wait eight weeks before they can contact the Ombudsman with a complaint.

Empowering residents and strengthening the regulator

The government proposes:

- requiring all landlords to provide data on a number of key performance indicators to the regulator for regular publication. The regulator would then publish these in the form of league tables to enable comparison between landlords. Performance could then be taken into account when government funding is being allocated to individual landlords, for example to support the development of new homes

- considering a number of potential changes to the system of regulation for social landlords. A [separate call for evidence](#) has also been published on this subject. Potential changes could include:
 - enabling the regulator to take a more proactive approach to enforcing the 'consumer standards' (covering tenant involvement and empowerment, homes, tenancies and neighbourhoods and communities)
 - giving the regulator more powers to scrutinise the performance of local authority landlords
- considering options to give tenants a voice on policy issues at a national level, including perhaps establishing a representative body
- looking at a variety of options to promote more community ownership, or community leadership of social landlords.





Tackling stigma

The government proposes:

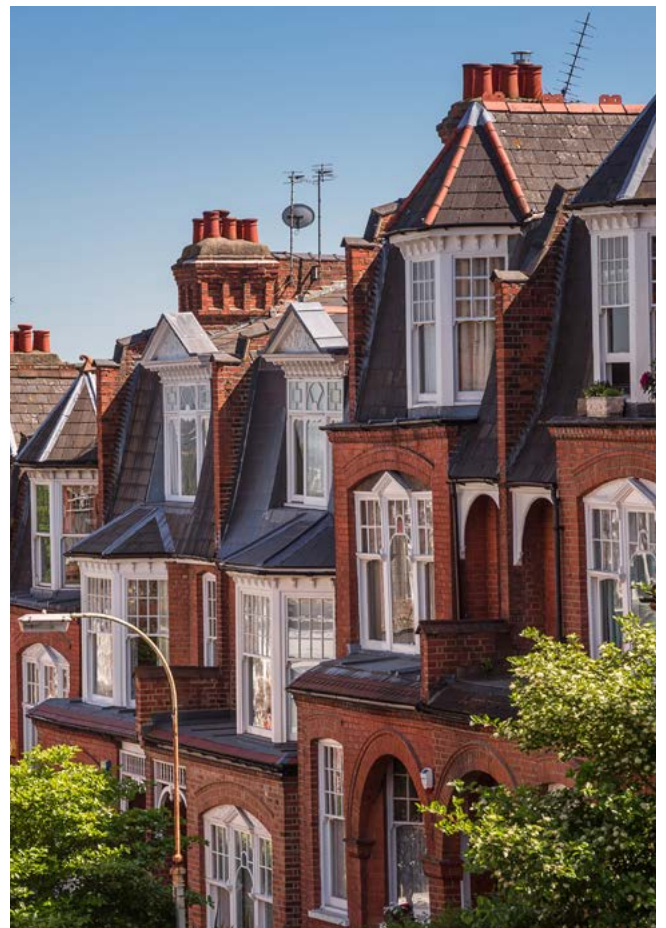
- providing support for community events and initiatives
- encouraging greater levels of professionalism and a 'customer service culture' within the social housing sector
- publishing further guidance on the National Planning Policy Framework (NPPF) to encourage new affordable homes to be designed to the same standard as other tenures and ensuring these are well-integrated within developments.

Expanding supply and supporting home ownership

The government proposes:

- scrapping plans to require councils to sell their most valuable homes as they become vacant, in order to fund the extension of the right to buy to all housing association tenants
- giving councils new flexibilities to spend the money raised from right to buy sales on new homes. A [separate consultation](#) has been launched to look at this issue
- scrapping plans to require councils to offer all new tenants a tenancy for a fixed term. Local authorities will still be able to use fixed term tenancies at their discretion
- ensuring that where an existing secure/assured tenant needs to move as a result of domestic abuse, they are always able to retain their lifetime tenancy

- entering into deals with some housing associations to provide certainty over government funding over a longer period than is currently possible. This is intended to address the 'stop-start' nature of government's current approach to allocating funding for five years at a time
- looking at ways to support the development of more community-led house building
- gathering further evidence on how the current approach to social housing allocations is working in practice in different parts of the country
- looking at ways to make it easier for new shared owners to increase their stake in their home in the future. This might include, for example, allowing them to buy much smaller increments than are usually possible.





Initial CIH response

The green paper makes an important contribution to the critical debate about what we think social housing is, what it does and what we want it to be in the 21st century.

This is an area in which we have recently carried out extensive research and our proposals for the future of social housing are set out in our report [Rethinking Social Housing](#). In this we argue that it has a unique and positive part to play in housing people, helping to create thriving, mixed communities, and meeting needs that the market will not. We believe that we must now reclaim social housing as a pillar of the society we want to be, along with free health care and education – and that it must be at the centre of government plans to solve the housing crisis.

While the green paper rightly recognises the importance of new supply, we are concerned that the plans for new affordable homes are still not ambitious enough. Research shows we need a minimum of 78,000 new social rented homes each year, but in 2017/18 just over 5,000 were delivered – and we estimate that between 2012 and 2020 we will have lost 230,000 of these homes in total.

This is why we have called on government to rebalance the £53 billion funding for housing, so that affordable housing gets a fairer share than the 21 percent it has now. This is essential if we are to make sure that everyone has a decent, affordable place to call home.

There are however a number of specific proposals included in the green paper which are positive:

- proposals to strengthen the role of the regulator for social housing where housing providers' services fall short of what their tenants deserve is something CIH argued for in our Rethinking Social Housing report and it's good to see government thinking in the same way
- we welcome the aim to tackle the stigmatisation of social housing, an issue which our report highlighted. Our [Ipsos Mori public opinion polling](#) showed that 65 percent of those interviewed felt that the negative view of people living in social housing is unfair
- we are also pleased to see that government plans to consult on the rules on how local authorities can use the money they receive from Right to Buy sales, as well as dropping plans to force local authorities to sell their most valuable homes. CIH has long argued for the removal of the barriers that prevent councils playing a full part in building the new affordable homes we so badly need.



Social Housing Green Paper Snapshot Briefing

Tpas overview 2018



Tpas are pleased to see the social housing green paper - [A new deal for social housing](#) has been published.

This members briefing is here to give an initial high level overview of what's in the document. Further updates and commentary will be circulated to members over the coming weeks as we digest and understand the detail in the paper.

Background

The focus and intention to address a number of issues, and initiate a range of reforms, to recognize the real value social housing has in our society, is welcome.

Ministers have engaged with tenants and residents of social housing following the Grenfell tragedy and have been able to listen first-hand to their views and concerns. Ministers met almost 1,000 people – including the bereaved and survivors from the Grenfell Community – and the Department reviewed more than 7,000 online submissions, a large number from tenants directly.

Many of the issues that came up were the same ones that were identified at the tenant roadshows: the stigma associated with social housing, the need for landlords to listen to residents and the desire for a culture of accountability and respect.

The government has listened and is now offering the Green Paper as an opportunity for reform, based on five principles around home safety, tackling stigma, expanding supply and home ownership, quicker resolution of complaints and empowering residents and strengthening the regulator.

All these proposals are welcome. But all need more work and evidence if we are to ensure they become enshrined.

There are areas of the Green Paper that we feel do not go far enough but we now want to work with our members and respond to the government with practical suggestions on how to get things right.

Some early good news headlines

- A review of the regulatory framework and call for evidence on what works
- Ideas to tackle the issue of stigma of social housing
- A call for a discussion on establishing a national voice for tenants at policy level
- Removal of making fixed term tenancies mandatory for local authorities



- Local authorities will not be required to make a payment in respect of selling their vacant higher value council homes
- Exploring new flexibilities over how LAs spend Right to Buy receipts

The five principles and what is proposed

1. Ensuring homes are safe and decent

Ensuring fire and building safety is paramount. The Government will be developing a new programme, including a pilot, to support residents to engage with their landlords on issues of building safety in social housing.

We know that tenants have voiced their concerns about not only about safety, but also the quality and maintenance of their homes. The link to the recommendations in Dame Judith Hackitt's Independent Review of Building Regulations and Fire Safety is welcome.

The paper proposes reviewing the Decent Homes standard to look at the quality of current homes and consulting on whether the new safety measures should apply to social housing as well as private rented housing. This is welcome and means resident's views will be taken into account to inform the response.

2. Effective resolution of complaints

Residents of social housing have raised concerns around the resolution of complaints and have highlighted the need for quicker turnaround, whether the "designated person" filter is working and generally the need to increase awareness of residents' rights to complain and seek redress and how to escalate their complaints where necessary.

The Green Paper has included options to make the process of handling and resolving complaints faster, easier and more effective. These include consulting on reforming or removing the requirement for a complaint to go through a designated person such as an MP, Councillor or Tenant Panel and reducing the eight week waiting time following completion of the landlord/tenant complaints procedure before it is referred to and investigated by the Housing Ombudsman.

There is also exploration on whether more could be done to strengthen mediation opportunities to help landlords and residents resolve disputes locally, and help residents access the right advice.



3. Empowering residents and strengthening the Regulator

The government has set out the intention to reform the way performance of social landlords is assessed not only by the regulator but also by residents who would be empowered and have access to landlords performance data.

There is a proposal for introducing an indicator similar to the one in the NHS - the 'friends and family test' - to ask users whether they would recommend a service provider. In addition the government are considering a new key performance indicator for landlords' performance on dealing with complaints.

How performance data will be presented and published is being considered with performance league tables published by the regulator in consultation with residents and landlords being an option.

There is discussion on rewarding good performance and asks if this could help drive better services in practice and linking funding bids for the affordable homes programme with key performance indicators..

Resident engagement and whether the regulatory framework is setting the right expectations is also being considered. Good practice examples are mentioned and there seems to now be an expectation that landlords will work with residents in finding opportunities for residents' voice to be heard.

The government is asking for views on the creation of an independent platform for tenants, so that tenants' voices can be heard more effectively at a national level. Views are being asked on whether there is a need for such a representation and how it could be achieved.

There is a separate [Review of social housing regulation: call for evidence](#) linked to all this above.

4. Tackling stigma and celebrating thriving communities

Stigma and perceptions of social housing were a key issue from the tenant roadshows and Tpas are pleased to see this section of the Green Paper. Whilst there are limited concrete proposals in here it does offer a real opportunity for the sector to suggest some tangible ways stigma can be addressed

The government, through this green paper, has stated it is committed to reducing stigma and encouraging more public campaigns such as Benefit to Society (now renamed See the Person) to improve the image and perceptions.



Additionally the design and quality of homes and their surrounding area is discussed as important to wellbeing, integration and encouraging existing communities to accept new homes in their area.

The Government is aware that too often local people hear about schemes after a planning application has been submitted. The revised National Planning Policy Framework makes clear that communities should be engaged early in shaping local design policies.

The paper explores options for improving neighbourhood management and addressing anti-social behaviour, and other key issue for residents.

5. Expanding supply and supporting home ownership

The government is setting out to use the new £1 billion borrowing programme to measure the appetite and ambition of local authorities and their effectiveness at building new homes, with a view to considering whether further reforms are needed. Seeing the borrowing programme fully subscribed and to receive evidence of a wide range of proposals from local authorities for new development will be an encouraging sign to press on further.

There is a separate [Right to Buy Consultation](#) which sets out proposals for exploring new flexibilities around how local authorities can use their Right to Buy receipts, and how to ensure support to them to build more council homes.

Strategic partnerships have been announced with eight housing associations up to 2022 to give them certainty over the long period. Government will actively investigate the benefits of going further by providing funding certainty to some housing associations over an even longer period.

Make your views count

The above is a brief introduction to the detail contained in the Green Paper.

Tpas urges all its members to read the [Green Paper](#) in full and in due course, respond to the Green Paper and the two separate consultations. The consultation for the Green Paper closes on the 6th November.

Keep an eye on the Tpas website for ways you can contribute to Tpas's response on all of these via [regional meetings](#), [summits](#) and on line.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **10**

Subject: **Consultation on the use of receipts from Right to Buy sales**

Purpose of report: This report summarises 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 presents the proposed response of EDDC Housing Service

Recommendation: **1. That the draft response contained in Annex 1 is approved by members.**

Reason for recommendation: This response strongly advocates greater control over the use of RTB receipts for local authorities.

Officer: John Golding, Strategic Lead Housing, Health and Environment, ext. 2767

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Financial implications: The council currently has £3.5m in capital receipts reserves allocated solely for RTB stock replacement. The current usage restrictions requires the council to fund over £8m additionally to fully utilise these receipts or pay them back to Government with interest.

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

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: .

Link to Council Plan: Encouraging Communities to be Outstanding

Report in full

1. Background

- 1.1 On 14 August 2018, the Social Housing Green Paper, "A new deal for social housing" was launched by the Ministry of Housing, Communities and Local Government.

- 1.2 Within the Green Paper, there is a chapter on supply and supporting home ownership which focuses on options for reforming the rules governing the use of Right to Buy (RTB) receipts from the sale of council housing and the commitment that every additional home sold is replaced on a one-for-one basis nationally.
- 1.3 A specific consultation on these topics has been opened to gather views from all stakeholders. This consultation closes on 9 October 2018
- 1.4 This report seeks approval of our draft response to the consultation document. Both documents are attached as Annexes to this report:

Annex 1: East Devon District Council draft response.

Annex 2: Consultation Paper from Ministry of Housing, Communities and Local Government

2. EDDC Response

- 2.1 Our overarching views in relation to the use of Right to Buy receipts are summarised in paragraphs 2.2 to 2.5 below.
- 2.2 The message conveyed throughout our proposed response is that decisions over how RTB receipts are used should be the responsibility of local Housing Authorities rather than central government, with decisions on spending approved through existing committee structures (i.e. Housing Review Board, Cabinet and Full Council).
- 2.3 It makes sense for RTB receipts to be spent on replenishing council housing stock. However, any other centrally dictated restrictions will only serve to stifle innovation and limit our capacity to deliver more social and affordable housing strategically.
- 2.4 Our response also tackles the issue of the level of discount available for purchasers and suggests that this should also be determined locally to reflect our unique housing market and demands.
- 2.5 Our full response to the consultation questions can be found in Annex 1. The Consultation paper has also been attached as Annex 2.
- 2.6 We recommend that the draft response is approved by members.

Response to consultation on RTB changes

Question 1:

We would welcome your views on extending the time limit for spending Right to Buy receipts from three years to five years for existing receipts but keeping the three-year deadline for future receipts.

Response:

Whilst any extension is welcomed, we feel that the responsibility for the spending of RTB receipts should be the responsibility of the Local Housing Authority and that there should therefore be **no** time constraints placed on their use set by central government. In Paragraph 17 of the consultation document you highlight the fact that some local authorities have made the decision to make a number of last minute, high value acquisitions to avoid the need to return RTB funds to central government along with interest. Applying mandatory deadlines for expenditure does not encourage strategic or innovative practises.

We propose that the responsibility for this expenditure should sit with Local Housing Authorities with locally set criteria reflecting local needs scrutinised through existing Council committee structures. This would allow for longer term solutions to the housing crisis to be developed, such as joint funded sub regional development with neighbouring authorities, which may take longer than the existing 3 year deadline to come to fruition.

Question 2:

We would welcome your views on allowing flexibility around the 30% cap in the circumstances set out above, and whether there are any additional circumstances where flexibility should be considered.

Response:

We would propose no cap on the amount of RTB expenditure that can be used against the cost of a replacement home. This would allow local authorities the freedom to develop housing solutions in line with their local needs as identified in their Housing and Spatial Strategies.

If the decision is taken for a cap to remain, then consideration could be given to offering greater flexibility in the following additional situations.

1. Where the accommodation being built/acquired meets higher standards of energy efficiency
2. Where the accommodation being built/acquired is to be used as supported accommodation for certain vulnerable groups (e.g. people with mental health problems, people with learning disabilities, people with alcohol/substance misuse). We would anticipate that there would be requirements for the accommodation to be used for this purpose for a minimum period of time.

Question 3:

We would welcome your views on restricting the use of Right to Buy receipts on the acquisition of property and whether this should be implemented through a price cap per unit based on average build costs.

Response:

As we have already suggested, removing the deadline for RTB receipts to be spent would mitigate the “issue” of high value acquisitions being made rather than new properties being built. However, we are opposed to any restrictions on the spending of RTB money as we feel this is best handled at a local level.

The housing market is not national, or sub regional. There are massive variations at local level as well, with areas of high and low demand reflected in a similar variation in price of both property and land. Creating an average price cap based on regional figures will not allow local authorities to acquire properties in areas of high demand.

As you also recognise in Paragraph 17, there are situations when acquisition is a positive option (i.e. when bringing empty properties back to use and when it may be cheaper to purchase than to build). We feel that any approach to increasing the quantity of Affordable and Social housing supply will involve a mix of new build properties and the acquisition of existing property. By applying this cap, you would be limiting the ability of local authorities to acquire properties, particularly in areas where it is economically sensible to do so.

At a time where the need for housing is increasing, and the legal responsibility of Councils to house people is also widening, the benefits of acquiring properties to provide accommodation more quickly cannot be underestimated. We feel that any restrictions placed on this option will impact on our ability to meet our legal duties in relation to homelessness prevention.

Question 4:

We would welcome your views on allowing local authorities to use Right to Buy receipts for shared ownership units as well as units for affordable and social rent.

Response:

We are happy for this flexibility to be introduced on the understanding that local authorities will have full autonomy to decide whether this is an option they wish to take up. This is in line with our broader argument of removing existing restrictions on Right to Buy receipt expenditure.

Question 5A:

We would welcome your views on allowing the transfer of land from a local authority's General Fund to their Housing Revenue Account at zero cost.

Response:

Whilst we recognise that this change may add further financial pressure on Councils by removing a potential funding stream for the General Fund at a time that income to Local Authorities is reducing, we broadly welcome this proposal as it allows greater freedom at a local level over the use of budgets and assets. We would anticipate there being sufficient scrutiny at a local level to ensure that any decision is taken in the interests of the taxpayer. Any decision should be in line with Council strategy and that the benefits of allowing such a transaction outweigh the loss of potential income to be spent on wider council services.

There should also be the opportunity for Local Councils to determine if there should be a reimbursement to the General Fund from the Housing Revenue Fund or not. It may be that a reduced price could be agreed, (e.g. market value less 40%) to allow for some additional funds to be generated for the General Fund whilst still offering a good opportunity to develop new housing with some savings to HRA budgets.

Clarity would be required to understand what kind of housing would be allowed on such developments. Would it be restricted to Affordable or Social Housing, or open for the council to develop market rent accommodation or even property for sale on the open market?

Question 5B:

We would also welcome your views on how many years land should have been held by the local authority before it can be transferred at zero cost, and whether this should apply to land with derelict buildings as well as vacant land.

Response:

It makes sense for all council owned land to be considered under this proposal; we are confident that there are sufficient safeguards within both the planning and wider council structure to ensure that any development of this land would be allowable only if in line with a Housing Authority's Local Plan/Spatial Strategy.

In terms of timescales we do not believe any limits need to be applied.

Question 6:

We would welcome your views on whether there are any circumstances where housing companies or Arm's-Length Management Organisations should be allowed to use Right to Buy receipts.

Response:

We believe that there may be circumstances where it might be appropriate for housing companies/ALMOS to utilise RTB receipts for development. We would expect this money to be only used for the development of Social or Affordable housing however we would not expect any change to the current arrangements in relation to wholly owned Housing companies in that any housing development would not be required to be eligible for Right to buy in the future.

Question 7:

We would welcome your views on allowing a short period of time (three months) during which local authorities could return receipts without added interest.

Response:

Whilst we understand the reasons for suggesting this change, we feel that it is merely highlights the flaw in the idea of restricting the amount of time that local authorities have to reinvest RTB receipts. It is widely recognised that there is a massive shortage of social housing across the country, and in order for this to be addressed, a long term, strategic approach is required to resolve it. This requires significant actions to take place including:

- Planning a housing strategy,
- the need to identify appropriate land for development,
- the need to secure budgets for any development,
- deliver meaningful consultation with the wider public and partner agencies over the best approach to developing new housing
- Secure planning permission for any new developments

With all this activity and more before any money on building housing begins, having flexibility in how and when all available money is spent is imperative. In summary, we feel that this proposal is aimed at fixing a problem that shouldn't be there in the first place.

Question 8:

Do you have any other comments to make on the use of Right to Buy receipts and ways to make it easier for local authorities to deliver replacement housing?

Response:

We believe that in a time when more Social Housing is required, the entire concept of Right to Buy should be abandoned. Council budgets are massively strained, and the job of having a net increase in social housing is only made more difficult when they are required to sell off some of their existing stock.

If Right to Buy is to continue, then we believe that 100% of receipts from the sale of Council houses under the scheme should be retained by the local authority for reinvestment. It should also be left to local political structures to determine what restrictions, if any, should be applied on the money generated from Right to Buy sales. This would include any timescales by which money should be spent.

The idea of requiring Housing Authorities to increase the amount of Social Housing whilst simultaneously selling off Council Houses is absurd. This is housing Councils have purchased under the self-financing regime in 2012, which is another reason for local control over these assets.

Discounts available to Council tenants purchasing their homes are also far too generous and do not reflect local variations in the housing market. We believe that the setting level of discounts offered to Council tenants should be the remit of local authorities, and not dictated by Central Government.

Question 9:

Should the Government focus be on a wider measurement of the net increase in the supply of all social and affordable housing instead of the current measurement of additional homes sold and replaced under the Right to Buy? If the target were to change, we would welcome your views on what is the best alternative way to measure the effects of Government policies on the stock of affordable housing.

Response:

When you set targets and don't meet them, this should indicate that something is not working. Our view is that the proposals outlined in this consultation will not do enough to achieve the Government goal of replacing properties sold through RTB on a "one-for-one" basis. We feel that you would need to allow Local Authorities to retain 100% of receipts for reinvestment and reduce the level of discount available for potential purchasers to stand any chance of meeting the current target. If you choose to not provide this flexibility to Local Authorities then I would abandon your current target to avoid the embarrassment of having to report a further failure to meet your own benchmarks.

Widening the approach and identifying a new target as you suggest will certainly provide a more accurate measure of the net increase/decrease of affordable housing and social housing, which is preferable to the narrow focus that the current target



Ministry of Housing,
Communities &
Local Government

Use of receipts from Right to Buy sales

Consultation



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Scope of the consultation

Topic of this consultation:	This consultation seeks views on options for reforming the rules governing the use of Right to Buy receipts from the sale of council housing, and whether we should reform the commitment that every additional home sold (as a result of the increase in discounts in 2012) is replaced on a one-for-one basis nationally.
Scope of this consultation:	This consultation seeks views on the options and invites consultees to comment as well as respond to specific questions.
Geographical scope:	These proposals relate to England only.
Impact Assessment:	The purpose of the consultation is to seek views on options to reform the rules governing the use of Right to Buy receipts. Any policy changes brought forward as a result of the consultation would be subject to appropriate assessment.

Basic Information

To:	This consultation is open to everyone. It is primarily aimed at stock-holding English local housing authorities.
Body/bodies responsible for the consultation:	Ministry of Housing, Communities and Local Government
Duration:	This consultation will last for 8 weeks and will close on 9 October 2018.
Enquiries:	For any enquiries about the consultation please contact RTBconsultation@communities.gsi.gov.uk .
How to respond:	<p>Consultation responses should be submitted by online survey: https://www.surveymonkey.co.uk/r/RTBconsultation</p> <p>We strongly encourage responses via the online survey, particularly from organisations with access to online facilities such as local authorities, representative bodies and businesses.</p> <p>Should you be unable to respond online we ask that you complete the pro forma at the end of this document. Additional information or evidence can be provided in addition to your completed pro forma.</p> <p>In these instances you can email your pro forma to: RTBconsultation@communities.gsi.gov.uk</p>

Or send to:
Right to Buy Consultation Response
Right to Buy and Local Authority Housing Division
Ministry of Housing, Communities and Local Government
3rd floor,
Fry Building
2 Marsham Street
LONDON
SW1P 4DF

When you reply it would be very useful if you confirm whether you are replying as an individual or submitting an official response on behalf of an organisation and include:

- your name,
- your position (if applicable),
- the name of organisation (if applicable),
- an address (including post-code),
- an email address, and
- a contact telephone number

Introduction

- 1 The Social Housing Green Paper, “A new deal for social housing”, published today sets out the Government’s vision for social housing following wide ranging and extensive engagement with social housing residents and landlords. Social housing remains central to our supply ambitions, providing a stable base that supports people when they need it. But our social housing offer must also be one that supports social mobility. The Green Paper includes a chapter on supply and supporting home ownership which sets out options to support local authorities to build more homes. These include changing the rules around how local authorities can use the money raised from Right to Buy sales in order to make it easier for them to build more homes. This consultation paper provides the opportunity to comment on these ideas, which are set out in more detail below. It also sets out options for reforming the commitment that every additional home sold (as a result of the increase in discounts introduced in 2012) is replaced on a one-for-one basis nationally.

Background

- 2 Under current Right to Buy legislation, council tenants – and housing association tenants who transferred with their homes from council landlords – have the right to buy their home at a discount, with the amount of discount dependent upon the length of time as a social tenant. Right to Buy discounts are currently a maximum of £108,000 in London and £80,900 outside of London.
- 3 In April 2012 the Right to Buy was reinvigorated by the Government and the maximum Right to Buy discounts were increased. A commitment was also introduced for the first time that for every additional sale (above the original baseline forecast under the Self-Financing Settlement), a new affordable home would be provided nationally through acquisition or new supply. Local authorities could also enter into an agreement with the Government to retain these additional sales receipts to fund the provision of the replacement stock.
- 4 Under the terms of the current agreements, made under Section 11(6) of the Local Government Act 2003, local authorities are required to spend retained Right to Buy receipts within three years, and for the receipts to fund no more than 30% of the cost of a replacement unit. Where a local authority is unable to spend receipts within three years they have to be returned to the Ministry of Housing, Communities and Local Government, together with interest of 4% above base rate, to be spent on affordable housing through Homes England or the Greater London Authority.
- 5 Statistics released in March 2018 showed for the first time that while the overall number of homes available for social rent has increased, local authorities have not been building enough Right to Buy replacements to match the pace of sales and the commitment that every additional home sold would be replaced on a one-for-one basis nationally is no longer being met. It is clear that local authorities need to increase their rate of delivery of new homes if they are to match the growth in sales.

- 6 The Government recognises that more needs to be done to help councils deliver replacement homes and have already taken action. Local authorities in high affordability pressure areas are able to [bid for additional Housing Revenue Account borrowing](#) which can be used alongside their unspent Right to Buy receipts to build new homes, and we have set a longer-term rent deal to provide investment stability.
- 7 The Government is aware from engagement with the sector that the current restrictions around the use of Right to Buy one-for-one receipts are a barrier to delivery. To help councils build more homes, the Government believes there is a case for greater flexibility on the use of receipts from Right to Buy sales. In a written Ministerial statement issued on 29 March 2018, the Government said it would consult further with the sector on how local authorities can use their Right to Buy receipts, and how to ensure that we continue to support local authorities to build more council homes.
- 8 The purpose of this consultation paper is to seek views on options for reforming the rules governing the use of Right to Buy receipts from the sale of council housing, and options for reforming the commitment that every additional home sold (as a result of the increase in discounts in 2012), is replaced on a one-for-one basis nationally.
- 9 The paper poses a number of specific questions. When responding it would be useful if you could identify which questions you are answering. The questions are set out in the attached pro forma.

Options for reforming the rules around the use of Right to Buy receipts

1. Timeframe for spending Right to Buy receipts

- 10 Local authorities are currently required to spend their one-for-one Right to Buy receipts within three years. If the receipts are not spent within three years the authority has to return them to the Ministry of Housing, Communities and Local Government together with interest of 4% above base rate. Returned receipts are used through Homes England or the Greater London Authority for the provision of affordable housing. The Government is aware that local authorities are frustrated when they have to return receipts plus interest despite having developments in the pipeline that they could be used on if they were able to keep them for longer.
- 11 The Government is not, however, minded to extend the three year deadline for all receipts as the ambition is still for local authorities to deliver replacements quickly and local authorities have now had six years since the rules were introduced in 2012 to build up their experience and capacity to develop and deliver new housing.
- 12 The Government is considering allowing local authorities to hold receipts they currently retain for five years instead of three, to give them longer to spend the receipts that they already have. This would also be helpful for those local authorities that are successful

in bidding for additional borrowing through the Housing Revenue Account [additional borrowing programme](#). It would also allow time for the other flexibilities proposed in this paper to be introduced, which will help make it easier for both existing and future receipts to be used.

- 13 If this flexibility was introduced, it would be made clear which receipts would fall under the five-year rule and which would fall under the three-year rule based on the quarter the receipts were received.

Question 1:

We would welcome your views on extending the time limit for spending Right to Buy receipts from three years to five years for existing receipts but keeping the three-year deadline for future receipts.

2. Cap on expenditure per replacement unit

- 14 Right to Buy receipts can currently fund no more than 30% of the cost of a replacement home (whether through acquisition or new build) and local authorities have to find additional funding for the remaining 70%.
- 15 The Government believes that this should be feasible for authorities in typically higher-demand areas where the rental stream is sufficient to finance the remaining (up to) 70% through borrowing. However, if an authority is in a high-demand area but up against its borrowing cap and therefore unable to borrow, or in a low-demand area where they are able to borrow but rents are too low to finance the required level of borrowing, this can provide a significant stumbling block. It can also be problematic for authorities wanting to build homes for social rather than affordable rent, as these require a greater subsidy than 30%.
- 16 The Government is therefore considering allowing greater flexibility in the following circumstances:
- a) Increase the cap to 50% of build costs for homes for social rent in areas where authorities meet the eligibility criteria of the Affordable Homes Programme and can demonstrate a clear need for social rent over affordable rent; and
 - b) Allow local authorities to “top-up” insufficient Right to Buy receipts with funding from the Affordable Homes Programme up to 30% of build cost for affordable rent, or 50% of build costs for social rent where authorities can demonstrate a need for social rent, with bids for top-up to be submitted to the Affordable Homes Programme.

Question 2:

We would welcome your views on allowing flexibility around the 30% cap in the circumstances set out above, and whether there are any additional circumstances where flexibility should be considered.

3. Use of receipts for acquisition

17 Local authorities can use Right to Buy receipts for the acquisition of existing properties as well as for new build, and acquisitions currently account for around 40% of replacements. Last-minute high-value acquisitions, where local authorities use receipts rather than have to return them to the Department together with interest, have been highlighted as one of the problems affecting replacement. This has an impact on the level of new supply being achieved through Right to Buy receipts. However, in some areas acquisition may be cheaper than new build and offer better value for money or may better reflect local needs. Acquisition can also be effective in bringing empty properties back into use. The Government does not therefore propose to implement a blanket ban on acquisition but is considering restricting acquisitions in order to help drive up new supply.

18 We have considered restricting the use of receipts for acquisition by:

- a) introducing a price cap per dwelling based on average build costs at Homes England and Greater London Authority operating area level;

Table 1 – Average total scheme costs (build cost) by operating area provided by Homes England and the Greater London Authority.¹

Homes England/GLA Operating Areas	Average Total Scheme Costs (2018/19 prices)
Midlands	132,000
North East, Yorkshire and the Humber	113,000
North West	122,000
South East	167,000
South West	152,000
Inner London	268,000
Outer London	265,000

For example, in the North East or Yorkshire and the Humber areas, it may sometimes be cheaper to acquire a property for less than £113,000 rather than build a new unit. In this case, the local authority would be allowed to acquire the property rather than build a new unit.

However, in London, in most instances, it is likely to be cheaper to build a new property than to acquire one. Purchases of properties over £265,000 in Outer London and £268,000 in Inner London would not be allowed.

¹ This is based on programme data from the Affordable Homes Programme between 2015-18. These have been updated to 2018/19 prices using the Consumer Price Index (CPI) forecasts produced by the Office of Budget Responsibility from Spring Statement 2018

or

b) allowing acquisition in certain areas only, for example, where average build costs are more than acquisition costs.

Our preference is for option a) as option b) would effectively introduce a blanket ban in some areas, which would prevent acquisition of empty properties in those areas.

Question 3:

We would welcome your views on restricting the use of Right to Buy receipts on the acquisition of property and whether this should be implemented through a price cap per unit based on average build costs.

4. Tenure of replacement home

- 19 Housing built or acquired by local authorities using Right to Buy receipts has to be provided at affordable or social rent. There can be viability issues in providing homes under these tenures for some developments and the Government is considering allowing local authorities flexibility to use receipts for shared ownership housing as well as for affordable and social rent. This could help with viability in some areas and is in line with the definition of affordable housing used under the Affordable Homes Programme.
- 20 Whilst this flexibility could lead to a reduction in the number of replacements being offered at affordable or social rent in some areas, this would be a matter for local authorities to determine in accordance with local needs. We are aware from our engagement with local authorities that this flexibility is not, in any case, likely to be taken up in all areas.

Question 4:

We would welcome your views on allowing local authorities to use Right to Buy receipts for shared ownership units as well as units for affordable and social rent.

5. Changing the way the cost of land is treated

- 21 Local authorities have to account for their spending and income in a way that satisfies government regulations. Local authorities include most day-to-day spending and income within an account called the General Fund. The General Fund includes spending and income from a range of services including refuse collection, leisure facilities and community development work. Those authorities with a council-owned housing stock have a duty to maintain an additional account called the Housing Revenue Account. The Housing Revenue Account specifically accounts for spending and income relating to the management and maintenance of the council-owned housing stock.

- 22 The majority of local housing authorities (166) have a Housing Revenue Account. In other areas, all council homes have been transferred to Housing Associations. The Housing Revenue Account is governed by strict rules, set out in primary and secondary legislation which control rents and the type of tenancies that can be offered, and give tenants the Right to Buy. The Housing Revenue Account is separated from the local authority's General Fund by a "ring fence" to prevent council tax payers subsidising council housing, and vice versa.
- 23 Where local authorities want to use land in their General Fund to build housing on, they are required to compensate the General Fund from their Housing Revenue Account for the value of the land and the value of the land is not counted as a cost in calculating the authority's one-for-one expenditure. The Government is considering relaxing this restriction to allow local authorities to gift land from the General Fund to their Housing Revenue Account at zero cost, without increasing the Housing Revenue Account Capital Finance Requirement or increasing borrowing limits by the amount necessary to transfer land into the Housing Revenue Account. This will make it easier for local authorities to use land from within their General Fund for housing delivery.
- 24 We are considering limiting this to land which has been held in the General Fund for a number of years and are considering whether this should only apply to land which has not previously been developed or whether to also include land with derelict buildings.

Question 5A:

We would welcome your views on allowing the transfer of land from a local authority's General Fund to their Housing Revenue Account at zero cost.

Question 5B:

We would also welcome your views on how many years land should have been held by the local authority before it can be transferred at zero cost, and whether this should apply to land with derelict buildings as well as vacant land.

6. Transferring receipts to a Housing Company or Arm's-Length Management Organisation (ALMO)

- 25 Local authorities are increasingly setting up housing companies as a means of developing expertise and capacity in delivering new housing. Local authorities are not currently allowed to transfer Right to Buy receipts to a housing company or to an Arm's-Length Management Organisation as the homes built through these organisations do not come under the Housing Revenue Account and are, therefore, not subject to the same protections which residents in council homes enjoy. This means that rents are not set according to government policy and residents are not guaranteed a right to buy their homes.
- 26 The Government believes that, in general, social and affordable housing should be built and managed within a local authority's Housing Revenue Account so that residents' rights are protected and they have access to the Right to Buy. Maintaining this

provision also guarantees the integrity of the ring-fence, protecting both council tenants and Council Tax payers from their money being used for purposes that will not benefit them. However, Government recognises that there are occasions where delivering affordable housing through housing companies might be appropriate, such as where the Housing Revenue Account cannot sustain new building, and is seeking views on the use of Right to Buy receipts through these organisations.

- 27 The Government believes it is important that council social housing residents have the opportunity to realise their aspirations and become homeowners. Where housing companies are delivering and retaining affordable homes we expect them to offer an opportunity for tenants to become homeowners where feasible.

Question 6:

We would welcome your views on whether there are any circumstances where housing companies or Arm's-Length Management Organisations should be allowed to use Right to Buy receipts.

7. Temporary suspension of interest payments

- 28 If a local authority does not spend their Right to Buy receipts within three years the receipts have to be returned to the Ministry of Housing, Communities and Local Government, together with interest of 4% above base rate, to be spent on affordable housing through Homes England or the Greater London Authority. The intention is to encourage local authorities to return receipts sooner where they do not have immediate delivery plans.
- 29 We know that local authorities would prefer to spend the receipts themselves rather than return them to be spent by Homes England/Greater London Authority as returned receipts are not targeted at the local authority area they were returned from. However, there will be instances where a local authority is unable to spend their receipts within the timeframe and the Government is considering providing a short window of time during which local authorities could return receipts without interest.
- 30 If introduced, we consider that this flexibility would apply for one quarter only and that local authorities would be given advance notice of the timing to allow decisions to be taken on whether to return receipts. The period of time the flexibility would operate would tie in with the current Right to Buy pooling requirement timetable.

Question 7:

We would welcome your views on allowing a short period of time (three months) during which local authorities could return receipts without added interest.

8. Other Comments

31 We would welcome your views on other flexibilities which could be introduced to make it easier for local authorities to deliver new housing with their Right to Buy receipts.

Question 8:

Do you have any other comments to make on the use of Right to Buy receipts and ways to make it easier for local authorities to deliver replacement housing?

Reforming the replacement commitment

32 With the reinvigoration of Right to Buy in 2012, the Government committed to ensuring that, for every additional council home sold as a result of the increased discounts, a replacement home would be provided nationally through acquisition or new build.

33 Under the target as it currently stands, sales by each local authority are measured against a baseline of sales predicted pre-reinvigoration in 2012. For any sales above that baseline, councils can choose to keep a proportion of the money to invest in new housing for affordable and social rent, subject to the conditions set out earlier in the paper. If a local authority cannot meet these conditions, they must return the money to the Ministry of Housing, Communities and Local Government to be spent through Homes England or the Greater London Authority on affordable housing. The target measures these additional sales against the number of housing starts made by local authorities, Homes England or the Greater London Authority using the receipts from the additional sales.

34 The national target has now been missed for the last two quarters. This trend is set to continue. However, the measurement of the number of homes sold or acquired and the replacements built which count towards the commitment does not currently include:

- Homes sold by councils within the baseline forecast for Right to Buy sales from 2012
- Homes sold under the preserved Right to Buy
- Council homes sold other than through the Right to Buy
- Homes built by local authorities with grant and other funding
- Affordable homes built by housing associations

35 The current target focuses on the effects of one policy and does not take into account Government's other efforts to increase the net supply of social and affordable housing. The Government has a strong record of supporting the building of new social housing, which includes the £9 billion Affordable Homes Programme. As such, since 2012, the number of homes provided for social and affordable rent is 159,000, compared to local authority Right to Buy sales of 66,000. Taking into account the total net change in social and affordable rented housing stock, including the Preserved Right to Buy, other sales and losses due to demolitions, there has been a net increase of 49,000 social

and affordable rented homes since 2012. Therefore, the Government is consulting on whether it would be preferable to measure the overall effects of Government policy on social housing stock, instead of narrowly measuring it against the Right to Buy target.

- 36 One option would be for the Government to drop the current target and to focus on a broader measurement that takes into account all the social and affordable housing that has been sold or lost against the total number of additional social and affordable housing so that it is clear whether there has been an increase rather than loss overall. This would mean that all properties sold under the Right to Buy would be included rather than just those above the baseline forecast in 2012, as well as new social housing bought or built by local authorities and housing associations, regardless of how this has been funded.

Question 9:

Should the Government focus be on a wider measurement of the net increase in the supply of all social and affordable housing instead of the current measurement of additional homes sold and replaced under the Right to Buy? If the target were to change, we would welcome your views on what is the best alternative way to measure the effects of Government policies on the stock of affordable housing.

About this consultation

This consultation document and consultation process have been planned to adhere to the Consultation Principles issued by the Cabinet Office.

Representative groups are asked to give a summary of the people and organisations they represent, and where relevant who else they have consulted in reaching their conclusions when they respond.

Information provided in response to this consultation, including personal data, may be published or disclosed in accordance with the access to information regimes (these are primarily the Freedom of Information Act 2000 (FOIA), the Data Protection Act 2018 (DPA), and the Environmental Information Regulations 2004).

If you want the information that you provide to be treated as confidential, please be aware that, as a public authority, the Department is bound by the Freedom of Information Act and may therefore be obliged to disclose all or some of the information you provide. In view of this it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information we will take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

The Ministry of Housing, Communities and Local Government will process your personal data in accordance with the law and in the majority of circumstances this will mean that your personal data will not be disclosed to third parties. A full privacy notice is included at Annex A.

Individual responses will not be acknowledged unless specifically requested.

Your opinions are valuable to us. Thank you for taking the time to read this document and respond.

Are you satisfied that this consultation has followed the Consultation Principles? If not or you have any other observations about how we can improve the process please contact us via the [complaints procedure](#).

Annex A: Personal data

The following is to explain your rights and give you the information you are entitled to under the Data Protection Act 2018.

Note that this section only refers to your personal data (your name, address and anything that could be used to identify you personally) not the content of your response to the consultation.

1. The identity of the data controller and contact details of our Data Protection Officer

The Ministry of Housing, Communities and Local Government (MHCLG) is the data controller. The Data Protection Officer can be contacted at dataprotection@communities.gsi.gov.uk

2. Why we are collecting your personal data

Your personal data is being collected as an essential part of the consultation process so that we can contact you regarding your response and for statistical purposes. We may also use it to contact you about related matters.

3. Our legal basis for processing your personal data

The Data Protection Act 2018 states that, as a Government department, MHCLG may process personal data as necessary for the effective performance of a task carried out in the public interest, e.g. a consultation.

3. With whom we will be sharing your personal data

Personal data will not be shared outside of MHCLG. Any data that is shared beyond MHCLG will be anonymised.

4. For how long we will keep your personal data, or criteria used to determine the retention period.

Your personal data will be held for two years from the closure of the consultation.

5. Your rights, e.g. access, rectification, erasure

The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right:

- a. to see what data we have about you
- b. to ask us to stop using your data, but keep it on record
- c. to ask to have all or some of your data deleted or corrected
- d. to lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law. You can contact the ICO at <https://ico.org.uk/>, or telephone 0303 123 1113.

6. The Data you provide directly will be stored by SurveyMonkey on their servers in the United States. We have taken all necessary precautions to ensure that your rights in terms of data protection will not be compromised by this.

7. Your personal data will not be used for any automated decision making.

8. Your personal data will be stored in a secure government IT system. Data provided to Survey Monkey will be moved from there to our internal systems by March 2019.

Annex B: Consultation response proforma

If you are responding by email or in writing, please reply using this questionnaire proforma, which should be read alongside the consultation document. If you are completing the form online you are able to expand the comments box should you need more space.

Your Details (Required fields are indicated with an asterix(*))

Family Name (Surname)*	
First Name*	
Title	
Address	
City/Town*	
Postal Code*	
Telephone Number	
Email Address*	

Are the views expressed on this consultation your own personal views or an official response from an organisation you represent?* (please tick as appropriate)

Personal View

Organisational Response

Name of Organisation (if applicable)

--

If you are responding on behalf of an organisation, please tick the box which best describes your organisation.

Local Authority (including National Parks, Broads Authority, the Greater London Authority and London Boroughs)

Neighbourhood Planning Body/Parish or Town Council

Private Sector organisation (including housebuilders, housing associations, businesses, consultants)

Trade Association /Interest Group/Voluntary or Charitable organisation

Other (Please specify)

--

Options for reforming the rules around the use of Right to Buy receipts

Timeframe for spending Right to Buy receipts

Question 1:

We would welcome your views on extending the time limit for spending Right to Buy receipts from three years to five years for existing receipts but keeping the three year deadline for future receipts.

Please enter your comments here

Cap on expenditure per replacement unit

Question 2:

We would welcome your views on allowing flexibility around the 30% cap in the circumstances set out in the consultation paper, and whether there are any additional circumstances where flexibility should be considered.

Please enter your comments here

Use of receipts for acquisition

Question 3:

We would welcome your views on restricting the use of Right to Buy receipts on the acquisition of property and whether this should be implemented through a price cap per unit based on average build costs.

Please enter your comments here

Tenure of replacement home

Question 4:

We would welcome your views on allowing local authorities to use Right to Buy receipts for shared ownership units as well as units for affordable and social rent.

Please enter your comments here

Changing the way the cost of land is treated

Question 5A:

We would welcome your views on allowing the transfer of land from a local authority's General Fund to their Housing Revenue Account at zero cost.

Please enter your comments here

Question 5B:

We would also welcome your views on how many years land should have been held by the local authority before it can be transferred at zero cost, and whether this should apply to land with derelict buildings as well as vacant land.

Please enter your comments here

Transferring receipts to a Housing Company or Arm's-Length Management Organisation (ALMO)

Question 6:

We would welcome your views on whether there are any circumstances where housing companies or Arm's-Length Management Organisations should be allowed to use Right to Buy receipts.

Please enter your comments here

Temporary suspension of interest payments

Question 7:

We would welcome your views on allowing a short period of time (three months) during which local authorities could return receipts without added interest.

Please enter your comments here

Other comments

Question 8:

Do you have any other comments to make on the use of Right to Buy receipts and ways to make it easier for local authorities to deliver replacement housing?

Please enter your comments here

Reforming the replacement commitment

Question 9:

Should the Government focus be on a wider measurement of the net increase in the supply of all social and affordable housing instead of the current measurement of additional homes sold and replaced under the Right to Buy? If the target were to change, we would welcome your views on what is the best alternative way to measure the effects of Government policies on the stock of affordable housing.

Please enter your comments here

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 11

Subject: **Award of the Integrated Asset Management Contract**

Purpose of report: This report updates members on progress made on the procurement of the Integrated Asset Management Contract, and seeks agreement of the recommendations contained within the September 2018 Cabinet report.

Recommendation:

1. To agree the Cabinet decision for the approval of Bidder A 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, and
2. That delegated authority be given to the Strategic Lead (Housing Health and Environment) and Strategic Lead (Legal, Licensing and Democratic Services) to negotiate and complete the contract.

Reason for recommendation: As our current repairs and works to voids contract comes to an end we need to retender the works to ensure that we maintain tenant's homes in good repair with modern facilities – A Decent Home for All.

Officer: Amy Gilbert-Jeans - Property and Asset Manager, ext. 2578
Agilbert-jeans@eastdevon.gov.uk

Financial implications: A representative from finance has been involved throughout the entire procurement journey assessing the contract options, evaluating the bidders and conducting financial due diligence at each stage of the process.

Some of the key advantages of the price per property/price per void contract are increased cost certainty, improved transparency and the inbuilt incentive for the contractor to get it right first time

Legal implications: This procurement exercise has been rigorously carried out to ensure compliance with EU procurement requirements. While the Council has made it clear that it is not obliged to accept the lowest tender (i.e. the cheapest) or any tender, we have stated that the contract will be awarded to the bidder who has the best overall score (calculated in accordance with the published evaluation criteria) and so we must adhere to this requirement. Essentially this means that should the contract be awarded then this must be to Bidder A. The alternative is to decide not to award the contract and tender the contract again. However, given the amount of time, cost and effort that has gone in to the process this is not recommended. More importantly such action



would require further extensions to the existing contracts which could result in the Council falling foul of procurement rules. The draft contract is well advanced but it is likely that there will be some further work on this and the Legal department, together with our external lawyers, will ensure that a robust contract is completed if the decision is to award the contract.

Equalities impact: Medium Impact

We have involved tenants throughout the process through the Housing Review Board, tenants groups and as part of the evaluation process.

Risk: Medium Risk

A risk register has been used throughout the project.

Links to background information:

<http://eastdevon.gov.uk/media/2532954/combined-hrb-agenda-210618.pdf> (Item 13)

<http://eastdevon.gov.uk/media/2317941/combined-hrb-agenda-110118.pdf> (item 11)

<http://eastdevon.gov.uk/media/1973368/combined-hrb-agenda-120117.pdf> (item 14 and 15)

<http://eastdevon.gov.uk/media/2022994/combined-hrb-agenda-090317.pdf> (item 11)

<http://eastdevon.gov.uk/media/2140883/combined-hrb-agenda-150617.pdf> (item 9)

<http://eastdevon.gov.uk/media/2197069/combined-hrb-agenda-070917.pdf> (item 10)

<http://eastdevon.gov.uk/media/2396042/combined-hrb-agenda-080318.pdf> (Item 12)

Link to Council Plan: Encouraging communities to be outstanding.

1 Background

- 1.1 The Board has received previous detailed reports over the past 18 months on progress being made with renewing the integrated asset management contract (detailed in the links section above).
- 1.2 This report outlines the progress that has been made since June 2018 and seeks 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.

2 Key Steps

- 2.1 At the time of the last HRB report, the Evaluation Panels were due to consider the initial bids of our 6 remaining bidding contractors.
- 2.2 The results of this were finalised by 8 June, with the three highest scoring bids moving through to the final stage of the procurement journey.
- 2.3 The Negotiation Stage began on 11 June and consisted of an initial one day of negotiations with each bidder. The dialogue sessions were an excellent opportunity to

engage with potential contractors and understand more thoroughly the detail of their submissions with an opportunity for us to feedback directly with regards to the scores that had been awarded at the Invitation to submit an initial tender stage (ISIT). There was an allowance within the timetable to have a further day with each bidder, but this was not required.

- 2.4 We then asked the bidders to refine and submit their final tender (ISFT); incorporating any adjustments that may have arisen during the negotiation phase. These were evaluated and final scores given against the pre-set criteria.
- 2.5 Clarification questions were submitted and answered throughout the process using an on-line portal. The staff employed by the current/incumbent contractors are protected by TUPE regulations and some of the clarifications have been around this aspect of the contract and how bidders price for risk.
- 2.6 A series of due diligence checks were undertaken on the final results and on this basis we have confirmed the placements of first, second and third place.
- 2.7 The summary of the detailed scoring within the report is as follows:

Bidders	Quality	Cost	Total Score	Rank
Bidder A	52.92	39.21	92.13	1
Bidder B	48.30	39.60	87.90	2
Bidder C	43.56	40.00	83.56	3

- 2.8 There is a clear difference in terms of quality scores with pricing very close reflecting in scores of less than one mark apart. However, the combined scores reveal a clear winner with close to four points between first and second and second and third.
- 2.9 There is a statutory requirement to consult our leaseholders before awarding the contract and this process commenced on 21 August 2018 and is due to complete by 24 September.

3. Next Steps

- 3.1 Cabinet approval has already been sought to appoint Bidder A to deliver the new service subject to no negative and significant feedback from leaseholders (Cabinet report reproduced in **annex 1**).
- 3.2 With this approval in place, we plan to issue the statutory Standstill Letters (Alcatel) to the unsuccessful bidders on the 6th September 2018. The standstill period runs for ten days and if no challenge is received during this period we can enter into contract with our preferred bidder, subject to the results of the leaseholder consultation.

- 3.3 Once we have awarded the contract we start a period of mobilisation for the new contractor and we have allowed ourselves until 1 February for this important aspect of the process. We will also need to manage the performance of the incumbent contractors during this period to ensure that tenants continue to receive a high quality service and seamless transition.
- 3.4 A draft contract has been available to bidders throughout this procurement and inevitably there will be a period of final drafting and both parties agreeing final terms and conditions.
- 3.5 Our next report to you will detail the mobilisation process that we will undertake over the coming months in the run up to the start of the new contract. The procurement team in their current form will be disbanded and a new mobilisation team will be established with the various skills and expertise that will be required to ensure we are appropriately prepared and ready to enter into our new contracting arrangements.

Report to:

Cabinet

Date of Meeting:

5 September 2018

Public Document:

Yes

Exemption:

None

Review date for release

None



Agenda item:

To be completed by Democratic Services.

Subject:

Award of the Integrated Asset Management Contract for housing repairs and work to void property etc.

Purpose of report:

This report outlines the procurement journey we have undertaken for the appointment of a building repairs and maintenance contractor to perform work on our Council housing portfolio, and tenants homes.

We have reached the final stage in the process and seek cabinet approval to enter into contract with the highest scoring bidder.

The tender has been referred to as an Integrated Asset Management Contract because it initially requires a contractor to undertake responsive repairs and works to bring our void properties up to our lettable standard, but has the facility to be extended to include planned, cyclical and servicing work, where the contractor is performing to an acceptable standard.

Recommendation:

- (1) Based on the evaluation of tenders for the Integrated Asset Management contract the Tender Evaluation Panel recommend the appointment of Bidder A to deliver and operate the services specified in the contract and tender documents. This being subject to a satisfactory outcome of a statutory leaseholder consultation process, and**
- (2) Delegated authority be given to the Strategic Lead (Housing Health and Environment) and Strategic Lead (Governance & Licensing) to negotiate and complete the contract with Bidder A.**

Reason for recommendation:

As our current repairs and works to voids contract comes to an end we need to retender the works to ensure that we maintain tenant's homes in good repair with modern facilities – A Decent Home for All.

Officer:

John Golding Strategic Lead – Housing, Health & Environment

Financial implications:

A representative from finance has been involved throughout the entire procurement journey assessing the contract options, evaluating the bidders and conducting financial due diligence at each stage of the process.

Some of the key advantages of the price per property/price per void contract are increased cost certainty, improved transparency and the inbuilt incentive for the contractor to get it right first time.

Legal implications:

This procurement exercise has been rigorously carried out to ensure compliance with EU procurement requirements. While the Council has made it clear that it is not obliged to accept the lowest tender (i.e. the

cheapest) or any tender, we have stated that the contract will be awarded to the bidder who has the best overall score (calculated in accordance with the published evaluation criteria) and so we must adhere to this requirement. Essentially this means that should the contract be awarded then this must be to Bidder A. The alternative is to decide not to award the contract and tender the contract again. However, given the amount of time, cost and effort that has gone in to the process this is not recommended. More importantly such action would require further extensions to the existing contracts which could result in the Council falling foul of procurement rules. The draft contract is well advanced but it is likely that there will be some further work on this and the Legal department, together with our external lawyers, will ensure that a robust contract is completed if the decision is to award the contract.

Equalities impact: Medium Impact

We have involved tenants throughout the process through the Housing Review Board, tenants groups and as part of the evaluation process.

Risk: Medium Risk

A risk register has been used throughout the project.

Links to background information: • Procurement of Integrated Asset Management – ISFT Selection Report (12th August 2018) (**Confidential**)

Link to Council Plan: Encouraging communities to be outstanding.

1 Background

- 1.1 For over a year we have been exploring how best to re-procure our repairs and maintenance service for Council homes so as to provide our tenants with outstanding service and value for money in advance of our current contract coming to an end. We have explored various forms of service delivery, including in-sourcing the service as part of a Wholly Owned Subsidiary. We elected to tender for an out-sourced integrated asset management model.
- 1.2 The Housing Review Board has received previous detailed reports on the preparations and progress being made with renewing the repairs contract at each of its meetings over the last eighteen months. A Project Team of officers from several Housing teams has worked on the procurement, including representation from Finance; Strata; and DDC Procurement, led by the Property & Asset Manager. Tenants have also been involved at various stages of the procurement.
- 1.3 The contract is worth circa. £100m over 15 years, with a proposed term of 10 years with the option to extend by up to five years.
- 1.4 Early on we identified the three key drivers for taking the service forward:
 - Greater control over the service
 - Cost savings and efficiencies
 - Incentives for service improvement
- 1.5 The **Housing Review Board** agreed that as part of the procurement we have an 'EDDC core repairs' offer which includes:
 - Contract with a single service provider
 - Using formal partnering contract (TPC2005)

- Contract with minimum term of 10 years
- Introduction of 'price per property' model
- Incentivised commercial model
- A new void specification and associated costs target
- A robust customer satisfaction survey process
- Reset repairs classifications (emergency – 4 hours; routine – at resident's convenience, but within 28 days)
- Appointments made for all repairs at first point of contact
- Extended access to core service (Mon-Fri 8am-8pm, Sat 9am-1pm)
- A renewed 'right first time' assessment with a fix and stay fixed requirement
- Introduction of a complete property service model – contractor undertakes an annual physical check of all 'working' components and structure of property (MOT)
- Introduction of new suite of KPIs (key performance indicators)
- Consideration to adding planned, cyclical and servicing works into scope of contract
- A review of the handy person scheme (future delivery to be included within contract)
- ICT solution – ICT offer from service provider to be a key aspect of selection.

1.5 We were attracted by the Price Per Property (PPP) and Price Per Void (PPV) model, which is increasingly being used in the sector. This model builds on a fix priced per property for repairs/voids (with a list of what is and isn't included within this). There would also be a budget for excluded works and a 'risk pot'. The exclusions are priced using an industry Schedule of Rates process.

1.6 We were also excited at the prospect of a Complete Property Service (CPS) by which the service provider undertakes an annual physical check of all 'working component parts' and the structure of the property for defects and carries out any required repairs to prevent the need for repairs to be reported by the tenant over the next 12 months. This would need to be carried out by a multi-skilled operative, and is akin to an annual property MOT.

1.7 We appointed consultants **echelon** early in the process who have guided and assisted us through the complex procurement journey, and provided excellent advice at each stage of the process.

2 Key Steps in the procurement journey

2.1 The EU compliant procurement process we are using is a 3 stage process. It consists of three main elements; the Standard Selection Questionnaire (SSQ), the Invitation to Submit Initial Tender (ISIT) including a Negotiation stage, followed by an Invitation to Submit a Final Tender (ISFT). An on-line procurement portal was used providing transparency and clarity for those engaged in the process.

2.2 A Bidders Day information event took place on the 28th February, with representatives from 9 companies attending. This was a very successful event and a good opportunity for bidders and the project team to meet ahead of the first submission deadline on 21st March 2018.

2.3 We received expressions of interest from 21 different companies, with seven bidders submitting their SSQ by the deadline. The SSQ stage tests to see that companies are financially fit to operate a contract of this size and asks them to describe their experience in delivering similar contracts.

- 2.4 We asked bidders to respond to questions covering eight topics, including Customer involvement, Social Value, IT competence and Health and Safety. These sat alongside the standard financial questions and were evaluated by members of the Project team. We also secured the assistance of a Strata analyst for the ICT question and were grateful to three tenant representatives who evaluated the responses relating to Customer Involvement.
- 2.5 We were very pleased with the responses we received to the SSQ and although we had the option of dropping the bottom placed bidder, we felt that the responses were sufficiently close to take all seven companies through to the ISIT stage of the process.
- 2.6 We held a successful ISIT Bidders Day on 25th April which all seven bidders attended. Again the event was deemed very successful with a good opportunity for us to engage with bidders and promote the opportunities of the partnership. We were also pleased to have tenants join us for the event, giving potential bidders the opportunity to engage and discuss views from a tenant perspective.
- 2.7 We had received representations from several of the bidders requesting an extension to the deadline for submitting their responses to the ISIT questions. We had built in some flexibility into our procurement timetable, and after discussions with our consultants, echelon, it was felt that we could extend the deadline by two weeks without impacting on the major milestones contained within the timetable.
- 2.8 The deadline for submitting ISIT responses was therefore extended until 22nd May.
- 2.9 Shortly after this decision was taken, one of our incumbent service providers announced that they would be withdrawing from the process as they felt the new model did not fit in with their future business plans. Our six remaining bidders submitted their ISIT responses by the deadline.
- 2.10 The ISIT stage asked bidders to tell us how they would intend to run the new contract, and as with the SSQ stage, there were eight themes to respond to. These were:
- Project Delivery
 - Health and Safety
 - Performance Management
 - ICT Specification
 - Social Value
 - Customer Care
 - Cost Control
 - Transfer of Undertakings, Protection of Employment (TUPE)
- 2.11 The same Officers and our three tenant representatives as at the SSQ stage evaluated each question, and the results were finalised by 8th June, with the three highest scoring bids moving through to the final stage of the procurement journey.
- 2.12 The Negotiation Stage began on 11th June and consisted of an initial one day of negotiations with each bidder. There was an allowance within the timetable to have a further day with each bidder, but this was not required.
- 2.13 We then asked the bidders to refine and submit their final tender (ISFT); incorporating any adjustments that may have arisen during the negotiation phase. These were evaluated and final scores given against the pre-set criteria.

- 2.14 Several of the Project Team attended the Tenant Involvement Forum (TIF) in early June to ensure that tenants are kept informed of our progress to date and will be providing further updates as progress is made.
- 2.15 Clarification questions were submitted and answered throughout the process using the on-line portal. The staff employed by the current/incumbent contractors are protected by TUPE regulations and some of the clarifications have been around this aspect of the contract and how bidders price for risk.
- 2.16 The Project Team members working in different groups scored the ISFT quality submissions, and captured notes on the key reasons for the marks awarded with the positives and negatives in respect of each answer to the questions, under the eight themes. The pricing/commercial element of the submission went through a clarification process before being assessed through the predetermined scoring matrix.
- 2.17 Due diligence has been performed on the pricing/commercial elements of the submissions, and the quality evaluations.
- 2.18 There is a statutory requirement to consult our leaseholders before awarding the contract and this process commenced in late August and is due to complete by the end of September. I am seeking Cabinet approval subject to no negative and significant feedback from leaseholders.

3. Final Tender Evaluation

- 3.1 A procurement report produced by our consultants has been provided as a **confidential document** which shows the final scores for price (maximum 40%) and quality (maximum 60%) along with providing more detail on the procurement process that has been carried out.
- 3.2 The summary of the detailed scoring within the report is as follows:

Bidders	Quality	Cost	Total Score	Rank
Bidder A	52.92	39.21	92.13	1
Bidder B	48.30	39.60	87.90	2
Bidder C	43.56	40.00	83.56	3

- 3.3 There is a clear difference in terms of quality scores with pricing very close reflecting in scores of less than one mark apart. However, the combined scores reveal a clear winner with close to four points between first and second, and second and third.
- 3.4 The names of the three bidders are shown in the **confidential report** alongside their price and quality scores. **We propose to enter into contract with Bidder A who was ranked first in the cumulative score, as can be seen at paragraph 13.1.1 of the report.** All bidders have been verbally informed of the outcome of the evaluation process.
- 3.5 Once the leaseholder consultation period has concluded we will issue the statutory Standstill Letters (Alcatel) to the unsuccessful bidders. The standstill period runs for ten days and if no challenge is received during this period we can enter into contract with our preferred bidder.

- 3.6 We are anticipating providing detailed feedback to the unsuccessful bidders who have put a lot of time and effort into competing for this contract. We will announce the successful contractor after the standstill period has expired.
- 3.7 Once we have awarded the contract we start a period of mobilisation for the new contractor and we have allowed ourselves until 1st February for this important aspect of the process. We will also need to manage the performance of the incumbent contractors during this period to ensure that tenants continue to receive a high quality service and seamless transition.
- 3.8 A draft contract has been available to bidders throughout this procurement and inevitably there will be a period of final drafting and both parties agreeing final terms and conditions.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 12

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 29 October 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 agree the next steps detailed in Section 2 of this report.**

Reason for recommendation: The tenancy agreement requires updating to reflect changes in policy and legislation.
Officer: Tim Laurence-Othen TLaurence-Othen@eastdevon.gov.uk Housing Projects Officer
Tel: 01395 571677

Financial implications: No Financial implications

Legal implications: The statutory regimes of the Housing Act 1985, Localism Act 2011 have been fully considered in the amendments made to the latest version of the Tenancy Agreement.

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. HRB were notified of this in their September 2017 meeting, a link to which can be found at the head of this report.
- 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 8th 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.
- 2.3 The Explanation of Changes document that will be sent to tenants is attached as **Annex 2** to this report.
- 2.4 The Statutory Consultation will run for six weeks from 29 October 2018 until 10 December 2018.
- 2.5 Any further amendments arising from the consultation period will be incorporated into the tenancy agreement before the final agreement is presented to HRB on 24th January 2019 for approval. This will then go through to Cabinet and Full Council for ratification.
- 2.6 The formal Notice of Variation and Tenancy agreement will then be sent to all tenants on 28 February 2019.
- 2.7 The new tenancy agreement would then come into effect from 15 April 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.

9th draft – 3rd September 2018

Your tenancy agreement

Effective from

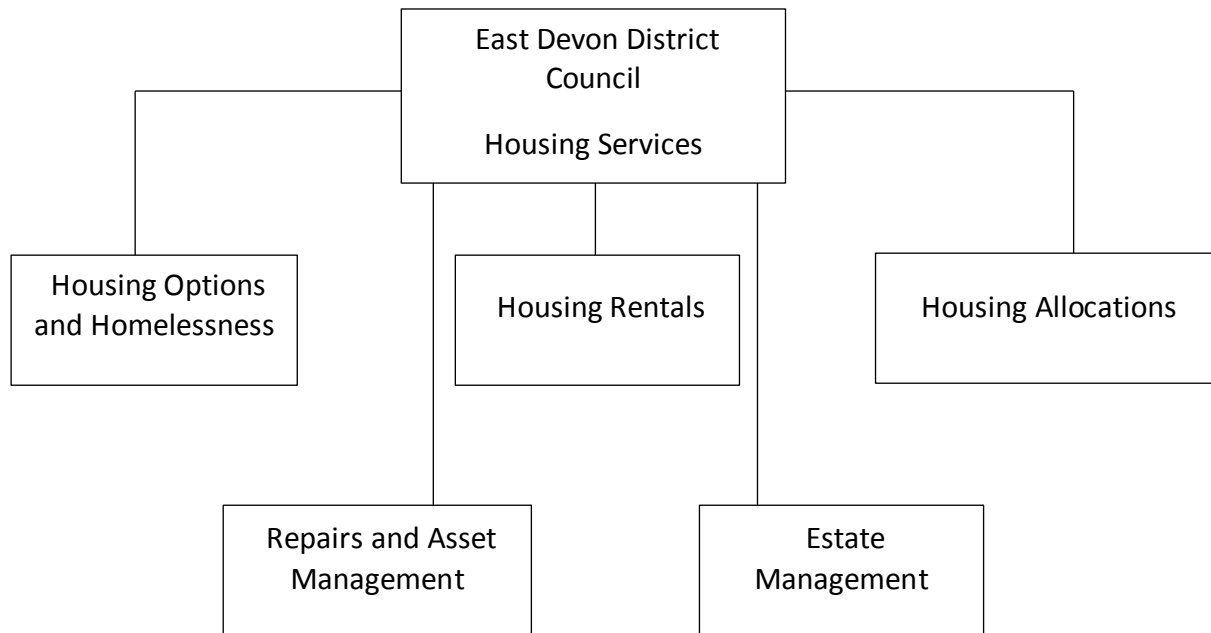
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2. About the type of tenancy agreement you have
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4. Your responsibilities
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8. Using your personal information, data protection and the National 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. 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 to 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 Needs team or you can get advice from the Citizens Advice Bureau or a solicitor.

This tenancy agreement is used for:

- Introductory tenancies
- Flexible tenancies
- Secure tenancies

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

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

Your responsibilities under this agreement apply to you, your family, your friends and relatives and anyone else living 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 secure or flexible tenancy. You will have been told which applies to you when you are offered the introductory tenancy.

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

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

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

2.3 Secure tenants (Housing Act 1985)

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

3 Grounds for possession of your home

3.1 The right to live peacefully in your home

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

- You break any conditions of the agreement. If you do we can take legal action to either make you meet the conditions or pursue a court order to evict you.

- You find another home or you stop using the property as your only or principal home.
- You have given false and misleading information to get the tenancy
- We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
- You fail to give access to allow us to carry out our legal duty to undertake an annual safety inspection of our gas appliances
- 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 or any future law which allows us to get involved.

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.

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

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

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

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

4 Your responsibilities

4.1 Act responsibly and respect the property

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

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

- you are evicted for a breach of this agreement
- you have abandoned your home
- you still owe rent
- 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.

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.

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

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

- g. write threatening, abusive or insulting letters, emails, 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
- not part with possession of your home or sub-let your home without our written permission (see 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 abuse
- 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

If you have a mobility scooter, or are considering getting one, you must consider carefully where you will park it and how you will charge any batteries. 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. You may be open to prosecution by the Fire Service if it is found that a fire has been caused due to the storage of your mobility scooter in one of these areas.

Please discuss this with your estate management or mobile support officer.

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 need to 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. (If you are in doubt please seek our advice).

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. Please contact estate management for further details.

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 can ask you to remove it or take legal action for breaching the nuisance and antisocial behaviour clauses of this agreement. You must not keep a dog that is covered by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976.

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

4.8.2 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. We recommend that you bury your pets in an animal cemetery or arrange for them to be cremated. Further details are available from local vets.

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 reasonable 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 Section 87 of the Housing Act 1985 and Section 106 of the Localism Act 2011 and any future legislative changes which affect your rights to succeed.

5.1.1 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.

5.1.2 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.

5.1.3 Number of successions

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

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

5.1.4 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. We can only use this reason between 6 and 12 months after the previous tenant's death and only by court order.

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

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

Also need to check whether new legislation has come in

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 but you must not sublet the whole property as this invalidates your tenancy.

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

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

5.4.1 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 normally allow you to transfer to another property owned by us, or any other social landlord, if:

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

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

5.5 Right to exchange (Secure and flexible tenancies only)

5.5.1 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. Please contact us for further details.

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

5.9.1 The Right to Buy your property

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

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.

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

6 OUR RESPONSIBILITIES

6.1 Doing repairs

6.1.1 Keeping your home in good repair

We will keep in good repair:

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

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

6.1.2 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

6.2.1 A right to be consulted and involved in decision 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

We rarely have to make any changes to the tenancy agreement. However, we do review it to make sure that it is clear and that it complies with the law.

6.3.1 Consultation on changes to the tenancy agreement

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.

6.4 Service of legal documents

6.4.1 Service of legal notices or documents

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

- handing it to you in person or to any adult at the property
- delivering it through the letter box of the property
- sending it by first class post to the property or to your last known home 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. You are advised to contact a solicitor or an advice centre for further advice. We therefore advise you to think carefully before serving notice to end your tenancy.

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 Needs 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.

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

(this applies to flexible tenants only)

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

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

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

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

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

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

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.

We may forfeit the flexible tenancy in any of the following circumstances:

- if any total weekly rent, including service charges, is unpaid for 7 days after it became due, whether formally demanded or not; or
- if there has been a breach of any of your other obligations in this agreement or any of those obligations have not been performed; or
- in any of the circumstances amounting to a ground for possession set out in the Housing Act 1985 as it may be amended from time to time; or
- if you cease to occupy the property as your only or principal home.

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)

7.3.1 Re-entry

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

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

7.3.2

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

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

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

8.1 Your personal information

8.1.1 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 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, where requested. .

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.

9 CONTRACT RIGHTS FOR THIRD PARTIES

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

10 FUTURE ACTS OF PARLIAMENT

This agreement takes into account the following legislation:

- Housing Act 1985
- Housing Act 1996
- Data Protection Act 2018
- Contracts (Right of Third Parties) Act 1999
- Freedom of Information Act 2000
- Anti-social Behaviour Act 2003
- Civil Partnership Act 2005
- Unfair Terms in Consumer Contract Regulations 1999
- Localism Act 2011
- Prevention of Social Housing Fraud Act 2013
- Anti-social Behaviour, Crime and Policing Act 2014
- 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: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release none



Agenda item: 13

Subject: **Proposal to replace three passenger lifts at Poplar Mount, Axminster.**

Purpose of report: To consider urgent replacement of the lifts to ensure tenant's homes are accessible at all times.

Recommendation: **Members approve the preferred option, the urgent replacement of the three lifts on the site, with delegated responsibility given to the Senior Technical Officer for Asset Management and Compliance to determine the most effective, suitable scheme for replacement.**

Reason for recommendation: The current unreliability of the lifts at this location have health and safety consequences for residents living in the block.

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

Sue Bewes, Landlord Service Manager, ext. 2200, sbewes@eastdevon.gov.uk

Financial implications: The balance in the capital receipts reserve available for the Housing capital program is currently £1.5m with a forecast budgeted spend in the year of £0.5m leaving a residual of £1m available for further capital investment which would be utilised should the board approve the lift replacement. It should be noted that the reduction of this reserve may have future implications on the housing capital program budgets in future years should levels of RTB Sales reduce.

Legal implications: Legal Services have no specific comment to make at this time, those procuring the services will need to follow all procurement rules and must ensure that appropriate contracts are let that provide the Council will the necessary protection in the event of the problems that can occur in significant build projects. Sufficient due diligence should be carried out before any project is specified and tendered for. Consideration will of course need to be given to the needs of the tenants. Legal Services will be happy to provide more specific guidance and advice in respect of each project as it becomes relevant.

Equalities impact: High Impact

Many of our vulnerable residents rely on the lifts to be working in order to safely access and exit their homes.

Risk: High Risk
There are significant safety risks to residents if they are unable to access their homes safely.

Links to background information: 1. <http://eastdevon.gov.uk/media/1837906/combined-hrb-agenda-080916-public-version.pdf>

Link to Council Plan: Living in this outstanding place

1. Background

- 1.1 As outlined in a report to the Board in September 2016, we have begun a rolling programme of lift replacement across our stock. The last block to be completed was Morgan Court in Exmouth. This was not without its challenges and positively has given us some learning to consider in terms of how we replace lifts in the future.
- 1.2 The next site for consideration is Poplar Mount, a sheltered scheme in Axminster comprising of 3 blocks of flats with a total of 19 properties. Each block has 1 passenger lift within it. The flats are easy to let, placed as they are so centrally within the town and its amenities. They are situated between the hospital and the town centre, both of which are accessible on foot within just a few minutes, meaning tenants enjoy the full amenities of the town of Axminster without having to use their cars. The flats are situated on the edge of one of the town's main car parks and as such parking and accessibility are never an issue. One of the blocks also houses the Axminster cluster office from which a team of three Mobile Support Officers operates, and the building has recently been improved to include work stations for three extra members of Housing staff now that we are working more flexibly across the Housing Service.
- 1.3 Generally this is very good sheltered accommodation that is popular with people trying to access our sheltered housing as they are 1 bedroom flats which are lift supported. We have a need for 1 bedroom supported accommodation due to younger adults being eligible to bid on sheltered properties, but being unable to pay the support charge as well as the charge for an extra bedroom, which is the case with much of our sheltered accommodation. Generally speaking our 2 bedroom properties are unaffordable for younger adults with support needs, especially those under the age of 35 who are only eligible for the single room rate benefit, if they have a support need.
- 1.4 The block was built in 1967 and the original lifts remain meaning they are now over 50 years old. The lifts are much smaller in size than an average lift and this is a regular complaint from tenants who live in the block. Although of course the design of the lifts was compliant with building regulations at the time, the lifts are becoming increasingly difficult to keep running due to the type and age of parts. We have a maintenance contract in place for the servicing and maintenance of the passenger lifts, but recently we have been warned by our contractors that on breakdown of certain parts, it would be unlikely that the appropriate replacement parts could be sourced to repair the lift. We have undertaken a number of improvements over the past year to keep the lifts running as best we can, this has proved costly and offers us no guarantees in terms of longevity.
- 1.5 The lifts are used regularly by the tenants above the ground floor. We have tenants in all three blocks that would be housebound without functioning lifts. Those that currently don't need the lifts are likely to need them as their mobility declines. Currently, if the lifts weren't available then occupants of 6-8 flats would need to be rehoused immediately.

- 1.6 Following a survey of the site, we have recently been given a menu of recommended repairs in order for the lifts to remain compliant in their current format. A high proportion of these repairs are not possible due to parts that can no longer be accessed, this in effect means the lifts are currently non-compliant in their current format.
- 1.7 Due to the risks involved with the current running of the lifts, we have recently communicated with tenants in the block to this effect to make them aware of the risks. We have also made the fire service aware of issues with this block in the event of persons being stuck in the lift. We have reassured tenants that we are considering options for replacement urgently and that we will continue to keep them informed of the situation. We have investigated the option of installing stair lifts to the communal stairwells however in line with the fire management policy for the block, the stairwells are deemed too narrow therefore advice from the fire service has been against the installation of stair lifts.

2 Options for replacement

- 2.1 To reduce expenditure and prevent significant costs, one option is to leave the lifts running as they are currently and wait until they completely breakdown. This option presents a number of risks and consequences for residents and ultimately would be seen as a short sighted approach to management of our stock.
- 2.2 The second option would be to close the lifts down now, preventing the risk of the lifts failing. This would mean each household would need to be assessed in terms of their ability to live in the flats without a lift provision on either a permanent or temporary basis. We are aware that this would currently affect approximately 6-8 households, but we would need to assess this as part of consultation with residents. This would challenge our ability to designate this scheme as good sheltered housing and we would need to carefully review the allocation policy going forward for the blocks perhaps considering future decommissioning of the 3 blocks.
- 2.3 The third option is that we explore replacing all 3 lifts that will fully comply with current building regulations.
- 2.4 Replacement of the lifts on this site is not straight forward due to the size of the lift shafts installed. Replacement in its current format is not an option therefore there are two options for how we replace the lifts.

The options are set out below:

Option 1	Construct new lifts within the footprint of the existing blocks. Due to the increase in the size of the lifts required, there are 4 proposals for how this could be done. All proposals under this option require re-modelling of individual flats to accommodate the new lift shafts and access to the lifts. In the majority of the options, tenants are likely to lose some minor lobby and cupboard space within their properties. The impact of this will vary based on what option is selected.
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Option 2	Construct external lift shafts at the rear of the existing block. This will impact on 3 flats in each block and again will see a minor reduction of space in the kitchen, lobby and cupboard spaces of the effected properties.
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2.5 Both of the options above will lead to significant decant issues for tenants that will mean periods of time when the blocks will need to be empty for works to take place. The works will be managed appropriately in order to reduce the risk of delays in order to urgently ensure tenants can return to their homes. It is difficult to predict the cost of decanting residents as experience has taught us that depending on the time scales involved, residents often prefer residing with friends/family and this positively reduces our costs in these circumstances.

2.6 Significant building works will be required for both options above, this is in addition to the cost of the replacement lifts.

2.7 The works will be tendered appropriately and approximate costs have been estimated as set out below

Building works to create 3 lift shafts	£100,000.00 per block = £300,000.00
Lift replacement of 3 lifts	£70,000.00 per block =£210,000.00

2.8 Officers recommend that delegated authority is given to the Senior Technical Officer for Asset Management and Compliance to specify the most suitable option for lift replacement in line 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. All necessary statutory approvals will be sought accordingly.

2.9 Budget provision of £550,000.00 should be put aside for the replacement of the lifts and associated building works, this will include specialist consultancy support as required. A proportion of this cost can be taken from our capital programme; major improvements to existing properties (£150,000.00) Members will need to approve the remainder of the budget from reserves.

3 Tenant Consultation and tendering the work

3.1 Replacement of the lifts on this site are going to lead to significant disruption for tenants, and Officers across the service will work closely to support residents through this. Our Mobile Support Officers will play a vital part in communication and the decanting issues that will arise as a result of this piece of work.

3.2 As far as possible we will involve tenants in the options and choices that will be available as we propose to take this piece of work forward.

3.3 We will tender the works through our Supplying the South west e-procurement portal, this work will be undertaken by Officers within the Property and Asset team.

4 Conclusion

4.1 The report highlights the option of a major investment to the Poplar Mount sheltered housing scheme. Upon completion the works will form part of a future proofing programme that maintains and ensures good provision of sheltered housing in Axminster.

4.2 We are currently faced with serious compliance consequences in relation to the lifts and if approved by the Board today these works will be factored in urgently with the need to strengthen our position in this area. An assessment will be made in terms of timescales and an appropriate decision will be taken with regards to whether the lifts need to be shut down in the short term whilst we wait for the works to be completed.

4.3 We will keep our tenant groups up to date with progress due to the significant impact these works will have on our residents.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **14**

Subject: **Roof replacement to Council properties in various locations.**

Purpose of report: The report proposes additional expenditure to complete roof replacement works to a number of Council properties.

Recommendation: Members are asked to approve **Option 3** – to provide authorisation for additional funding from the HRA (£334,492.06) for re-roofing work to cover the whole cost of this programme.

Reason for recommendation: To ensure pro-active asset management to ensure tenants homes are in good condition.

Officer: Graham Baker, Senior Technical Officer- Asset Management and Compliance, ext. 2394

gbaker@eastdevon.gov.uk

Financial implications: Option 2 does have the benefit of being budget neutral however this does delay required revenue expenditure into the following year. The residual balance in the capital receipts reserve of £1m is available for further capital investment and would be utilised should the board approve option 3. It should be noted that the reduction of this reserve may have future implications on the housing capital program budgets in future years should levels of RTB Sales reduce.

Legal implications: Legal Services have no specific comment to make at this time, those procuring the services will need to follow all procurement rules and must ensure that appropriate contracts are let that provide the Council will the necessary protection in the event of the problems that can occur in significant build projects. Sufficient due diligence should be carried out before any project is specified and tendered for. Consideration will of course need to be given to the needs of the tenants. Legal Services will be happy to provide more specific guidance and advice in respect of each project as it becomes relevant.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

Link to Council Plan: Living in this outstanding place

1. Properties requiring re-roofing

1.1 The following properties have been identified as requiring roof replacements, the properties are set out below:

- 4 Elm Orchard, Axmouth
- 2, 9 and 10 Patteson Close, Alfington
- 13, 15, 17, 19, 21,23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49 and 51 Burnside, Exmouth
- 9 Parkway, Exmouth
- 1 St Budeaux Orchard, Ottery St Mary
- 1 and 2 Hillside, Payhembury
- Block 1 (property nos. 46 – 66 and 70 – 90) Harepath Road, Seaton
- 68 Harepath Road, Seaton
- 17 Lower Brook Meadow, Sidford
- Block 1 (property nos. 28 – 35) Lawn Vista, Sidmouth
- 6 Cott Park, Woodbury

1.2 The properties listed above have been identified as requiring re-roofing following detailed inspections by Housing Officers. Over the past few years numerous problems have been experienced with the roofs and this has led to increased expenditure in maintaining the roofs on a reactive basis. Failures have included:

- Roof leaks
- Nail sickness resulting in slipped roof slates/tiles (due mainly to age)
- Slates/tiles/lead flashings blowing off of the roofs during adverse weather
- Lead flashings failing around chimneys (due to age) resulting in leaks
- Failure of flashings/collars resulting in leaks
- Failure of the felt underlay (the felt will disintegrate due to age)

1.3 The roof covering is original to the properties and has not been replaced since they were first built, repairs have been carried out over a number of years with increasing regularity, so much so it is considered that economically re-roofing is the best option/solution. This approach is in line with good asset management and follows the ethos that we are managing the properties rather than the other way round.

2 Potential Risks associated with not replacing roofs

2.1 Should the properties not be re-roofed then they will be constantly at risk of failure resulting in leaks/water penetration, which can result in extensive damage to not only the roof structure but other elements of the property e.g:

- Ceilings
- Walls
- Decorative finishes

As well as damage to the property/structure, tenant's fixtures, fittings and possessions could also be subjected to damage which in turn leads to complaints and ultimately reputational damage to East Devon District Council.

3. Extent/Description of the Work

3.1 The proposed re-roofing work at each of the properties comprises the removal and replacement of existing pitched and flat roof covering including but not restricted to the following:

- Removal of existing tile/slate pitched roof covering including felt and battens and replacement with new.
- Removal of existing felt/asphalt flat roof coverings and replacement with new.
- Repairs to and alterations to chimney stacks including taking down to below roof level.
- Removal of soffit board linings and cloaks containing asbestos some of which is licenced and notifiable to the Health & Safety Executive.
- Removal of fascia, barge and soffit boards and replacement with new in pvcu.
- The replacement of existing rainwater goods with new in pvcu.
- The replacement of areas of timber horizontal cladding with new in pvcu.
- The removal/relocation/re-fixing of overhead mains electric and telephone cables.
- The removal/relocation/re-fixing of TV aerials/satellite dishes etc.
- Alterations to boiler flues.
- Alterations to soil vent pipes including removal of those note to contain asbestos.
- Sundry minor building/repair/alteration work as particularly specified.

4. Benefits of the Re-roofing

4.1 The benefits of the proposed re-roofing work include:

- Provision of a complete new roof covering compliant with Statutory Regulations specifically Building Regulations and British Standards.
- Specifications prepared by product manufacturers that come complete with Warranties.
- Improving the thermal performance of the roofs which in turn can assist in reducing the fuel costs to Tenants.
- Minimising the need for future repairs.

5. Costs and Funding

5.1 There are clear cost benefits associated with grouping these works together in a programme of works, this will have a positive effect on our responsive repairs budget going forward.

5.2 Tenders have been obtained for the aforementioned re-roofing work; the lowest Tender received is in the sum of £484,492.06; the Tender is broken down and summarised as follows:

• Preliminaries/Dayworks/General	£ 91,322.00
• Elm Orchard, Axmouth	£ 21,050.40
• Patteson Close, Alington	£ 30,475.24
• Burnside, Exmouth	£112,656.32
• Parkway, Exmouth	£ 9,237.76
• St Budeaux Orchard, Ottery St Mary	£ 10,106.92
• Hillside, Payhembury	£ 27,363.88
• Block 1, Harepath Road, Seaton	£111,043.56
• Harepath Road, Seaton	£ 6,596.80
• Lower Brook Meadow, Sidford	£ 20,721.16
• Block 1, Lawn Vista, Sidmouth	£ 30,035.08

- Cott Park, Woodbury

£ 13,882.44

TOTAL

£484,492.06

- 5.3 At present £150,000.00 is allocated in the budget for re-roofing work which is insufficient to carry out what has been identified as essential re-roofing work. There is a shortfall of £334,492.06 on the funding for works identified.
- 5.4 The shortfall in funding leaves three options, as follows:
- **Option 1** – significantly reduce the amount of re-roofing that is carried out so that it is kept within the current budget of £150,000.00.
 - **Option 2** – increase the level of funding in order to carry out all of the re-roofing work; one way of achieving this could be to use the budget of £320,000.00 currently allocated for PVCu Eaves Replacement Work. This would mean holding up our 2018/2019 programme of eaves replacement work until the new financial year (2019/2020). This programme is currently in its final phase of completion as part of our 5 year improvement programme so this would lead to a delay in the completion of this area of improvement works.
 - **Option 3** – request and obtain authorisation for additional funding (£334,492.06) for re-roofing work to cover the whole cost for the re-roofing work.
- 5.4 Should Option 1 be adopted then it should be understood and accepted that any properties not re-roofed will be subject to failure and potential damage not only to the roof, but also the interior of the properties as well as potentially costly repairs.
- 5.5 Should Option 2 be considered then it should be noted that a further £14,492.06 of additional funding will need to be secured/found to carry out all of the works required.

6 Management & Execution of the Work

- 6.1 The re-roofing work will be managed and carried out as a single project under a JCT Minor Building Works Contract by an appointed Contractor.
- 6.2 The Contract will be overseen and managed by one of the Programmed Works Officers within the Housing Property & Asset Team.
- 6.3 A Contract Period of 20 weeks has been set to carry out all of the re-roofing work.
- 6.4 Members are asked to consider and approve the preferred option from the above.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release none



Agenda item: 15

Subject: **Compliance management.**

Purpose of report: To raise awareness of compliance matters that relate to management of the housing stock.

Recommendation: **Members to note progress that is being made with health and safety compliance in relation to the management of our stock.**

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

To ensure our properties remain compliant with all current legislation

Officer: Amy Gilbert-Jeans. Property and Asset Manager, tel. 2578

Agilbert-jeans@eastdevon.gov.uk

Financial implications: The financial implication of compliance issues are considered during the budgeting and forecasting process and have been reflected as accurately as possible within the current finance report to the HRB.

Legal implications: There are no specific legal implications but Legal Services will advise on any changes to the statutory regimes where necessary.

Equalities impact: Low Impact

Risk: High Risk

There are high risk consequences of failing to comply with legislation in relation to compliance from a safety, financial and reputational perspective.

Links to background information:

- <http://eastdevon.gov.uk/media/1287754/combined-hrb-agenda-100915-public-version.pdf>
- <http://eastdevon.gov.uk/media/1973368/combined-hrb-agenda-120117.pdf>
- <http://eastdevon.gov.uk/media/1973368/combined-hrb-agenda-120117.pdf>

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

1. Introduction

- 1.1 Ensuring our properties remain compliant in line with all health and safety legislation is a top priority for day to day management of our housing stock. We are continually monitoring this area of our work and pride ourselves in taking a zero tolerance approach to any matters that may jeopardise our ability to remain compliant.
- 1.2 Compliance covers a range of areas and this report will briefly summarise information in relation to the core areas of compliance that we are managing within the housing stock.
- 1.3 Following the tragedy of the Grenfell Fire, we are spending a considerable amount of time satisfying ourselves that we are following good practice in relation to fire safety and we are pleased to offer you further reassurance today to accompany this report in the form of video footage which captures progress we are making in relation to ensuring our fire doors are fit for purpose.
- 1.4 Staffing levels have been reviewed carefully over the past two years to ensure we have appropriate resources in place to manage this area of work. We now have a Compliance Surveyor working within the property and asset team who works closely under the leadership of the Senior Technical Officer for Asset Management and Compliance, to ensure we are meeting all priorities. This designated resource gives us a good overview of compliance across the Service and works closely with frontline officers to ensure responsibilities are understood and implemented.
- 1.5 We have introduced the discipline of monthly compliance meetings that are chaired by the Compliance Surveyor. This ensure any areas of concern are addressed as necessary with actions being taken promptly with clear lines of responsibility to ensure clarity.

2. Specific areas of Compliance

- 2.1 **Annex 1** gives a detailed breakdown of the main areas of responsibility in relation to ensuring our housing stock remains compliant. The document outlines the relevant policies that each area of compliance relates to and gives details of areas we are currently working on.
- 2.2 The document refers too many of the areas of compliance being included in our new Integrated Asset Management Contract that will commence during 2019. This will give us some longer term stability in terms of these areas of work that have to be managed. The re-tendering process for such contracts can be timely and risky in terms of any delays that may lead to this not being done on time and therefore leading to contracting arrangements not being in place. Including such compliance work in the new contract going forward will stabilise this for us as well as offer better value for money due to the longevity of the contract.
- 2.3 We have made excellent progress in relation to obtaining asbestos information for our housing stock and apart from properties where we have had access challenges to enter the property, we now have surveys for 100% of our stock. Our Asbestos Management Plan and Policy outlines in detail how asbestos is managed and sets out clearly our approach to day to day management, removal and processes for the event of an exposure. Responsibilities in this area stretch wider than just our own responsibilities including the need for us to ensure our contractors are managed accordingly with the necessary evidence in place to ensure this is being done. Spot checks have recently been undertaken out onsite and pleasingly the results have been positive.

- 2.4 We have been working closely with our void contractors to ensure legionella risk assessments are in place on every void property. This ensures our percentage checks are carried out accordingly and has been a useful exercise in terms of understanding our stock better in relation to legionella management.
- 2.5 In relation to Annex 1, Members will note some concerns under our responsibilities of Construction Design and Management Regulations 2015 (CDM), we are currently reviewing our approach to this due to changes in legislation that have happened since our original contract was in place.
- 2.6 We have an excellent record in relation to gas safety and will take the necessary legal action against tenants who do not allow us access to their properties to ensure the annual gas safety check is undertaken. Officers work closely with our gas contractors on a daily basis in order to liaise over properties that are causing us concern. Our legal processes start early in order to deal with properties before they go out of compliance, this maintains the safety of the property in question as well as the surrounding properties.
- 2.7 We also capture Safeguarding awareness and training as part of our core compliance responsibilities. It is critical that we continually refresh ourselves with the principles of safeguarding children and vulnerable adults and these responsibilities are widely publicised through-out the organisation. Educating contractors who can act as 'eyes and ears' whilst working within our properties is seen as a top priority and all operatives are given an annual training session in this area undertaken by the Property and Asset Manager.

3. Fire Safety

- 3.1 The Regulation Reform (Fire Safety) 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.
- 3.2 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.
- 3.3 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 the stock and as requested at the June 2018 meeting of Housing Review Board, we will provide you with some evidence today via a video that explores one element of this.
- 3.4 The video focuses on a recent piece of work that has involved us commissioning an external specialist to inspect the installation of fire doors within the stock. The inspector is checking installations in line with current fire safety guidance and building regulations. These tests are currently underway across a proportion of our fire doors and depending on the outcome of the tests, we will take a view on what further work/reassurance might be required.

- 3.5 There have been a number of specific brands of fire doors named recently that alert landlords to failures in testing in terms of the 30 minute protection a fire door should offer. Reassuringly our records indicate that we have not installed any of these branded doors, but we are taking a cautious approach to this in terms of currently liaising with our day to day contractors to cross check their position and records in relation to this.
- 3.6 We will once again promote Fire Door Safety awareness week which will run from the 24 September until the 30 September. As part of the week we will be raising awareness through staff training initiatives, social media platforms as well as tenant awareness such as an article in the next Housing Matters magazine.
- 3.7 Another area of concern that the Hackett review has highlighted is the competency of Officers who are responsible for fire safety and in response to this we are currently reviewing the training and development needs of Officers who hold this responsibility to identify any areas of training that we may need to focus on. As a responsible employer we must ensure our Officers are trained accordingly and fully understanding of their responsibilities in relation to this critical area of health and safety. Our Senior Technical Officer for Asset Management and Compliance and our Compliance Surveyor have recently completed an in depth fire risk assessors course, this will enable us to challenge the completion and management of fire risk assessments at a higher level.
- 3.8 In 2015 Members approved an increase in budget for fire safety works of up to £250,000 per year for a period of 5 years. This additional spend has allowed us to complete large scale fire safety works. This has included:
- Installing emergency lighting schemes where they either did not exist or required significant upgrading
 - Upgrading of fire alarm installations in blocks of flats
 - Upgrading fire detection equipment within properties
 - Replacement of flat entrance doors across the entire stock
 - Significant upgrades of communal areas within blocks of flats in relation to fire safety
 - Replacement of some external doors on blocks of flats
 - Completed all risk assessment recommendations deemed urgent
 - Fire stopping works on all voids and all refurbishment works including where we have replaced kitchens and bathrooms.
 - Replaced defective and asbestos constructed fire breaks within roof voids of blocks of flats
 - Reviewed and amended all fire related servicing contracts to ensure compliance
- 3.9 Our current risk assessments are due to expire in December 2018 and work is currently underway to re-tender the contract. This will once again be tendered through our Advantage South West procurement framework that has been set up to support landlords with this area of compliance.
- 3.10 Due to a recent fire on one of our sheltered schemes, we have recently taken the decision to bring forward improvement works to Arcot Park in Sidmouth. The fire that was a result of arson, heightened the risk level to the blocks and due to works that needed completing as a result of the fire taking place we have accelerated the larger scale improvements works required to these blocks and tenders are currently being evaluated in the preparation for award of contract.

3.11 The risk assessments have drawn our attention to a number of blocks of flats where improvement works in relation to fire safety will not be straightforward to complete. We have commissioned some specialist consultancy advice to assist us with these specialist blocks and help us address what might result in large scale improvement/investment works to flats to meet fire safety standards. We intend to present a further report to the November HRB meeting that will detail a potential increase in budget for fire safety for 2019/2020.

4. Tenant Awareness

4.1 It is critical that we take every opportunity to educate tenants in matters relating to compliance. In the next edition of Housing Matters we will be detailing information in relation to fire door safety week and we often run articles in relation to asbestos management and gas safety.

4.2 Tenant's understanding and awareness of such issues are a critical part of how we manage compliance. We need to empower tenants to ensure they understand the signs to look out for and to feel supported and understanding of how such matters can be reported to us for action. Issues often arise in blocks of flats where certain behaviours (such as wedging open fire doors) can create additional risks and our estate management officers are capturing such checks as part of monthly fire safety inspections to communal areas.

5. Conclusion

5.1 We are always looking for improvements and better ways to manage this area of risk and critically we must ensure constant awareness and understanding of new legislation. Our robust, zero tolerance approach ensures safety at every level and work in this area is constantly prioritised as the platform for everything else we do.

5.2 Our new integrated asset management contract will embed many of the principles raised in this report and we have clearly specified in our new contract terms and conditions our expectations with regards to how we expect compliance to be managed. Advances in technology such as evolving digital platforms will provide us with a number of benefits in terms of how safety information is held and cascaded. We are also looking at expanding our current dashboard reporting system that generates performance reports in relation to compliance matters.

5.3 Tightening legislation in a number of areas is likely to lead to increased expenditure and this will have an effect on future budget provision. Members are likely to have difficult funding decisions ahead as we potentially may need to cut back on items that may not be deemed a priority in order to ensure safety issues are dealt with as priority.

Compliance Matrix

Area of compliance	Current Position	Future	Comments	Policy/Procedures
Procurement	Planned Works - all projects are tendered in line with EDDC's Procurement Policy via the use of 'e' tendering through the 'Supplying the South West Portal' managed by Devon County Council. Planned Works - use is made of procurement frameworks for some projects, particularly the Advantage South West Procurement group that EDDC belongs to Reactive Repairs and Voids - currently Contracted to MD Building Services and Skinner Construction	Some/all Planned Works may be added into the new Integrated Asset Management Contract. Some/all Planned Works may be added into the new Integrated Asset Management Contract. Asset Management Contract (that incorporates Reactive Repairs and Voids) is coming to a close; it is anticipated that this Contract will go live on 1st February 2019.	Procurement of ad-hoc/specialist reactive repair work is not particularly clear and needs to be reviewed to ensure that it is line with EDDC's Procurement Policy.	Corporate policy - Contract Staining Orders
Construction Design & Management Regulations (CDM)	Reactive Repairs and Voids - at present there is concern that CDM documentation is not prepared/sufficient for these types of works; this needs to be addressed as there is a potential risk if such documentation is not prepared	Reactive Repairs and Voids - processes need to be put in place to ensure compliance with the CDM Regulations 2015 for the Reactive Repairs/Voids.	All Officers within the Property & Asset Team have received extensive CDM Training comprising of both full and half day courses; further training will be provided for the Reactive/Voids team by EDDC's in house H & S Team.	
Asbestos Surveying & Air Testing	Currently contracted out to ACE Consultants (UKAS accredited)	Asbestos surveying Contract will be re-tendered when the Contract with ACE expires.	Approximately 3900 property management surveys complete; additional surveys coming in on a daily basis. Management surveys of Communal areas carried out annually when required. A bulk update of asbetsos surveys is sent to our main contractors monthly Asbestos Register on Open Housing will be built/completed in the near future All staff receive annual asbetsos awareness training. Compliance Surveyor is P405 trained	Asbestos Management Plan & Policy - Housing
Asbestos Removal	All asbestos removal is carried out by Contractors as instructed.	Asbestos removal will remain with Contractors	Asbestos removal for planned works will be specified as a part of the overall work; all Specifications for Planned work include a Asbestos removal for void reactive work will carried out by the term Maintenance Contractor(s). N.B all asbestos is removed at COT where possible Under the new Integrated Asset Management Contract there is a requirement that all operatives must be Cat B task trained to work with asbestos. All asbestos removal directly instructed by EDDC is carried out by an approved licensed asbestos removal contractor (Normally Shield)	Asbestos Management Plan & Policy - Housing
Gas Servicing	Currently contracted to Liberty Gas	Contract expires in 2020; gas servicing will either be re-tendered or added into the new Integrated Asset Management Contract.	Currently 100% compliant. Gas void check carried out on every COT	Gas Policy - Housing
Unvented cylinder servicing	Currently included as an addition to the Gas Servicing Contract carried out by Liberty Gas.	Will be included in the new Integrated Asset Management Contract from day 1.		
Solid Fuel Servicing	Currently Contracted to Skinner Plumbing	Will be included in the new Integrated Asset Management Contract from day 1.		
Electrical Testing (5 year)	Currently Contracted to Dodds	Contract expires in 2022; electrical testing (5 year) will either be re-tendered or added into the new Integrated Asset Management	Year 2 of the 5 yearly electrical testing programme commenced in April 2018; 5 areas have been established so Area 1 will be re-tested in year 6, area 2 in year 7 etc. ECIR carried out on all COT	
PAT Testing	Currently Contracted to Dodds	Contract expires in 2022; PAT will either be re-tendered or added into the new Integrated Asset Management Contract.	PAT testing carried out annually & at every COT (temporary housing)	

Intelligent Night Storage Heater Servicing	No arrangement currently in place	Will be included in the new Integrated Asset Management Contract at some point.	Manufacturers are still to finalise their recommended service requirements, it is likely to include battery testing/replacement	
Air Source Heat Pump Servicing	Currently included as an addition to the Gas Servicing Contract carried out by Liberty Gas.	Will be included in the new Integrated Asset Management Contract from day 1.		
Solar PV servicing	Currently included as an addition to the Gas Servicing Contract carried out by Liberty Gas.	Will be included in the new Integrated Asset Management Contract from day 1.		
Solar thermal servicing	Currently included as an addition to the Gas Servicing Contract carried out by Liberty Gas.	Will be included in the new Integrated Asset Management Contract from day 1.		
Whole House Ventilation System	Currently managed by the Reactive Repairs Team	Will be included in the new Integrated Asset Management Contract from day 1.		
Legionella Risk assessments	Currently in place for all Community Centres and District Offices. Risk Assessments are requested for each and every void carried out; this meets the requirement for risk assessing a percentage of our properties on an annual basis. Risk assessments carried out on all properties with a Rain Water Harvesters & the bore hole		Legionella Action Plan for all stock needs to be produced. Quotations to carry out Risk Assessments on all blocks of flats to be obtained, orders to be placed all to determine those that may have shared water tanks; assessments will determine if testing regimes. Compliance Surveyor & Senior Technical Officer (Asset Management & Compliance) had Legionella Responsible Person Training	Legionella Policy - Housing
Legionella Testing	Currently Contracted to Interserve; currently testing the Community Centres & District Offices Legionella testing carried out on all voids following the risk assessment; work arranged by the term Maintenance Contractors.	Will be included in the new Integrated Asset Management Contract from day 1. Will be included in the new Integrated Asset Management Contract from day 1.		
Fire Risk Assessments	In place for all Community Centres, District Offices and Communal areas of blocks of Flats.	Consideration is being given to tendering a longer term Contract for Fire Risk Assessments to obtain continuity and also to include a reference contact for specialist advice.	Quotations to carry out new Fire Risk Assessments for all Community Centres, District Offices and Communal Areas of Blocks of Flats to be obtained; orders to be placed to carry out this work at the end of this year/early next year. Intention is that Fire Risk Assessments will be Compliance Surveyor & Senior Technical Officer (Asset Management & Compliance) are qualified Fire Risk Assessors	Fire Policy - Housing
Fire Alarm Testing	Currently Contracted to ADT	Will be included in the new Integrated Asset Management Contract on expiry of the ADT		
Emergency Light Testing	Currently Contracted to ADT	Will be included in the new Integrated Asset Management Contract on expiry of the ADT		
Automatic Opening Vents	Currently Contracted to ADT	Will be included in the new Integrated Asset Management Contract on expiry of the ADT		
Smoke/Heat/CO Detector Testing	Currently Contracted to ADT (all properties not covered by other other Contracts) Currently Contracted to Liberty Gas (all properties subject to an annual gas service). Currently contracted to Skinners (all properties subject to an annual solid fuel service). Currently Contracted to Chubb through Home Safeguard (all sheltered properties covered by	Will be included in the new Integrated Asset Management Contract on expiry of the ADT Contract expires in 2020; gas servicing will either be re-tendered or added into the new Integrated Asset Management Contract. Will be included in the new Integrated Asset Management Contract from day 1. Will remain under the management of Home Safeguard for the foreseeable future		
Dry Riser Testing	Currently Contracted to ADT	Will be included in the new Integrated Asset Management Contract on expiry of the ADT		
Fire extinguishers	Currently Contracted to ADT	Will be included in the new Integrated Asset Management Contract on expiry of the ADT		
Automatic doors/automatic door openers	Currently Contracted to Dorma	Will be included in the new Integrated Asset Management Contract from day 1.		
Door Entry Systems	Not currently tested/Contracted	Will be included in the new Integrated Asset Management Contract as and when new door entry systems are installed.		
Passenger Lifts	Currently Contracted to Stannah	Servicing Contract to be re-tendered on expiry of the Contract with Stannah or included in the new Integrated Asset Management		
Stairlifts	Currently Contracted to Stannah	Servicing Contract to be re-tendered on expiry of the Contract with Stannah or included in the new Integrated Asset Management		

Overhead Track Hoists	Currently Contracted to South Western Aid	Will be included in the new Integrated Asset Management Contract from day 1.		
Clos-o-mats	Currently Contracted to Total Hygiene	Will be included in the new Integrated Asset Management Contract from day 1.		
Sewage Treatment Plants	Currently carried out by Streetscene	Will remain with Streetscene for the foreseeable future	Will be meeting with Streetscene to check and ensure that they are carrying out the required specified servicing work, if not alternative	
Borehole	Currently carried out by Streetscene	Will remain with Streetscene for the foreseeable future	Will be meeting with Streetscene to check and ensure that they are carrying out the required specified servicing work, if not alternative Emergency procedure in place to provide water to properties served	
Rainwater Harvesters	Currently Contracted to Complete Water Solutions	Will be included in the new Integrated Asset Management Contract from day 1.		
Fixed Ladder Testing	Carried out annually via quotation from a specialist company.	Will be included in the new Integrated Asset Management Contract from day 1.		
Leaseholders	Section 20 notices prepared and served by individual Officers. Leaseholder consultation carried out as and when required		Leaseholder service charges prepared and managed by Graham Symington	Leasehold Management Policy
Party Wall Agreements	Carried out by Officers when required			
Right to Repair	Timescales set within our system			Property & Asset Compensation Policy
HHSRS	Dealt with as priority repairs & managed by team		Numerous officers have had training	
Hot works	Design out where we can. All contractors must hold hot works permits			
Safeguarding	Constant awareness raising required through mar	Ongoing responsibilities		Corporate Safeguarding Policy

Other Policies

Housing Car Park Management Policy
 Housing Responsive Repairs Policy
 Housing Decant Policy
 Housing Garage Management Policy
 Housing Improvements to Council Properties Policy
 Housing Mutual Exchange Policy
 Housing Recharging Policy
 Housing Void Management Policy
 Housing Adaptations Policy
 Property & Asset Compensation Policy
 Safeguarding - Corporate Policy
 Housing Site Rules
 Housing Working in Occupied Areas

Compliance Matrix

Area of compliance	Current Position	Future	Comments	Policy/Procedures
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Construction Design & Management Regulations (CDM)	Reactive Repairs and Voids - at present there is concern that CDM documentation is not prepared/sufficient for these types of works; this needs to be addressed as there is a potential risk if such documentation is not prepared.	Reactive Repairs and Voids - processes need to be put in place to ensure compliance with the CDM Regulations 2015 for the Reactive Repairs/Voids.	All Officers within the Property & Asset Team have received extensive CDM Training comprising of both full and half day courses; further training will be provided for the Reactive/Voids team by EDDC's in house H & S Team	
Asbestos Surveying & Air Testing	Currently contracted out to ACE Consultants (UKAS accredited)	Asbestos surveying Contract will be re-tendered when the Contract with ACE expires.	<p>Approximately 3900 property management surveys complete; additional surveys coming in on a daily basis.</p> <p>Management surveys of Communal areas carried out annually.</p> <p>hoc work requested as and when required. A bulk update of asbetsos surveys is sent to Asbestos Register on Open Housing will be built/completed in the near future training. Compliance Surveyor is P405 trained</p>	Asbestos Management Plan & Policy - Housing
Asbestos Removal	All asbestos removal is carried out by Contractors as instructed.	Asbestos removal will remain with Contractors	<p>Asbestos removal for planned works will be specified as a part of the overall work; all Specifications for Planned work include a requirement that all operatives must be Cat B task trained to work with asbestos.</p> <p>Asbestos removal for void reactive work will carried out by the term Maintenance Contractor(s). N.B all asbestos is removed at COT where possible</p> <p>Under the new Integrated Asset Management Contract there is a requirement that all operatives must be Cat B task trained to work with asbestos.</p> <p>All asbestos removal directly instructed by EDDC is carried out by an approved licensed asbestos removal contractor (Normally Shield)</p>	Asbestos Management Plan & Policy - Housing

Area of compliance	Current Position	Future	Comments	Policy/Procedures
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Borehole	Currently carried out by Streetscene	Will remain with Streetscene for the foreseeable future	Will be meeting with Streetscene to check and ensure that they are carrying out the required specified servicing work, if not alternative options will be considered. Emergency procedure in place to provide water to properties served by the borehole should it fail for any reason.	
Rainwater Harvesters	Currently Contracted to Complete Water Solutions	Will be included in the new Integrated Asset Management Contract from day 1.		
Fixed Ladder Testing	Carried out annually via quotation from a specialist company.	Will be included in the new Integrated Asset Management Contract from day 1.		
Leaseholders	Section 20 notices prepared and served by individual Officers. Leaseholder consultation carried out as and when required		Leaseholder service charges prepared and managed by Graham Symington	Leasehold Management Policy
Party Wall Agreements	Carried out by Officers when required			
Right to Repair	Timescales set within our system			Property & Asset Compensation Policy
HHSRS	Dealt with as priority repairs & managed by team		Numerous officers have had training	
Hot works	Design out where we can. All contractors must hold hot works permits			

Other Policies

Housing Car Park Management Policy
 Housing Responsive Repairs Policy
 Housing Decant Policy
 Housing Garage Management Policy
 Housing Improvements to Council Properties Policy
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 Housing Void Management Policy
 Housing Adaptations Policy
 Property & Asset Compensation Policy
 Safeguarding - Corporate Policy
 Housing Site Rules
 Housing Working in Occupied Areas

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **16**

Subject: **Legionella policy**

Purpose of report: To inform members of our responsibilities in relation to Legionella management within our housing stock.

Recommendation: **To approve the revised Legionella Policy.**

Reason for recommendation: To ensure we are meeting all legislation with regards to this area of compliance in relation to our responsibilities as a landlord.

Officer: Amy Gilbert-Jeans. Property and Asset Manager, tel. 2578

Agilbert-jeans@eastdevon.gov.uk

Financial implications: The financial implication of compliance issues are considered during the budgeting and forecasting process and have been reflected as accurately as possible within the current finance report to the HRB.

Legal implications: The statutory regime is set out within the report. The Council has a duty of care to ensure that its tenants are protected from any legionella outbreak.

Equalities impact: Low Impact

Risk: Low Risk

Low risk if policy implemented

Links to background information: <http://www.hse.gov.uk/legionnaires/>

Link to Council Plan: Living in this outstanding place

1. Introduction

- 1.1 Legionella bacteria are found naturally in water sources. They can 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.
- 1.2 As a landlord we have a duty of care to ensure that residents and visitors can live in their homes and use our facilities safely. This extends to ensuring that residents and visitors are safe from risks associated with Legionella bacteria and other contaminants.
- 1.3 From a legislative perspective, management of legionella comes under the following laws and guidance documents;

- The Health and Safety at Work etc Act 1974
- The Management of Health and Safety at work regulations 1999
- The control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to Legionella
- HSE Legionnaires disease- A brief guide for duty holders, INDG458, published 2012
- HSE Legionnaires disease- The control of legionella bacteria in water systems Approved Code of Practice and guidance on regulations, L8 (Fourth edition), published 2013
- HSE Legionnaires disease-Part 2: The control of legionella bacteria in hot and cold water systems, HSG274 Part 2, published 2014.

2. Policy

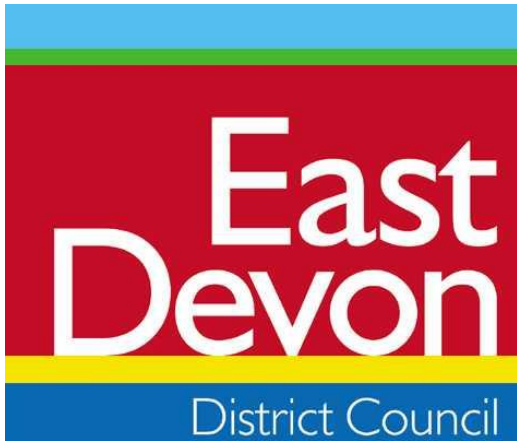
- 2.1 It is necessary for us to demonstrate our compliance with the above legislation through the creation of a specific policy that sets out how we will manage and control the risks associated with legionella within our housing stock, staff offices and community buildings.
- 2.2 We presented the Housing Legionella Policy to the board in January 2017 and we have now revised the policy that is set out as **annex 1**.
- 2.3 Members will note that various officers have a different role to play in regards to the management of legionella; this also includes our day to day contractors being legionella aware and demonstrating to us that operatives are competent in looking out for the risks faced and how to deal with them.
- 2.4 Risks are categorised in relation to the type of property and the table in 4.1 sets out a general guideline for properties/buildings within our ownership.
- 2.5 We have increased responsibilities in relation to community centres and district offices in ensuring these areas are safe for staff and members of the community using the facilities. In these instances we will be commissioning the support of outside specialist contractors in terms of any monthly site visits that are required. We have continued to award the contract through the Advantage South West (ASW) framework for legionella management and risk assessments, which has helpfully just been launched through ASW. Going forward we have included these works in our new Integrated Asset Management Contract.
- 2.6 We have made legionella training mandatory training for all technical officers within the Property and Asset team in order to raise awareness of the topic even if they are not directly involved.

3. Conclusion

- 3.1 Legionella management is an area of compliance that we must ensure we are managing robustly with the support of an appropriate management policy.
- 3.2 Taking risks in this area could lead to significant consequences for us due to the risks posed to life. In a scenario where we are deemed to not be managing these

risks, this could lead to significant financial and reputational consequences for EDDC.

- 3.3 Members are asked to approve the policy as set out in annex 1. From here on in the policy will be reviewed on a three year basis or sooner if there is a change in legislation that we need to review.



LEGIONELLA MANAGEMENT PLAN & PROCEDURES FOR HOUSING

DRAFT



EXECUTIVE POLICY ON THE MANAGEMENT OF LEGIONELLA

East Devon District Council (EDDC) acknowledges and accepts its responsibilities under the Health and Safety at Work Act 1974 and the HSE ACOP 'L8' (Fourth edition, published 2013).

The Council will comply with all guidance issued by the Health and Safety Executive in this respect. The Council will take all reasonable precautions to prevent risk to health from exposure to legionellosis by implementing a monitoring procedure at all properties as necessary.

All domestic properties (including community centres, guest bedrooms and district offices) with water systems carry a risk, EDDC will categorise these risks based on the dwelling type as set out in this policy.

The overall aim of this policy is to protect the occupiers of our properties, their visitors, staff, contractors and the general public from risks associated with legionella so far as is reasonably practicable.

Signed:

Designation:

Date:

1.0 Terms Explained

1.1 What is Legionnaires disease?

Legionellosis is the collective name given to pneumonia-like illness caused by legionella bacteria. This includes the most serious legionnaires disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoilhead fever.

Legionnaires disease is a potentially fatal form of pneumonia and everyone is susceptible to infection. However some people are at higher risk, including;

- people over 45 years of age
- smokers and heavy drinkers
- people suffering from chronic respiratory or kidney disease; and
- anyone with an impaired immune system

1.2 Where are legionella bacteria found?

The bacterium Legionella pneumophila and related bacteria are common in natural water sources such as rivers, lakes and reservoirs, but usually low in numbers. Since legionella bacteria are widespread in the environment, they may also contaminate and grow in purpose built water systems such as cooling towers, evaporative condensers, hot and cold water systems and whirlpool spas.

1.3 ACOPs

Approved Codes of Practice's are approved by the HSE Board with the consent of the Secretary of State. The ACOP describes preferred or recommended methods that be can be used (or standards to be met) to comply with the Regulations and the duties imposed by the Health and Safety at Work Act 1974. The guidance also provides advice on achieving compliance, or it may give general information, including explaining the requirements of the law, more specific technical information or references to further sources of information

1.4 COSHH

Stands for control of substances hazardous to health regulations. These regulations require employers and landlords to control exposure to hazardous substances to prevent ill health.

2.0 Specific Policy Areas

2.1 ACOP

The approved Code of Practice applies to the control of legionella bacteria, in any undertaking involving a work activity managed by us or on our behalf. It applies to premises controlled in connection with a trade, business or other undertaking where water is used or stored; and where there is a means of creating and transmitting water droplets (aerosols) which may be inhaled, causing a reasonably foreseeable risk of exposure to legionella bacteria.

There is a reasonably foreseeable risk of exposure to legionella bacteria in:

- cooling systems with cooling towers, evaporative condensers or dry/wet cooling systems
- hot and cold water systems
- spa pools
- other plant and systems containing water that can create and increase the risk from legionella during operation or when maintained.

2.2 Risk assessments

All systems require a risk assessment, however not all systems will require elaborate control measures. A simple risk assessment may show that the risks are low and being properly managed to comply with the law. In such cases we may not need to take further action, but it is important to review our assessment regularly in case of any changes in our systems, and specifically if there is a reason to suspect it is no longer valid.

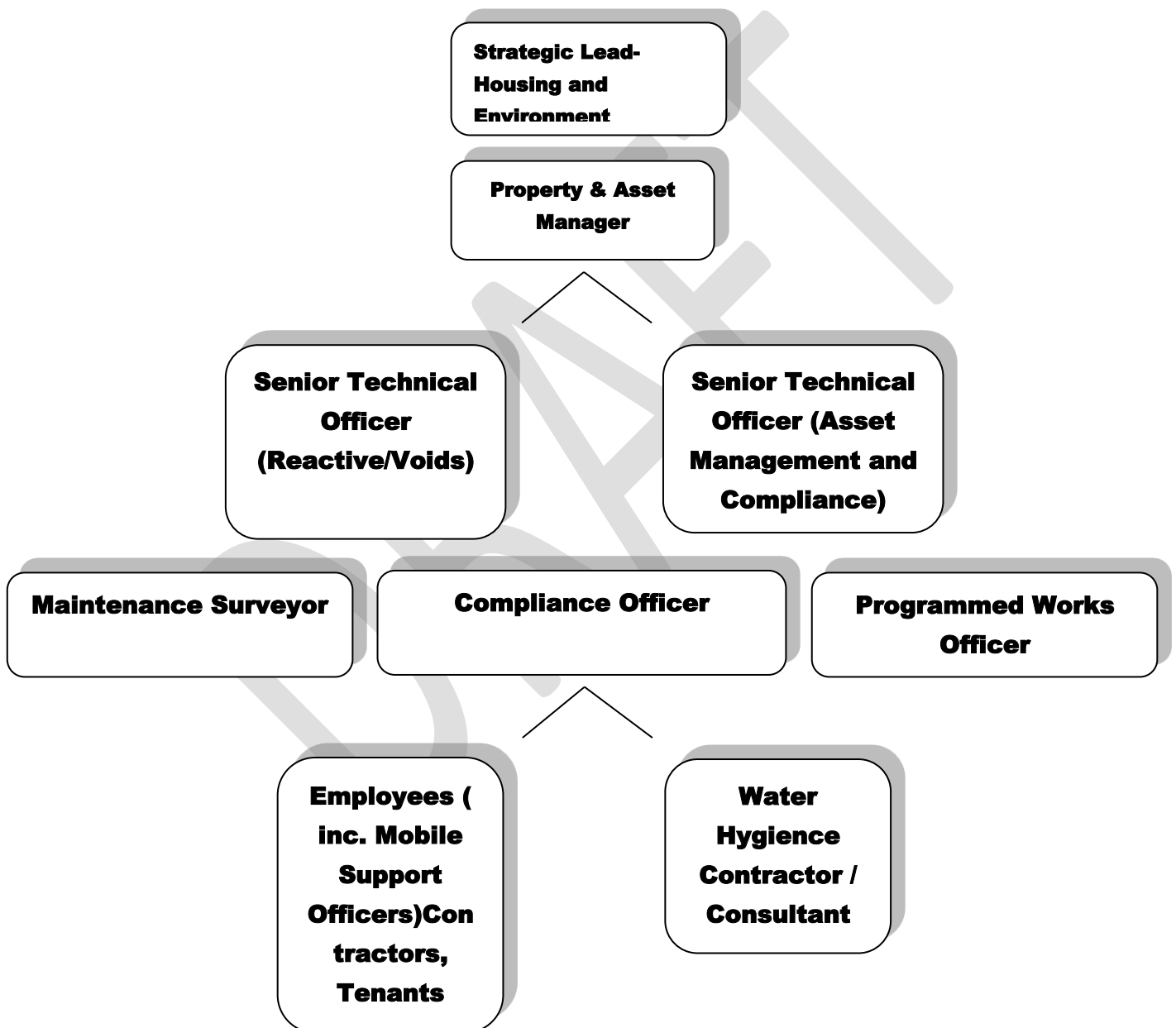
We have assessed all of our housing stock and have categorised them as Low, Medium, or High Risk. We will review these categories every 3 years (or sooner if there is a specific reason to suspect these classifications are no longer valid).

If a risk assessment shows that there is a reasonably foreseeable risk and it is reasonably practicable to prevent exposure or control the risk from exposure, EDDC will appoint a competent person or persons to help undertake the measures needed to comply with the requirements in the COSHH. The appointed person will have sufficient authority, competence and knowledge of the installation to ensure that all operational procedures are carried out in a timely and effective manner. EDDC will as necessary appoint this expertise from outside the organisation. In such circumstances we will take such steps to ensure the competence of those carrying out the work who are not under our direct control and that responsibilities and lines of communication are properly established and clearly laid out.

Copies of all Risk Assessments will be held for 5 years.

3.0 Responsibilities

3.1 The Property and Asset Manager will lead on delivery of this policy with delegated responsibilities through the Senior Technical Officer (Responsive Repairs) and the Senior Technical Officer (Asset Management and Compliance).



3.2 Senior Technical Officer (Asset Management and Compliance)

The Senior Technical Officer (Asset Management and Compliance) will ensure all risk assessments are in place for dwellings identified as requiring one (medium and high risk) and will further ensure that all remedial actions are dealt with according to severity within a programme of works.

The post holder will also ensure competence of contractors (in relation to legionella) working on large scale improvement programmes across the stock including upgrading of central heating systems and bathrooms.

3.3 Senior Technical Officer (Responsive Repairs)

The Senior Technical Officer (Responsive Repairs) will ensure all void properties are subject to a legionella risk assessment and that this information is stored accordingly in the Councils document management system. Any work identified within the risk assessment to eliminate the risk of legionella will be carried out at void stage. The post holder will also ensure contractors are aware of responsibilities as set out in the policy and that all issues relating to legionella control and safety are picked up on any day to day responsive repairs works.

3.4 Contractors working on EDDC housing stock

All contractors working on EDDC stock should be able to evidence that operatives are competent in this area of compliance and periodic reviews will take place in relation to competence and how this is being evidenced.

3.5 Mobile Support Officers (MSO's)

Our Mobile Support Officers will be responsible for any weekly tests that are required to be carried out within community centres, district offices, communal toilets and guest bedrooms.

As and when the need arises, other Housing Officers may also take responsibility for these tests.

Records of testing will be held within the Legionella Risk Assessment and management plan (for each site). These may also be held within the EDDC housing management system. Any concerns whilst tests are carried out should be immediately referred to the Senior Technical Officer (Asset Management and Compliance) who will instruct further surveys/ investigations as appropriate.

3.6 Water Hygiene Company

A competent third party contractor will be contracted to complete all risk assessments for medium and high risk properties. These assessments will take place on an annual basis and will be presented back to the Senior Technical Officer (Asset Management and Compliance) in order for a review of any recommendations to take place.

The contractor will be selected from the Advantage South West Procurement Framework in accordance with a competitive tendering process as set out through documents DN112823a and DN112823b

3.7 Training

EDDC will ensure all Officers with responsibilities in this area receive annual refresher training (or sooner if regulations change)

4.0 **Assessing the risk**

4.1 The following table represents the broad risk rating given to the type of properties within EDDC stock, this does not represent the site specific risk rating of the individual site.

The purpose of the risk rating is to categorise in general the actions applicable to the stock of EDDC

Category	Description
Low Risk	Self contained water services to houses and individual flats with no shared services outside of the individual property.
Medium Risk	<p>Flats and housing that has shared water services by cold water storage tanks and/or communal areas</p> <p>Properties connected to rainwater harvesting devices</p> <p>Properties with thermostatic mixing Valves (TMV's)</p> <p>Community Centres used by tenants/the public</p> <p>Guest bedrooms used by tenants/the public</p> <p>District Offices- premises used by Housing Officers</p>

High Risk	Accommodation that has shared services of hot and cold services with/ or without communal areas. Properties connected to Bore Hole
-----------	---

*It should be noted that within EDDC stock there are no cooling towers or chillers that would normally be classified as the highest risk. Therefore the classification of low, medium and high risk are relative to the EDDC housing stock.

Appendix A contains a list of all medium and high risk properties within the EDDC housing stock.

4.2 Low Risk

All of these properties will be assessed as and when they become void.

We will also carry out a generic risk assessment that will cover all properties that are deemed to be low risk

We will aim to capture a 20% sample of individual low risk stock over the next 5 years, this will be measured annually in order to assess how many risk assessments have taken place across the stock.

All tenants who sign up for properties, as well as all existing tenants (of all risk ratings) will be issued with the 'tenant legionella awareness leaflet' in order to set out good practice and ensure tenants understand risks and how they should take responsibility for them within their own homes.

Should any low risk properties have a new kitchen, bathroom or heating upgrade, all dead legs will be removed as so far as reasonably practical.

4.3 Medium Risk

These properties will be subject to an annual risk assessment/review from a professional outside Water Hygiene Company selected through the procurement process. Where weekly testing is required to sites, this will be undertaken by competent Housing Officers/Mobile Support Officers.

Monthly testing will be undertaken by a professional outside Water Hygiene Company.

When medium risk properties are subject to significant alterations such as new kitchens, bathrooms or heating systems we will instruct a professional outside Water Hygiene Company to carry out an updated legionella risk assessment.

4.4 High Risk

These properties will be subject to an annual risk assessment/review from a professional outside Water Hygiene Company selected through normal processes. Where weekly testing is required to sites, this will be undertaken by competent Housing Officers/Mobile Support Officers.

Monthly testing will be undertaken by a professional outside Water Hygiene Company.

When high risk properties are subject to significant alterations such as new kitchens, bathrooms or heating systems we will instruct a professional outside Water Hygiene Company to carry out an updated legionella risk assessment.

4.5 Void Properties

The key problem with a void property is the potential for stagnation as the water systems may not be used for some time.

The problem worsens the longer the property is unoccupied and appropriate controls must be considered for these periods

EDDC works hard to turn our properties around quickly and this helps to minimize the potential danger.

The following points also (where applicable) apply to any work on any water services including kitchens, bathrooms, adaptations, boiler replacements and any other works that fall into this category.

Specifically;

- 4.5.1 All void properties will be inspected, and risk assessed for the potential of Legionella
- 4.5.2 All existing pipework to be assessed and altered as appropriate to remove "dead legs"
- 4.5.3 Any changes to existing layouts of hot and cold water supply pipework are to have all redundant pipework removed without leaving any dead legs. (eg moving a sink in a kitchen or bathroom)
- 4.5.4 Any alterations which make a cold water storage tank, hot water storage tank or a boiler header tank redundant are to have the redundant storage tank removed from site, together with all the redundant pipework.

- 4.5.5 Any cold water storage tanks, boiler header tanks and hot water storage tanks which are not being removed will need to be drained down and cleaned, disinfected before recharging and flushing through.
- 4.5.6 All void properties will require to have a weekly flush through of all the pipework, including outside taps. Taps are required to be run for several minutes.
- 4.5.7 The weekly flush through must be recorded in a log kept on site and handed back to the Maintenance Surveyor on completion.
- 4.5.8 Shower heads should be replaced with new.
- 4.5.9 Any mixer taps found on site are to be fully serviced and checked to ensure correct working.
- 4.5.10 Combi Systems have a lower risk than gravity systems (tank and cylinder or Fortic types)
- 4.5.11 All hot water outlets fed by combi boilers to be set to 50 Degrees C at outlets
- 4.5.12 All gravity systems to be set at 60 Degrees C at outlets.
- 4.5.13 Where a danger to scolding is created by items 11 & 12 above then consideration should be given to installing a mixer valve. Mixer valves to be no more that 2m from the outlet and the incoming temperatures to the mixer tap to be recorded as items 11 & 12 above. Installation should be limited to vulnerable tenants only.
- 4.5.14 Significant periods of un-occupation will result in the full drain down of the system and subsequent cleaning, disinfection and recharging of the system prior to reoccupation.

6.0 Outcomes

- 6.1 The primary outcome will be the avoidance of conditions that allow legionella bacteria to proliferate and prevention of the risk of exposure, by implementation of a risk assessment and a suitable control and management regime in accordance with ACOP 'L8'.

7.0 Policy/Strategy consultation

- 7.1 Internally we have consulted with the health and safety advisor. We will continue to review this document in line with legislative guidelines, we may also appoint a third party consultant to review the policy.

8.0 Policy/Strategy review

- 8.1 The Policy will be reviewed in 3 years time (or sooner if required) by the Property and Asset Manager.

9.0 Related Policies/Strategies, Procedure and Legislation

- East Devon District Council Health and Safety Policy
- The Health and Safety at Work etc Act 1974
- The Management of Health and Safety at work regulations 1999
- The control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to Legionella
- HSE Legionnaires Disease- A brief guide for duty holders, INDG458, published 2012
- HSE Legionnaires disease- The control of legionella bacteria in water systems Approved Code of Practice and guidance on regulations, L8 (Fourth edition), published 2013
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Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: 17

Subject: **Proposed purchase of a suitable or existing property for use as a House in Multiple Occupation (HMO) to be owned and managed by East Devon District Council.**

Purpose of report: This report sets out a proposal to purchase a suitable property to use as an HMO.

Recommendation:

1. That it is agreed 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 HMO 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.

Reason for recommendation: To meet the growing housing need within the council's Housing Options Team (Homeless or threat of being made homeless), and to reduce the amount spent on temporary accommodation.

Officer: Paul Lowe, Housing Enabling & Allocations Manager, ext.1561.
pilowe@eastdevon.gov.uk

Financial implications: The financial details are contained with the body of the report - the expenditure will form part of the £5m budgeted stock replacement program within the business plan. The HRA funding will be through the Future Homes Development fund which has a remaining balance of £2.5m and RTB Receipts of which there are £2.9m available.

Legal implications: There are no legal implications contained within the report but Legal Services will advise on the purchase of any property and best value must be considered.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: .

1. Background

- 1.1 The demand for using emergency accommodation such as bed & breakfast has 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.
- 1.2 These factors have dramatically raised the levels of expenditure that the council spends on emergency accommodation. The actual cost of emergency accommodation has been massively over the amounts forecasted.
- 1.3 In addition to the six individuals who are being accommodated at the temporary accommodation project at Gissage House, nine individuals from homeless situations are currently being accommodated in emergency bed and breakfast placements. The average cost per night is £50 per individual.
- 1.4 By securing a suitable property to use as an HMO it would save on B&B cost's and is expected to generate savings for the council. It also provides 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 have vacancies and will accept our client group.

2. The need for this type of accommodation

- 2.1 There is a growing need for this type of accommodation to match the huge rises in homeless approaches, in order to make significant savings on the use of expensive bed and breakfast.
- 2.2 It is envisaged that an HMO would be available to single individuals, and in some cases couples who are considered to be in housing need.
- 2.3 Due to the changes in Housing Benefit rules single people under 35 can only claim Housing Benefit up to the Local Housing Allowance (LHA) shared room rate (currently £74.34 per week for Exmouth) in private rented accommodation. So for eligible residents renting from the Council the proposal would be an attractive proposition as the LHA does not apply, and the full rent will be covered by Housing Benefit. Service charges, electricity, gas, water, and Council Tax will be eligible as well as a contribution towards management costs.
- 2.4 Tenants would be expected to abide by the terms contained within the licence agreement, which will be adapted from the existing licence that exists for the shared house in St Andrews Road, Exmouth, taking into account the change of purpose i.e. short term emergency accommodation to meet our obligations under homelessness legislation. It is likely that some tenants will 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 is to help the Licensee's to move to more permanent accommodation.

3 Funding

- 3.1 It is proposed that the majority of funding is secured via the Housing Revenue Account (HRA), as well as maximising the use of Right to Buy (RTB) receipts. A combined figure would equate to circa £500,000. Assuming a purchase price of around £500,000. £350,000 would be secured via the HRA the remaining £150,000 from RTB receipts.
- 3.2 Subject to the purchase price and works required to bring the property up to standard, further funding support maybe required. It is proposed that any shortfall comes from the HRA / RTB receipts.
- 3.3 Other associated costs in purchasing a suitable property such as legal fees, Stamp Duty, surveys etc., and again would be meet by the HRA.

4. Approximate costs and income

- 4.1 Cost scenario based on an eight bedroom property that's currently being considered. Sales Details (**Annex 1**).

Purchase price £ 430,000

Works budget £ 25,000 this is an estimated figure based on a very quick inspection of the property. Works include but not limited to building works to create a suitable area for laundry facilities and other white goods, as well as other remedial works.

Funding Source

Housing Revenue Account	£336,000
Right to Buy Receipts	£144,000

A suggested rent level of £80 per week has been used, this is just under the average weekly rent across East Devon. Assuming an individual is entitled to full Housing Benefit (HB) this rental figure along with a contribution towards service charges for the communal areas of £20 per person per week are both fully covered by HB payments.

It is expected that there will be a shortfall in the amount secured to cover the service charge. This being the amount of gas, electricity, and water etc. used by the residents within their own rooms. This figure falls outside what can be claimed by Housing Benefit payment.

This shortfall, along with T.V Licencing fees and Council Tax will have to be met by the HRA, as again these are not eligible for benefit payments.

4.2 Rental Income (to include a contribution towards service charges on the proposed property)

Eight bedrooms at circa £80 per week x 52 weeks = £33,280

Service charge contribution for communal area's £20 per week per person x 8 = £8,320

Total gross yearly rental income to include service charges £41,600

Rental income less expenditure / potential void rent loss

2% void rent loss	£832.00
4 weeks rent loss	£2,560
Service charge	£8,320
Total costs/loss	£11,712

Gross Income	£41,600
Expenditure	£11,712
Net Income	£29,888

5. Allocation of rooms

5.1 Consideration will be given by the Housing Options Team when allocating suitable individuals into the proposed property, based on demand and the Council's legal obligations under homelessness legislation.

6. Management

6.1 Basic furniture will be provided for each room (bed, bedding etc., chest of drawers, wardrobe and curtains – fire retardant where necessary) and the kitchen will be fitted out with basic appliances (fridges, freezers, oven, kettle, microwave, pots and pans, basic cutlery and crockery).

6.2 Each licensee will be expected to adhere to the Licence Agreement. We will arrange for the cleaning of communal hallways and stairs, plus the kitchen and utility floors, but cleaning of individual rooms and the kitchen surfaces would be the responsibility of each licensee.

6.3 We will put in place appropriate management arrangements and if required ensure that housing officers have a presence in the building on a regular basis. Management issues will fall within the remit of the appropriate housing team. For example Estate Management will deal with issues of nuisance or antisocial behaviour, whilst Rental will deal with non-payment of rent or debt issues. Whilst the newly created position of Temporary Accommodation Officer within the Housing Options Team will be responsible for the day to day management, preparation of the rooms etc.

7. Potential risks

- a. There is a high turnover of residents leading to increased void periods and a fall in rental income.
- b. Management of the property or tenancies becomes an issue, with residents not getting along or abiding by the Licence Agreement.
- c. We do not have adequate management arrangements in place.
- d. Residents do not respect the communal areas or equipment and we need to replace fixtures and fittings more often than budgeted for.

8. Reducing the risks

We will take every possible step to reduce the identified risks by:

- a. Ensuring the rooms are let as quickly as possible to qualifying individuals.
- b. Ensuring adequate management arrangements are in place.
- c. Taking swift action when residents that do not abide by their licence agreement.
- d. In the event of unforeseen problems we can decide to sell the property on the open market, or convert subject to planning permission into flats or bedsits.

9. Conclusions

- a. That it is agreed that this type of accommodation would be a beneficial addition to the Council's property portfolio, in doing so helping to reduce the need for private temporary accommodation, and housing those in greatest housing need.
- b. That the Housing Service ensures that adequate provision is put in place to effectively manage the HMO and support licensees when necessary.
- c. That the majority of funding is secured via the Housing Revenue Account (HRA), as well as maximising the use of Right to Buy (RTB) receipts. A combined figure would equate to circa £500,000. Assuming a purchase price of around £500,000. £350,000 would be secured via the HRA the remaining 30% £150,000 from RTB receipts.
- d. If the current property being considered is no longer available, a suitable alternative property will be sought up to the agreed budget.



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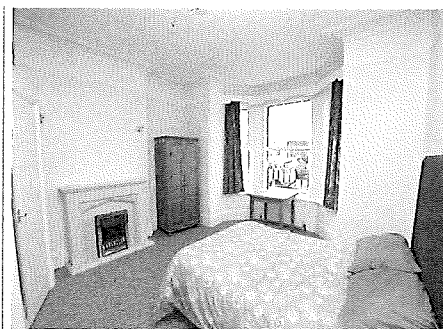
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ESTATE AGENTS



Morton Road, Exmouth, Devon, EX8 1AZ Asking Price £430,000

- Substantial Period Property • Currently Let in Multiple Occupation but Suitable for a Variety of Uses
- Licensed HMO for 10 Persons, All Rooms with En Suite Shower Rooms • Communal Living/Dining Room
- Gas Central Heating • UPVC Double Glazing • Communal Kitchen • Utility Areas • Courtyard Garden
- Double Carport



33 Rolle Street, Exmouth, Devon, EX8 2SN
Tel: 01395 222300 Email: exmouth@beagroup.co.uk



Description

This large period property is situated close to the town centre and seafront and is currently successfully run as a House in Multiple Occupation providing an excellent income from 8 rooms with communal living/dining room and kitchen. Outside there is the advantage of a double carport allowing off road parking.

Situation

Morton Road is situated on the fringes of Exmouth town centre between the town centre and seafront and enjoying level access to both. Exmouth town centre has a selection of shops, restaurants, sports centre with swimming pool and a bus and railway station provide a link to the cathedral city of Exeter. Exmouth seafront has approximately two miles of sandy beach where a variety of maritime activities can be enjoyed and is the start of the Jurassic coastline.

Accommodation

Entrance Porch Front door, tessellated tiled floor, UPVC part glazed inner door.

Hallway Radiator, stairs to first floor.

Room 2 17'2" max. x 13'8" (5.23m max. x 4.17m) Double glazed bay window to front, radiator, wall light points.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Room 1 13'1" x 12' (4m x 3.66m) Double glazed window to rear, radiator, wall light points,

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Communal Living/Dining Room 15'7" x 10'11" (4.75m x 3.33m) Double glazed window to side, radiator, built in cupboard.

Communal Kitchen 10'1" x 11'3" (3.07m x 3.43m) 2 double glazed windows to side, UPVC part glazed door to side, stainless steel single drainer sink unit, range of wall and base units with laminated worktops, part tiled walls, cupboard housing gas central heating boiler, plumbing for dishwasher.

First Floor Landing Double glazed window to side, radiator, good size storage cupboard with double glazed window to side, stairs to 2nd floor.

Storage Room 10'10" x 9'4" (3.3m x 2.84m) Double glazed window to side, radiator, built in cupboards.

Room 3 11'4" x 10'7" (3.45m x 3.23m) Double glazed window to rear, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Room 4 16'9" x 10'11" (5.1m x 3.33m) Double glazed bay window to front, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Room 5 13'3" x 6'6" (4.04m x 1.98m) Double glazed window to front and side, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

2nd Floor Landing Double glazed window to side.

Cloakroom Double glazed window to side, low level WC, vanity wash hand basin.

Room 6 12'6" x 6'5" (3.8m x 1.96m) Double glazed window to front and side, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Room 7 3.30 x 10'7" (3.30 x 3.23m) 2 double glazed windows to front, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Room 8 11'3" x 10'9" (3.43m x 3.28m) Double glazed window to rear, radiator.

En Suite Shower Room Low level WC, wash hand basin, shower unit, tiled walls.

Outside

Front Garden Enclosed by low wall and fencing, path.

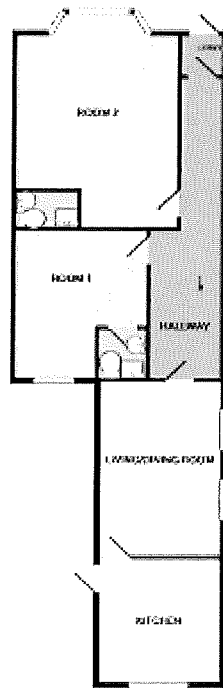
Rear Courtyard Enclosed by brick walling.

Double Carport With electric up and over door, personal door to rear.

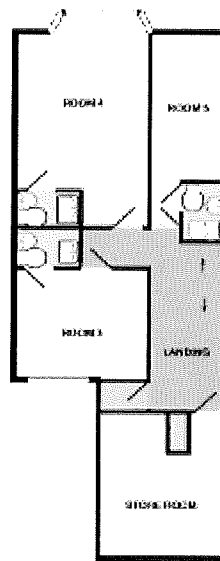
Covered Utility Areas To the side accessed from the kitchen door with light and power, plumbing for washing machine, WC with wash hand basin and doors to front and rear.

Directions

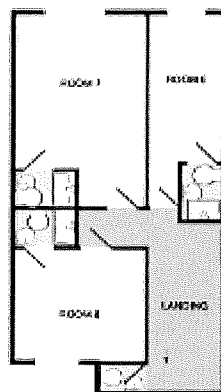
Walking from our office go down to the Strand gardens and cut diagonally across into Victoria Road. Go across Imperial Road continuing into Victoria Road. Take the first left hand turning into Morton Road and the property is on the left hand side.



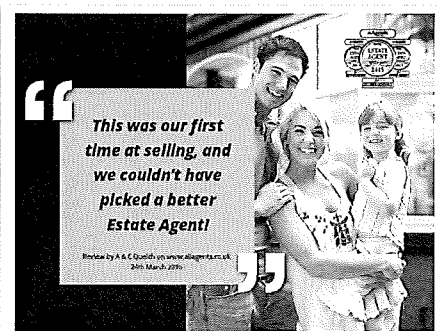
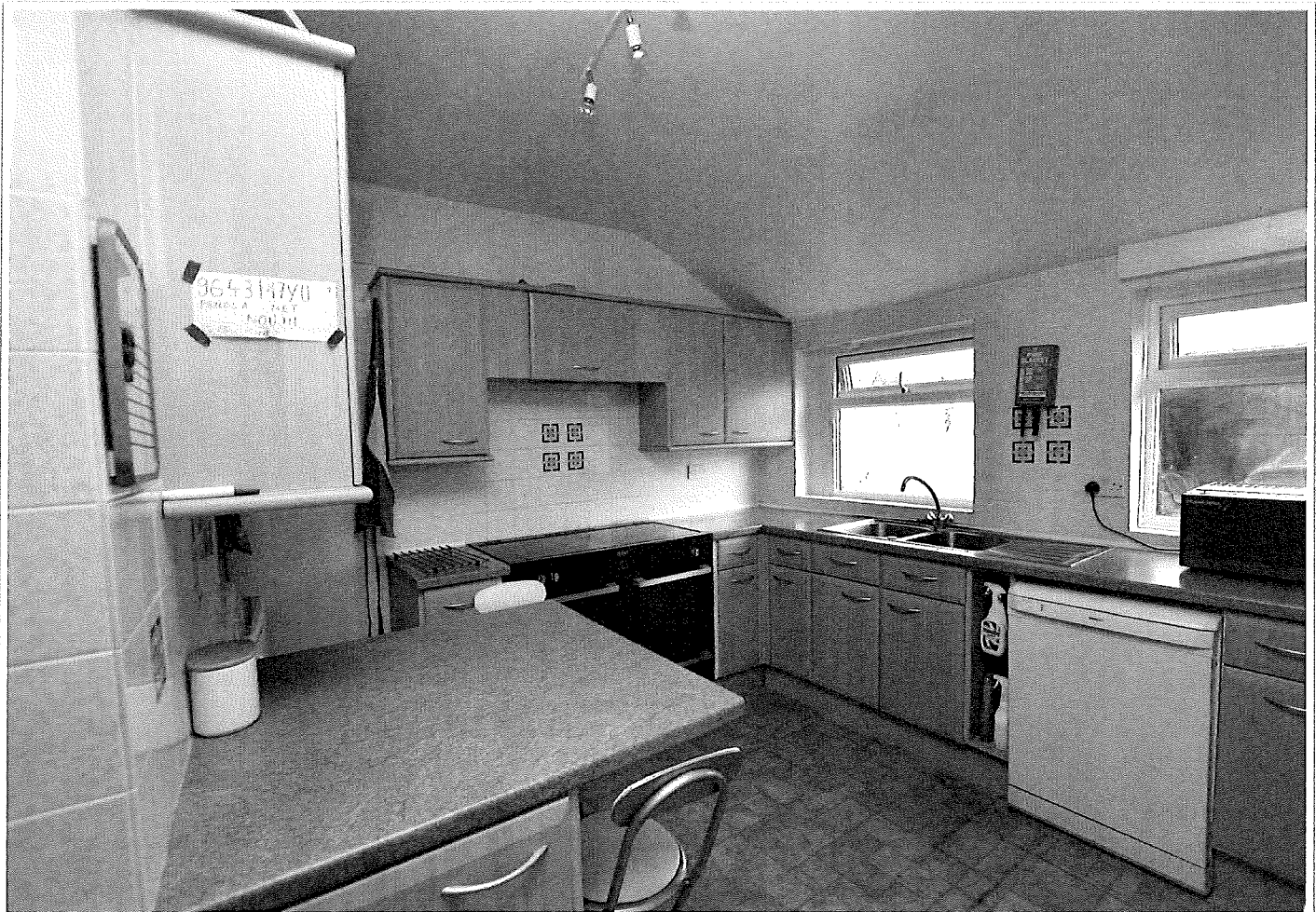
051/146/050



051/146/051



051/146/052



Energy Efficiency Rating (EPC):



Viewing Information

Viewing by appointment with the agents;
 Bradleys Estate Agents
 33 Rolle Street
 Exmouth
 Devon
 EX8 2SN
 Tel: 01395 222300

Property Fact Sheet Ref: EXM170398.3 (01.12.17) FT



/bradleysgroup



/bradleysgroup



bradleysgroup.blogspot.com



www.bradleys-estate-agents.co.uk

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Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 18

Subject: **Adaptations to Council properties.**

Purpose of report: To update Members on the increasing need and demand of our tenants in relation to adaptations within our properties.

Recommendation: **To raise awareness of the growing demand for adaptations to Council stock.**
To note progress being made in relation to ensuring our policy is applied consistently and that we support tenants to live independently in their homes.

Reason for recommendation: In an environment of growing demand for adaptations to our stock, we must ensure we are delivering a consistent approach to adaptations. This report will update members on information in relation to adaptations as a result of the implementation of our new Landlord Disabled Adaptation Policy in January 2017.

To ensure tenants remain safe in their homes.

Officer: Amy Gilbert-Jeans. Property and Asset Manager, tel ext. 2578
Agilbert-jeans@eastdevon.gov.uk

Financial implications: Adaptations is an area which has seen spend significantly outweigh budgeted amounts in the prior 2 financial years. This has resulted in the budget for 2018 being increased to £350k across the major and minor streams.

Legal implications: There is a balance to be struck between the cost of providing such adaptations when requested and the risk of not approving adaptations in certain criteria within general needs property. It is important that policy is followed, but all decisions should be robustly Equality Impact Assessed to ensure that a tenant is not adversely affected or discriminated against.

Equalities impact: High Impact
Property adaptations ensure our most vulnerable tenants are able to remain living at home for longer.

Risk: Low Risk

Links to background information:

- <http://eastdevon.gov.uk/media/1973368/combined-hrb-agenda-120117.pdf>



Link to Council Plan: Living in this outstanding place

1. Introduction

- 1.1 Members approved a revised Landlord Disabled Adaptations Policy at the January 2017 meeting of the Housing Review Board. Through consultation with tenants and key stakeholders, our new policy is aimed at applying a consistent approach to adaptations as we continue to see a growing demand for adaptations across the stock. The policy supports our approach to keep tenants living independently, recognising that major and/or minor adaptations can go a long way to maximising independence within the home.
- 1.2 Following the implementation of our revised policy, we have continued to monitor closely the demand for this area of the service and we have an allocated Officer within the Property and Asset team who takes responsibility for this.
- 1.3 Application of this policy presents challenges, particularly when considering adaptations to a property that is being under-occupied. In line with our policy we are regularly declining adaptation requests and these messages have to be carefully handled. On occasions when we are declining adaptations, we attempt to ensure that tenants are aware of our downsizing/allocation policies in an attempt for us to pro-actively achieve a better allocation for the household. We have a number of cases where the decline of an adaptation has led to a move into a sheltered housing property, which has in turn delivered a number of benefits, including the release of family sized accommodation back into the stock for re-allocation.

2. Current demand

- 2.1 Overall for 2017/2018 we received 353 requests for adaptations to properties. This represents a 41% increase compared to requests received in 2016/2017. We declined 39 adaptations requests.

So far this year (April 2018 up until end of July 2018) we have received 159 adaptation requests.

- 2.2 The requests are a combination of minor and major adaptations. The solutions are not always straight forward and in many cases we carry out a number of site visits with tenants/contractors to ensure there is clarity and understanding of what we are trying to achieve.

The three most common requests submitted through statement of needs remain consistent with previous years, as follows:

- Requests for level entry showers
- Requests for Stair lifts
- Requests for level access works to properties

- 2.3 We continue to work closely with Occupational Therapist (OT) colleagues working on behalf of Devon County Council and have successfully implemented our own adaptation quarterly panel meeting where relevant Housing Officers work closely with OT's to consider more

complex cases. This approach has demonstrated an excellent joined up approach with both parties benefiting greatly from the input of one another.

3. Achieving value for money

- 3.1 Recognising the rise in demand has found the need for us to consider carefully how and if we are maximising value for money in this area. Ensuring cost efficiencies for adaptations means more budget to allocate to more tenants on the basis that when we have spent one year's budget, our policy states the need for us to implement a waiting list system in preparation for the release of new budget provision.
- 3.2 To ensure a cost effective process, adaptations are now tendered as part of larger contracts. This significantly drives down the price we pay for adaptations and in some cases has seen a reduction of up to 40% compared to our day to day contractors carrying out these works. This does mean that in some cases tenants have to wait longer for the adaptation to take place, this is always explained to tenants at the start of the process. The contracts are managed robustly with regular inspections to ensure the standard of work meets our expectations.
- 3.3 As part of our new integrated asset management contract, we have asked prospective bidders to price for wet room showers in line with it being our most popular adaptation request. The prices that have been submitted are competitive in line with tender prices that we have been receiving recently and will also mean that from the start of our new contract, we can issue instructions for works quickly without the need for us to put these works through a separate tender process. This should lead to a reduction in the amount of time tenants will have to wait for works to be completed.
- 3.4 We have a service level agreement in place with our stair lift supplier that means we re-use stair lifts where it is practical and safe to do so. This means stair lifts are held in storage with suppliers and where possible are offered back to us at a discounted price.

4. Review of Adaptations Policy

- 4.1 The Landlord Disabled Adaptation Policy is due for review in January 2019 and Members will receive an updated Policy document for approval at the January 2019 meeting. As part of consultation with tenants on the policy, we are creating a satisfaction form for tenants to complete once adaptations works are complete in their homes. This will provide us with valuable feedback as part of consultation we will complete as part of the policy review.
- 4.2 There have also been some recent changes to how Devon County Council manage top up funding where we have a request that goes above our threshold of £30k. The decision making process for this now has the wider involvement of our private sector housing team who are administering Disabled Facilities Grants and our updated policy position will reflect this position accurately.

5. Conclusion

- 5.1 We are seeing an increasing demand for adaptations year on year and we must remain realistic about what is achievable in line with our policy. We are assessing resources carefully and if demand continues to rise, extra resources might be necessary in order to ensure we can deal with requests in the timeframes specified. Tenants who need adaptations are often in a vulnerable position and our intentions are always to deal with these requests as quickly as we can in order for their circumstances to be improved.

- 5.2 Prior to submitting an updated Disabled Adaptations Policy that is due for review in January 2019, we will ensure the necessary consultation is carried out across a range of stakeholders. We will liaise with our involved tenant groups to gain input into these important issues.
- 5.3 We are recording more information in relation to adaptations than we have ever done before, even with regards to requests that are being declined and the reasons for this. This will assist us greatly in understanding this complex area of the service in order to ensure we can continue to improve our offer to tenants.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **19**

Subject: **Draft of the Annual Report to Tenants 2017/18**

Purpose of report: To comment on and approve the attached draft of the Annual Report to tenants. The draft is in word text format only and will be graphically designed once the wording has been finalised

Recommendation: That the Board approve the content of the annual report to tenants, subject to the information being graphically designed for reproduction in the December Housing Matters magazine

Reason for recommendation: To meet with good practice and provide performance information to tenants

Officer: Denise Rendell Housing Projects Officer
drendell@eastdevon.gov.uk

Financial implications: Financial information within the report has been provided by Finance and has been taken from the statement of accounts working papers.

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

Equalities impact: Low Impact

Risk: Low Risk

Links to background information: <http://eastdevon.gov.uk/media/2291649/housing-annual-report-2017.pdf>

Link to Council Plan: Living in this outstanding place

1 Background

- 1.1 This is our 9th Annual Report. The condensed format of last year's annual report was well received and will be continued this year to provide key information in a very clear, concise, and easily accessible way.
- 1.2 The regulatory framework for social housing in England (from April 2012) states that 'registered providers should provide relevant performance information to support effective scrutiny by tenants of their landlords' performance in a form which registered providers seek to agree with their tenants. Such provision must include the publication of an annual report which should include information on the repair and maintenance budget.'

2 Content & layout of report

- 2.1 The report covers the financial year April 2017 to March 2018. The sections mirror the current Housing Strategy as follows:
 - Providing homes
 - Improving homes
 - Managing homes
 - Improving communities
 - Financing the service
- 2.2 The document is presented as a draft in word text only. Once the content of the report has been approved the draft will be passed to our senior Graphic Designer for the layout and graphic work. We have avoided lengthy explanatory text for facts and figures which are self explanatory.

3 Timescales

As in previous years, to save on postage the report will be sent to all tenants within the December copy of Housing Matters magazine. The report will be available on our website when finalised. We also email it to all staff and councilors.

4 Recommendation

That the Board approve the content of the Annual Report to Tenants 2017/18, subject to the information being graphically designed for reproduction in the December Housing Matters magazine.

Annual Report to Tenants 2017/2018

This report gives you information on how we run and manage the housing service and our performance. It covers the period April 2017 to March 2018. Our aim with this report is to provide you with information on how we are doing and how we are working to provide and maintain homes for you.

(NB - figures in brackets are for 2016/17)

Providing homes

Total number of properties (March 2018)	4210 (4211)
General need properties	2871 (2874)
Sheltered properties	1339 (1337)
Properties lost through Right to Buy sales	32 (28)
Properties purchased	28 (12)
Number of properties allocated	204 (322)
Number of mutual exchanges	48 (46)
Number of people on waiting list	3915 (3361)
Number of people downsizing	29 (32)

Improving homes

Number of repairs carried out	9365 (8776)
% of repairs completed right first time	82.5 (86.8)
Average time to complete a routine repair	11.4 days (9.1)
Number of new kitchens fitted	55 (49)
Number of new bathrooms fitted	65 (64)
Number of boilers replaced	250 (202)
Number of void properties refitted	318 (279)
Number of days to re-let	41.7 (36)
% of properties that have a valid gas safety certificate	100 (100)
Number of Gas Services carried out	3153 (3092)
Number of fire risk assessments carried out	134 (130)
Number of legionella risk assessments	88 (18)
Number of asbestos surveys	2402 (829)

Managing our homes

Number of antisocial behaviour cases	318 (410)
(nb there has been a change to how this is recorded)	
Number of evictions for antisocial behaviour	0 (2)
Number of evictions for rent arrears	6 (5)
% of rent collected	98.8 (99.7)

Complaints about allocations	6 (5)
Complaints about antisocial behaviour	1 (10)
Complaints about estate services	5 (2)
Complaints about tenancy management	3 (1)
Complaints about rent and service charges	7 (2)
Complaints about repairs	7 (16)
Complaints about staff & customer service	3 (7)
Other complaints	0 (2)
Total number of complaints 2017/2018	32 (45)

Improving communities

Tenant involvement

Number of tenants on the Key Player register	222	(216)
Number of tenants attending free training sessions	133	(30)
Number of community initiative grants allocated	6	(8)
Number of people attending the Tenant Conference	75	(80)
Number of tenants who've taken up the home contents insurance scheme	115	(109)

Neighbourhood and community events

Community Festivals: Sidmouth 150 – 200 participants, Littleham 180, Millwey 150, Honiton 400.
4 x Nature and Seasonal Celebrations: Moormead and Littleham Community Orchards.
Health and wellbeing events/projects: Mountain Close veg garden; Sidmouth x 2 events (general and mental health); Right Track Programme, 9 individuals, Exmouth and Honiton Community Colleges; supported tenant to establish Open Arms Honiton (mental health project).
16 x Family, sport and relaxation days (including adventure days, fun days in more isolated villages, SWITCH summer sports & relaxation, National Playday events Seaton and Exmouth, support for King & Queen of the Mountain Go Ride event).
Christmas events: Light up Lymebourne, Broadclyst Christmas Fair.
Community competitions: Annual Garden Competition - 51 participants; Scoop the Poop.
Youth projects and trips: SWITCH at Millwey, Honiton and Exmouth; South West Youth Games (25 young people), Easter residential camp (29 young people).

Financing the housing service

Figures in £s

Money In (Income)

Total **-18,309,800**

Rent -17,345,300

Garage Rent - 411,700

Interest and other - 552,800

Money Out (Expenditure)

Total **18,309,800**

Repairs and maintenance 8,339,612

Staff costs 2,595,154

Principal repayment, loan interest and other expenditure 3,832,900

Other supervision/management 2,435,525

HRA surplus 801,019

Other 305,590

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **20**

Subject: **Explanation of Rent Payment Cards issued in April 2018.**

Purpose of report: This report is to give an explanation to the Board of the reasons Rent Payment Cards were issued in April 2018.

Recommendation: **To note the contents of the report.**

Reason for recommendation: To enable the Board to have an understanding of the reasoning behind the decision to change from a system of rent books to rent payment cards at short notice.

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

Financial implications: The financial implications are contained within the body of the report.

Legal implications: There are no legal implications.

Equalities impact: Low Impact
Applies to all social housing tenants

Risk: Low Risk

Links to background information: .

Link to Council Plan: Continuously Improving to be an outstanding council - A culture that promotes continuous improvement, innovation, commercial thinking and new ways of working. Improved digital services giving customers the opportunity to self-serve where they want to.

1 Background

1.1 In November 2017 we were informed by Strata that they would no longer be able to support our voucher book payment process, as the 'Paris' system that produced the bar codes contained within letters to tenants was not compatible with Open Housing, our Housing Management IT system.

1.2 This was not entirely bad news for the Housing Service as a move to the use of payment cards would reduce the risk of not meeting statutory deadlines at year-end, which were

associated with the production of voucher books, while representing fewer data protection risks as the cards would not contain the customer's address on them.

- 1.3 We also anticipated they would help us recover more rent with the message to customers being 'if you've got your keys then you can pay your rent'.
- 1.4 Rent books were just one of the payment methods we offered tenants and we had approximately 1500 tenancies still using this method of payment. The voucher book system required a new book to be printed at the end of each financial year (and sometimes in between for tenants paying weekly).
- 1.5 An issue with production of the rent books since moving to Exmouth Town Hall (ETH) has been that we request the books from Exmouth but they are printed in an overnight process by Strata in Sidmouth. The sheets then get sent by post to ETH for us to manually assemble the payment book (this involves a member of staff individually separating the payment sheets, adding the inserts and cover, stapling the book together and taping the side of the book). Once the book is made up it is then sent back to Sidmouth to be sent out in the post. The whole process takes a minimum of 7 days (due to the post process between Sidmouth and Exmouth) and a good 10 minutes of staff time per voucher book.
- 1.6 On 28 November 2017, realising that a decision would be required quickly if we were to achieve the statutory deadlines required of us as part of our year-end rental procedures, I emailed our Strategic Lead to gain consent for the proposal, explaining the business case for making the change. There would not be time to get the new system in place if we had to wait for the committee cycle and undertake consultation, which would be our usual practise. So we had little choice in the matter.
- 1.7 In January 2018, after a meeting with the Systems Admin Team regarding the timeline for Rentals year-end processes, we were advised that they could not provide the staff to support the 3 weeks required to implement the printing of rent books for the forthcoming year.
- 1.8 We asked the chosen company 'InterCard' to deal with the initial bulk production of cards for us and to get them sent to tenants directly ready for their immediate use in April. This meant no man hours were required from either Rental, Systems admin or printing staff. Due to the use of this outside agency we couldn't provide any personal information within the letters sent, such as amounts of rent to pay, due to the data protection issues involved. We had however, already sent the Notice of Variation which gives the tenants details of their rent and other charges, followed by information from the Housing Benefits team to advise of any housing benefit awarded.

2. Benefits of changing from books to cards.

- 2.1 In order to produce the new batch of books at the start of each year it cost the Rental budget approximately £1060 in paper and printing costs then £0.40 per item (£600.00 total) to send out in the post, plus man hours for the printing staff of about 4 days, Rental man hours to stick labels onto the books of 3 days and approximately 3 weeks of Open Housing staff time to set the system up.
- 2.2 The stationery required for the labels on the books is quite expensive and a label had to be produced on each benefit change. This system would be replaced with a simple letter.
- 2.3 Tenants would be able to use the card for the life of the card (we have been told that some tenants in other authorities have had the same cards since 1998) and to make payments at more outlets than they can use the payment book at. Over all, this should make payment of

rent easier for tenants and maximise our income, which is used to deliver the best services to tenants that we can.

- 2.4 Initially the card machine and software would be an approximate expenditure of £1868.50, plus an additional £11.75 for each printer ribbon we require (each one prints approximately 1000 cards) and £722 for each batch of 1500 plastic cards, but as we would not have to produce these each year for every tenant some significant savings could be made.
- 2.5 The initial layout for the machine is obviously quite high but it is anticipated the initial outlay for the card printing machine, etc., would be recouped within the first two years, and the system would be cheaper to run over all in terms of labels and staff hours as no further books would be required. There may be some involvement required from Rental and Open Housing to get the system set-up, but then it would cut the time and man hours required from 3 Housing Sections. No more expensive label stationery would be required. The time taken to produce the payment method would go from approximately 4 days to 5 seconds!
- 2.6 The new rent cards can be printed in a few seconds and when we get the card machine installed at ETH (this is due to happen on 16th August 2018) we will be able to produce them as and when required and give to tenants on sign up, so they will have an immediate method of payment.
- 2.7 It was mentioned at the last HRB meeting that tenants have lost their payment cards and had to request a replacement, but this is not new to the cards. We have had many tenants who lost or misplaced their rent books in the past. The benefit of the new cards is that we would be able to get an immediate replacement which is much cheaper to produce, and most people will be able to carry their new card alongside others they already possess for banks, building societies, loyalty cards, etc.
- 2.8 Now that the initial bulk run of cards has been sent we will be able to take matters back in-house for production of future year-end letters, where we should be able to provide more detailed information for tenants on rent and charges due each year.

Item 20 Annex 1 Rent Payment Cards

The letter that went out to tenants along with the cards (below) was sent by Intercard on our behalf, therefore did not contain personal details of the customer. We will be responsible for sending out future letters ourselves and will therefore be able to include personal information, tailoring each letter for the individual customer.

Date:
Contact number: direct line 01395 517444
E-mail: housingrental@eastdevon.gov.uk
Fax: 01395 517508
Our Reference:
Your Reference: **Reference number**

Address card to be sent to



East Devon District Council

Knowle

Sidmouth

Devon

EX10 8HL

DX 48705 Sidmouth

Tel: 01395 517444

Dear Sir/Madam,

Re: Tenancy address: (tenancy address to go here)

Your New Rent Payment Card

This is your new rent payment card, which replaces the use of the rent payment book. You can use this card, free of charge, to pay your rent/licence fee at any United Kingdom **Post Office** or **Paypoint** outlet and at some **Payzone** outlets. Please read very carefully the following information on how to use your card.

How To Use Your Rent Card

- To make your payment, give your rent payment card together with your payment to the cashier at the Post Office, Paypoint or Payzone outlet clearly stating how much you wish to pay.
- For every payment you make, you will be given a receipt. Please check it carefully and then keep it safely.

- If you lose or damage your card, you must let us know straight away. We will arrange for a new card to be sent to you as soon as possible or you can come to the Exmouth Town Hall in St. Andrews Road, Exmouth, where we can provide you with a new one. You must ensure your rent is paid by an alternative method in the meantime.
- If you have any problems using the card, or have any other queries, please contact us on 01395 517444.
- If you are having difficulties in paying your rent, it is important to contact us as soon as possible so that we can help you sort the problem out.

PLEASE READ IMPORTANT NOTES OVERLEAF

IMPORTANT NOTES

- Your rent is due every Monday. All rent payments are due in advance.
- You should pay the amount shown on your rent increase letter less any Housing Benefit entitlement.
- Remember to add any arrangement or Court Order you are due to pay.
- Your rent card is personal to you. If you use someone else's card, the payment will go to the wrong account.
- Your rent card is not a credit or debit card and will hold no monetary value, all it tells us is who you are so that we can credit your rent account accurately and quickly. No personal information is held on the card.
- If you move home, do not leave your card for the new occupier, but return it to East Devon District Council once your rent account has a clear balance.
- You will receive a separate rent payment card if you rent a garage from us.
- A full list of Paypoint outlets is available on the website www.paypoint.co.uk and Payzone outlets can be viewed at www.payzone.co.uk.

Other Methods of Payment

As an alternative to the payment card, you may also pay by:

- Monthly Direct Debit on the first of each month.
- Bank Standing Order (weekly, fortnightly, four-weekly or monthly)
- Using your debit or credit card. Please telephone direct line 01395 517444, or the automated out of hours direct line 0344 7369631* and select option 5. There is no charge for this service if you pay by debit card.

Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and count towards any inclusive minutes in the same way as 01 and 02 calls.

These rules apply to calls from any type of line including mobile, BT, other fixed line or payphone.

East Devon District Council receives no additional income for calls to this number.

- On-line payments via the Council website or your own bank/building society - You will need your own rent reference number and your debit/credit card.
- By post (cheques or postal orders only) to East Devon District Council, Knowle, Sidmouth, EX10 8HL. Please make cheques payable to East Devon District Council and ensure that your reference number and "rent payment" is on the back of the cheque.

If you have any questions please contact the Rental Team on 01395 517444.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None



Agenda item: **21**

Subject: **Installation of Defibrillators across East Devon**

Purpose of report: To bring to the attention of the Board this exciting opportunity to help prolong lives in East Devon.

Recommendation: To fund, site and maintain lifesaving defibrillators at Housing Community Centres across the district.

Reason for recommendation: To help save lives across East Devon, making use of facilities the Housing Review Board is responsible for that are frequently accessed by the public.

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

Financial implications: There is currently no budget available so approval would add additional budget into Landlord services to fund the units.

Legal implications: There are no legal implications.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

Link to Council Plan: Encouraging communities to be outstanding

1. Background

- 1.1 The Housing Service has been approached by a tenant, Mike Passant, who is passionate about making defibrillators accessible to members of the public in order to save lives.
- 1.2 A defibrillator is a device that gives a high energy electric shock to the heart through the chest wall to someone who is in cardiac arrest. This high energy shock is called defibrillation, and it's an essential lifesaving step in the chain of survival.
- 1.3 If you come across someone who has had a cardiac arrest, it's vital to call 999 and start CPR. Then you should find out if there is a defibrillator nearby.

- 1.4 There are many defibrillators available in public places such as train stations, shopping centres, airport and leisure centres. These defibrillators are often known as public access defibrillators (PAD) as anyone can use them in an emergency. You shouldn't be afraid of using a defibrillator if someone has had a cardiac arrest.
- 1.5 It's really important that the ambulance service knows about your defibrillator so 999 operators can quickly identify a nearby device in future emergencies.

2. Progress so far

- 2.1 Mike Passant has already had four machines installed in and around Exmouth, and three of these have already been used more than once, successfully. The machines are straightforward to use as the machine itself talks you through each stage.
- 2.2 The four existing units in Exmouth are located at 'The Wine of Araby, Magnolia Centre, Franklins, the Strand, Lewis Pharmacy, Exeter Road, and the Beech Pub, Victoria Road. In the event of someone collapsing and 999 being called, the emergency operator would be able to direct that person to the nearest defibrillator and how to remove the machine from the case. All units are registered with the South West Ambulance Service.

3. The request

- 3.1 The cost for 12 such units would be approx. £14,000 - £16,000, which it is proposed would come from the Housing Revenue Account.
- 3.2 Ideally the best location for each device would be at East Devon property and as such we suggest the community centres across the district of which there are 12 suitable locations earmarked. They would be placed on the outside of the buildings so that they are continuously accessible to the whole community, and not locked away out of hours.

The locations are:

- Ratcliffe House, Palmer House, Morgan Court, Albion Court, Bidmead community centres in Exmouth
 - Park Close community centre in Woodbury
 - Churchill Court community centre in Lypstone
 - Broadview community centre in Broadclyst
 - Trumps Court and Lymebourne community centres in Sidmouth
 - Millwey community centre in Axminster
 - Dunning Court community centre in Honiton
- 3.3 There is little maintenance required for the machines and it is proposed our own mobile support staff could easily be trained in how to check the equipment, on a monthly basis, which is the period required by South West Ambulance. The pads just need checking to ensure they are in good condition and still in date, plus a visual check that all appears as it should, including that it is fixed securely to the building.
 - 3.4 The flashing light indicates that the machine is operational and if the machine is used the pads will need replacing, so we propose keeping a supply of these in each district office in order that they are close to hand for replacement by Mobile Support staff.
 - 3.5 Mike Passant has said he is happy to train staff how to use and care for the devices.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Agenda item: 22

Subject: **Housing Revenue Account update to August 2018**

Purpose of report:

This report provides the Housing Review Board with the current position to August 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 August 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
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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 at the 2017 year end was presented at the last meeting and it was agreed that the in year surplus achieved in 2017 be allocated to the New Homes Development fund to finance the requirement for additional stock to replace right to buy sales.
- 1.3 The Housing Capital receipts reserves are split between those available to fund affordable housing, which were used in 2017 to fund the government prescribed 30% of affordable housing acquisitions, and other receipts used to fund the Housing capital programme.
- 1.4 The following table shows the opening reserves balance for the 2018 financial year.

Area	Reserve Description	2017	Movement	2018
Revenue	Housing Revenue Account Balance	(3,100)	0	(3,100)
Revenue	HRA Business Plan Volatility Reserve	(1,600)	0	(1,600)
Capital	HRA Future Housing Development Reserve	(6,770)	(2,872)	(3,898)
Capital	Capital Receipts Reserve - Affordable Housing	(3,281)	203	(3,484)
Capital	Capital Receipts Reserve - Other	(1,116)	367	(1,484)
TOTAL USEABLE RESERVES		(15,868)	(2,301)	(13,566)

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

- 2.1 The table below shows a summary of the HRA position as at August 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 Aug 2018				2018/19 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
(7,611,500)	(7,694,628)	(83,128)	TOTAL INCOME	(18,267,620)	(18,187,303)	80,317
6,887,071	5,924,521	(962,550)	TOTAL EXPENDITURE	14,312,011	13,914,534	(397,477)
1,047,726	1,067,900	20,174	COST OF FINANCING	2,542,780	2,542,780	0
			HRA (Surplus)/Deficit	(1,412,829)	(1,729,988)	(317,159)

- 2.2 The income from council dwellings is expected to be on budget with garage and other income showing a slight decline. 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 Aug 2018			TOTAL EXPENDITURE	2018/19 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
731,340	531,740	-199,600	Responsive Maintenance	1,754,440	1,780,714	26,274
394,550	426,530	31,980	Programmed Maintenance	947,000	911,032	-35,968
484,250	417,784	-66,466	Special Works	1,282,400	1,494,301	211,901
3,303,920	2,962,665	-341,255	Supervision & Management	5,631,451	5,148,498	-482,953
136,890	103,070	-33,820	Other Expenditure	290,030	210,310	-79,720
1,836,121	1,482,732	-353,389	Major Repairs	4,406,690	4,413,330	6,640
TOTAL				14,312,011	13,958,185	-353,826

- 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 RTB Receipts	(70,425)	(70,425)	
Current Balance before Exp	(7,452,920)	(3,554,468)	(3,898,453)
Year to Date Expenditure	1,980,031	594,009	1,386,021
Current Balance	(5,472,890)	(2,960,458)	(2,512,431)
Forecast Future Expenditure	3,019,969	905,991	2,113,979
Forecast Balance 2018 YE	(2,452,920)	(2,054,468)	(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 £500k for the current year.
- 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 RTB Receipts	(92,278)	(92,278)	0
Current Balance before Exp	(1,576,036)	(1,576,036)	0
Year to Date Expenditure	96,950	96,950	0
Current Balance	(1,479,086)	(1,479,086)	0
Forecast Future Expenditure	420,690	420,690	0
Forecast Balance 2018 YE	(1,058,396)	(1,058,396)	0

Annex A – HRA Summary Account

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

2018/19 Budget			Service	2018/19			
Original	Revised	Year to Date		Year to Date		Forecast	
£	£	£		Actual	Variance	YE Proj.	YE Var
(17,722,690)	(17,722,690)	(7,384,450)	INCOME				
(544,930)	(544,930)	(227,050)	Gross Property Rent including Garages	(7,475,503)	(91,053)	(17,669,371)	53,319
			Other Rents & Income	(219,125)	7,925	(517,932)	26,998
(18,267,620)	(18,267,620)	(7,611,500)	Total Income	(7,694,628)	(83,128)	(18,187,303)	80,317
			EXPENDITURE				
			Repairs & Maintenance				
2,701,440	2,701,440	1,125,890	General	958,270	(167,620)	2,691,747	(9,693)
1,282,400	1,282,400	484,250	Special Works	417,784	(66,466)	1,494,301	211,901
			Supervision & Management				
4,030,340	4,030,340	2,385,440	General	2,131,696	(253,744)	3,724,006	(306,334)
1,601,111	1,601,111	918,480	Special	830,969	(87,511)	1,424,492	(176,619)
290,030	290,030	136,890	Other Expenditure	103,070	(33,820)	210,310	(79,720)
9,905,321	9,905,321	5,050,950	Total Management & Maintenance	4,441,789	(609,161)	9,544,855	(360,466)
0	0	0	Adjustment to Bad Debt Provision	0	0	0	0
1,312,250	1,312,250	546,771	Depreciation - dwellings	546,771	0	1,312,250	0
0	0	0	- other	0	0	0	0
3,094,440	3,094,440	1,289,350	Transfer to Major Repairs Reserve	935,961	(353,389)	3,101,080	6,640
14,312,011	14,312,011	6,887,071	Total Expenditure	5,924,521	(962,550)	13,958,185	(353,826)
(3,955,609)	(3,955,609)	(724,429)	NET COST OF SERVICE	(1,770,107)	(1,045,678)	(4,229,118)	(273,509)
(20,170)	(20,170)	(20,170)	Interest on Balances	0	20,170	(20,170)	0
2,562,960	2,562,960	1,067,900	Principal & Interest Payable (PWLB loans)	1,067,900	0	2,562,960	0
(10)	(10)	(4)	Interest on Council House Sales (mortgages)	0	4	(10)	0
2,542,780	2,542,780	1,047,726		1,067,900	20,174	2,542,780	0
(1,412,829)	(1,412,829)	323,297	NET OPERATING EXPENDITURE - Deficit / (Surplus)	(702,207)	(1,025,504)	(1,686,338)	(273,509)
0	0	0	Prov for Bad Debts increase	0	0	0	0
(1,412,829)	(1,412,829)	323,297	Deficit / (Surplus) for the Year	(702,207)	(1,025,504)	(1,686,338)	(273,509)
			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)	323,297	Deficit / (Surplus) in year	(702,207)	(1,025,504)	(1,686,338)	(273,509)
(6,404,509)	(6,404,509)	(4,668,383)	Total Balance C/F	(5,693,887)	(1,025,504)	(6,678,018)	(273,509)
(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 August 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)	(7,191,500)	SB	(7,297,494)	(105,994)	(17,248,622)	10,938
(463,130)	(463,130)	(192,950)	SB	(178,009)	14,941	(420,749)	42,381
(544,930)	(544,930)	(227,050)	SB	(219,125)	7,925	(517,932)	26,998
(18,267,620)	(18,267,620)	(7,611,500)	TOTAL INCOME	(7,694,628)	(83,128)	(18,187,303)	80,317
			REPAIRS & MAINTENANCE				
			Repairs and Maintenance - General				
1,754,440	1,754,440	731,340	AG Response Maintenance	531,494	(199,846)	1,780,468	26,028
0	0	0	AG Rechargeable Works	246	246	246	246
0	0	0	AG Storm Damage	0	0	0	0
			Programmed Maintenance				
37,000	37,000	15,400	AG Communal Areas	11,546	(3,854)	33,963	(3,037)
0	0	0	AG Smoke & Carbon Monoxide Alarms	705	705	1,692	1,692
20,000	20,000	8,350	AG Emergency Equipment Test & Repair	2,112	(6,238)	5,069	(14,931)
0	0	0	AG Emergency Light Testing	969	969	2,326	2,326
0	0	0	AG Automated Door Servicing	3,314	3,314	7,954	7,954
20,000	20,000	8,350	AG Legionella Testing	3,450	(4,900)	20,000	0
1,000	1,000	400	AG PAT Testing	0	(400)	1,000	0
180,000	180,000	75,000	AG Solid Fuel Appliances	138,525	63,525	185,293	5,293
450,000	450,000	187,500	AG Gas Boilers Servicing	173,175	(14,325)	435,355	(14,645)
100,000	100,000	41,650	AG Electrical Inspections	31,112	(10,538)	100,000	0
1,000	1,000	400	AG Clos-o-mat Servicing	160	(240)	1,422	422
85,000	85,000	35,400	AG Lift Maintenance	47,074	11,674	79,224	(5,776)
25,000	25,000	10,400	AG External Painting Programme	368	(10,032)	883	(24,117)
8,000	8,000	3,350	AG Service of Rainwater Harvest Systems	300	(3,050)	3,924	(4,076)
20,000	20,000	8,350	AG Interior Decoration	13,720	5,370	32,928	12,928
947,000	947,000	394,550	Total Programmed Maintenance	426,530	31,980	911,032	(35,968)
2,701,440	2,701,440	1,125,890	Total Repairs and Maintenance - General	958,270	(167,620)	2,691,747	(9,693)
			Repairs and Maintenance - Special Works				
100,000	100,000	41,650	AG Adaptations for Disabled	36,369	(5,281)	100,000	0
10,000	10,000	4,150	AG Fence Programme	13,850	9,700	33,240	23,240
250,050	250,050	54,150	AG Fire Safety Works	33,422	(20,728)	373,837	123,787
50,000	50,000	20,850	AG Dampness Eradication & Condensation	23,353	2,503	52,874	2,874
10,000	10,000	4,150	AG Loft Insulation	4,338	188	10,891	891
120,000	120,000	50,000	AG Fuel Efficiency Measures	840	(49,160)	185,840	65,840
10,000	10,000	4,150	AG Improvements Voucher Scheme	2,819	(1,331)	7,609	(2,391)
12,000	12,000	5,000	AM Sanctuary Scheme	882	(4,118)	2,117	(9,883)
270,000	270,000	112,500	AG Asbestos Surveys	99,119	(13,381)	237,886	(32,114)
150,000	150,000	62,500	AG Asbestos Works	10,077	(52,423)	150,000	0
85,000	85,000	35,400	AG Gutter Repairs/Improvements	84,495	49,095	139,255	54,255
0	0	0	AG Renewal of Walls	0	0	0	0
100,350	100,350	41,850	AG Handyperson Scheme	45,233	3,383	99,515	(835)
0	0	0	AG Replacement Floors	0	0	0	0
30,000	30,000	12,500	AG Structural Works - Subsidence	0	(12,500)	0	(30,000)
5,000	5,000	2,100	SB Grant via Tenant Participation	692	(1,408)	1,661	(3,339)
20,000	20,000	8,350	AG Energy Performance Certificates	9,856	1,506	10,496	(9,504)
10,000	10,000	4,150	AG Path Repairs	14,279	10,129	0	(10,000)
10,000	10,000	4,150	AG Minor Schemes	4,192	42	10,061	61
10,000	10,000	4,150	AG Flat Roof Repairs	11,600	7,450	19,794	9,794
30,000	30,000	12,500	AG Chimney Repairs	22,368	9,868	59,226	29,226
1,282,400	1,282,400	484,250	Total Repairs and Maintenance - Special Works	417,784	(66,466)	1,494,301	211,901

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	1,101,350	Employees	1,018,770	(82,580)	2,445,048	(225,912)
238,980	238,980	238,980	Premises	208,089	(30,891)	238,980	0
127,870	127,870	52,580	Transport	39,279	(13,301)	94,270	(33,600)
250,440	250,440	250,440	Supplies & Services	177,817	(72,623)	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	2,842,840	Total Expenditure	2,606,995	(235,845)	4,228,228	(259,512)
(2,760)	(2,760)	(2,760)	Income	(20,659)	(17,899)	(49,582)	(46,822)
4,484,980	4,484,980	2,840,080	Net Expenditure before Recharges	2,586,336	(253,744)	4,178,646	(306,334)
(454,640)	(454,640)	(454,640)	Recharge income	(454,640)	0	(454,640)	0
4,030,340	4,030,340	2,385,440	Net Supervision & Management - General	2,131,696	(253,744)	3,724,006	(306,334)
Net Expenditure Analysis by Cost Centre							
856,835	856,835	501,120	JG General Operational Management	637,207	136,087		
225,169	225,169	142,350	JG Strategic Lead Housing & support	151,650	9,300		
1,215,839	1,215,839	626,530	SB Landlord Services	576,909	(49,621)		
1,048,139	1,048,139	546,440	AM Housing Needs & Strategy	563,222	16,782		
1,107,679	1,107,679	613,020	AG Asset & Property	627,687	14,667		
31,319	31,319	28,420	AG Council House Sales	29,661	1,241		
4,484,980	4,484,980	2,457,880	Net Expenditure before Recharges	2,586,336	128,456		
(454,640)	(454,640)	(454,640)	Recharge income	(454,640)	0		
4,030,340	4,030,340	2,003,240	Total Analysis by Cost Centre	2,131,696	128,456		
Supervision & Management - Special							
70,160	70,160	38,940	SB Communal Areas Cleaning	42,496	3,556	101,990	31,830
40,880	40,880	11,220	SB Community Centres	2,784	(8,436)	6,682	(34,198)
10,000	10,000	4,150	AM Choice Based Lettings	4,549	399	10,918	918
313,000	313,000	313,000	SB Maintenance of Grounds	312,999	(1)	312,999	(1)
35,320	35,320	18,100	SB Play Areas	5,007	(13,093)	12,017	(23,303)
45,560	45,560	19,280	SB Estate Management	5,368	(13,912)	12,883	(32,677)
13,000	13,000	5,400	SB Anti Social Behaviour	0	(5,400)	0	(13,000)
410	410	150	SB Caretaking & Window Cleaning	0	(150)	0	(410)
35,021	35,021	14,600	AG Communal Areas Lighting	11,531	(3,069)	27,674	(7,347)
6,000	6,000	2,500	AG Shared House St Andrews Road Exmouth	183	(2,317)	439	(5,561)
5,000	5,000	2,100	AM Mutual Exchanges	5,269	3,169	12,646	7,646
26,080	26,080	10,850	AG Communal Areas Heating	6,840	(4,010)	16,416	(9,664)
5,000	5,000	2,100	AM Longitudinal Study	419	(1,681)	1,006	(3,994)
75,000	75,000	31,250	AG Stock Condition Survey	0	(31,250)	0	(75,000)
3,290	3,290	1,400	SB Tenants' Conference	2,277	877	5,465	2,175
15,000	15,000	6,250	AM New Build Feasibility	6	(6,244)	14	(14,986)
15,000	15,000	6,250	JG ASW Procurement	0	(6,250)	13,708	(1,293)
5,000	5,000	2,100	TC Decommissioning Costs	0	(2,100)	0	(5,000)
5,000	5,000	2,100	JG Business Plan Update	0	(2,100)	0	(5,000)
9,400	9,400	2,000	TC District Offices running expenses	4,720	2,720	11,328	1,928
777,470	777,470	383,770	TC Mobile Support Officers	402,693	18,923	777,470	0
85,000	85,000	35,450	SH Sheltered Schemes Equipment Maintenance	17,229	(18,221)	85,000	0
5,520	5,520	5,520	AG Sewage Treatment Works	6,599	1,079	15,838	10,318
1,601,111	1,601,111	918,480	Total Supervision & Management - Special	830,969	(87,511)	1,424,492	(176,619)

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	21,250	AG	Sewerage - Repairs, Maintenance & Emptying	6,864	(14,386)	16,474	(37,596)
29,380	29,380	14,160	SB	Tenant Participation	10,413	(3,747)	24,991	(4,389)
5,250	5,250	2,200	SB	Tenant Scrutiny	5,089	2,889	12,214	6,964
2,030	2,030	850	SB	Storage	0	(850)	0	(2,030)
5,130	5,130	1,900	SB	Honiton - 38 St Pauls Road Heathpark	243	(1,657)	583	(4,547)
20,240	20,240	8,560	SB	Community Development Work	5,935	(2,625)	14,244	(5,996)
0	0	0	SB	Honiton Together	500	500	1,200	1,200
2,000	2,000	850	SB	Minor Management Schemes	560	(290)	1,344	(656)
0	0	0	AG	Road Repairs	745	745	1,788	1,788
1,020	1,020	450	SB	Signs on Estates	813	363	1,951	931
8,120	8,120	3,400	SB	Eviction Expenses	8,135	4,735	19,524	11,404
0	0	0	AG	Off Street parking - Grants to Tenants	0	0	0	0
3,050	3,050	1,250	AG	Pest Control Expenses	1,016	(234)	2,438	(612)
10,000	10,000	4,150	AG	Gully Cleansing	0	(4,150)	0	(10,000)
31,470	31,470	28,570	AG	Tree Felling and Planting	26,470	(2,100)	26,470	(5,000)
5,000	5,000	2,100	AG	Landscaping	2,664	564	6,394	1,394
75,000	75,000	31,250	AM	Removal Expenses (downsizing)	19,175	(12,075)	46,020	(28,980)
0	0	0	AG	Private Water Supplies - Service & Maintenance	0	0	0	0
23,270	23,270	9,700	SB	Removal of Rubbish	14,448	4,748	34,675	11,405
15,000	15,000	6,250	SB	Best Value - Housemark	0	(6,250)	0	(15,000)
290,030	290,030	136,890		TOTAL OTHER EXPENDITURE	103,070	(33,820)	210,310	(79,720)
MAJOR REPAIRS ACCOUNT								
20,000	20,000	8,333	AG	Heating Upgrades	36,640	28,307	36,640	16,640
0	0	0		COT heating upgrades	0	0	0	0
800,000	800,000	333,333	AG	Gas Boilers Replacement	245,213	(88,120)	767,235	(32,765)
0	0	0	AG	COT new boilers	8,834	8,834	32,765	32,765
300,000	300,000	125,000	AG	Electrical Updating	13,109	(111,891)	300,000	0
150,000	150,000	62,500	AG	Roof Renewal	67,699	5,199	150,000	0
350,690	350,690	146,121	AG	Replacement Kitchens	103,792	(42,329)	350,690	0
190,000	190,000	79,167	AG	COT kitchens	87,315	8,148	190,000	0
100,000	100,000	41,667	AG	Replacement Doors	4,958	(36,709)	100,000	0
320,000	320,000	133,333	AG	Replacement uPVC fascias etc	(6,192)	(139,525)	320,000	0
210,000	210,000	87,500	AG	Replacement Bathrooms	49,813	(37,687)	210,000	0
70,000	70,000	29,167	AG	COT bathrooms	61,044	31,877	70,000	0
10,000	10,000	4,167	AG	Electrical Works on COT	0	(4,167)	0	(10,000)
1,886,000	1,886,000	785,833	AG	COT: Other Expenditure	810,507	24,674	1,886,000	(0)
4,406,690	4,406,690	1,836,121		TOTAL MAJOR REPAIRS ACCOUNT	1,482,732	(353,389)	4,413,330	6,640

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	596	179	417
17 Roseway Exmouth Ex8 2pp	596	179	417
Total	1,980,031	594,009	1,386,021
Budgeted Spend for Year	5,000,000	1,500,000	3,500,000
Residual Budget/Forecast Exp	3,019,969	905,991	2,113,979

Report to: **Housing Review Board**

Date of Meeting: 20 September 2018

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 23

Subject: **Void performance.**

Purpose of report: To highlight the improvements required in relation to how quickly we are turning void properties around for re-occupation.

This report aims to highlight that this is being seen as a priority and identifies some of the plans for improvement.

Recommendation: **To 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.**

Reason for recommendation: Robust processes in relation to void management ensure we are able to house people quickly as well as maximise rental income.

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

Andrew Mitchell, Housing Needs and Strategy Manager, ext. 2531, amitchell@eastdevon.gov.uk

Financial implications: The reduction in void turnaround times would increase the amount of rental income into the HRA. Lost rental due to Voids in 2017 was £398k and is at £159k for the first 5 months of this year.

Legal implications: Legal Services have no specific comment to make at this time, those procuring the services will need to follow all procurement rules and must ensure that appropriate contracts are let that provide the Council will the necessary protection in the event of the problems that can occur in significant build projects. Sufficient due diligence should be carried out before any project is specified and tendered for. Consideration will of course need to be given to the needs of the tenants. Legal Services will be happy to provide more specific guidance and advice in respect of each project as it becomes relevant.

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:



1. Background

- The purpose of this report is to reassure Members that we are reviewing all areas of the service in relation to our current void performance.
- The figures outlined below demonstrate a worsening performance in void turnaround times over recent years and there is clearly the need for us to review this activity in order to consider performance improvements.
- We are seeing a continual rise in the number of void properties that we are managing each year. Excluding mutual exchanges, in 2016-17 there were 291 void properties. This rose to 328 in 2017-18 and the forecast for the current financial year, based on figures to date, is 380.
- We are continuing to see properties left in a poor condition, this is worst in general needs properties. Often specialist cleaning contractors have to be commissioned in order to ensure properties are suitable for contractors to work in. This can lead to larger scale works to bring properties up to our required standard for re-let.
- Our recognised Void Standard establishes the standard of re-let we seek to achieve. This standard has served us well, this is reflected in good feedback from customer satisfaction surveys that is undertaken following a tenant moving into a property.
- The process for re-letting properties involves cross team communication with core responsibilities for co-ordinating the void period sitting with our Allocations team. There is significant input from our Maintenance Surveyors who are responsible for contractor management with regards to the tailored property specification that is produced, as well as any issues that may arise during refurbishment.
- In line with compliance management there has been more emphasis on works that need to be undertaken as part of the property being re-let. An example of this is intrusive fire stopping works that we have taken the opportunity to upgrade as part of any flats that become vacant. This has led to complex, intrusive works in some instances, but is an opportunity that we have taken to improve compliance across our stock as part of fire safety works. Such works can lead to extended re-let times and in such cases the Surveyors work closely with contractors to reduce the delays wherever possible.

2. Reviewing the void process

Performance Indicator	2016/17 Cumulative Total	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	2017/18 Cumulative Total
The average re-let time in days General Needs	38.6	43.4	41.7	44.8	44.1	42.84
The average re-let time in days Sheltered Housing	34.3	37.1	45.4	45.9	44.8	40.88

- 2.1 The information above summarises void performance from a 'key to key' perspective and the figures represent the number of days a property has remained empty. This information compares performance per quarter from 2016/2017 to 2017/2018 and has been taken directly from our housing performance report as part of information we collect and cascade to you on a quarterly basis.
- 2.2 To compare performance the figures below summarise cumulative figures for years since 2013/14. The figures indicate a steady rise in the number of days across both sheltered and general needs properties.

Year	Average number of days
2013/2014	General needs- 28 Sheltered properties- 21
2014/2015	General needs- 30 Sheltered properties- 25.7
2015/2016	General needs- 30.8 Sheltered properties- 29.6

- 2.3 A complete Systems Thinking review of the process was conducted during 2009 that led to a number of improvements to ensure our properties were turned around in the shortest possible timescales with an emphasis on cutting out waste and the importance of communication with the outgoing tenants as part of pre-void inspections. As part of the urgent review we will be undertaking, we will revisit these principles to capture relevance in the current operating environment.
- 2.4 The list below highlights a number of actions that we have recently implemented as part of reviewing our performance in this area:
- Joint weekly void meetings with Maintenance Surveyors, Allocation Officers and contractors to discuss progress of current properties being refurbished as well as looking ahead at what properties are becoming void.
 - Review of void performance information through each part of the void process. By breaking down the information that we hold we can capture the areas of the process that are causing us the most delays, we can then look specifically at targeting work in these areas.
 - Motivating and driving performance of our contractors ensuring void works are high priority.
 - Revisiting the importance of pre-void inspections to ensure tenants are aware of what is expected of them on departure from their property. Ensuring any concerns with the condition of the property are highlighted accordingly.
 - Ensuring Tenant Inspectors are assessing voids prior to them being re-let. Any concerns or comments should be picked up through the completion of a void review form that are submitted to Maintenance Surveyors for review.
 - The Allocations team have re-organised and have made changes to procedures to allow greater focus to be placed on ensuring that the process within the void turn around period is as efficient as possible.
- 2.5 There has been an emphasis on ensuring all compliance matters are picked up at void stage and this can in some cases lead to more intrusive works, such as fire stopping works as highlighted above. We are working closely with contractors to prepare sufficiently for compliance works to be completed as if organised correctly this should not lead to delays in

the process. By ensuring they are aware of our requirements they can prepare from the outset for such works without un-necessary delays when specific materials might need to be sourced.

3 Financial review

3.1 We have recently recognised that commissioning bathrooms and kitchens from our day to day contractors as part of works to voids is not providing us with the most competitive prices and we have therefore been adding properties to our larger scale kitchen and bathroom programmes. This does in some cases mean we have re-let the property on the provision that bathroom and/or kitchen works will be undertaken in the future. This commitment is made with the incoming tenant ensuring clarity on when works will take place. Our experience of this to date has led to little resistance as often tenants are keen to move into properties quickly without delays that may be caused if large scale works are taking place. It should be noted that Maintenance Surveyors carefully assess each property and if the kitchen/bathroom is in significant disrepair then the works will still be completed as part of the void works.

4. Conclusion

- 4.1 The Property and Asset Manager and the Housing Needs and Strategy Manager are actively involved in overseeing this review, recognising that we need to ensure our processes and procedures are working effectively.
- 4.2 Following the vacancy of our Senior Technical Officer (Responsive Repairs and Voids) post, we have now recruited into this role. This Officer holds a number of responsibilities in relation to void management and an early objective has been set around driving void times down whilst ensuring full compliance with legislation.
- 4.3 As we prepare to enter into new contracting arrangements, our Price Per Void process is likely to lead to financial assurances although exclusions and inclusions in terms of what is included in the Price Per Void model will need to be carefully managed from the outset. We will maximise time within the mobilisation phase to embed and define our void process with our new contractor in order to ensure clarity and understanding of processes from both sides. Key Performance indicators will be embedded from the start of the new contract in terms of void turnaround times and this will be underpinned by a Systems Thinking approach to reducing waste in the system and ensuring tenants are at the centre of the process. We will continue to empower our Tenant Inspectors to continue their inspection visits in order to provide us with reassurance that from a tenant's perspective we are still meeting the high standards tenants have come to expect.

Report to: **Housing Review Board**

Date of Meeting: 20 September 2017

Public Document: Yes

Exemption: None

Review date for release None

Agenda item: 24

Subject: **Quarter 1- 4 (April 1 to March 31 2018) Quarterly Monitoring Report**

Purpose of report: The Housing Performance Indicator Report for quarters 1-4 2017/18 details selected indicators measuring performance across the Housing Service.

Recommendation: **The Housing Review Board is invited to consider and comment on performance of the Housing Service.**

Reason for recommendation: For the Board to see our performance for quarters 1- 4 (April 1 to March 31 2018)

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

Financial implications: No specific financial implications

Legal implications: There are no legal implications contained in the report

Equalities impact: Low Impact

Risk: Low Risk

Links to background information:

Link to Council Plan: Living in this outstanding place



Housing Service

Quarterly Performance Indicator Report

Quarter 4 2017/18 Financial Year

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Background Information

Performance against 2016/17 quarter has been included to provide some context to the statistics.

	Performance is worse than 2016/17 quarter figure by over 5%
	Performance is within 5% of 2016/17 quarter figure
	Performance is better than 2016/17 performance figure

0.0 Summary

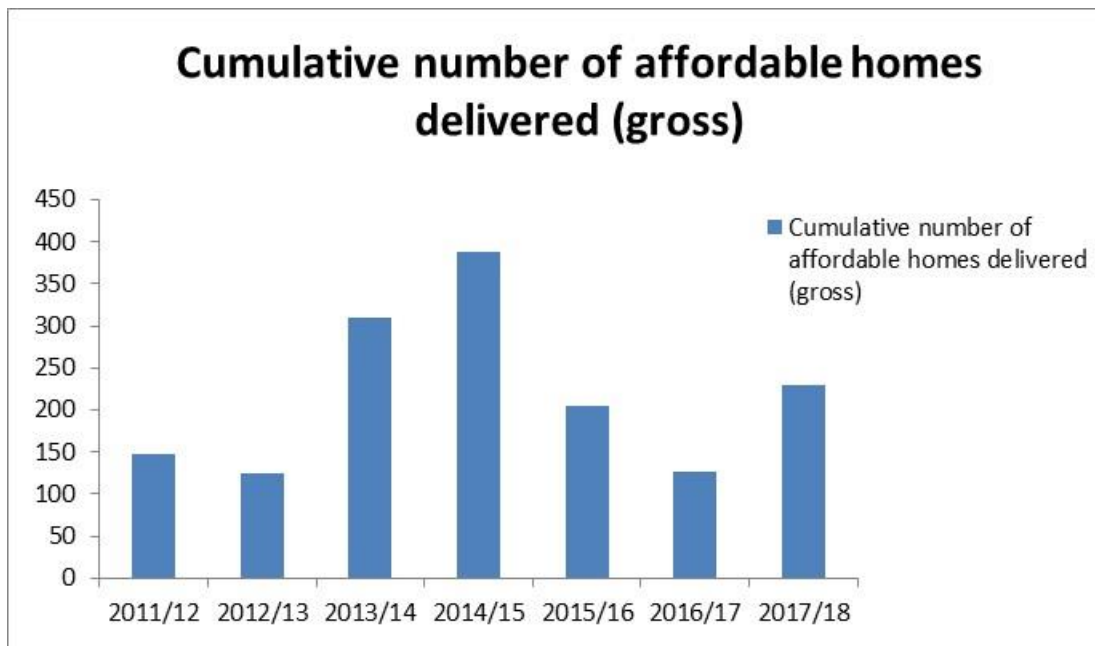
Description	2016/17	2017/18					Progress against 2016/17 quarter 4
	Cumulative Total	Apr- Jun	Jul-Sep	Oct - Dec	Jan - Mar	Cumulative Total	
Total supply of social rent housing and intermediate housing	126	45	22	56	106	229	
Total New ASB Cases	410	145	125	25	23	318	
No. of new stage 1 complaints	45	5	6	5	8	24	
Calls answered under 1 minute (%)	97.7	98.2	98.0	97.3	97.0	98.2	#
The average re-let time in days General Needs	36.0	43.4	41.2	45.9	44.1	43.5	

Description	2016/17	2017/18					Progress against 2016/17 quarter 4
	Cumulative Total	Apr- Jun	Apr-Sep	Apr - Dec	Apr- Mar	Cumulative Total	
% of rent collected from current tenants (excl. arrears bought forward but incl. service charges) - Year to date	98.9%	100.4%	100.1%	99.5%	98.80%	98.8%	
Percentage of routine repairs completed within target time	97.4%	97.0%	95.8%	96.5%	96.4%	96.4%	

1.0 Affordable Housing Completions

Performance Indicator	2016/17	2017/18							Performance against 2016/17 quarter 4
	Cumulative Total	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Cumulative Total	Target	% of target met	
Number of affordable homes delivered (gross) (LAA)	126	45	22	56	106	229	100	100	
EDDC Acquisitions	#	#	#	#	28	28	#	#	

Source: SPAR.net



2.0 Anti-social behaviour

Performance Indicator	2016/17	2017/18				Cumulative Total	Performance against 2016/17 quarter 4
	Cumulative Total	April-Jun	Jul-Sep	Oct - Dec	Jan-Mar		
No. of new ASB cases							
Alcohol related (H)	2	3	1			4	
Child behaviour*	8	2	1	1		4	
Communal Fire*	3	4	4	3		11	
Communal Garden*	15		2			2	
Communal Internal*	5	2		1		3	
Communal Open Space*	15	12	4	1		17	
Condition of Garden*	1	2			1	3	
Condition of Property*	34	10	10	4	5	29	
Criminal Behaviour (O)	4	7	2	1	1	11	
Dangerous Animal						0	
Domestic Abuse (I)	4				1	1	
Drugs, substance misuse, dealing (G)	9	2	5	1	4	12	
Garden Nuisance (L)	102	39	41			80	
Harrasment*	21	4	4	1		9	
Hate Related (C)	2					0	
Illegal Occupation, Squatter*	3	1	3			4	
Litter, Rubbish, Fly Tipping (K)	18	6	5			11	
Misuse of Communal Areas (M)	0					0	
Noise (A)	73	23	21	5	6	55	
Nuisance from Vehicles (F)	0					0	
Parking Dispute*	16	1	2	2	1	6	
Pets & Animal Nuisance (E)	24	9	9	1		19	
Physical Violence (J)	9	1	2	1	1	5	
Prostitution, Sex Acts (N)	0					0	
Untaxed Vehicle*	6	3	1		1	5	
Vandalism & Damage to Property (D)	3					0	
Vehicle Nuisance*	12	5	2	1			
Verbal Abuse (B)	12	9	6	2	2	19	
Total New ASB Cases	410	145	125	25	23	318	

Source: Estate Management Customer Satisfaction Survey, OH

*significant drop due to changes in reporting on OH. From 2018/19 we will report incidents and cases which will provide a more complete picture

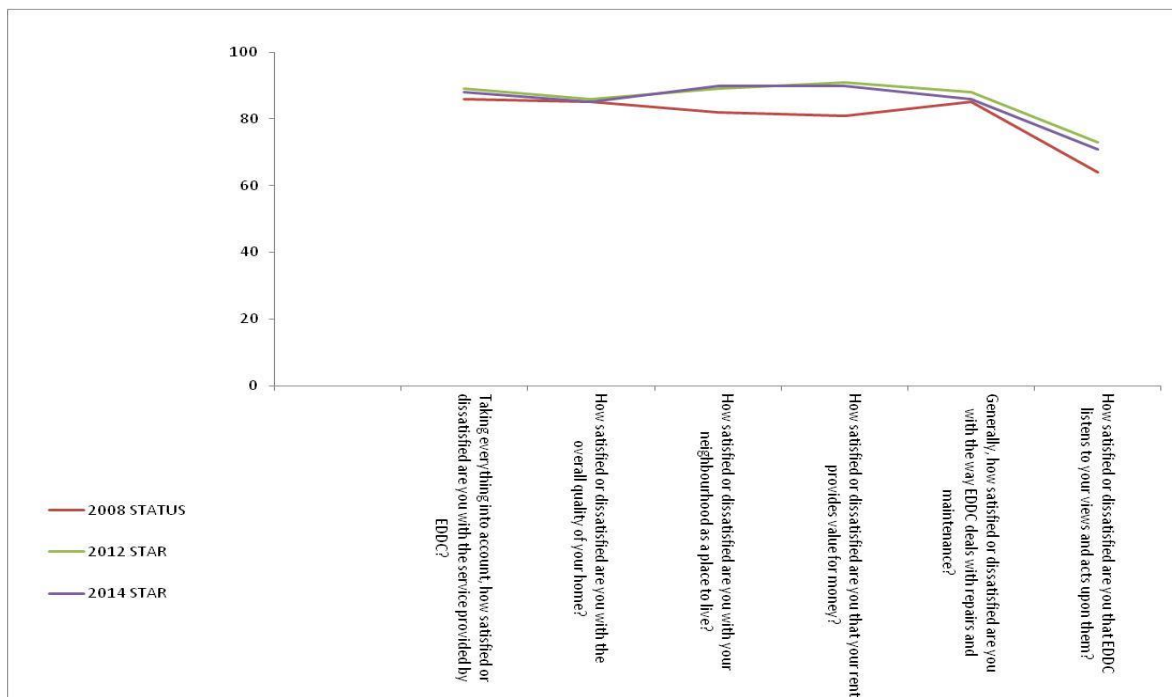
3.0 Complaints

Description	2016/17	2017/18				2017/18	Performance against 2016/17 quarter 4
	Cumulative Total	April- Jun	Jul-Sep	Oct - Dec	Jan - Mar	Cumulative Total	
No. of new stage 1 complaints	45	5	6	5	8	24	
Allocations complaints	5	0	3	3		6	
ASB complaints	10	0			1	1	
Estate services complaints	2	0			5	5	
Tenancy management complaints	1	0	1		2	3	
Rents and service charges complaints	2	1		1	5	7	
Repairs and maintenance complaints	16	2	1	1	3	7	
Staff & customer service complaints	7	2	1			3	
Other complaints	2					0	
Average time in calendar days to issue full response to all Stage 1 complaints	22.2	26.2	25	25.8	24.9	25.5	

4.0 Customer Satisfaction

Description	2008 STATUS	2012 STAR	2014 STAR
Taking everything into account, how satisfied or dissatisfied are you with the service provided by EDDC?	86	89	88
How satisfied or dissatisfied are you with the overall quality of your home?	85	86	85
How satisfied or dissatisfied are you with your neighbourhood as a place to live?	82	89	90
How satisfied or dissatisfied are you that your rent provides value for money?	81	91	90
Generally, how satisfied or dissatisfied are you with the way EDDC deals with repairs and maintenance?	85	88	86
How satisfied or dissatisfied are you that EDDC listens to your views and acts upon them?	64	73	71

Source: STATUS and STAR surveys. NB: The STAR results are based on valid responses only, STATUS on non-valid and valid responses – they are therefore not directly comparable.



5.0 EDDC Stock

Date	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5+ Bedroom	HMO	Total
04/04/2011	1189	1428	1609	70	5		4301
15/06/2011	1188	1426	1609	70	5		4298
01/07/2011	1188	1426	1609	70	5		4298
01/08/2011	1188	1427	1609	70	5		4299
01/09/2011	1188	1427	1609	70	5		4299
03/10/2011	1188	1427	1609	70	5		4299
01/11/2011	1188	1427	1609	70	5		4299
01/12/2011	1188	1427	1609	70	5		4299
03/01/2012	1188	1427	1609	70	5		4299
01/02/2012	1188	1427	1609	70	5		4299
01/03/2012	1188	1427	1608	70	5		4298
30/03/2012	1188	1427	1607	70	5		4297
02/05/2012	1188	1427	1607	69	5		4296
01/06/2012	1188	1427	1607	69	5		4296
02/07/2012	1188	1427	1607	69	5		4296
28/11/2012	1190	1423	1605	68	5		4291
04/01/2013	1189	1423	1603	68	5		4288
09/04/2013	1189	1424	1598	66	5		4282
04/07/2013	1189	1432	1594	66	5		4286
02/04/2014	1193	1425	1586	66	5		4279
02/07/2014	1195	1428	1580	65	5		4273
08/10/2014	1196	1424	1575	65	5		4265
15/01/2015	1196	1419	1567	65	6		4253
15/04/2015	1196	1415	1562	65	6		4244
24/07/2015	1196	1411	1560	26	6		4237
15/10/2015	1196	1409	1558	64	6		4233
07/01/2016	1195	1407	1556	64	6		4228
08/04/2016	1193	1408	1551	64	6		4222
06/07/2016	1195	1406	1549	64	6		4220
30/09/2016	1195	1406	1549	64	6		4220
04/01/2016	1189	1408	1546	67	6	1	4217
01/04/2017	1196	1403	1540	66	6	1	4211
03/07/2017	1195	1409	1537	66	6	1	4214
04/10/2017	1196	1416	1540	66	6	1	4225
03/01/2018	1196	1420	1540	65	5	1	4227
11/04/2018	1196	1415	1529	63	6	1	4213

Source: Open Housing and Host Access Bedroom Analysis

6.0 Homelessness

Description	2016/17	2017/18				
	Cumulative Total	April- Jun	Jul-Sep	Oct - Dec	Jan - March	Cumulative Total
Office Interviews: Number of people who come into EDDC office for housing/homeless advice	1932	455	454	320	303	1532
Approaches: Number of people who indicate that they are homeless or about to become homeless	312	63	73	52	72	260
Acceptances: Number of people who EDDC have accepted as homeless	18	5	8	5	10	28
Preventions: Cases EDDC have intervened to prevent homelessness	287	57	65	55	53	230
No of households living in temp acc owed a housing duty at the end of the quarter (not in B&B)*	12	4	12	11	12	39
Number of days spent in temporary B&B accommodation*	1420					
Cost of temporary B&B accommodation (£)*	£9,620					
Number of hhlds living in temp accommodation at end of quarter	#	20	24	26	32	102
No of households placed into temp B&B accommodation during the qtr	#	12	17	11	39	79
Number of hhlds in temp B&B accom at end of quarter	#	8	12	3	8	#
Verified rough sleeper count	#	10	7	7	9	#

Source: Homelessness & Housing Options Team & SPAR

*Please note this is not the net cost but the total cost. Some payments will be recovered through HB payments. This is an annual PI

Factors contributing to a rise in homelessness:

- A national rise of 12% reported by DCLG
- Obstacles caused by welfare reforms in assisting people into the private sector
- Challenges in accommodating an increasing number of people with high and complex needs

7.0 Home Safeguard

Description	2016/17		2017/2018			
	Cumulative total	Apr-June	July-Sept	Oct-Dec	Jan-March	Cumulative total
Call Handling						
Answered in under 1 Minute	97.6%	98.16%	98.01	97.30%	97.00%	#
Answered in under 3 Minutes	99.6%	99.81%	99.8%	99.70%	99.58%	#
Answered in over 3 Minutes	0.4%	0.18%	0.23	0.29%	0.42%	#
% of Operators Achieving Under 1 Minute KPI	61.8%	71.2%	59.0%	52.2%	57%	#
Installations						
Under 2 working Days (urgent) - Number	21	4	8	13	8	33
Under 2 working Days (urgent) - % installed within target time		50%	100%	100%	100%	100%
Under 5 working Days - Number	10	2	0	0	0	2
Under 5 working Days - % installed within target time		50%	100%	100%	100%	100%
Under 15 working Days (non urgent) - Number	557	106	121	103	139	469
Under 15 working Days (non urgent) - % installed within target time		100%	98%	90%	100%	100%
Under 20 working Days (non urgent) - Number	0	0	0	0	0	0
Under 20 working Days (non urgent) - % installed	100%	100%	100%	100%	100%	100%
Repairs*						
Critical Repairs						
Total Number Critical Repairs	#	31	34	38	41	#
Total Number Critical Repairs within 48 hours	#	29	33	37	41	#
Total Number Critical Repairs over 48 hours	#	2	1	1	0	#
% Critical within target time	#	94.0%	94.0%	97.0%	100%	#
Non Critical Repairs						
Total Number Non Critical Repairs	#	27	27	41	18	#
Total Number Non Critical Repairs within 96 hours	#	26	24	39	18	#
Total Number Non Critical Repairs over 96 hours	#	1	3	2	0	#
% Critical within target time	#	96.0%	96.0%	95.0%	100%	#
Complaints						
Total complaints	0	0	0	0	0	0
Response sent in under 5 days	#	#	#	#	#	#
Response sent in under 20 days	#	#	#	#	#	#

Source: Homesafeguard Team

8.0 Lettings

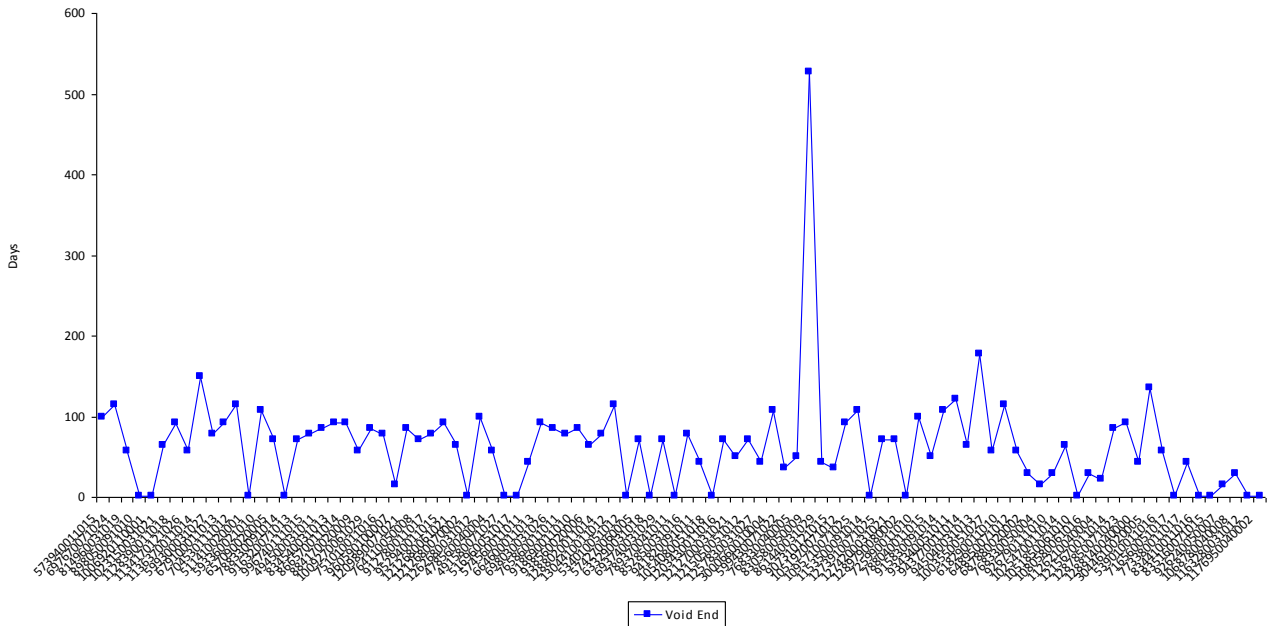
Performance Indicator	2016/17	2017/18				Cumulative Total	Performance against 2016/17 quarter 4
	Cumulative Total	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar		
Total number of units vacant at the end of the period	101	22	14	15	18	21	#
Number of units vacant and available for letting at the period end	26	1	0	1	6	#	#
Number of units vacant but unavailable (BVPI) for letting at the period end	#	21	14	14	12	#	#
The average re-let time in days General Needs	38.6	43.4	41.7	44.8	44.1	42.84	
The average re-let time in days Sheltered Housing	34.3	37.1	45.4	45.9	44.8	40.88	
Total number of re-lets during the period benchmarked	213	90	68	56	102	316	#
The number of properties accepted on first offer GN*	#	41	37	20	#	#	#
The number of properties accepted on first offer SH*	#	34	19	15	#	#	#
The % of properties accepted on first offer GN	#	91.1	82.2%	67%	#	#	#
The % of properties accepted on first offer SH	#	79.1	82.6%	68%	#	#	#
Percentage of new tenants satisfied with the letting service	85.6	88.9	#	95%	#	#	#
Percentage of dwellings that are vacant and available to let - GN and HfOP	#	0.000	0.000	0.0033	0.001	#	#
Percentage of dwellings that are vacant but unavailable (BVPI) to let - GN and HfOP	#	0.005	0.003	0.0002	0.001	#	#

*voids are standard voids and do not include long term voids and those undergoing major works

Source: CORE, OH

Figure 8.1: Housing Voids – Property Type Dwelling – Capability Chart for 01 Jan 2018 – 31 Mar 2017

Housing Voids: Is Garage?=No
Run Chart (End to End) - Time from Void Start, Void End between 02-Jan-18 and 31-Mar-18



9.0 Number of Households on the East Devon Housing Waiting List

Performance Indicator	2016/17	2017/18			
	End of Year Total	Apr-Jun	Jul-Sep	Oct-Dec	Apr-Mar
Band A - Emergency Housing Need	1	2	2	1	1
Band B - High Housing Need	294	272	271	254	297
Band C - Medium Housing Need	465	452	472	475	515
Band D - Low Housing Need	811	809	842	872	900
Band E - No Housing Need	1790	1797	1939	2057	2202
Total	3361	3332	3526	3659	3915

Source: Devon Home Choice

10 Private Sector Housing

Description	Cumulative Total 2015/16	2017/18				Cumulative Total 2017/18
		April- Jun	Jul-Sep	Oct - Dec	Jan - March	
Empty homes investigated	140	#	#	#	#	0
Empty homes genuinely brought back into use	#	#	#	#	#	0
Non-exempt empty homes	993	#	#	#	#	0
Disabled Facilities Grant Approvals	99	17	11	25	14	71
Disabled Facilities Grant Completions	60	37	32	22	18	78

Source: Council Tax Return & Private Sector Team records

11 Rental

Performance Indicators	2016/17	2017/2018				Performance against 2016/17 quarter 4
	Cumulative Total	Apr-Jun	Apr-Sep	Apr-Dec	Apr-Mar	
Rent and service charges due for the period benchmarked (whether property (incl garage) is occupied or not & excluding all arrears brought forward)	£19,036,384.54	£4,724,081.17	£9,819,799.97	£14,283,201.88	£18,573,864.38	#
Rent and service charges that could not be collected during the period benchmarked due to empty dwellings (incl garages)	£295,443.26	£91,651.50	£186,768.99	£291,899.37	£389,632.66	#
Rent collected year to date from current tenants (excludes refunds and adjustments)	£18,760,462.73	£4,649,797.11	£9,478,297.90	£14,175,121.87	£18,304,758.00	#
Rent collected year to date from former tenants (excludes refunds and adjustments)	£44,811.51	£11,578.16	£29,771.16	£38,816.89	£46,560.15	#
Rent collected year to date from current & former tenants (excludes refunds and adjustments)	£18,805,274.24	£4,661,375.27	£9,638,547.68	£14,237,607.63	£18,351,318.00	#
Total tenant arrears - start of year	£330,686.44	£255,458.07	£249,644.18	£288,037.62	£344,151.84	#
Total tenant arrears - end of period	£255,458.07	£249,644.18	£288,037.62	£344,151.84	£274,856.98	#
Current tenant arrears - start of year	£284,032.43	£206,806.30	£249,244.53	£272,632.03	£272,632.03	#
Current tenant arrears - end of period	£206,806.60	£249,244.53	£224,377.29	£272,632.03	£212,755.13	#
Former tenant arrears - start of year	£44,810.98	£48,651.47	£55,747.87	£63,348.70	£70,254.48	#
Former tenant arrears - end of period	£48,651.47	£55,747.87	£63,348.70	£70,254.48	£62,101.85	#
Total rent and service charges of current and former tenants, which were actually written off as unrecoverable year to date	£47,913.61	£6,111.11	£14,980.85	£31,177.49	£39,225.52	#
Suspense Account	#	#	#	#	£12,054.40	
Refunds and adjustments			£84,067.14	£130,057.43	£142,933.39	
Total number of evictions due to rent arrears year to date	5	1	2	3	6	
Number of tenancies at the start of the period	4185	4156	4149	4166	4166	#
Number of tenancies at the end of the period	4156	4149	4166	4163	4192	#
Prepaid B/Fwd	£198,452.14	£198,440.21	£423,886.00	£129,606.42	£222,490.87	#
Prepaid C/Fwd	£409,381.69	£431,816.56	£316,029.64	£327,974.21	£425,900.39	#
Rent and service charges due excluding rent and service charges that could not be collected during the period benchmarked due to empty dwellings	£18,740,941.28	£4,724,081.17	£9,819,799.97	£14,283,201.88	£18,573,864.38	#

11 Rental

Performance Indicators	2016/17	2017/2018				Performance against 2016/17 quarter 4
	Cumulative Total	Apr-Jun	Apr-Sep	Apr-Dec	Apr-Mar	
% of rent due collected from current & former tenants (excluding arrears b/fwd)	99.7%	100.6%	98.2%	99.7%	98.8%	
% of rent due collected from current & former tenants (including arrears b/fwd)	98.6%	96.3%	95.7%	97.8%	97.4%	#
% of rent due collected from current tenants (excluding arrears b/fwd)	99.9%	100.4%	96.5%	99.2%	98.6%	#
% of rent due collected from current tenants (including arrears b/fwd)	99.0%	96.1%	94.5%	97.5%	97.1%	
Rent arrears of current tenants as a % of rent due	1.1%	5.4%	2.3%	1.9%	1.1%	#
Rent arrears of former tenants as a % of rent due	0.3%	1.2%	0.6%	0.5%	0.3%	#
Rent arrears of former & current tenants as a % of rent due	1.4%	5.4%	2.9%	2.4%	1.5%	#
Rent arrears of current and former tenants written off as a % of rent due	0.3%	0.1%	0.2%	0.2%	0.2%	#
Rent loss due to empty properties as a % of rent due	1.6%	1.9%	1.9%	2.0%	2.1%	#
Evictions due to rent arrears as a % of all tenancies	0.1%	0.02%	0.05%	0.07%	0.14%	#

12 Repairs

Performance Indicator	Cumulative Total 2016/17	2017/2018										Cumulative Total 2017/18	Progress against 2016/17 quarter 4
		Apr-Jun		Jul-Sep		Oct-Dec		Jan-Mar		Cumulative			
		Skinners	MD	Skinners	MD	Skinners	MD	Skinners	MD	Skinners	MD		
The total number of emergency repairs completed year-to-date	564	49	73	71	85	58	142	70	143	248	443	691	#
The total number of emergency repairs completed year-to-date that were completed within target	558	49	71	71	84	58	129	70	134	248	418	666	#
Percentage of emergency repairs completed within target time - Year to date	98.9%	100%	97.3%	100%	98.8%	100%	90.8%	100%	93.7%	100%	94.4%	96.4%	
The total number of routine repairs completed year-to-date	8212	837	1059	953	1121	1049	1195	1125	1335	3964	4710	8674	#
The total number of routine repairs completed year-to-date that were completed within target	7996	818	1021	927	1074	982	1139	1077	1321	3804	4555	8359	#
Percentage of routine repairs completed within target time	97.4%	97.7%	96.4%	97.3%	95.8%	93.6%	95.3%	95.7%	99.0%	96.0%	96.7%	96.4%	
The total number of first time first fix (emergency) - excl decorationg	4.1	49	71	71	80	58	#	70	#	248	151	399	#
% First time first fix (emergency)	98.4%	100%	97%	100%	94.0%	100%	#	100%	#	100%	95.5%	97.8%	
The total number of fist time first fix (routine)	7095	706	872	871	885	615	700	994	1,056	3186	3513	6699	#
% First time first fix (routine)	86.8%	84%	82%	86.0%	79.0%	89.0%	74.5%	88.0%	77.1%	86.8%	78.2%	82.5%	#
Average number of hours to complete (emergency)	4.2	4	2.4	4	0.11	4	3.96	4	1.68	4	2.0	3.0	#
Average number of days to complete (routine)	9.1	8.5	12.2	8.3	13.94	9	14.1	10	14.9	8.95	13.8	11.4	
The total number of appointments (jobs requiring access only)	7580	715	920	896	1096	897	1321	1068	1650	3576	4987	8563	#
The total number of recalls	185	13	24	26	24	12	#	8	#	59	48	107	#
The percentage of properties, requiring a landlord gas safety record, that have a valid landlord gas safety record	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Overall gas safety check service rating - % positive satisfaction rating	#	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	

* Please note there is a difficulty monitoring the performance of 1st time 1st fix jobs

Please note where performance has decreased a red warning has been given

Source: Skinners and MD, Liberty Gas Servicing Portal Report

13 Right To Buy

Performance Indicators	2016/17	2017/2018				2017/18	2015/16
	Apr-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar		
Number of completed RTB sales	28	7	9	5	11	32	23

Source: Open Housing

