



## Agenda for Housing Review Board Thursday, 28th March, 2019, 2.30 pm

### Members of Housing Review Board

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

**Venue:** Council Chamber, Exmouth Town Hall, Exmouth EX8  
1AW

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(or group number 01395 517546)

Tuesday, 19 March 2019

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#### 1 Public speaking

Information on [public speaking](#) is available online

#### 2 Minutes of the previous meeting (Pages 3 - 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

Information on [matters of urgency](#) is available online

#### 6 Confidential/exempt item(s)

To agree any items to be dealt with after the public (including the press) have  
been excluded. There are no items which officers recommend should be dealt  
with in this way.

#### 7 Introduction to Ian Williams Ltd

#### 8 Integrated asset management contract update (Pages 12 - 16)

#### 9 Housing Review Board Forward Plan (Pages 17 - 18)

#### 10 Homelessness Strategy 2019 -2023 (Pages 19 - 21)

#### 11 Poverty, Housing and Safeguarding (Pages 22 - 41)

#### 12 Housing Policy Note on the Mental Capacity Act 2005 (Pages 42 - 51)

- 13 Brexit preparations (Pages 52 - 71)
  - 14 Future Rent Policy (Pages 72 - 84)
  - 15 Review of Landlord Disabled Adaptation Policy (Pages 85 - 98)
  - 16 Use of shipping containers in social housing (Pages 99 - 101)
  - 17 Garage Task and Finish Forum update (Pages 102 - 103)
  - 18 Tenancy agreement changes update (Pages 104 - 148)
  - 19 Together with Tenants National Housing Federation (Pages 149 - 163)
  - 20 Housing Revenue Account update to end of February 2019 (Pages 164 - 172)
  - 21 Quarterly performance monitoring report (Pages 173 - 189)
  - 22 Devon Home Choice update (Pages 190 - 192)
  - 23 Homes (Fitness for Human Habitation) Act 2018 (Pages 193 - 196)
- Briefing note.

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[Decision making and equalities](#)

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**EAST DEVON DISTRICT COUNCIL****Minutes of the meeting of Housing Review Board held at Council Chamber, Exmouth Town Hall, Exmouth EX8 1AW on 24 January 2019****Attendance list at end of document**

The meeting started at 2.30 pm and ended at 4.50 pm

**52 Public speaking**

There were no questions raised by members of the public.

**53 Chairman's announcements**

The Chairman welcomed those present to the meeting and gave particular welcome to two newly co-opted tenant/leaseholder representatives, Pat Gore and Cat Summers. She then invited those around the table to introduce themselves.

The Housing Needs and Strategy Manager drew the Board's attention to a mailing error that took place in December 2019. He apologised for the error and reassured the Board that it had been taken very seriously. He explained how the error had occurred, and that despite checks being made, they failed and the error was not picked up. Once the error was identified immediate investigations began and it was identified that the records affected were wrongly transferred when the computer system changed in 2015. This error had since been checked against recent records and the Housing Needs and Strategy Manager confirmed that the processes in the new system could not allow this to happen again and that he was confident that the matter was now resolved. All large-scale letter communications would be appropriately checked and signed off by senior management, prior to the letters being sent.

All affected tenants had received a written apology and extra staff were immediately available to talk to tenants over the phone. An article would also be placed in the next Housing Matters magazine to extend apologies.

Tenants and members present thanked the Housing Needs and Strategy Manager for his apology and were satisfied with the measures and systems now in place.

The Acting Housing Service Lead reported that on Monday 14 January she was alerted by the Council's communications team to the local media running a story in relation to one of EDDC's properties; a two-bedroom ground floor flat in Ottery St Mary. The tenants were a family with two children.

The pictures and the video footage highlighted that the property was suffering from damp problems, with the family having growing concerns at the living conditions and the health effects this could be having on their household. The Council's immediate response was to resolve the problems urgently. Officers would be looking closely to understand how these issues had been managed and if there were any learning points.

In order to resolve the problems urgently the household had been moved into temporary accommodation and contractors instructed accordingly. The Senior Technical Officer for responsive repairs was overseeing the case and keeping the family informed of progress. It was envisaged that the family would be back home within a few days and investigations so far had not found any fundamental issues that could not be resolved.

The Acting Housing Service Lead confirmed that officers were aware of the issues in the property prior to the press interest. It appeared that the Council's contractors had made attempts to get into the property but contact had failed on a number of occasions. She was undertaking an internal investigation to understand exactly how the situation had occurred and assured the Board that if the Council had not undertaken its duties as expected, in line with processes and procedures, officers would be held accountable.

It was noted that a team of maintenance surveyors dealt with issues surrounding damp and mould in Council properties. Commonly these were often caused through lifestyle issues such as not heating or ventilating the property correctly. Surveyors spent a large amount of their time giving advice and helping tenants. Various articles were run through both social media and the tenant's magazine to highlight the issues. This negative publicity was disappointing and damaging and once the property was rectified the press would be invited back to the property to demonstrate the immediate actions the Council had taken and the support offered to the family.

#### 54 **Minutes of the previous meeting**

The minutes of the Housing Review Board meeting held on 22 November 2018 were confirmed and signed as a true record.

Councillor Armstong reiterated her concerns that leaflets were not available for tenants in the town hall reception area. The Strategic Lead – Housing, Health and Environment that information was now held online and on the Councils website, and explained the digital by default policy. Information was still available and would be printed on request. There were also self-service desks in the reception area, as well as receptionists who were on hand to offer advice and assistance.

#### 55 **Declarations of interest**

Mike Berridge: Personal interest – housing tenant

Pat Gore: Personal interest - housing tenant.

Peter Sullivan: Personal interest – housing tenant.

Cat Summers: Personal interest – housing tenant.

Alek Williams: Personal interest – housing tenant.

Cllr Steve Gazzard (non Board member): Personal interest – housing tenant.

#### 56 **Housing Review Board forward plan**

The Acting Housing Service Lead 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 herself or the Democratic Services Officer.

The following items were added to the forward plan:

- Presentation on modular homes from a specialist.
- Homelessness strategy.
- Adaptations policy.
- Ian Williams Ltd representative to meet the Board
- Review of the garages task and finish forum.
- Consideration of converting shipping containers into accommodation.



**RESOLVED:** that the forward plan be noted and updated.

## 57 **Housing Service Plan 2019-2020**

The Acting Housing Service Lead presented the draft Service Plan for the Housing Service covering the period 2019-2020, for consideration by the Board.

The Service Plan was a document produced annually by all EDDC services and set out the key achievements over the past year and the forthcoming issues to be faced by the service. It linked closely with the Council Plan and the aim of the process was to produce a work plan for the coming year with a realistic view of the challenges and risks ahead. Producing a service plan presented a good opportunity to look back and reflect and also the ability to forward plan. A range of service improvements were identified through a number of SMART objectives (specific, measurable, achievable, relevant, time bound), performance data reported, consultation proposals outlined, budget information, and so forth. Performance should be monitored constantly against the 'live' document. The service plan coordinated annually with budget planning.

Key elements of the service plan included:

- A brief introduction of the service, what we do and how we compare our services.
- Key achievements from 2018/19.
- A series of SMART objectives.
- Looking forward- challenges to be faced over the next 3 years.
- Options for doing things differently.
- Performance Indicators- how we will measure our performance.
- Training and development of our teams.
- Risk register.
- Links with corporate objectives, systems thinking and equalities framework.

Headlines from the Housing Service Plan were:

- Revision of Housing Revenue Account Business Plan
- A strategic focus- Housing Strategy/Homelessness Strategy
- Integrated Asset Management contract
- Development opportunities
- Your Home, Your wellbeing project
- A focus on mental health
- A focus on VFM, considering the real costs of services
- Home Safeguard expansion- income generation

The draft Service Plan had also been presented to the Tenant Involvement Forum on 22 January 2019. Their feedback was positive overall and included the following:

- A pro-active and forward thinking plan, capturing issues they would expect to see.
- Supportive of the strategic theme, particularly around the role Home Safeguard played for income generation.
- Supportive of the mention of safeguarding and community development.
- Good focus on compliance issues, in particular fire safety.
- Lots of questions around the digital agenda and what this would look like.
- Discussion and interest around the role of the private sector.
- Some concern over the mention of service charges.
- Does contain some jargon

The Acting Housing Service Lead asked the Board what it felt was missing from the service plan, and whether the objectives met the Board's aspirations. It was noted that performance indicators for repairs had been omitted. End to end time for repairs and tenant satisfaction for repairs would be included in the service plan. Tenants reported that they had not always been receiving repairs response forms from contractors and the Acting Housing Service Lead reported that she would investigate this and ensure that they were being issued on every job.

The Acting Housing Service Lead and housing teams were thanked for producing a thorough service plan.

**RECOMMENDED:** that Cabinet approve the Housing Service Plan for 2019/20.

## 58 **Housing budget 2019-2020 and Housing Revenue Account update**

The Strategic Lead – Finance's report presented the draft Housing Revenue Account (HRA) revenue and capital budgets for 2019/20 to the Housing Review Board.

The report provided the Board with details of the year end forecast of the draft Housing Revenue Account (HRA) for 2018/19 and proposed budget for 2019/20. This account showed the main areas of anticipated income and expenditure on landlord activities for the year ahead. Producing a Housing Revenue Account had been a statutory requirement for Councils who manage and own their housing stock for some time, and therefore was a key document for the Board to influence.

The Council had a prescribed timetable for the production of its budgets which involved the development of draft estimates and scrutiny by various member and officer groups. The report presented an opportunity for the Housing Review Board to input into this process.

The budget had been prepared to maintain Council homes to a high standard, with a comprehensive planned programme of expenditure, adaptations and routine repairs. This included £4.4million for major repairs, and day to day repairs, programme maintenance and one-off works totalling £4.5million. The Portfolio Holder – Sustainable Homes and Communities highlighted that the Council put £8million back into the local economy through its spending.

Rents had decreased by 1% in line with legislation giving an estimated rental income from dwellings of £17.1million, and other income, including garage rents adding a further £1million in income.

The draft budget proposed to generate a surplus of £1.154million in 2019/20. This would be used to help finance the purchase of properties. The HRA balance was maintained within the adopted range of £2.1million and £3.1million. There was an additional £1.6million being held in the HRA Volatility Fund which would remain unchanged.

The Board's attention was drawn to the properties purchased over the past 12 months, as contained in the report.

The Strategic Lead – Housing, Health and Environment presented to the Board the HRA budget and Business Plan. He explained that the HRA Business Plan provided a long-term vision for the housing stock with detailed income and expenditure projections. It

needed to be regularly refreshed and updated and sat alongside the Housing Strategy. The HRA Business Plan was a dynamic, core policy document for the Council, with the current version covering the period 2017-2020. The Business Plan needed to be refreshed to consider:

- The implication of a new maintenance contractor.
- To reflect additional work on asset management planning and to further develop management information from the Housing IT system.
- The end of rent reductions.
- The implication of Universal Credit.
- To reconsider the debt level and use of Right to Buy receipts linked to future development ambitions.

The aim of the Business Plan was to set a framework for investment/expenditure decisions in relation to tenants' homes and housing services. The mission was to achieve and maintain good (outstanding) quality homes and housing services for tenants and leaseholders. The purpose of a Business Plan was:

- Define housing business objectives.
- Identify resources available and costs.
- Provide a financial framework for service delivery.
- Highlight key variables and pressures.
- Identify the main income and expenditure items over a 30-year period.
- Represent good practice to plan long term.

The key variables in budgeting were:

- Housing Stock - Portfolio acquisitions/ RTB losses.
- Income - Rent Policy increase/decrease.
- Management - Staff structure to provide services.
- Major Repairs - Improvement programmes.
- Responsive - Demand-led repairs.
- Planned - Timescale for cyclical maintenance.
- Loan interest - Loans at fixed interest rates.
- Inflation - Factor outside our control.
- Prices - Cost/availability of labour & materials.

The anticipated income for 2019/20 was £18,075,360. The main sources of income were from rents, garage rents and support charges. A 3% increase on garage rents had been assumed. It was the final year of the Government's four-year rent reduction policy. Rent collection performance was critical and must be closely monitored. The rent policy in the HRA Business Plan was based upon social rents for the majority of the housing stock, with affordable rents for newer acquisitions. The greatest risk to income was the transfer of tenants to Universal Credit.

Areas of expenditure highlighted included:

- Responsive maintenance.
- Annual maintenance programmes – cyclical and servicing.
- Supervision and management.
- Debt charges.
- Major repairs.
- Major improvements/extensions.
- Remodelling sheltered scheme.
- Social Services adaptations.

Budget challenges included:

- Future rent policy
- Welfare Reforms – Universal Credit
- Right to Buy sales
- Cost of Integrated Asset Management contract
- Increasing cost of compliance measures
- An updated stock condition survey
- Future borrowing plans (now no debt cap)
- New build/acquisition ambitions
- Sensitivity testing

The Board thanked the Strategic Lead – Housing, Health and Environment for his presentation and requested that it be circulated to the HRB members.

**RECOMMENDED:** that Cabinet approve the Housing Revenue Account revenue and capital estimates.

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### **Integrated Asset Management Contract update**

The Housing Review Board noted the report of the Acting Housing Service Lead which updated members on progress made on the procurement of the integrated asset management contract and provided some detail on the mobilisation plan for the new service.

The contract had formally been awarded to Ian Williams Ltd. Initially it had been expected to commence the new service on 1 February 2019, however, both of the current contractors had approached the Council to dispute the legality of the length of the extension awarded to them (previously agreed as six months, to terminate at the end of January 2019). Having reviewed the existing contract the Council now agreed to extend the existing contract with the incumbent providers and offered a full year extension to both incumbents. The result of this was that the new contract would not now commence until 1 July 2019.

There were a number of benefits of having a longer period to prepare for the new contract, including a traditionally lower period of demand in the summer, allowing the new service to 'bed in' and greater staff training and familiarity with the area. It also allowed for more time to set up IT integration, which had been highlighted as one of the main risks associated with mobilisation. Performance of the incumbent providers would be strictly monitored to ensure that the standard of delivery remained high.

It was noted that tenants were represented on the Mobilisation Steering Group, as well as on two of the sub groups, focusing on communications and social value. It was important that tenants worked with officers on the roll out of the new contract. Any interested tenants were invited to put their names forward to the Tenant Participation team.

A representative from Ian Williams Ltd would attend the next Board meeting to meet the HRB and hear their aspirations.

**RESOLVED:** that the Housing Review Board note the award of the integrated asset management contract to Ian Williams Ltd and the start of the mobilisation process.

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### **Universal Credit update**

The report of the Landlord Services Manager set out the latest information on the roll out of Universal Credit (UC) and the impact so far on the housing service.

UC was introduced into the East Devon area in July 2018. The first rollout was for the eastern area of the district, followed by the west of the district in September 2018. UC had been set up to provide one-monthly payment for people who were looking for work or on a low income and had replaced:

- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Income Support
- Child Tax Credits
- Working Tax Credits
- Housing Benefit

EDDC currently had 191 tenants claiming UC with a combined rent debt of £52,621.37. Officers had managed to establish that prior to the commencement of UC in July 2018 that the combined debt outstanding on the same tenancies was £16,819.65. This was a £35,801.72 increase of debt on those tenancies. Of the 191 tenants currently claiming UC, 58 were in credit with their rent or had a zero balance, 19 had rent arrears of less than 2 weeks, 34 had rent arrears of between 2-4 weeks, 45 had rent arrears of between 4-8 weeks and 35 had rent arrears of more than 8 weeks. Officers were working with Housing Benefits to see if any of these arrears could be offset with Discretionary Housing Payment.

Looking at the average debt of tenants currently receiving UC it was forecast that another £316,642, on average, could be owed by the time all working age tenants on housing benefit had transitioned onto UC.

The standard process was that UC was paid directly to the tenants with an expectation that they would then pay the proportion that covered their rent directly to EDDC (as landlord). Positively, due to EDDC's trusted landlord status it was possible to request for the rental element of a tenant's UC claim to be paid directly to the Council. This was a fairly straightforward process and to date it had been done for a proportion of the tenants effected. It was done through an assessment of an individual's personal circumstances that takes into account the vulnerability of the tenant and their ability to pay their rent.

There were many concerns over UC. These included:

- People not prioritising their bills or managing their budget effectively, getting into debt and then a greater reliance on food banks, charities, utility subsidies. Strain was also put on the resources within the rental team, with increases in arrears becoming harder to recover.
- Pre Court Protocol meant that as a landlord EDDC must not commence actions it would usually have undertaken before service of possession proceedings whilst the tenant was in the process of transitioning to UC. This meant that arrears would be at a higher rate before they could begin to be recouped through the Court process.
- The necessity to apply for and manage UC claims through an online account, and this not being done correctly often held up, or even stopped claims.
- Where a joint tenant had left the property but never removed their name from the tenancy, only half the UC claim could be paid. As a landlord EDDC could not remove a person from the tenancy without that person being involved in the process. These people had often moved on with their lives and did not wish to make contact.

Officers were looking at setting up a workshop within each area of the district to help tenants with budgeting and dealing with non-priority debts, so that the UC transition was smoother and easier for tenants. Staff would help with digital skills and training if required. The rental team would continue to refer tenants with multiple debts to Homemaker Southwest to receive expert independent advice. It was noted that seasonal employment (and therefore income) in the district would constantly affect individuals' UC claims.

A request was made for details about the workshops and help available to tenants to be circulated to the Board and also included in Housing Matters magazine.

The Department of Work and Pensions (DWP) had launched some initiatives and made some changes to their services relating to UC. These were outlined in the report and included DWP funding Citizens Advice Bureaux (CAB) to provide UC support from April 2019. Over the past 12 months EDDC staff had been present at the Job Centres to help people with their claims and it was not yet clear whether the CAB would continue with this role. Losing an impartial independent source of advice (from EDDC's Benefits team) was likely to be missed by tenants.

The Board noted that UC represented one of the biggest risks in the Business Plan and thanked the Landlord Services Manager for her report. The Portfolio Holder – Sustainable Homes and Communities congratulated all the teams on the work they had been doing. Quarterly UC reports would be brought to the Board so that they could monitor what was happening.

**RESOLVED:** that the Board note the contents of the report informing them of the latest information on Universal Credit and the impact on East Devon District Council.

## 61 **LGA bid January 2019**

The Board considered a report informing them of a bid to the Local Government Association (LGA) for additional capacity funding (£50,000) from the Building Council Homes Programme. This would provide some immediate support to some councils wanting to access skills to help increase the delivery of homes via the HRA. The programme would issue a minimum of six grants up to the value of £50,000. The Council's bid set out modest ambitions to explore conventional constructed homes as well as modular forms of housing development. If the bid was successful, a further report would be presented to the HRB, to seek additional funding support due to the level of grant available.

**RESOLVED:** that the Board note the information contained in the report.

## 62 **Dates of the forthcoming Housing Review Board meetings**

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

### **Attendance List**

#### **Board members present:**

Councillor Pauline Stott (Chairman)

Peter Sullivan, Tenant (Vice-Chairman)  
Mike Berridge, Tenant  
Julie Bingham, Independent Community Representative  
Christine Drew, Independent Community Representative  
Pat Gore, Tenant  
Cat Summers, Tenant  
Alek Williams, Tenant  
Councillor Megan Armstrong  
Councillor Helen Parr  
Councillor Brenda Taylor

**Councillors also present (for some or all the meeting)**

D Barratt  
J Elson  
S Gazzard

**Officers in attendance:**

Graham Baker, Senior Technical Officer Asset Management  
Sue Bewes, Landlord Services Manager  
Simon Davey, Strategic Lead Finance  
Amy Gilbert-Jeans, Service Lead Housing  
John Golding, Strategic Lead Housing, Health and Environment  
Andi Loosemoore, Rental Manager  
Paul Lowe, Housing Enabling and Allocations Manager  
Andrew Mitchell, Housing Needs and Strategy Manager  
Alethea Thompson, Democratic Services Officer  
Rebecca Heal, Solicitor

**Councillor apologies:**

Councillor John O'Leary

Chairman .....

Date: .....



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 8

**Subject:** **Integrated Asset Management Contract Mobilisation**

**Purpose of report:** This report summarises progress on the mobilisation of the new integrated asset management contract, introducing the structure and timetable for the process

**Recommendation:** **That members note the progress made in the mobilisation of the new contract.**

**Reason for recommendation:** Mobilisation is ongoing; a further update will be provided at the June HRB meeting

Members should also note that Ian Williams will be in attendance at the Housing Review Board meeting and will be presenting to Members an overview of the company.

Members are invited to put forward any questions to the Ian Williams team at the meeting.

**Officer:** Amy Gilbert-Jeans, Acting Housing Service Lead, [agilbert-jeans@eastdevon.gov.uk](mailto:agilbert-jeans@eastdevon.gov.uk)

**Financial implications:** There are no current financial implications.

**Legal implications:** There are no current legal implications.

**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. We continue to involve tenants throughout mobilisation through tenant groups and through direct representation on a number of working groups.

**Risk:** Medium Risk

A Risk register has been used throughout the project and will continue to be used through mobilisation.

**Links to background information:** <http://eastdevon.gov.uk/media/2742359/combined-hrb-agenda-240119.pdf> (Item 10)  
<http://eastdevon.gov.uk/media/2602364/combined-hrb-agenda-200918.pdf> (Item 11)  
<http://eastdevon.gov.uk/media/2532954/combined-hrb-agenda-210618.pdf> (Item 13)  
<http://eastdevon.gov.uk/media/2317941/combined-hrb-agenda->



[110118.pdf](http://eastdevon.gov.uk/media/110118/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)  
54  
<http://eastdevon.gov.uk/media/2197069/combined-hrb-agenda-070917.pdf>(item 10)  
<http://eastdevon.gov.uk/>

**Link to Council Plan:** Encouraging Communities to be outstanding

## 1. Background

- 1.1 The new integrated asset management contract was awarded to Ian Williams Ltd with a revised start date for the new service agreed as being 1<sup>st</sup> July 2019.
- 1.2 We held an initial mobilisation Steering group meeting on 10<sup>th</sup> December and carried out some initial training on the new service model to make sure that our staff were prepared for mobilisation.
- 1.3 This report summarises the progress made since the last HRB meeting and provides more detail on the sub groups that will ensure mobilisation is carried out as seamlessly as possible. In addition a project plan has been included as **annex 1** to this report. It should be noted that the project plan is a live document that is subject to change as the project develops.

## 2. Mobilisation Sub Groups

- 2.1 Following discussions at the initial Steering Group meeting on 10<sup>th</sup> December, a number of sub groups were set up to carry out specific tasks relating to the mobilisation of the new contract. All the sub groups will contain staff from Ian Williams as well as staff from EDDC, not just from Housing but also from our corporate teams (e.g. Communications and Health and Safety).
- 2.2 The **Steering Group** oversees the work of six sub groups and has overall management of the mobilisation project plan (Annex 1). This group contains the senior management teams of both Ian Williams and EDDC. Although there are separate groups for specific elements of the mobilisation, it is important to recognise that each group will impact and inform the work of others. The Steering group will also be responsible for ensuring that these links are identified and maintained throughout the mobilisation period.
- 2.3 The **Delivery Sub Group** focuses on the operational side of the new service. This group has already met twice to map out the end-to-end processes for both responsive repairs and voids management and will continue to meet monthly until the service goes live. As these processes underpin the whole service, they form a framework that informs the work the other sub groups.
- 2.4 The **ICT Sub Group** focuses on the IT infrastructure that will enable the new service to operate efficiently. This group also relies heavily on the work of the other sub groups, particularly the Delivery Sub Group as they will use the agreed process maps to set up IT systems that will facilitate these processes. The group will also work with the Commercial

Sub Group to enable EDDC to produce reports and measure our key performance indicators. This group arguably faces the greatest challenge but is vital to providing the improved customer experience that we are striving for with the new contract.

- 2.5 The **Commercial Sub Group** is tasked with working through all the financial aspects of the new service, from how the new model operates, how invoicing works, how performance measures are reported and how the costs are reviewed annually.
- 2.6 The **Social Value Sub Group** will look at how the new service can provide additional value to the wider community through its work. Delivering social value is a high priority for us, so the work of this group is significant. They will need to liaise with the Commercial Sub Group to make sure that we can effectively show how Ian Williams is able to provide the additional benefits to our tenants and the wider community.
- 2.7 The **Communications Sub Group** will work on both how we keep our tenants informed on a day to day basis (e.g. providing updates on when operatives will arrive at a tenant's property, what work will be done etc.) and how we can tell both tenants and the wider public of the benefits and good work that the new service is offering. It will also develop a communications plan to keep tenants informed in the run up to the go-live date.
- 2.8 The **Health and Safety Group** will focus on compliance. EDDC have a zero tolerance approach to this topic, so will work on producing robust systems for ensuring that any work carried out, and the environment in which the work is done pay due regard to Health and Safety. This work will inform and be informed by the ICT and Delivery sub Groups.

### 3 Progress so far

- 3.1 Most of our sub groups have now met and some significant groundwork has taken place.
- 3.2 Two initial Delivery group workshops have enabled us to produce process maps for both repairs and voids delivery. These will enable our ICT teams to start work on setting up our computer systems to mirror these processes.
- 3.3 The process of setting up our computer systems to operate the new service model is challenging. Our ICT team have started work on developing a level of integration between the systems of EDDC and Ian Williams to enable our staff to book appointments at the first point of contact.
- 3.4 It is clear that there is a lot of preparation work required for both teams to carry out before full integration can occur. However, our goal is still to achieve seamless and "real-time" updating of both organisation's computer software. We are currently working on a phased implementation plan that would ensure that we can book appointments at the first point of call from day one, with a view to achieving full integration of systems within the first few months of the contract.
- 3.5 With this in mind, the Housing Systems team have met with both Strata and Capita to formulate a plan to set up OPENHousing to deliver the new service model effectively. Work will be prioritised to achieve an operational IT system from day one.
- 3.6 The Communications and Commercial Sub groups have held their initial meetings and the remaining groups are due to meet at the start of April.

## 4 Challenges

- 4.1 ICT integration is key to the smooth running of the new service. As indicated in 3.3 above, the ICT teams of Ian Williams and EDDC have already begun working on this. There is a significant amount of groundwork required to enable the teams to adjust and develop each system to match the procedures that underpin the new service.
- 4.2 These procedures are numerous and diverse, covering not only the process by which tenants book appointments and track progress of repairs work but also how Ian Williams will invoice us for the work they do, as this will now be different to the current practice.

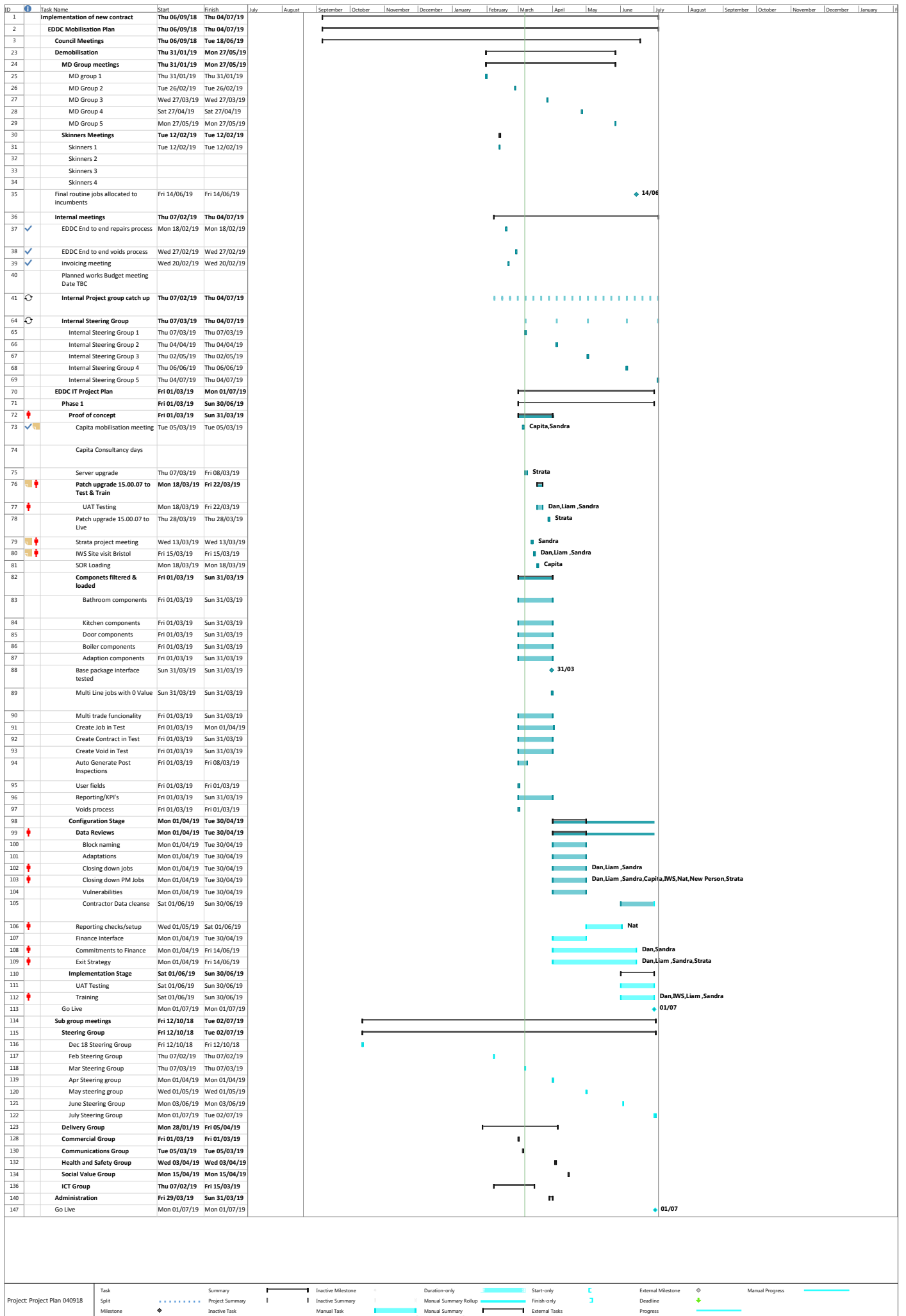
## 5 Milestones

- 5.1 Reflecting the challenges outlined in section 4 of this report, the majority of our milestones relate to the ICT preparations.
- 5.2 The table below summarises the key milestones for the project.

Task	Milestone
Repairs and Voids Processes Mapped	15/03/2019
Invoicing Processes Mapped	15/03/2019
ICT Approach confirmed	31/03/2019
ICT Configuration completed	30/04/2019
ICT system implementation completed	15/06/2019
User Testing begins	15/06/2019
ICT system live	28/06/2019
Contract Start date	01/07/2019

## 6 Recommendations

- 6.1 That members note the progress made on the mobilisation process.



# 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
Integrated Asset Management contract update	March 2019	Acting Housing Service Lead
Homelessness Strategy 2019-23	March 2019	Housing Needs and Strategy Manager
Poverty, housing and safeguarding	March 2019	Strategic Lead- Housing, Health and Environment
Mental Health Capacity Act Policy	March 2019	Housing Needs and Strategy Manager
Brexit preparations	March 2019	Strategic Lead-Housing, Health and Environment and Acting Housing Service Lead.
Future Rent Policy	March 2019	Strategic Lead- Housing, Health and Environment
Adaptations Policy	March 2019	Acting Housing Service Lead
Use of shipping containers in social housing	March 2019	Housing Needs and Strategy Manager
Update on Garage Task and Finish Forum	March 2019	Housing Needs and Strategy Manager
Update on renewal of Tenancy agreement	March 2019	Housing Needs and Strategy Manager
Together with Tenants	March 2019	Strategic Lead- Housing, Health and Environment
Quarterly Performance Monitoring (October 2018 to January 2019)	March 2019	Acting Housing Service Lead

Homes (Fitness for Human Habitation) Act 2018 briefing note	March 2019	Strategic Lead- Housing, Health and Environment
<b>Quarterly performance reports and regular reports</b>		
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:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** **10**

**Subject:** **Adoption of our updated Homelessness and Rough Sleeping Strategy 2019-2023**

**Purpose of report:** To present the Homelessness and Rough Sleeping Strategy 2019 – 2023. This is a statutory requirement, as directed by the Homelessness Act 2002, and a general funded matter that has already been adopted at Cabinet.

The previous strategy has been reviewed alongside the current homelessness data and new responsibilities for action to prevent homelessness introduced by the Homelessness Reduction Act 2017. This places a statutory duty on local authorities to assist individuals and households who are homeless. The definition of being threatened with homelessness has been extended from 28 days to 56 days.

It explains why we have prepared this strategy, the strategic context and influences on homelessness locally and nationally, and why it matters to us.

As outlined in the strategy, our key priorities are to:

- ) Maximise prevention activities and outcomes
- ) Increase accommodation options
- ) Minimise rough sleeping
- ) Improve health and wellbeing

The strategy has been prepared in consultation with Members, Officers and Housing Teams internally, and representatives of local partnership and homelessness support agencies externally. We have also interviewed individuals who have experienced homelessness.

Following adoption of the Strategy, we will:

- ) Set up a steering group of member, customer and officer representatives to oversee implementation.
- ) Design and publish the strategy including pictures and quotes from customers and case studies.
- ) Develop an action plan with SMART objectives to progress our key priorities.

Report progress against outcome and evaluation measurements.

**Recommendation:** **The Board are asked to note the information in this report**

<b>Reason for recommendation:</b>	To provide a framework within which Housing Services staff operate to identify where mental capacity may be an issue, and the procedures to follow to establish this.
<b>Officer:</b>	Andrew Mitchell – Housing Needs and Strategy Manager <a href="mailto:amitchell@eastdevon.gov.uk">amitchell@eastdevon.gov.uk</a>
<b>Financial implications:</b>	There are no specific financial implications.
<b>Legal implications:</b>	<p>The legal implications are contained within the report.</p> <p><b>Every local authority must carry out a homelessness review, formulate and publish a homelessness strategy based on that review.</b></p> <p><b>All authorities are required to publish homelessness strategies at least once every five years, with the exception of authorities classified as 'excellent' which were exempted from this requirement until 1 April 2017. The first homelessness strategy had to be published by 31 July 2003.</b></p> <p><b>In addition, local authorities must periodically assess the accommodation needs of people in their area. This includes those with a need for example, caravan sites or mooring for houseboats.</b></p>
<b>Equalities impact:</b>	Low Impact
<b>Risk:</b>	<p>Medium Risk</p> <p>Compliance with our duties under the Homelessness Act 2002 and Homelessness Reduction Act 2017.</p>
<b>Links to background information:</b>	<p><a href="#">“Your Home, Your Wellbeing”</a> - 3 year research study with Birmingham University and LiveWest Housing Association.</p> <p><a href="#">EDDC Homelessness and Rough Sleeper Strategy 2019-2023</a></p>
<b>Link to Council Plan:</b>	Continuously improving to be an outstanding Council

## 1. Background

- 1.1 We are required to have a Homelessness Strategy setting out our plans to address homelessness in the district. Our previous plan expired in 2018 and since then we had the ‘game changing’ Homelessness Reduction Act 2017, which came into force last April.
- 1.2 This is a time when we need a clear strategic statement with increased pressures and expectations around homelessness, and the increase in homelessness.
- 1.3 Homelessness can be one of life’s most traumatic and disruptive events, so it is critical that we have a ‘fit for purpose’ response. It is also one of the most onerous statutory



duties the council has to manage. Tackling and attempting to manage homelessness is also quite stressful for staff, so it is important that our Housing Options team have clear guidelines and priorities to work towards, and a good understanding of how this fits in with Council priorities.

- 1.4 We say in the Strategy that there is no typical homeless household, they are all very different, and so there is no 'one size fits all' approach that is appropriate. We need an approach that is quick to respond, empathetic, and achieves the desired outcome or purpose – **Right People in the Right Home**.
- 1.5 The priorities in the strategy are straightforward – maximise homeless prevention; increase accommodation options; minimise rough sleeping; and improve the health and wellbeing of those facing homelessness. We indicate that the main causes of homelessness are the loss of private rented accommodation; relationship breakdown; and family evictions. Contributory factors include poor physical and mental health; drug and alcohol problems; experience of the care or criminal justice systems; and poverty/unemployment/low income factors.
- 1.6 In terms of Strategy content our overriding aim is to prevent homelessness wherever possible and link with our Housing Strategy aim of **a decent home for all**. We also aim to deliver good housing outcomes for homeless households – so a suitable home – affordable, in good condition, suitably located and adequate in size.
- 1.7 This is where the challenge occurs, as there is a limited supply of housing available to us that meets these tests. Once secured, with some households the challenge moves onto ensuring that they can sustain their tenancy. Many of our customers also present with a range of problems aside from homelessness, which can make it difficult for them to secure and sustain a tenancy.
- 1.8 It is imperative that our housing advice work is relevant and well targeted as we know that timely, accurate and comprehensive advice can prevent homelessness and empower clients to resolve their own housing problems. The Strategy recognises the importance of good advice.
- 1.9 Key indicators of homelessness are the number of cases we prevent becoming homeless and the number we accept as homeless, and recent trends are shown in the Strategy.
- 1.10 The Strategy contains evidence supporting the four priorities. It states very clearly that we believe that homelessness is preventable (in most cases); that it impacts on health and wellbeing; rough sleeping shortens life expectancy; and that we are committed to eliminating homelessness.
- 1.11 The strategy has been the subject of extensive consultation and will be accompanied by an action plan that sets out specific and updatable actions.



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** none

**Agenda item:** 11

**Subject:** **Poverty, housing and safeguarding.**

**Purpose of report:** This report explores the links between social policy, increasing levels of poverty, homelessness and safeguarding.

A similar report has been presented to the Devon Safeguarding Adults Board to highlight the concerns and ensure that the issues are reflected in the business plan and priorities of the Board.

**Recommendation:** **To adopt the protocol for safeguarding in housing, and invite a report back on the findings of the local research into poverty and the consequences.**

**Reason for recommendation:** To better understand how poverty is impacting on people and communities, particularly our tenants, and to ensure that our tenants and other housing customers are safeguarded through the adoption of up to date safeguarding practices.

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

**Financial implications:** There are no specific financial implications.

**Legal implications:** There are no legal implications.

**Equalities impact:** High Impact

It is Government policy where the impact on equalities needs to be considered as the policies creating increased poverty are applied nationally.

**Risk:** Medium Risk

Risks associated with a failure to adequately safeguard vulnerable tenants will be mitigated through adopting good practice in respect of safeguarding. Increasing levels of poverty associated with welfare reform and austerity are raising safeguarding concerns with those affected

**Links to background information:** ) Click here to enter links to background information; appendices online; and previous reports. These must link to an electronic document. Do not include any confidential or exempt information.

**Link to Council Plan:** Encouraging communities to be outstanding.

## 1. Introduction

- 1.1 This themed report builds on the earlier report and reiterates that - Safeguarding is core business for housing providers and local authorities with housing responsibilities. Generally housing providers recognise that safeguarding is everyone's responsibility.
- 1.2 Safeguarding concerns in housing typically arise when dealing with homelessness and rough sleeping; hoarding; managing sheltered and supported housing; estate management and dealing with anti-social behaviour; operating community alarm systems; and regulating the private rented sector. More recently increasing levels of poverty and its implications are impacting on housing providers.
- 1.3 Adult safeguarding is a statutory responsibility for housing providers. Adults at risk live in all forms of social housing, not just specialist or supported accommodation. There are many links between safeguarding and other agendas in the housing sector. There are relatively weak legal and regulatory incentives for housing providers to engage in safeguarding effectively, often exacerbated by difficulties in partnership working. I have suggested that overcoming these issues requires a commitment to do so, clear strategic leadership, the training of all front-line staff, participation in multi-agency partnerships, up to date tenant profiling information, the appointment of safeguarding leads, an assertiveness in working with statutory agencies; and preventative approaches.
- 1.3 Adult safeguarding is a relatively new activity when compared to child protection; and is still new for some housing staff and contractors/partners. It can be defined as the process of protecting adults with care and support needs from abuse or neglect. Public awareness of the extent of adult abuse has been raised in the last few years and housing providers are often in a frontline role when it comes to safeguarding tenants.
- 1.4 Past research on lessons for housing providers from Safeguarding Adult Reviews or Serious Case Reviews (SCRs) identified a significant number of social housing tenants who have died due to abuse or neglect. This highlighted the vital need for all housing staff to pick up on the signs of abuse and to respond appropriately. Housing providers need to ensure that they have appropriate policies and procedures in place to help prevent, detect and deal with abuse. There is evidence of good practice in the sector, but also some areas for improvement.
- 1.5 These policies should apply to all tenants at risk of harm, not just those living in sheltered, extra care and supported housing due to the increasing numbers of adults at risk living in general needs housing. Adult safeguarding also links with other agendas including anti-social behaviour, community safety, hate and crime reduction, domestic abuse, and health and wellbeing. Increasingly housing providers are dealing with mental health issues; isolation; loneliness; fuel/food/income poverty.

## 2. Increasing levels of poverty

- 2.1 This report looks at concerns in relation to the links between Universal Credit, poverty, homelessness and poor health and wellbeing and how this is impacting on a significant proportion of the population, and the safeguarding implications. The issues have been highlighted in a number of reports following research and investigations into the impact of social policy.
- 2.2 In November last year **Special Rapporteur for the United Nations** Professor Philip Alston reported on extreme poverty and human rights. The comprehensive report considered the impacts of Brexit; Universal Credit; the Digital Welfare State; local authority cuts; and a range of other factors on increasing levels of poverty.

- 2.3 Also in November the **Equality and Human Rights Commission** published a report titled - The cumulative impact on living standards of public spending changes. This report concluded that public spending changes took place against a background of a clear and overarching UK Government commitment to deficit reduction. Cuts in spending on services, alongside reductions in benefits and tax credit spending were a key component of the deficit reduction strategy. The authors are critical of the Governments impact assessments and adherence to the public sector equality duty.
- 2.4 To appreciate what is happening locally requires investigation and careful analysis working with a number of agencies. This report covers recent reports highlighting the concerns raised at a national level, and the areas for investigation and analysis that will be relevant to the local situation. I also want to highlight the links between poverty, health & wellbeing and safeguarding.
- 2.5 There have been recent signals that Government are prepared to review Universal Credit rollout and perhaps pause in the light of compelling evidence that the new system is causing problems and not achieving the original objectives set out. I am seeing that this trend in increased poverty, and the 'knock on' consequences, is having a direct impact on our safeguarding work where vulnerable individuals are unable to cope with the impacts of social policy.

### 3. Evidence base and scale of the problem nationally from a housing perspective

- 3.1 In November 2018 a statement was published on a visit to the UK by Professor Philip Alston, **United Nations** Special Rapporteur on extreme poverty and human rights.
- 3.2 The report is highly critical of government policy in relation to Universal Credit, digital welfare state, changes to legal aid and local authority cuts. It is also critical of the theory that employment is the cure all for poverty and illustrates how the hardest hit are women, children, people with disabilities, pensioners, and asylum seekers and migrants.
- 3.3 The report indicates that 14 million people in the UK, a fifth of the population, live in poverty. This is occurring in the UK, the world's fifth largest economy, areas of immense wealth, and its capital the centre of global finance. The author describes this as unjust and contrary to British values.
- 3.4 Poverty has been defined differently, but a widely accepted definition is people/households living below 60% of the nation's median income level. Relative poverty generally means that a person can't afford an 'ordinary living pattern'— in other words they are excluded from the activities and opportunities that the average person enjoys. A household is in relative poverty (also called relative low income) if its income is below 60% of the median household income.
- 3.5 The UN report concludes that poverty is a political choice with much of the blame attributed to Universal Credit. It suggests that local authorities be given funds to tackle poverty, and welfare reform is reviewed. The final paragraph of the report says as the country moves towards Brexit, the Government should adopt policies designed to ensure that the brunt of the resulting economic burden is not borne by its most vulnerable citizens.
- 3.6 Also in November 2018 the **Equality and Human Rights Commission** published a study titled - The cumulative impact on living standards of public spending changes. This demonstrated that the public spending changes have been taking place against a background of deficit reduction with the impact affecting protected and disadvantaged groups. It also concluded that impact assessments have been inadequate and pay insufficient regard to the Public Sector Equality Duty.

- 3.7 In December 2018 the **Joseph Rowntree Foundation** published their annual report examining the nature and scale of poverty in this country titled – UK Poverty 2018. The research findings headlines indicated that more than one in five of our UK population (22%) are in poverty. 14.3 million people, of these 8.2 million are working-age adults, 4.1 million are children and 1.9 million are pensioners. Eight million people live in poverty in families where at least one person is in work. There has been a significant rise in poverty in the last five years.
- 3.8 The research concludes that the UK has shown that we can use policy to achieve significant falls in poverty among the groups of people most at risk, pensioners and children, through a combination of rising employment, tax credits and help with housing costs. These trends are now in reverse. Our strong employment record has been unable to counterbalance cuts in recent years to families’ financial support and the impacts of high housing costs and poor quality jobs with little scope for progression.
- 3.9 Nearly half of children in lone-parent families in the UK live in poverty compared with one in four children in couple families.
- 3.10 JRF suggest that as a society we can chose to reduce the amount of people who are swept into poverty by reducing housing costs for renters, strengthening support offered by our social security system and opening opportunities for better paid employment.
- 3.11 There is now a growing body of evidence to indicate that social/welfare policy is exacerbating poverty in this country with the consequences impacting on homelessness, mental illness, health & wellbeing, and as a consequence safeguarding.

#### **4 Local issues – the East Devon perspective**

- 4.1 Whilst recognising that we have a voice to lobby for change to national policies we also have opportunities to influence local outcomes. As a local authority some of our services are geared towards supporting individuals and communities that are disadvantaged. We are uniquely placed to identify deprivation and disadvantage and act within the powers we have available to deliver our priority of outstanding communities. Other Devon authorities will have similar issues.
- 4.2 In East Devon some 18% of children were identified as being in poverty (after housing costs) by the End Child Poverty 2014 Child Poverty Map of the UK.
- 4.3 **Universal Credit** is being rolled out in East Devon. The new system is being rolled out in stages and being administered by the Department of Work and Pensions. The original idea behind Universal Credit of combining six different benefits (Child Tax Credit; Housing Benefit; Income Support; income based Job Seekers Allowance; income related Employment Support Allowance; and Working Tax Credit) into one and making work pay were sound, but the rollout and means of accessing funds have proven controversial. It is paid monthly. Further details are on GOV.UK website <https://www.gov.uk/universal-credit>

- 4.4 The Universal Credit pilot areas have reported the new system causing hardship due to delays in payment, reduced payments, leading to rent arrears, greater use of foodbanks, hunger (House of Commons Environmental Audit Committee report January 2019) and a range of other social/welfare impacts.
- 4.5 We are aware of **Food Banks** in our main towns and several we helped set up with start-up funding. We have sporadic contact and it would be useful to know more about their activity and issues they are facing to see how any intervention from us might assist.
- 4.6 We have seen **homelessness** rise in recent years with an increasing number of homeless applicants struggling with financial and/or mental health problems. Our updated Homelessness Strategy sets out the latest position in the district and the measures we are operating to tackle homelessness locally. This is often one of the consequences of people living in poverty where they are living in poor housing or worst still lose their home because they are unable to afford the housing costs. I believe that the lack of supported housing and floating support services is also making it difficult to secure suitable housing for people with support needs.
- 4.7 Our stance on maintaining affordable housing as a Council priority is justified whilst we are experiencing such high levels of housing need with the most acute housing need manifesting itself in homelessness. We have long recognised the need for a 'decent home for all' and the need for good quality subsidised housing let at affordable rents has never been greater, and we try to match our ambitions (set out in the **Housing Strategy and Local Plan**) with this need.
- 4.8 Our recently adopted **Public Health Strategic Plan 2019-2023** recognises the important link between poverty and health & wellbeing. Planning for healthy communities and individuals as well as addressing health inequalities requires sufficient household resources to secure good quality housing, employment, education, diet, transport and healthy lifestyle choices to achieve wellbeing. Our Public health priorities are all about preventing ill health and we know that poverty leads to health inequalities and poorer health, so addressing poverty can lead to improved health of the population.
- 4.9 Our **Corporate Debt Strategy** attempts to assist people in prioritising their debts to the Council. While we have a legal duty to recover sums due to the council, our policy aims to ensure that collection is both fair and cost effective, and that our approach across the different recovery teams will be professional, uniform and timely. We recognise that preventing debt is essential and therefore we will always:
- ) Have skilled and trained staff at first point of contact to ensure customers have immediate access to high quality advice.
  - ) Aim to distinguish effectively between debtors who cannot pay and those who will not pay.
  - ) Develop a culture of payment by encouraging anyone in financial difficulty to contact us promptly to discuss their circumstances.
- 4.10 We will recognise the following key principles common to all types of debt:
- The difference between priority and non-priority debts
  - To promote a professional, consistent and timely approach to recovery action

- To maximise income by using the most appropriate and effective methods of debt recovery
- To work with customers at the earliest stage to encourage debt prevention
- To aim to clear annual charges within the year they are raised
- To ensure that debts are recovered in accordance with legislation
- To treat individuals fairly and consistently, in accordance with Human Rights, Data Protection and equalities legislation.

- 4.11 Our **Exeter and Heart of Devon shared Economic Strategy 2017-20** is a partnership strategy aimed at securing high quality jobs for the region, raising skills and ensuring that employment is well paid. Whilst the strategy does not consider poverty in any detail there is a clear ambition for well-paid employment. The region does experience high levels of employment but much of this is lower paid employment, seasonal work and it will be interesting to consider how effective we have been in delivering our strategic ambitions.
- 4.12 Our **Local Futures** dataset can be interrogated to provide us with up to date data on income, employment and living costs. This together with Office for National Statistics (ONS) data will support the build-up of an up to date local picture.
- 4.13 In Housing we have been undertaking a longitudinal study of tenants and housing register applicants titled **Your Home: Your Wellbeing**. This study with Birmingham University and LiveWest is revealing that those living in affordable, secure housing have improved wellbeing, sense of security and less anxious with fewer money problems than those in the private rented sector and seeking social housing.

## 5 Proposals for further local research and action

- 5.1 It can be seen from the above that the impact of poverty on individuals can create or add to any vulnerabilities, and therefore create a safeguarding issue for some individuals. County and district/city local authorities in Devon are undertaking a local investigation into poverty and its impact focusing on a number of key themes – welfare benefits; homelessness; food banks; the local economy; and the health & wellbeing of individuals and communities. This work is being led by Devon County Council and the terms of reference are appended (**annex 1**).
- 5.2 Housing providers are on the frontline and witnessing some of the effects of poverty on their tenants. It is important that housing providers recognise the impact and have the appropriate policies and support mechanisms to support tenants. Good safeguarding practice is one area where interventions from the landlord can have a positive outcome. The Board recognise this and will be promoting a social landlord protocol at our event planned for May this year. A draft protocol is shown in **annex 2**.
- 5.3 Equally there are many areas where poverty has an impact that are largely outside of our control or influence and our local research will focus on the impacts where our services (county and district) are impacted, or where we are supporting families and individuals in poverty.
- 5.4 We are also considering how we can alleviate poverty locally by administering any available discretionary funding, bidding for resources, adapting service delivery, enabling the third sector to contribute and building community resilience and self-help.
- 5.6 To illustrate my concerns with a practical example - we are seeing an increasing number of tenants fall into rent arrears due to difficulties accessing or managing Universal Credit. This causes pressure on the tenants who are already struggling with household finances. They

might be accessing a local food bank and inevitably this all leads to poor health and wellbeing and a poor quality of life.

- 5.7 Finally, to put these considerations into context, we recognise that we live in a relatively affluent area when compared to many parts of the country, and there are interventions and contributions that our communities can make that alleviate the worst effects of poverty. Food banks are a good example of community action. We do have areas of deprivation that are often masked by our relative affluence, so targeted interventions would be the answer. There are opportunities to stimulate further examples of community resilience to support vulnerable people.



# Devon Strategic Partnership Welfare Task Group

## Draft Terms of Reference January 2019

### Background

A number of reforms have been introduced following the Welfare Reform Act 2012. Several national reports have revealed that these changes are having detrimental effects, with the poorest people and places being disproportionately affected. Particularly significant are two 2018 reports:

- ) The report by the Equality and Human Rights Commission (2018) on the [Cumulative impact of tax and welfare reforms](#). This revealed that the largest negative impacts of changes to taxes, benefits, tax credits and UC will be felt by those with lower incomes. The poorest 20% will lose, on average, approximately 10% of net income, with the changes having a disproportionately negative impact on several protected groups, including disabled people, certain ethnic minorities, and women.
- ) The [Statement on Visit to the United Kingdom](#), by Professor Philip Alston, United Nations Special Rapporteur on extreme poverty and human rights. The Special Rapporteur's report documented the growth of poverty in the UK, with 14 million people, a fifth of the population, living in poverty. The implementation of Universal Credit was identified as a cause of hardship, with detrimental effects on many claimants' mental health, finances, and work prospects.

Universal Credit, the most significant reform, is now being rolled out in Devon with a potential total of 109,000 claimants by 2023. Universal Credit aims to bring positive changes including stronger work incentives, increased employment support and an easier transition into work. However it is recognised that the delivery of this new benefit is causing hardship. Many vulnerable customers are finding the transition to Universal Credit difficult and have a wide range of support needs. As the roll out continues, we need to understand the local picture and how best to adapt our priorities and provision to alleviate the detrimental effects.

The Task group has been established initially to focus on East Devon and Exeter, to understand:

- ) the impacts of welfare reform at local level,
- ) the actions we can take to alleviate the effects of poverty on individuals and communities.

### Objectives:

To develop a good understanding of the implications of Universal Credit and other associated reforms for communities and public services, initially for East Devon and Exeter. The aim will be to widen this out to the other Local Authority areas in Devon. The task group will do this by:

1. Developing an assessment covering the following impacts on people of working age:
  - i. Poverty analysis (in particular how Universal Credit affects people across different housing tenures),
  - ii. Employment and earnings (including employment rates, income levels, numbers of people in work, in/out of work poverty)
  - iii. Homelessness (including increases in homelessness and the causes)

- iv. Debt and financial vulnerability (including reliance on foodbanks, payday loans, rent and Council Tax arrears, general indebtedness and budgeting abilities).
- v. Health & Wellbeing (including mental and physical health and health inequalities).
- vi. Social (including crime and anti-social behaviour).

2. Modelling the future extent of these impacts,
3. Mapping existing policies and means of support available to welfare claimants,
4. Using this analysis to inform policy or operational changes that may be needed and make recommendations on how we can help to alleviate the impacts.

Breaking this analysis down to geographic areas that best reflect the makeup of each Authority.

## Membership:

Represented on the Task Group will be:

- ) Citizens Advice Devon
- ) Department of Work and Pensions
- ) Devon County Council
- ) East Devon Council
- ) Exeter City Council
- ) Devon Voluntary and Community Sector
- ) Devon and Cornwall Police
- ) Public Health

With other organisations engaged as necessary.

## Governance

- ) The Task Group has been established under the umbrella of the Devon Strategic Partnership. The DSP brings together public, private and voluntary and community sector organisations, to address issues that require a multi sector approach. The Task Group will report progress to the Annual DSP Conference.
- ) The Task Group's main link will be with the Devon Benefits and Revenues Officer Group. The Task Group will report progress to DBROG each month. DBROG will guide the work of the task group and DBROG members will implement Task Group recommendations within their own organisations as necessary.

## Timeline

February 2019:	First meeting of task group to agree Terms of Reference, determine datasets and assign roles and responsibilities,
April 2019:	Completed analysis of data,
May 2019:	Completed map of policies and provisions,
June 2019:	Completed analysis and outcomes with suggested recommendations.

## Areas covered

Initially:

- ) East Devon District Council
- ) Exeter City Council

Once the initial analysis is established, to be extended to:

- ) Mid Devon District Council
- ) North Devon District Council
- ) Plymouth City Council
- ) South Hams District Council
- ) Teignbridge District Council
- ) Torbay Council
- ) Torridge District Council
- ) West Devon Borough Council

# SAFEGUARDING PROTOCOL FOR HOUSING

## 1. Purpose

This protocol demonstrates the Councils/Devon's Registered Providers commitment to partnership working, in order to safeguard the wellbeing of vulnerable people who face various types of risks within a housing context.

Vulnerable people require a joint approach to the resolution of their housing problems, especially those at risk of eviction, homelessness or in need of support. This protocol outlines how the partners will deliver and develop such an approach.

**Purpose:** The protection of vulnerable people at risk in their homes or those who face re-housing, homelessness or eviction through improved joint working across Housing.

## 2. Key principles contained in the protocol

1. **The Paramount Principle:** The Council/Registered Providers and its partners have an overriding duty to safeguarding the health and wellbeing of vulnerable individuals living in Devon.
2. **Partnership Principle:** Partnership working between Council Services/Registered Providers and their partners are pre-requisites for the success of this protocol.
3. **Responsibility and Accountability Principle:** By identifying the responsibilities and accountabilities of various stakeholders, the protocol ensures that a joint way of working is adopted with the risk of duplication of effort being reduced.
4. **Information Sharing Principle:** To promote co-operation, co-ordination and collaboration across organisational boundaries this protocol encourages information to be responsibly shared.

Underpinning all safeguarding there are six additional principles that should be considered – empowerment (personalisation and presumptions of person – led decisions and informed consent); prevention (better to take action before harm occurs); proportionality (timely and proportionate action and a least intrusive response appropriate to risk presented); protection (support and representation for those in greatest need); partnership (local solutions through services working with their communities); accountability (and transparency in delivering safeguarding).

## 3. Introduction

This protocol recognises that the Council/Registered Provider has a multi-faceted relationship with vulnerable people for whom it is likely to have a number of statutory responsibilities. For example, while the Council/Registered Provider may be the landlord of some vulnerable people it may also be responsible for the provision of other services. This demands that a holistic approach is taken when dealing with vulnerable people at risk with regards to their housing arrangements. Officers are required to adopt such an approach and to avoid treating people as isolated 'housing cases'.

At the heart of this protocol is a concern to ensure vulnerable people are protected in their homes and that due regard is given when assessing their housing status. Therefore, it will be important to ensure that necessary checks are carried out to support such vulnerable individuals appropriately.

This protocol also encompasses services delivered through formal partnership arrangements with organisations external to the Council/Registered Provider. Where services are delivered through external arrangements, this protocol shall apply to relevant services / officers of partner organisations.

Where new partnership arrangements or contracts are developed/ reviewed within the remit of this protocol, this protocol will be included as part of the partnership agreement, or contract.

The protection and safety of a vulnerable adult is everyone's responsibility as defined within the Care Act 2014:

"An adult (a person aged 18 years or more) who is or may be in need of community care services by reason of mental or other disability, age or illness and who is or may be unable to take care of him or herself or unable to protect him or herself against significant harm or exploitation."

This could include:

- People with learning disabilities;
- People with mental health problems;
- Older people;
- People with a physical disability or impairment.

The need for additional support to protect themselves may be increased when it is complicated by additional factors, such as:

- Physical frailty or chronic illness;
- Sensory impairment;
- challenging behaviour;
- Drug or alcohol problems;
- Social or emotional problems;
- Poverty or homelessness.

This protocol is built on the foundations that it is every adults and child's right to live free from abuse in accordance with the principles of respect, dignity, autonomy, privacy and equity. The law relating to children and adult safeguarding is different. For adults the focus is on adults with care and support needs who, because of those support needs are unable to protect themselves from abuse or neglect.

For children, it will usually be the behaviours of the adults caring for them that place them at risk of eviction or compulsory re-housing:

- ) Living with families who through the ill health or disability of the parents, or for other reasons, are not able to provide all aspects of the parenting that children need for the best opportunity to grow;
- ) Children and adults with care and support needs who are the victims of abuse are to be regarded as vulnerable. It is important to note the children and adults with care and support needs living in situations where domestic violence is taking

place are considered to be the subjects of abuse, even when they are not the targets of this violence.

Vulnerability ***should not be assumed***. It is an individual matter and depends upon the complex relationship between individuals and their circumstances.

For example, not all disabled people are, necessarily deemed to be vulnerable in terms of safeguarding. Judgements about whether a person is vulnerable in terms of abuse and neglect are only to be arrived at through a process of individual assessment and or a referral of a safeguarding concern for which Adult Social Care Services or the Mental Health Trust/ NHS is responsible.

#### **4. Protecting Vulnerable People: Issues specific to housing**

There may be occasions when housing officers working with tenants are concerned and worried about someone's welfare. For example:

- There may be concerns about vulnerable adults whose care needs appear to be neglected or who appear to be subject to deliberate mistreatment.
- Tenants may tell their housing provider that they are being abused.
- There may be signs of extreme self-neglect, examples could be hoarding, living in unsanitary conditions, alcohol or substance misuse.
- There may already be issues of maintaining a tenancy, paying bills as a result of a learning difficulty, mental health deterioration, dementia, or financial abuse may be suspected.
- A person may be a victim of harassment from neighbours, this may or may not be identified as a hate crime.
- Where there is known or suspected domestic abuse.

) There may be concerns around coercive behaviours relating to radicalisation, drug trafficking (cuckooing associated with county-lines) and other forms of manipulation.

In all cases of concern Adult Social Care Services should be contacted at an early stage to see if the tenant requires social care support to help maintain their tenancy.

Where an officer suspects abuse or self-neglect they should contact the Safeguarding Adults team through CareDirect. Information is available in the Safeguarding Policy.

If anyone identifies or suspects a crime is taking place they have a duty to report this to the Police. It is important that the first person who is aware of the alleged crime contacts them as will have most of the information to share with them. The Police will then decide how best to respond to the concern. This measure could prevent crime and or serious harm to a vulnerable person.

If there is any doubt then please refer to your line manager or your Safeguarding Lead/Champion for guidance. Please also notify the ASB Team (or your appropriate team) if the crime relates to antisocial behaviour.

## **5. Housing Officer Responsibilities**

All housing staff must attend mandatory safeguarding training (both adult and children's) and regularly update themselves with further developments within this area.

Every effort must be taken to assist vulnerable people to maintain their tenancy - eviction and compulsory re-housing must be seen as a last resort at all times. Officers must demonstrate that they are taking a reasoned and professional view when seeking an eviction and actions must be agreed with relevant teams to ensure the best result is received.

Officers must demonstrate an understanding of what may lie behind behaviour that may appear unreasonable, whilst at the same time taking appropriate steps to address that behaviour.

The management team must ensure that officers have, not only, been briefed about this protocol, but also, actively use it as part of their policies, procedures and every day work.

Officers including agents/contractors have a duty to report suspected criminal offences to the Police on 101 for non-emergency.

The above responsibilities are held by all housing staff. Below are responsibilities for specific teams.

### **5.1 Housing management staff**

These officers are responsible for the day-to-day management of tenancies, including dealing with anti-social behaviour and harassment on the Council's/Registered Provider's housing estates. This includes domestic violence, hate crime and all types of abuse. In the event of problems, early communications with the alleged perpetrator (if appropriate) and complainant is vital. The Housing Tenancy Management Policy (or your appropriate policy) must be used in conjunction with this policy, to ensure that action is efficient and effective.

Housing staff must be mindful of customers, who have known, or suspected support needs, and who may need an immediate referral for Housing Support Services or liaison with Social Care Services. This may include, but is not limited to, people who misuse alcohol and/or drugs, care leavers, ex-prisoners, victims of domestic abuse or sexual violence, people with a disability, or mental health problems, or frail older people.

### **5.2 Housing Options**

This team consists of the homeless, homeless prevention and advice, temporary accommodation, private landlords and allocations teams who typically deliver the Council's statutory responsibilities to people in housing need including the homeless. The team are responsible for assessing vulnerability in homeless people to determine whether the statutory re-housing duty is held.

People assessed as eligible for Social Care Services support may also be considered vulnerable under homeless legislation.

People requiring services from the Housing Options team will be assessed for any actual or potential risk due to their vulnerability.

The Allocations team (or your alternatively named team with allocation responsibilities) will also assess potential tenants for vulnerability based on their applications for housing.

Vulnerable adults in need of support should be assessed with input from Social Care Services.

### **5.3 The Housing Tenancy Sustainment and Rent/Income Team**

This is the team responsible for ensuring that all tenants pay their rent promptly and regularly. No eviction of a vulnerable tenant must take place, due to rent arrears, unless this has been discussed with Social Care Services and it has been progressed through the Rent Arrears Panel. It must be noted that vulnerable people enduring this process should be offered advocacy support when meeting officers. Where there is involvement, the tenant will be asked to agree to information being shared between Housing and Social Care Services staff, and the name of a key worker will be obtained where possible to ensure the best level of support is given to the vulnerable person.

Where the vulnerable tenant is not known to Social Care Services but has clear support needs and failure to address rent arrears may result in eviction, a referral will be made to Social Care Services, as appropriate. Implicit in the referral will be the Housing providers wish to avoid eviction. The referral will include the expectation of and commitment to joint working, including the production of a Joint Support Plan, to address issues impacting on the client's ability to maintain their tenancy.

### **5.4 Children's or Adult Social Care**

These services provide support to children or adults with care and support needs designed to enable them to successfully manage their own affairs. This protocol explicitly recognises that homelessness and the experience of eviction and compulsory rehousing will have an immediate and negative impact on the ability of parents to care for children and on the ability of informal carers to care for their family.

### **5.5 Private Landlords**

Whilst private landlords have no statutory duty towards vulnerable tenants they are encouraged to voluntarily report any concerns to the Council.

Training on safeguarding awareness will be provided and advertised through the Landlords Forum or similar.

### **5.6 Property & Asset Team and Contractors**

The Property & Assets Team and Contractors have a duty to check flags on the Council's computer systems (or your alternative alerting system) which highlight the vulnerability of customers before making a visit, to ensure adequate support is in place. If there is any doubt with regards to vulnerability further checks must be made with the Council.



The Client Contract Team and Contractors also have a clear duty to alert and inform, where they are concerned about the vulnerability of their tenants, or the impact tenants are having on vulnerable people.

Any contractors working with the Council/Registered Provider must be adequately trained with regards to safeguarding vulnerable tenants. The council/RP will aim to provide this training through Tool Box Talks to all contractors along with regular refresher training within the timeframe guidelines.

## **6. Joint working, early Intervention and Communication**

Early intervention with the vulnerable person and various partners in service delivery is crucial in managing areas which are potentially problematic.

Practitioners in housing and Social Care Services will work proactively with other agencies and share information, as appropriate, with them about the customer.

### **Referrals to Children's Services or Adult Social Care**

Where the parties to this protocol have concerns relating to the wellbeing or vulnerability of person, or potentially vulnerable person and it is established that the person is **not known** to Social Care Services a referral will be made to the appropriate Team within the Directorate. If the Directorate knows the person all concerns should be passed on to the responsible social care worker.

Where the concern is related to safeguarding of a child, referrals must be made to the Multi Agency Safeguarding Hub (MASH) through the service representative who sits on the MASH.

Examples of where Housing staff would make a referral to Social Care Services include:

- Where the tenant's behaviour, or the behaviour of their children is significantly disturbing other residents.
- Where the risk of eviction threatens the interests of adults with care and support needs and, or children.
- Where domestic violence is taking place in a household in which an adult with care and support needs and/ or a child resides when abuse or neglect is suspected.

Housing staff will try to obtain the tenant's permission before making a referral to social care services, discussing with the tenant the benefits of sharing information with the Social Care Services in order to address concerns. However, where this is not be possible the principles set out in the Council's overarching guidance on information sharing with regard to sharing personal information without consent will apply. This will include writing to the tenant and explaining what consequences this refusal may have and the negative impact this may have on their tenancy. For example, they may not receive the right level of support from the council to sustain their tenancy which may result in eviction.

It is also important to note that in line with the General Data Protection Regulations, officers may still share information with social care services, where the law allows in certain circumstances – for instance if failure to do so will seriously affect the health

or wellbeing of a community member. Advice on such actions must always be sought from the Data Protection Officer.

## **7. Information sharing**

Timely, appropriate information sharing is essential for successful partnership working aimed at identifying and addressing possible risks to vulnerable people. Information on the Council's/Registered Providers policy for information sharing can be found at (insert your location).

Information sharing should be conducted in line with the organisations overarching information-sharing protocol. Information can and should be shared in situations where the Council/Registered Provider has relevant information, or concerns that might impact on the maintenance of a tenancy. Information sharing with the relevant Housing team is vital to enable joint working on behalf of the tenant.

Similarly, new applicants for housing will be asked to identify whether they are receiving services from other statutory services. New applicants for housing will be given relevant Fair Processing information at the point their personal data is collected and will be told how their personal data is likely to be shared.

The overarching Information sharing protocol sets out the key responsibilities and considerations for staff.

Not every instance of information sharing can be documented, however staff can use existing guidelines as set out in the Protocol as well as local working procedures.

All Council/Registered Provider staff will ensure they comply with the organisations Information Security policies when sharing personal data (both internally and externally).

Guidance is available on the Council's/Registered Provider's intranet but key policies are:

- Information Security Policy
- Protective Marking policy

## **8. Providing the right support**

### **8.1 Applications for housing from vulnerable people**

At the point of registration, the application will be checked to note any issues of vulnerability and if so, to confirm whether, or not, the tenant is known to Social Care Services, or partner agencies. This information will be noted on the applicant's file.

Some RPs might choose to verify vulnerability when a provisional offer is made.

Potential risk or vulnerability will have been checked prior to the home visit or accompanied viewing of the property, and any appropriate action taken to ensure a safe viewing for both staff and clients. Where the customer is known to Social Care Services, this may include suggesting that the responsible social worker is present.

In addition, Housing will also make checks to ensure that a vulnerable person is not offered accommodation where the behaviour of neighbours is likely to exacerbate their vulnerability. Conversely, checks should also be made to identify whether, or not, the customer is likely to threaten the wellbeing of potential neighbours who are, themselves, vulnerable.

## **8.2 Offer of Tenancy & Tenancy Sign up for a vulnerable person**

Where practicable and particularly where vulnerability is identified, the tenant will be asked to confirm whether there is any current Social Care Services involvement and asked to agree to information being shared between housing and Social Care Services in order for a joint approach to be taken to supporting them in their tenancy. Practitioners should ensure that there is frequent liaison between each other where there is a mutual client rehoused. Records of all such liaison – correspondence, emails, and file notes of conversations - *must* be maintained, and where contact with the client is made by one agency this should be flagged with the other.

## **8.3 Supporting a vulnerable person at a new tenancy visit**

A new tenancy visit will be made within six weeks of the tenancy starting. If there have been any reports of nuisance at this stage these will be discussed and the conditions of tenancy reiterated. The assigned housing officer will have read the rehousing file to ensure a good understanding of the tenant and their needs. For new tenants, further visits will also be carried out during their initial introductory tenancy period.

If it is apparent that the tenant has a degree of vulnerability and is experiencing problems settling into the new home an appropriate referral to Housing Support and/or Social Care Services should be made.

## **8.4 Early indications of Anti-Social Behaviour**

Where complaints regarding the conduct of a tenant or their household are received an investigation will be opened by the landlord. The investigating officer will check the tenancy records to identify any issues of vulnerability and / or health and safety concerns and where the alleged perpetrator is known to Social Care Services. Investigation of the complaint may identify a need for extra assistance by a referral to Housing Support and / or Social Care Services. Where practicable and safe a joint visit or office interview should take place as soon as possible.

The purpose of the visit / interview will be to highlight the problems and possible consequences for the tenant should the situation continue. The visit / interview may identify support needs to be addressed by housing and / or Social Care Services that will help the client to sustain the tenancy. An action plan will be agreed between all parties and the situation monitored. Where a person known to Social Care Services is rehoused by Housing there is an obligation on both sides to ensure that successful joint working occurs to support the tenant in settling into their new home and to prevent future homelessness caused by a breach of tenancy conditions.

As with arrears avoidance, staff must engage with tenants at key stages of the tenancy process to seek to identify risk factors and vulnerability. There may be opportunities to identify coercive behaviours relating to radicalisation or manipulation of tenants for illegal or immoral activities. This can trigger an alert to the Police through the established reporting channels.

## **8.5 Supporting vulnerable people through eviction**

The key points of the process are:

1. The first occasion on which the Housing Officer will activate the protocol will depend on the reason. Broadly, such reasons will fall into two categories:

- Rent Arrears
- Other breach of tenancy – usually nuisance/anti-social behaviour.

In the case of rent arrears, this will be managed in line with the rent arrears/rent management policy.

In the case of other breaches of tenancy, the Housing Officer will manage the issue in line with the relevant policy and procedure.

2. The Housing Officer will judge if the person may be vulnerable given the definitions set out in this protocol. If so, they will inform the tenant about the Councils policy and protocol in relation to vulnerable people and check if the tenant is known to Social Care Services. If the tenant is known they will be asked for their permission to inform Social Care Services.

3. If the tenant says they are not known to Social Care Services, the Housing Officer will ask their permission to discuss their situation with Social Care Services with a view to making a referral for help.

4. If the tenant refuses to give permission to contact Social Care Services the Housing Officer must judge whether to inform Social Care Services without the agreement of the tenant. This decision should have regard to the sharing of information protocol. The threat of eviction will normally be sufficient reason to share information with Social Care Services, on the grounds that the overriding aim is to safeguard vulnerable people in our community.

5. If Social Care Services does not know the tenant, its first responsibility is to determine whether s/he has care and support needs. They must do this within 5 working days, and inform the responsible Housing Officer of what action they will take.

6. The core task of Social Care Services with respect to vulnerable people threatened with eviction is consists of coordinating the production and delivery of the interagency/interdisciplinary Joint Support Plan.

This will address the issues that lie behind the behaviour that is leading to the threat of eviction and must take into account the individual's ability and willingness to tackle those issues in order to arrive at a reasonable Plan. Social Care Services will engage Housing, which must play its full part, to ensure that the Housing and Social Care Services perspectives are built into the Plan and its underlying assessment.

7. The assessor will tell the Housing Service how long the assessment will take. Usually it will be within 35 days for a family with children in need and 20 days for a vulnerable adult.

8. Social Care Services will share with the Housing the key outcomes of the assessment. The former will manage the customer's agreement to share the

information. They will set out what change can be expected and the time scales. The latter will be based on what is realistic for the customer.

9. Social Care Services and Housing will agree the frequency of review of each case in accordance with their individual Joint Support Plan. Where a tenant fails to respond to the Plan and continues to be in breach of their rent or tenancy obligations, Housing will, after discussion Social Care Services, activate their usual eviction procedures.

10. Housing and Social Care Services will agree how the eviction process should be amended to allow for the Joint Support Plan to be effective. As previously noted, eviction cannot proceed whilst the Joint Support Plan is being delivered in accordance with its objectives, no matter the time scale. If, the officers dealing with the case cannot agree the appropriate senior managers should make a decision.

11. The Housing Officer will keep the Homeless Families Unit informed throughout the above stages.

### **8.6 Supporting vulnerable people after eviction**

Any person evicted or facing eviction can approach the Council's homeless team for advice and assistance.

Where the Council/Registered Provider is evicting a vulnerable person or a family with children it is important to discuss the case with the homeless team at the earliest stage.

It may be necessary for the person or family to be temporarily accommodated pending the outcome of the homeless application. Bed and breakfast accommodation will only be used as a last resort and if so, only for a minimal period. During any period of time in temporary accommodation support should be offered and close monitoring maintained.

Close consultation with the appropriate social care worker or support worker is vital.

## **9. Conclusions**

Safeguarding is core business for social landlords. It is vital that safeguarding considerations are embedded in all parts of the landlord services.

All housing staff should receive safeguarding training and organisations should be able to demonstrate that safeguarding is a priority and seen as a compliance issue. Good safeguarding practice will help tenants sustain their tenancies and maintain good health and wellbeing.

**Dated**  
**August 2018**

**Revised**  
**December 2018 & February 2019**



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 11

**Subject:** **Housing Policy Note on the Mental Capacity Act 2005**

**Purpose of report:** This report presents the draft Housing Policy Note on the Mental Capacity Act 2005 for approval by the Board.

The Mental Capacity Act 2005 applies to anyone who has dealings with people who may lack capacity, and provides the legal framework for acting and making decisions on behalf of adults who lack capacity to make some decisions for themselves.

There are increasing numbers of vulnerable people living in the community whose mental capacity is inhibited by disease, mental ill health, injury, or disability, and the council has a responsibility to safeguard their interests in line with the statutory requirements of the Mental Capacity Act and best practice set out in the Code of Practice.

This policy will be applied across the Housing Services Department to:

- ) Facilitate the necessary decisions to be made in relation to council housing services, including homelessness.
- ) Ensure the best interests of individuals whose mental capacity may be in doubt.
- ) Minimise recourse to litigation.

**Recommendation:** **That the Board approve the attached Housing Policy Note**

**Reason for recommendation:** To provide a framework within which Housing Services staff operate to identify where mental capacity may be an issue, and the procedures to follow to establish this.

**Officer:** Andrew Mitchell – Housing Needs and Strategy Manager  
[amitchell@eastdevon.gov.uk](mailto:amitchell@eastdevon.gov.uk)

**Financial implications:** No financial implications

**Legal implications:** The legal implications are set out within the report. Legal Services will advise sign off on all court proceedings where mental capacity is an issue. This will be picked up through Equality Impact Assessments on each decision relating to any tenant.

**Equalities impact:** Low Impact

**Risk:** Medium Risk

The council is required to have up to date policies that reflect and reinforce current practice.

**Links to background information:** [Mental Capacity Act](#)  
[Code of Practice](#)  
[EDDC Safeguarding Policy and Procedures](#)

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

## 1. Introduction

- 1.1 The Mental Capacity Act 2005 provides the legal framework for acting and making decisions on behalf of adults who lack capacity to make some decisions for themselves.
- 1.2 The Act applies to everybody who has dealings with people who may lack capacity, and particularly if they have a professional relationship with the person.
- 1.3 EDDC staff interact with residents and members of the public on a day to day basis across the range of its business and functions, often on complex issues requiring understanding and comprehension of the decision being made, and the implications of that decision.
- 1.4 Housing staff, in particular, are dealing with some of the most vulnerable people in our community, often on sensitive and complex issues which impact significantly on their current and future living and accommodation arrangements.
- 1.5 The council has a responsibility to safeguard their interests in line with the statutory requirements of the Mental Capacity Act. Any mental capacity issues need to be identified early in the decision making process so that arrangements can be made for the decision to be taken in the best interests of the individual.
- 1.6 By raising staff awareness of their obligations under the Act and identifying mental capacity issues at an early stage, we aim to minimise recourse to litigation for those who lack capacity and facilitate appropriate and timely decisions to be made.

## 2. The Policy

- 2.1 Principles - There are 5 key principles in the Mental Capacity Act which will determine interactions with the customers of the Housing Services Department:
  - ) A presumption of capacity
  - ) Supporting individuals to make their own decisions
  - ) The right to make unwise decisions
  - ) Best Interests
  - ) Least restrictive option for their basic rights and freedoms
- 2.2 Staff Awareness - Staff will be expected to have a general level of awareness of the 5 principles as part of induction, and to operate on the basis of presumed capacity.

They will also keep in mind that any apparent inability to understand or to make decisions may be due to incapacity, requiring further consideration of how to proceed. As part of

this, safeguarding issues should also be considered and discussed with the Safeguarding Champion.

- 2.3 Housing Procedures - Housing procedures will incorporate best practice by:
- ) confirming capacity at all appropriate opportunities (eg homeless applications, tenancy sign up)
  - ) giving customers the opportunity to nominate someone to act on their behalf
  - ) ensuring staff use simple plain language and different methods of communication
  - ) making multiple attempts to contact customers in different ways
  - ) offering practical assistance to aid communication and facilitate decision making
  - ) using all reasonable methods to maximise a person's ability to make a capacitated decision before determining that they are incapacitated.

- 2.4 Consideration of Mental Capacity Issues - No-one can be labelled incapable simply because they have a particular diagnosis or medical condition (e.g. a learning disability or dementia), and the test for incapacity (incorporating a functional and diagnostic test) must be applied.

The formal application of the 2 stage test is only likely to be needed in exceptional circumstances where all efforts to facilitate a capacitated decision being reached have been exhausted. The council's legal services will need to be involved if a formal assessment of capacity is being considered.

An assessment should be carried out when a person's capacity is in doubt in relation to a particular decision, not a range of decisions.

- 2.5 Process for Housing Staff - Where housing staff are unable to engage with an individual or they appear either unable to understand or to make the decision before them, mental capacity must be considered as a possible reason.

Where there is any concern about capacity, the relevant manager will be alerted to determine whether to involve other professional expertise at that stage (eg. legal/ health/social care).

The relevant Council staff with an existing relationship with the person will be involved as necessary to facilitate a decision in the best interests of the individual.

Every step of the process should be recorded on the appropriate system by the relevant staff so that the actions taken and sequence of events are clear.

- 2.6 Cases Involving Litigation - On reaching the stage prior to legal proceedings being instigated, the relevant manager and a member of the legal team will review the case to ensure that all opportunities to enable a capacitated decision have been provided.

If there is no alternative but to take legal action, a formal assessment of capacity will be requested from the relevant professional and the relevant legal process followed.

### **3. Action Required**

- 3.1 The attached policy note will form part of a range of Housing Policies approved by the Housing Review Board. It will be placed on the website and reviewed periodically to ensure it is up to date and relevant.



- 3.2 Staff in the Housing Services Department will be briefed on the policy and its application to their work. Any training needs will be identified and addressed as part of embedding the policy into current housing practice and procedures.
- 3.3 It is recommended that the Board approve the attached Housing Policy Note on the Mental Capacity Act 2005, **Annex 1**.

## Mental Capacity Act Policy Note for Housing Department

Issue details	
<b>Title:</b>	<b>Mental Capacity Act Policy Note for Housing Department</b>
<b>Version number:</b>	<b>Version 1.0</b>
<b>Officer responsible:</b>	<b>Strategic Lead – Housing, Health &amp; Environment</b>
<b>Authorisation by:</b>	<b>Housing Review Board</b>
<b>Authorisation date:</b>	<b>28 March 2019</b>
<b>Review date:</b>	<b>1 April 2021</b>

History of most recent Policy Changes – Must be completed			
<b>Date</b>	<b>Section</b>	<b>Change</b>	<b>Origin of change (eg change in legislation)</b>

## East Devon District Council

### Mental Capacity Act Policy Note for Housing Department

#### **1 Why has the council introduced this policy?**

The Mental Capacity Act 2005 provides the legal framework for acting and making decisions on behalf of adults who lack capacity to make some decisions for themselves.

The Act applies to everybody who has dealings with people who may lack capacity, and particularly if they have a professional relationship with the person.

EDDC staff interact with residents and members of the public on a day to day basis across the range of its business and functions, often on complex issues requiring understanding and comprehension of the decision being made, and the implications of that decision.

Many of these interactions and decisions will involve a level of risk that also needs to be understood by the customer when considering whether to engage (or not) with council staff to make the decision. The risk may be significant (eg: to do with individual or public safety, compliance or legal liability, the threat of legal action or eviction) and an assessment of mental capacity may be required if a customer does not appear to have sufficient understanding of the issues to make the relevant decision.

There are increasing numbers of vulnerable people living in the community whose mental capacity is inhibited by disease, mental ill health, injury, or disability, and the council has a responsibility to safeguard their interests in line with the statutory requirements of the [Mental Capacity Act](#) and best practice set out in the [Code of Practice](#).

The Act can be used to make decisions for someone who lacks capacity on everything from what to wear to where to live. The Act provides the legal framework for ensuring that decisions are made and recorded in a consistent, transparent way and are in the person's best interests.

In applying this policy, staff will consider whether there are any related safeguarding concerns requiring the application of the council's safeguarding policy and procedures. This policy will be applied across the Housing Services Department to:

- ) Facilitate the necessary decisions to be made in relation to council housing services, including homelessness.
- ) Ensure the best interests of individuals whose mental capacity may be in doubt.
- ) Minimise recourse to litigation.

## 2 What is the council's policy?

### **Mental Capacity Act 2005 – Key Principles**

The Council will take into account the the Act's five key principles in it's interactions with customers of the Housing Services Department:

- **A presumption of capacity** – every adult has the right to make his or her own decisions and must be assumed to have capacity to do so unless it is proved otherwise
- **Supporting individuals to make their own decisions** – a person must be given all practicable help before anyone treats them as not being able to make their own decisions
- **Unwise decisions** – just because an individual makes what might be seen as an unwise decision, they should not be assumed to lack capacity to make that decision
- **Best Interests** – an act done or decision made under the Act for or on behalf of a person who lacks capacity must be done in their best interests
- **Least restrictive option** – anything done for or on behalf of a person who lacks capacity should be the least restrictive of their basic rights and freedoms

### **Housing Staff Awareness**

EDDC will support customer facing staff in the Housing Services Department to understand the requirements of the Mental Capacity Act and the obligations on them to comply with the principles of the Act. Staff will be expected to have a general level of awareness of the 5 principles as part of induction, and to operate on the basis of presumed capacity.

They will also keep in mind that an individual's apparent inability to understand or to make decisions may be due to incapacity, requiring further consideration in how to proceed. As part of this, consideration must be given to any potential related safeguarding issues which should be discussed with the Safeguarding Champion and a decision made (and recorded) on whether to contact social services.

Information and learning resources are available for those requiring a higher level of knowledge and expertise, see section 3.

### **Housing Procedures**

The council will take the opportunity to confirm capacity when appropriate (eg. for homelessness applications; at tenancy sign up, review and termination; during arrears discussions, anti-social behaviour incidents and complaints). Customers will have the opportunity to nominate someone to act on their behalf, should the need arise.

Staff will use simple plain language in their interaction with customers, and all contacts will be recorded on the relevant database.

Housing procedures incorporate different methods of communication including telephone, written, and face to face to facilitate engagement and understanding of decisions to be made by customers.

Several attempts to make contact will be made in different ways, on different days and at different times. For prescribed housing functions and those determined by statute, operational procedures will specify the number and type of contact to be made (eg. pre-eviction protocols).

Offers of practical assistance will be made such as aids to communication, having a friend, relative, or advocate present, or communication via a nominated person. It should also be established whether there is a lasting power of attorney covering welfare and/or property and affairs in place.

The council will undertake all reasonable methods to maximise a person's ability to make a capacitated decision before determining that they are incapacitated.

### **Consideration of Mental Capacity Issues**

Everybody who works with people who may lack capacity has a responsibility to assess capacity in relation to what they do with the person. No-one can be labelled incapable simply because they have a particular diagnosis or medical condition (e.g. a learning disability or dementia).

The test for incapacity is two fold:

1) Functional test:

1. Can the person **absorb** basic information about the pros and cons of an issue, simply communicated?
2. Can the person **retain** the information for long enough to process it?
3. Can the person be said, objectively, to be **weighing up the pros and cons** against their own (subjective) value system and arriving at a decision?
4. Can they **communicate** it somehow?

2) Diagnostic test:

- If the answer to any of the above is no, is this **because of** an impairment or a disturbance in the functioning of the mind or brain? (doesn't have to be permanent or formally diagnosed)
- If so, capacity is no longer presumed.

Their "decision" is merely a preference, and if, in acting upon it, the person comes to harm which could have been anticipated, those with a duty to care could be deemed negligent.

The formal application of the 2 stage test is only likely to be needed in exceptional circumstances where all efforts to facilitate a capacitated decision being reached have been exhausted. The council's legal services will need to be involved if a formal assessment of capacity is being considered.

### **When should capacity be assessed?**

An assessment should be carried out when a person's capacity is in doubt, either because their behaviour causes concern about lack of capacity or because they have been diagnosed with an impairment or disturbance that affects the way their mind or brain works. An assessment of a person's capabilities needs to be carried out each time a decision has to be made.

### **Process for Housing Staff**

Where housing staff are unable to engage with an individual or they appear either unable to understand or to make the decision before them, mental capacity must be considered as a possible reason. Any consideration of capacity must be about a particular decision, and not a range of decisions. Where there is any concern about capacity, the relevant manager will be alerted to determine whether to involve other professional expertise at that stage (eg. legal/health/social care).

The questions in the incapacity test (see above) should help in initially assessing capacity against the required decision, and deciding whether to proceed formally or informally. The more significant the decision to be made, the more formal the approach to determining capacity should be. Key principles of the process should be:

- ) Involve the individual as far as possible
- ) Consult and involve people who know individual
- ) Identify all relevant issues and circumstances
- ) Use past knowledge of the individual.

The relevant Council staff with an existing relationship with the person will be involved as necessary to facilitate a decision in the best interests of the individual.

Working out a person's best interests is only relevant when that person has been assessed as lacking, or is reasonably believed to lack, capacity to make the decision in question or give consent to an act being done.

Every step of the process should be recorded on the appropriate system by the relevant staff so that the actions taken and sequence of events are clear.

### **Tenancy Agreements**

Tenancy agreements are legal documents, and a specific form for assessment of capacity to sign these is included at Appendix 1 where mental capacity may be in doubt.

### **Cases Involving Litigation**

On reaching the stage prior to legal proceedings being instigated, the relevant manager and a member of the legal team will review the case to ensure that all opportunities to enable a capacitated decision have been provided.

If there is no alternative but to take legal action, a formal assessment of capacity will be requested from the relevant professional, using the form at Appendix 2 (see section 3 below). If incapacity to engage in litigation is confirmed, the legal process to appoint a "Litigation Friend" should be followed.

## **3 Appendices and other relevant information**

Appendix 1: [Form for Assessment of capacity to sign a Tenancy Agreement](#)

Appendix 2: [Mental Capacity Assessment Form](#)

Housing Learning Improvement Network resources:

) [Factsheet 20 and 4 information sheets](#)

) [Court of Protection Guidance on MCA and Tenancies](#)

Devon County Council's comprehensive guidance and resources for professionals:

<https://new.devon.gov.uk/care-and-health/guide/mca-practice-guidance/>

[Devon County Council MCA-Flowchart.pdf](#)

#### **4 Links related Policies/Strategies, Procedures and Legislation**

[Mental Capacity Act 2005](#)

[Mental Capacity Act 2005 Code of Practice](#)

[Mental Capacity Act 2005 Making Decisions A guide for advice workers](#)

[EDDC Safeguarding Policy and Procedures](#)



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 13

**Subject:** **Brexit preparations for Housing Services.**

**Purpose of report:** This report looks at some of the implications that may occur on leaving the European Union and the potential impact on tenants and customers of the Housing Service.

We have an opportunity to stress test our Housing Revenue Account Business Plan using a number of different scenarios and it will be useful exercise to ensure it remains fit for purpose in adverse conditions be that Brexit induced or otherwise.

**Recommendation:** **To stress test a number of our housing plans as part of our preparations for Brexit to ensure service continuity for tenants and customers.**

**To note ongoing communications with all contractors and partners currently being undertaken to prepare for potential impact of Brexit.**

**Reason for recommendation:** To demonstrate that we have had regard to the possible impacts of leaving the European Union.

**Officer:** John Golding Strategic Lead – Housing, Health & Environment, [jgolding@eastdevon.gov.uk](mailto:jgolding@eastdevon.gov.uk)

**Financial implications:** The financial implications will become more apparent once the stress testing has been completed, an updated capita model has been requested in order for us to be able to do this. It is worth noting that the £1.6m volatility reserve is in place for such unforeseen events.

**Legal implications:** There are no immediate legal implications on which to comment.

**Equalities impact:** Medium Impact

There is the potential to impact on our more vulnerable tenants and our preparations are intended to mitigate any negative effects.

**Risk:** Medium Risk

There is a risk of service interruption and disruption to tenants if our partners experience supply problems with components, labour and/or financial restrictions.

**Links to background information:** ) .

**Link to Council Plan:** Encouraging Communities to be outstanding  
Developing an outstanding local economy



## 1. Preparing for Brexit

- 1.1 Housing organisations in common with many businesses are considering the impacts of Brexit, including a no deal scenario. Whilst there have been many exaggerated claims linked to project fear, it is worthwhile stress testing our plans.
- 1.2 The Regulator for Social Housing has issued advice to housing associations (interestingly not local authorities with housing stock) and I have reproduced this in **annex 1**. The advice seems to centre on housing market conditions; interest rates; inflation; access to finance; availability of labour; access to materials and components; and access to data.
- 1.3 We are in contact with all contractors and suppliers seeking reassurance that they can continue to provide their services post the UK leaving the European Union at the end of March. We are compiling a comprehensive database of this information and will keep the information up to date as and when updates are received.
- 1.4 We have received confirmation from both of our current responsive repairs contractors that they are continuing to monitor their supply chains carefully and remain committed to working closely with us to minimise risks as far as possible. Maintaining a supply chain is business critical and any interruptions could cause issues for us in terms of maintenance and improvement programmes.
- 1.5 As with all correspondence around Brexit, there are a significant number of unknown scenarios and therefore it is difficult to secure any certainty on what could happen.
- 1.6 Several of our contractors are increasing their stock of components and we have increased our stock levels at Home Safeguard although there are limitations in our storage capacity.
- 1.7 Our contractor's supply of labour is largely sourced from the local community so we are not anticipating any significant impact in this regard.
- 1.8 It is important that our partners and contractors have robust business continuity plans that are up to date and cover the issue of service interruption due to supplier problems.
- 1.9 We have a significant number of vulnerable tenants where we need to ensure continuity support so any interruption of fuel supplies would impact on our officers' ability to visits and deliver services to tenants. Fuel supply issues could also affect repairs and improvement programmes and worse case we might need to adjust response time to reflect the situation.
- 1.10 The Chartered Institute of Housing has produced a Brexit note that covers migration and the housing market, EU regulation and the labour market. This is attached as **annex 2**.

## 2. Housing Revenue Account Business Plan

- 2.1 As part of our preparations we can stress test our Business Plan running a number of adverse scenarios and model the affects. We previously performed some sensitivity testing on the Business Plan

- 2.2 A number of Registered Providers are testing a scenario where rent restrictions are perpetuated despite Government advice that social/affordable rents can rise next year by CPI + 1% from 2020/21. This follows four years of 1% rent reductions in respect of General Needs housing.
- 2.3 I have suggested that we model rent increase/decrease scenarios and inflation. It would also be worth looking at borrowing costs and some assumptions around an increase in loan interest rates. Whilst our existing loans are fixed at a low interest rate, any new borrowing may only be available at a higher rate for refinancing, new build or acquisitions.
- 2.4 There are predicted to be Brexit related impacts on house prices and house values. Whilst short term changes in property values will not worry us unduly, changes in property prices will have an impact on our acquisition programme.
- 2.5 A risk register is contained in the HRA Business Plan and Brexit is being added to the risks using the mitigations set out in this report.
- 2.6 We have been talking to other Registered Providers and sharing information on Brexit preparations.

### 3. Potential impact on 4 areas of the housing service

#### 3.1

<b>Property and Asset</b>	<p>Repairs, maintenance and compliance contractors may be impacted by leaving the EU in the following areas: Materials/supplies, data, labour, transport, costs, insurances and warranties.</p> <p>Changes to procurement regulations are being monitored and assessed through Advantage South West.</p>
<b>Landlord Services</b>	<p>Any shortages (e.g. food, fuel) or increases in living costs are likely to impact most on those who are already vulnerable in our homes and communities.</p> <p>Supplies to these groups could be impacted, as well as care and support services if workers are unable to travel due to fuel restrictions.</p> <p>The Council's emergency planning procedures may be evoked in some circumstances.</p> <p>Home Safeguard has systems and support contractors providing services to our sheltered homes and some private households for alarm services.</p> <p>There may be increased sensitivity in local communities during a period of political/economic uncertainty.</p> <p>In the longer term, rent arrears may increase if living costs increase.</p>
<b>Housing Needs and Strategy</b>	<p>Reassurance on data access is required from housing systems suppliers</p> <p>Contracts with housing/homelessness advice services and Homemaker for financial assessments, as well as Housing Associations delivering affordable housing.</p> <p>In the longer term, there may be impacts on housing needs and the social housing sector arising from property market changes. Cost of living increases could also place more people at risk of homelessness and increase demand for social and affordable housing.</p>
<b>Private Sector Housing</b>	<p>Contractors engaged in property adaptations, the supply of stair lifts, home insulation and boiler installation may be impacted.</p>

	<p>Testing of private water supplies are likely to continue to be regulated by standards brought in by EU Directive – users of such supplies may have different expectations about future regulation.</p> <p>In the longer term, private sector landlords may be facing negative impacts of a changing property market - any fall in property values and/or borrowing restrictions could lead to a decrease in private rented homes.</p>
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#### 4. Conclusion

- 4.1 A risk assessment based on responses from our contractors across the range of housing activity has been carried out and is attached as **annex 3**. Mitigating actions to address the highest risks identified by our contractors have been included, as well as actions by EDDC should the need arise. Currently, the highest risks from a contractor perspective are potential fuel shortages as there is little in the way of mitigating actions that they can do.
- 4.2 The Housing Service is also preparing a more detailed plan to ensure continuity of service across all housing teams during the period leading up to leaving the EU and in the immediate aftermath.
- 4.3 There is a steady flow of information being cascaded corporately in relation to wider District Council risks, these are being constantly monitored for risks that will impact on the housing service. The position will continue to be closely monitored over the coming months as the government continues to manage the process of leaving the European Union.



14 February 2019

Dear Chief Executive

## Preparation for a no deal Brexit

It remains the Government's priority that the UK should leave the EU in an orderly fashion on 29 March 2019. However, government has accelerated no-deal preparations to ensure the country is prepared for every eventuality. Many of you will be aware that at the end of last year that the Chair of the Regulator of Social Housing (RSH) and I re-emphasised at meetings and conferences the importance of stress testing and effective mitigations in the context of current uncertainty about the terms on which we will leave the EU.

I am writing now to ensure that all providers are clear about the Regulator's expectations of them during this period of uncertainty, and to share examples of what providers should consider when stress testing their businesses. The Regulator is not requesting systematic information from providers at this time. However, where individual providers have identified specific exposures or risks which threaten their compliance with the [Regulatory standards](#), our expectation is that they will inform us of these in line with the co-regulatory settlement.

## Regulatory expectations

Under the Governance and Financial Viability Standard, providers are expected to

- have in place an appropriate, robust and prudent business planning, risk and control framework and
- carry out detailed and robust stress testing against identified risks and combinations of risks across a range of scenarios, and put appropriate mitigation strategies in place as a result.

In the current context, the Regulator expects registered providers to have: identified the risks to which their businesses would be exposed; stress tested their business plans to reflect these; and identified specific, deliverable and timely mitigations, to ensure viability is maintained and tenants and social housing assets are protected. Our experience through the IDA process is that board attention needs to be focussed on the identification and planning of effective mitigations as these are often more challenging than the process of identifying key exposures.

The Bank of England's (BoE) EU withdrawal scenarios document provides suggestions of the potential macroeconomic effects of a disorderly Brexit. It should be noted that these are possibilities rather than forecasts.

The scenarios, which are available here: [www.bankofengland.co.uk/-/media/boe/files/report/2018/eu-withdrawal-scenarios-and-monetary-and-financial-stability.pdf](http://www.bankofengland.co.uk/-/media/boe/files/report/2018/eu-withdrawal-scenarios-and-monetary-and-financial-stability.pdf), cover withdrawal, both with and without a deal and a range of severities depending on the circumstances of withdrawal. However, we would expect providers to consider their own specific exposures, including non-financial exposures and stress, for a range of scenarios.

Providers are reminded of the requirement in the Governance and Financial Viability Standard to communicate with the Regulator in a timely manner on material issues that relate to non-compliance or potential non-compliance with the Standards. Where a provider identifies such issues that are sufficiently serious either to threaten its compliance with the Standards or its ability to meet its strategic objectives, they should inform the Regulator as soon as possible.

## **Considerations**

Registered providers are domestically-focused organisations with limited direct trading exposures to the European Union and may be less directly affected than other sectors of the economy. Nevertheless, the final terms of the exit from the EU could affect them as a result of their place in the UK economy, their reliance on the financing and housing markets, and their labour and supply chains. Some of the possible exposures the Regulator has identified based on its analysis and contacts with registered providers and sector stakeholders are set out below. Providers may have identified other risks to their businesses.

### ***I. Deteriorating housing market conditions***

The BoE's suggestions include a fall in house and land prices of between 14 and 33%, and a further decrease in the volume of transactions. As the Regulator has been flagging for some time, larger providers are increasingly exposed to the housing market to provide cross-subsidy for social development and as part of multi-tenure developments.

Falling house and land values would reduce profitability and potentially crystallise impairments, while lower transaction volumes would increase working capital requirements and decrease cashflow. Valuations for security purposes could also be adversely affected, though these are more closely tied to ongoing rent levels than the market.

### ***II. Interest, inflation and currency risk***

The BoE's no-deal scenarios include an increase in inflation to a peak of 4.25 to 6.25 per cent, largely as a result of weaker sterling. This could be accompanied by an increase in the base rate to a peak of 1.25 to 5.5 per cent. New, refinanced and floating rate debt would all be adversely affected by an increase in LIBOR or gilt rates. Inflation is broadly mitigated by the resumption of rent indexation in 2020/21.

### ***III. Access to finance***

While the BoE considers a no-deal Brexit is unlikely to precipitate a financial crisis such as that seen in 2008, and the sector currently has substantial cash and undrawn facilities, there is potential for credit availability to become tighter if banks and institutions become more risk-averse. In the short term this could have severe effects on individual providers looking to draw or arrange new facilities, while a long-term tightening of the market could restrict providers' ability to develop.

#### **IV. Availability of labour**

Areas identified as potentially being impacted by labour shortages in the short to medium term, should those materialise, are in construction and care with over 10 per cent of the current workforce being EEA nationals. Labour shortages would probably create differential inflation, with labour costs rising more quickly than rental income, and reduce development. In a more severe scenario, ongoing maintenance and care standards could also be affected. Arrangements are in place for current EU nationals to apply for settled status, allowing them to continue to work in the UK after EU withdrawal.

#### **V. Access to materials and components**

The UK has a net deficit in building materials with the EU. While most basic building materials are available on the UK market, there may be some reduction in availability. However, some engineered products (providers suggest boilers, lift components and parts for district heating systems) are sourced from EU suppliers and are not readily stockpiled. This could result in some major repairs taking longer than usual to complete. Providers should also be aware of the need for appropriate, UK-recognised safety certifications to be in place to maintain insurance cover, in line with the MHCLG guidance available here: [www.gov.uk/guidance/construction-products-regulation-if-there-is-no-brexit-deal](http://www.gov.uk/guidance/construction-products-regulation-if-there-is-no-brexit-deal).

#### **VI. Access to data**

There is potential for providers to find that they are unable to access their own data (which may be business-critical) if it is located outside the UK. This might be because they are using cloud-based data storage, or because the third parties with whom they contract, hold their data outside the UK. As part of their stress testing and scenario planning, it may be necessary for providers to establish where all key data is held. Further information is available from the Information Commissioner here:

<https://ico.org.uk/for-organisations/data-protection-and-brexit/data-protection-if-there-s-no-brexit-deal/>.

Exposure to these risks varies largely depending on the scale of individual providers' development commitments and financing requirements; the greatest financial impact would be from a sudden housing market downturn. Mitigations of a no-deal Brexit scenario would primarily involve provider Boards identifying the crystallisation of their risk exposures and taking timely corrective action. Key mitigations in larger providers might include controlling development commitments, liquidity monitoring and supply chain management.

It is important to note however, that overall, the regulator's assessment is that, with appropriate preparation and effective mitigations in place, providers can successfully manage the potential impact of leaving the EU even if that is not on terms which government is seeking to achieve. Providers should contact the Regulator in the event that they identify material risks that exceed their mitigation strategies and could cause non-compliance with the Standards. We continue to monitor the sector's financial position through the quarterly survey and the level of risk in the operating environment. We will issue further communication as necessary.

Yours faithfully



Fiona MacGregor  
Chief Executive



Chartered  
Institute of  
Housing

# What you need to know about how Brexit might affect housing, housing demand and immigration

July 2018



Agenda page 59



# What you need to know about how Brexit might affect housing, housing demand and immigration



Chartered  
Institute of  
Housing

Britain is due to leave the European Union next March. What will be the impact on housebuilding, housing demand, immigration and other housing-related issues? Here are the main points that you need to know. Our 2016 [what you need to know on Brexit](#) focused on immigration. This one takes a wider view.

## What are the key stages in the timetable for leaving the EU?

Few things are yet known for certain except the date for leaving the EU (29 March 2019) and the transition period expected to follow this and to end on 31 December 2020 (but may last longer). During the transition, details of the UK's long-term relationship with the EU will be resolved. But it may not be long enough. The [Institute of Government](#) says that the government 'will soon have to make a choice: a messy Brexit in December 2020 or buying more time to do the job properly'.

While the main European Union (Withdrawal) Act 2018 has passed through parliament, much further legislation has still to be introduced, including an important trade bill. A proposal for Britain's trade relationship with the EU is the key feature of the government's July white paper, [The Future Relationship between the European Union and the United Kingdom](#), but this has yet to be agreed with the EU27 (the remaining EU countries). On immigration, progress has been made on the status of EU nationals living in or coming to the UK, but there are important details yet to be resolved. Only a few key principles of a planned, post-Brexit immigration policy have yet been decided.

In Northern Ireland, the big outstanding issue is the border with the Republic and the implications for the Belfast/Good Friday Agreement, although all sides have agreed that the solution will not involve a 'hard' border and this is confirmed by the European Union (Withdrawal) Act.

Scotland, Wales and potentially Northern Ireland will also be affected by the further devolution of powers set out in the Act, which Scotland (but not Wales) opposed as insufficient. Scotland was, for example, considering asking for [devolved powers over immigration](#).

Negotiations will now proceed 'at pace' in order to reach agreement with the EU27 by the Autumn. According to the white paper, this means "finalising both the Withdrawal Agreement and the framework for the future relationship (the 'Future Framework')."

## How does Brexit affect the economy, public services and housing?

### How does Brexit affect the economy?

Because so much is still undecided, it is impossible to say with any certainty what the economic effects of Brexit will be, but the indications are pessimistic. An official cross-Whitehall briefing [published in March](#) suggested that there could be as much as 8% less economic growth if the government pursues a 'hard' Brexit, although with a lower reduction (2%) if the UK were to pursue the 'softest' Brexit by having a close trading arrangement with the EU, like Norway's. A middle route, a free trade agreement with the EU, would reduce growth by 5%. All parts of the UK would be affected, with the worst effects being in Northern Ireland, the North East and the West Midlands. A detailed examination of the effects of reduced trade with the EU [shows](#) that places like Flintshire, Sunderland, Telford, Derbyshire and Luton could suffer economically from Brexit.

### How does Brexit affect public services?

So far, although the [Scottish](#) and [Welsh](#) governments, the [Mayor of London](#), the core cities and some of the bigger combined authorities have commissioned work on the impact of Brexit, most of local government is still preoccupied with managing budget cuts and





coping with changes such as the retention of business rates. Yet as this briefing shows, Brexit brings many challenges that councils will soon have to face.

The official verdict from the government's Office for Budget Responsibility is still that 'the impact of Brexit on the public finances is complex and uncertain'. Yet on the first anniversary of the signing of the notification to leave the EU, the prime minister promised a 'Brexit dividend' for public services, with more money to spend on the NHS and schools. She referred to this again when announcing extra funding for the NHS in June 2018. The problem is that while payments to the EU will fall after Brexit, tax revenues are likely to fall even more. That is the government's official position, because it has accepted the OBR's forecast that the public finances could lose £15 billion a year. It is clear that even if this is wrong and there is a 'Brexit dividend,' it will be a small one.

The middle scenario in the cross-Whitehall briefing mentioned above would lead to a 3% cut in national income. At present, the Chancellor is allowing some temporary increases in public spending to take place, but with a further freeze after 2022/23. Capital investment will increase slightly over this period, but spending on day-to-day services will continue to fall. These budgeted figures will presumably have to be revised further if more pessimistic Brexit economic forecasts are proved correct. For example, the University of



Cambridge's Centre for Business Research [has questioned the accuracy](#) of Treasury forecasts and suggested there will be further cuts in income for public services.

### How does Brexit affect central government?

Whitehall is grappling with the 'biggest and most complex task in its peacetime history'. There are at least two big issues here apart from the Brexit negotiations themselves. One is the preparation needed for implementing Brexit: the government has been criticised by the [Institute for Government](#) for not putting enough resources into this. For example, the workload in clarifying the status of 3.5 million EU nationals living in the UK is huge. All of the issues covered in this briefing require civil service time to resolve them.

The second is that because Brexit is consuming huge amounts of government time it is slowing down or preventing work on other important issues. In housing, for example, much of the white paper published in January last year has still not been implemented.

### How does Brexit affect the housing market?

Brexit is only one factor in the state of the housing market, along with factors such as interest rates, unemployment and whether real incomes are rising. As the [UK Housing Review 2018](#) pointed out, the UK is now one of the poorer-performing advanced economies. Interest rates are rising slightly, unemployment remains low, but real earnings are falling and inflation is expected to fall too. The Review suggests house prices will rise by just 1% in 2018 and 2% in 2019. The number of sales will stay around 1.2 million annually, better than the post-slump years but well below levels in the early 2000s. However, the market remains sensitive, for example to job cuts or fear of job cuts, post-Brexit. There are already [reports](#) of Brexit putting a ceiling on London house prices.

If Brexit leads to lower migration, could this also affect house prices? The government has published rather [outdated research](#) which purports to show that migration drives up prices. However, in practice the factors determining price rises and falls are much



more complex: CIH has shown that there is [no clear link](#) between migration levels and prices; the general state of the economy has a much stronger influence.

So far, Brexit appears to have had little effect on housing output. Across the UK, housing starts were 9% higher in 2017 than in 2016, although starts have fallen continuously since the first quarter of 2017. In line with forecasts of the number of sales, it seems likely that private housebuilding will flatline in the near future with any growth coming from the social sector.

### How does Brexit affect social housing investment?

Housing and local government spending in Scotland, Wales and Northern Ireland is affected by overall decisions on spending made in Whitehall, but with detailed decisions made by the devolved administrations (currently complicated by the suspension of the Northern Ireland Assembly). All of these depend on the changing outlook for national income as the impact of Brexit is felt.

In England, MHCLG currently sees its revenue budget for housing stay much the same over the four-year period ending in 2019/10, but its capital budget will double. Most of the extra capital spending will go into Help to Buy, however. Local government spending will fall by one-third.

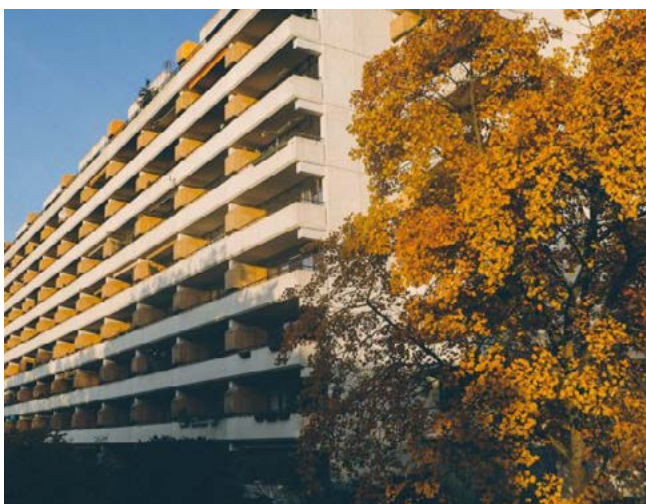
Another factor is that, across the UK, housing investment is boosted via the European

Investment Bank (EIB) and EU structural funds. EU structural funds benefit the devolved administrations, especially Wales, more than they do England. The EIB last year invested £1 billion in UK social housing projects. Housing Europe has published a [briefing](#) on the implications of Brexit, including a discussion of whether UK access to the EIB could be maintained. The LGA has called on the government to provide [an alternative funding source](#) if EIB money is no longer available. This is one of many issues on which decisions are still pending.

## Could housing gain from reduced 'red tape'?

One of the main arguments for Brexit is that it means coping with less 'red tape'. This has downsides (see below), but there are upsides too:

- End of EU procurement rules. This could mean more freedom in the longer term but in the meantime the public sector will still have to comply with the Public Contracts Regulations 2015. If the UK negotiates new trade agreements or stays in the European Economic Area like Norway, it will still need similar procurement rules covering openness, fairness, transparency and non-discrimination. If the UK does get more freedom, changes to procurement rules might, for example, allow tenders to be restricted to British firms. Existing rules do, of course, already allow (and require) social value to be taken into account, as CIH has [already advised](#).
- End of EU state aid rules. These rules have affected the social housing sectors in Sweden, France and the Netherlands, and forced policy changes. So far this has not happened in the UK. However, the government has said that state aid rules will continue to apply after Brexit, in the same form as the EU rules.





- End of EU taxation rules. The UK could in theory change how VAT applies, for example it could create new zero-VAT categories, such as for home insulation or repair, which is something the housing lobby has regularly asked for in the past. No indication has yet been given of any VAT changes.
- End of EU employment law. Potentially, regulations such as the working-time directive and rules about disability and discrimination could change, but any changes will be controversial. Also, the UK will remain subject to the European Court of Human Rights and will retain its Human Rights Act, since these rights are administered separately from the EU and their protections will remain.
- End of compliance with EU statistics rules? The UK will cease to be a member of Eurostat, which collects EU statistics, but not necessarily of the European Statistical System which sets the rules on which national statistics are compiled. Even if we leave the ESS, the UK Statistics Authority is likely to continue to comply with international rules, such as those that decide how 'public bodies' are defined for accounting purposes. These rules have recently affected UK housing associations.

In the longer term, therefore, there may be changes and – depending what they are – some could be helpful to housing organisations. But any changes are not expected until 2021, at the earliest.

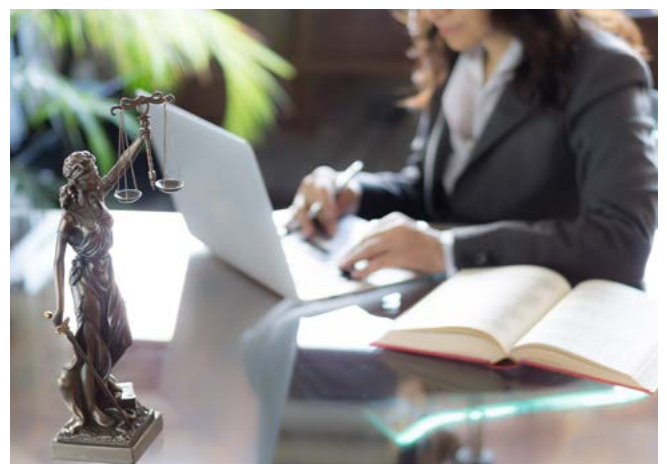
### **What about EU regulations that are still needed?**

A huge range of regulations are set by the EU and will have to be administered within the UK in future: some 19,000 EU rules currently require 34 agencies to implement them. Big issues to be decided include the government's objectives for regulation, the agencies it will use, the rules themselves, how much they depart from EU rules, and mechanisms for reviewing them in the future. The UK may stay inside some EU bodies in order to avoid creating new ones.

Housing is affected by regulations to do with the environment, climate change, health and safety, construction materials and more. Taking rules on environment and climate change as an example:

- Material standards and energy consumption rules in making materials (for example, for construction) will be covered by a common 'rule book' between the UK and the EU. How will this be enforced and updated in practice?
- UK targets for reducing carbon emissions are already written into UK law, but will they be revised if the EU decides to toughen its requirements (e.g. to comply with the Paris Climate Agreement)?
- Who will ensure that the UK complies with new requirements? There is already an argument about whether the body that the government sets up to administer environmental standards will be advisory or will 'have teeth'.
- Revising regulations often depends on complex research, currently carried out by the EU. How will this be done in future?

Criticism of government proposals for environmental regulation [from the UN](#) have suggested that the government will not meet its promise to deliver a 'green' Brexit. Attempts in parliament to strengthen environmental regulation and ensure that similar standards to those of the EU are enforced in future, were defeated.







# Brexit and the building and social care industries

## How will leaving the EU affect the supply of building materials?

The UK will have a strong interest in staying in line with the EU standards on construction materials as almost two-thirds of such materials are imported from the EU, and the same proportion manufactured here is exported to the EU. A significant issue is the levels of tariffs that will apply to imports after Brexit, which depend on the nature of any trade agreement. Clearly, higher tariffs will raise construction costs which, of course, have already risen since 2016 because of the slide in the value of the pound.

In theory, the UK might try to use more British materials post-Brexit, perhaps enforced by limitations in contracts (if procurement rules change – see above). However, not all materials can be produced locally, for example 92% of softwood timber used in the UK is from the EU.

Of course, building materials are just one issue in the wider question of how Brexit will affect trade to and from the UK. The East of England European Partnership has issued a [briefing](#) on this for local authorities and others.

## How will leaving the EU affect building industry labour?

The latest [official evidence](#) is that EU nationals account for about 7% of the UK's construction workforce. In [London](#), 28% of building industry workers are from the EU and the proportion of EU workers in building repair is even higher. However, the [HBF Workforce Census 2017](#) recorded 18% of the workforce being from EU countries; for London, the figure was 50%. There is already a shortage of building workers, in part caused by the weakness of the pound, as evidenced by the problems Southern Housing [says it has had](#) in maintaining its new build programme. The construction workforce is also aging, and compared with UK workers those from abroad are much younger.

If UK membership of the single market is ruled out, the flow of migrant workers looks uncertain. Given that there is already a massive skills shortage, labour supply problems look likely to get worse unless new rules allow for migrant workers in the sector. The problem is that building requires skills at all levels. The government is investing in construction apprenticeship schemes, intended to pay off in the long term, but 86% of construction employment is in small/medium businesses who may be ill-equipped to take on training responsibilities.

In the medium term the industry has to argue both for a construction-friendly post-Brexit immigration policy and to invest in greater and more effective off-site construction. Yet construction professionals have not so far been added to the UK's list of shortage occupations for migration purposes. Entry to the UK for lower or unskilled workers will depend on new rules which have yet to be published (see below), and one-third of non-UK building workers are general labourers. Employers have argued that current employee-sponsorship arrangements in other sectors would not work in the building industry where self-employment is much more prevalent than in other sectors.





### How will leaving the EU affect social care?

There is already [a crisis in social care](#), likely to be made worse by Brexit, especially [in London](#) where 13% of care workers come from the EU. The King's Fund [points out](#) that the sector already has an estimated vacancy rate of 6.6% and overall turnover of 27.8%. About 7% of care staff nationally are EU citizens. Projections from the [Nuffield Trust](#) suggest a shortfall in England of as many as 70,000 social care workers by 2025 as a result of Brexit. Charities [have called for](#) an overall review of the impact of Brexit on social care, including not just staffing but funding of medical research and rights of disabled people. The care sector faces similar challenges to the construction sector if post-Brexit immigration policy favours high-skilled migrants (see below).

## Brexit, migration and housing demand

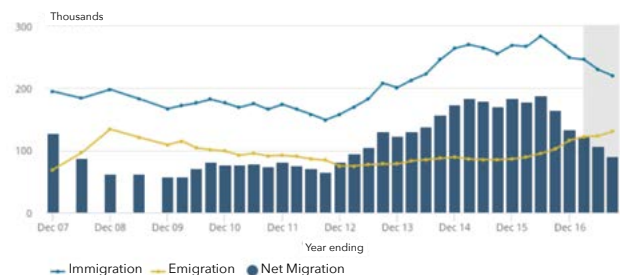
### How does leaving the EU affect migration patterns?

The referendum result has already had an impact on migration patterns. Net migration of EU citizens fell by 75,000 over the last year, returning to the level seen in 2012. For the first time in recent years, it is less than non-EU migration. This may be a result of several factors, apart from response to the referendum result, e.g. the fall in the value of the pound (and therefore of someone's earnings here), uncertainty about the future status of EU citizens and perceptions about increased hostility towards migrants, for example higher levels of [hate crime](#).



However, there are still more EU citizens coming to the UK than leaving, as the chart shows.

### Long-term migration to and from the EU



Source: Long-term International Migration, Office for National Statistics

Apart from new migration, there are nearly three million citizens of other EU countries already living in the UK (excluding those who already have UK citizenship). Some 70% have lived here for more than five years. It seems likely that all of those already here will be allowed to stay. But if significant numbers decide not to, it will create severe problems for the building and social care sectors, where many are employed.

Current residents can now apply for 'settled status' in the UK. Local authorities believe they need [extra resources](#) to help EU nationals through the process. The Migration Observatory reports on which groups of EU citizens [will have the most difficulty](#) proving their settled status – among these are very long-term residents, those without digital skills and those who incorrectly believe they are ineligible. Groups such as the up to 200,000 Roma people living in the UK [may have particular difficulties](#). And if EU nationals decide to apply for full UK citizenship, here are some of the [barriers they face](#).

### How will leaving the EU affect demand for new housing?

If EU migration falls significantly, this could affect projected household growth and therefore future housing demand. Across the UK, in any one year, about half of new migrants are from other EU countries. In England, net migration (the difference between numbers coming in and going out) accounts for 37% of the projected growth in numbers of households over the next 25 years, and hence demand for



extra homes. In Wales, Scotland and Northern Ireland, in contrast, migration is projected to have little impact on household growth.

The current household projections were made before the referendum. The next set of projections, due in September 2018, will be based on 2016 population data but will still be an uncertain estimate of the effects of Brexit, particularly since post-Brexit immigration policy is not yet known.

### **How might immigration policy change, post-Brexit?**

At the moment, the UK is obliged to follow 'free movement' rules which give workers and other categories of EU citizen the right to move across the EU and also to have access to benefits. Both main parties are committed to ending 'free movement', although it is still unclear whether some aspects of it will have to be retained, depending on the UK's future trading relationship with the EU, still unresolved. 'Free movement' will in any case continue until 2021.

The government is due to produce a white paper on future immigration policy later this year, following a report by the Migration Advisory Committee expected in September. Until then, any discussion is speculative. However, the government has indicated that it may look to focus policy on attracting high-skilled migrants, as it does for migrants coming from outside the EU, imposing income thresholds that deny entry to those with lower skills. According to [IPPR](#), 87% of social care workers would not meet current income thresholds. There is likely therefore to be considerable debate about shaping immigration policy to meet the needs of different sectors, including building and social care. Business has [called for](#) the government to recognise Britain's dependence on EU workers and to publish its policy urgently. Among regions already affected by a loss of EU workers, Northern Ireland [has recorded a fall of 26%](#) since the referendum.

### **How does demand from EU migrants affect social housing tenancies?**

Most new EU migrants enter the private rented sector and, even if eligible for social housing, are unlikely to get a housing allocation until they have been in the UK for several years. Overall, 15.9% of EU migrants are in social housing compared with 17% for UK nationals. In terms of new social lettings each year, in England only 4% go to nationals from other EU countries (and in other parts of the UK it is likely to be far fewer). If new rules were to deny social tenancies to new EU migrants, the effect on demand would therefore be very small (although it would be greater in areas where more EU migrants currently live).

## **What about eligibility for housing and benefits?**

The current rules on eligibility, based on 'free movement', are very complex, as can be seen by looking at the CIH/BMENA [housing rights website](#). They are not based solely on membership of the EU but of the [European Economic Area](#) (EEA), which includes non-EU countries like Norway and also extends to Switzerland. While nationals from these countries are generally able to enter the UK freely and, once resident, are eligible to apply for social housing, there are exceptions (such as job seekers).







The rules could become even more complex post-Brexit, if EU nationals living here before Brexit retain the same access to benefits and housing help as they do now, but new EU migrants have more restricted access. Already the rules are different for family members, and future rules could create further differences.

Various organisations are lobbying for simplified eligibility rules for migrants, post-Brexit, but it is not clear that this will be the outcome – and the complexity could easily get worse.

### **What about British nationals living elsewhere in the EU?**

If negotiations do not protect the position of the 1.2 million UK nationals currently living in other EU countries, some of them may return, putting extra pressure on services here. Many may not at first be able to demonstrate they are [habitually resident](#) in the UK and will not be eligible for a housing allocation. If the government were to change the rules (e.g. in response to an influx of retired UK nationals) this might create considerable pressure on housing resources.

### **What about checking EU nationals' documents?**

All applicants for social housing have to comply with the eligibility rules in the different UK administrations. In England, there are requirements to make 'right to rent' checks on the documents of those applying for lettings from private landlords (and from housing associations where they make their own allocations). At the moment, any citizen of the EU or the wider EEA is not covered by the 'right to rent' legislation and has an automatic right to rent regardless of their work or benefit status (however, a document check is needed for all applicants to ensure they are UK or other EU nationals). It is not yet clear if the present exemption for European nationals will continue, or if some or all will in future have to prove their 'right to rent'. If these checks are extended to Scotland, Wales or Northern Ireland at some point, the same will apply there.

## What happens next and how should housing organisations respond?

Changes in the various rules discussed here are likely to take several years. This is because the political negotiations are still by no means complete, and then time will be needed to produce a range of new rules, for example on immigration. In the meantime, much will stay the same. For example, EU citizens will continue to be able to enter the UK and be eligible for benefits and to make a housing application or seek homelessness help, as they can now. Labour supply issues in the building and social care sectors will probably be affected as much by economic and personal factors as by potential changes in the rules. Whether in this interim period net migration from the EU will continue to fall is impossible to project, even more so the long-term effects on housing demand.

The housing sector can be most active in planning for shortages of construction labour and possibly of materials. Apprenticeship schemes, use of off-site construction methods and helping to lobby for favourable immigration rules for building industry workers are measures that should be considered.

### **Further information**

Keep up to date with Brexit and housing on the [CIH Brexit page](#).

Learn about developments in the rules on housing and migration through the comprehensive information and guidance on the CIH/BMENational [housing rights website](#).

Find out when document checks are necessary from our [what you need to know](#) about housing associations and the right to rent.

Read the CaCHE briefing on [Brexit and Housing](#).

## Contractor Risk Assessment on Leaving the EU

## Annexe 3

Contract Area: 1. Repairs and Private Sector Adaptations						
Risk Area	Likelihood	Impact	Risk Score	Notes	Mitigating Actions by Contractors	Mitigating Actions by EDDC
Labour	1	1	1	No risks identified unless impacted by staff moving into other construction/ transport areas experiencing shortages.	To monitor	To liaise with contractors as appropriate
Data	1	1	1	No risks identified – all data identified held in UK.		
Materials	2	2	4	Contractors are making contingency plans to ensure continuity of supply.	Holding additional supplies; dual sourcing of materials; checking own suppliers have plans in place; forward ordering.	To monitor with contractors
Fuel/ transport	2	3	6	Contractors would be impacted by restrictions on fuel and do not feel able to mitigate this risk, as they would not be priority users.	Where materials sourced from Europe, looking at how to avoid port congestion.	Monitor national position - risk of significant disruption is assessed as low at 6/3/19. Participate in national Emergency Plan for Fuel if instigated.
Insurances/ Compliance	1	2	2	No risks identified for insurance. Low risk identified by one contractor for compliance.	One contractor seeking compliance with international standards for products.	To liaise with contractor
Costs	2	2	4	Materials pricing identified as a risk area by 2 contractors. Development programmes may be under pressure due to change in house prices and labour costs.	As for materials above.	To monitor price increases, could impact on budgets
Contract Area: 2. Computer Systems						
Risk Area	Likelihood	Impact	Risk Score	Notes	Mitigating Actions by Contractors	Mitigating Actions by EDDC



## Contractor Risk Assessment on Leaving the EU

## Annexe 3

Labour	1	1	1	One contractor identified some staff may return to mainland Europe but risk is to cost base, not labour supply.		
Data	1	3	3	No risks identified by contractors.		Continue to monitor/seek reassurances should any issues arise.
Materials	2	3	6		One contractor manufacturing electronic aids is holding more stock, and requesting distribution partners to stock more finished goods.	Continue to monitor/seek reassurances should any issues arise. Purchase additional equipment.
Fuel/ Transport	2	1	2	One contractor identified administrative processes slowing down in ports/ airports	Address any increase in lead times on raw materials.	
Insurances/ Compliance	1	0	0	No risks identified.		
Costs	2	1	2	One contractor identified possible price increases due to labour costs.		To monitor
<b>Contract Area: 3. Financial Assessments/Homelessness and Housing Advice/Support</b>						
Risk Area	Likeli- hood	Impact	Risk Score	Notes	Mitigating Actions by Contractors	Mitigating Actions by EDDC
Labour	1	0	0	No risks identified.		
Data	1	1	1	No risks identified.		
Materials	1	0	0	No risks identified.		
Fuel/ Transport	1	2	2		Any impact on fuel to transport staff mitigated by contact being made by phone and social networks.	
Insurances/ Compliance	1	0	0	No risks identified.		
Costs	1	1	1	No risks identified.		

Risk scoring	
Likelihood:	Impact:
Unlikely = 1	None = 0
Possible = 2	Low = 1
Very likely = 3	Medium = 2
Definite = 4	High = 3





**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** No

**Exemption:** None

**Review date for release** None

**Agenda item:** 14

**Subject:** **Rent Policy for Social Housing.**

**Purpose of report:** This report outlines the Government's position on future rent setting for social housing tenants. Following a period of rent reduction and a consultation exercise Government has confirmed a future rent increase of CPI + 1% for a period of five years.

There will also be a rent standard published by the Social Housing Regulator that will be applicable to local authorities.

**Recommendation:** **That future rent setting has regard to the national rent setting policy as set out in Rents for social housing from 2020 published by the Ministry of Housing, Communities and Local Government.**

**Reason for recommendation:** To ensure that our future rent setting arrangements and Housing Revenue Account Business Plan has regard to the national rent setting policy and rent standard.

**Officer:** John Golding – Strategic Lead Housing, Health & Environment, [jgolding@eastdevon.gov.uk](mailto:jgolding@eastdevon.gov.uk).

**Financial implications:** The current business plan assumes an increase of 3% from 2020/21 onwards with CPI + 1% currently equating to 2.8% (as at Jan 2019). CPI + 1% would add an estimated £480k of income assuming the current stock and void levels.

**Legal implications:** There are no current legal implications on which to comment.

**Equalities impact:** Low Impact

**Risk:** Low Risk

**Links to background information:** ) .

**Link to Council Plan:** Encouraging communities to be outstanding.

## 1. Rent Policy for Social Housing: from 2020 onwards

- 1.1 We have recently been advised that the Government published its response to the consultation on rents policy for social housing – <https://www.gov.uk/government/consultations/rents-for-social-housing-from-2020-to-2021>.

This confirms that Government will proceed with the proposed rents policy for social housing from 2020/21, as set out in the consultation. This rents policy recognises the need

for a stable financial environment to support the delivery of new homes and the provision of good services to tenants, while also ensuring that tenants are protected from excessive real terms rent increases. In light of today's publication, Government has stated that they intend to work with DWP colleagues to remove the statutory provisions that apply limit rent controls.

- 1.2 The consultation, which ran until 8 November 2018, covered two key areas:
- implementing the Government's announcement in October 2017 permitting annual social housing rent increases of up to CPI plus 1% from April 2020, for a period of five years; and
  - bringing local authority registered providers within the scope of the Regulator of Social Housing's rent standard so that the welfare costs associated with local authority rents continue to be controlled in a proportionate way and that rent regulation is aligned between local authorities and private registered providers.
- 1.3 The Government has said that it is grateful to everyone who replied to the consultation. Overall, most consultees supported the approach set out in the consultation, but a number of helpful changes were suggested. As a result, the Government has made the following changes to clarify:
- the definition of specialised supported housing to ensure practical operation;
  - the definition of "existing tenant" for the purpose of calculating the maximum rent on Affordable Rent property;
  - the circumstances in which Affordable Rent may be charged; and
  - the calculation of the '2020 limit' regarding the transition from the Welfare Reform and Work Act to the new rent standard to ensure that landlords are not disadvantaged unintentionally where they have re-let properties during the final year of the social rent reduction.
- 1.4 Alongside its response to the consultation, the Government has also issued a direction to the Regulator of Social Housing, which requires the Regulator to set a new regulatory standard on rent, to apply from April 2020. A link to this direction and the accompanying policy statement - is here <https://www.gov.uk/government/consultations/rents-for-social-housing-from-2020-to-2021>.
- 1.5 In terms of next steps the Chief Executive of the Regulator of Social Housing, will be writing to local authority Chief Executives shortly setting out the Regulator's proposed approach to regulating rent and highlighting its forthcoming consultation on the post 2020 Rent Standard. This will be followed by further detailed information from the Regulator about its planned data collection arrangements, reflecting the discussions with local authority members of the Central Local Information Partnership Housing Group.
- 1.6 I have appended a useful briefing note in **annex 1** produced by CAPITA and the current Rent Standard in **annex 2**.

## Briefing:

Social Housing Rents from  
2020/21 - Update

February 2019



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## 1. Background

In the 2013 spending review it was announced that social housing rents would increase by the consumer price index (CPI) + 1%. The Guidance on Rents for Social Housing brought an end to property rent convergence a year earlier than anticipated by the self-financing settlements and as local authorities were moving to formula rents over the restructuring period, before most properties had converged. The revised arrangement was set to run for 10 years (to provide certainty in rents to social landlords) commencing in 2015/16.

The Welfare Reform and Work Act 2016 aimed to reset the levels of rents in the social housing sector, relative to private rents. This involved reducing social and affordable rents in England by 1% a year for 4 years from April 2016.

The Act effectively suspended the previous social rent policy guidance. Instead of ongoing rent increases of CPI + 1%, landlords of social housing were expected to reduce rents by 1% from 2015/16 levels each year for a period of four years (to 2019/20). Brandon Lewis, Housing Minister at the time advised the Commons Select Committee that he assumed reversion to previous guidance (CPI + 1%) from 2020/21. This was confirmed by Theresa May in October 2017 for the period up to 2024/25.

Despite the end to the process of convergence, formulaic calculations for each property were prescribed in the regulations alongside provision, where rent convergence had not been reached, for new tenancies to be let at formula rent.

Provision is also made for exceptions (dwelling type) and exemptions (provider) in the regulations. Exceptions for 2016/17 included sheltered homes and hostels, where it is assumed that the formula rent will increase by CPI + 1% regardless of whether the actual rents are increased at this rate. Some properties were excepted throughout the rent reduction period including PFI properties and domestic violence refuge accommodation.

Consultation on rent policy from 2020 was issued in September 2018.



## 2. Government Response to Consultation

In February 2019 the Government published its response to the feedback received following the consultation of its rent proposals. The response was accompanied by a Rent Policy Statement and a Direction on the Rent Standard 2019 (being the statutory instrument requiring the regulator of social housing to set a Rent Standard that complies with the policy).

The Policy Statement on rents for social housing largely confirms the changes proposed in the Consultation Paper and included in the Draft Policy Statement. There is some additional explanation in relation to three areas:

- The application of the rent flexibility level
- The “2020 limit” i.e. the base rent for applying the 2020/21 increase
- Clarification of the restrictions on rent increases for affordable housing re-letting.

For ease of reference the key changes to previous arrangements are set out below

### 2.1 Regulation and Policy

The significant change to previous regulation is the inclusion of local authority housing within the rent standard issued by the Regulator of Social Housing. The regulator is required by direction from the MHCLG to have regard to the Policy Statement.

The direction applies to low cost rental accommodation only as defined in the Housing and Regeneration Act 2008 (it does not apply to low cost home ownership).

For social rents, the principle of formula rents (to reflect size, value and location of a property) continues to be applied.

Landlords can use affordable rents (up to 80% of market levels including service charges) for new property supported by grant or retained receipts. They can also charge market rent for high income households (income > £60,000 pa) but these social tenants are outside the scope of this consultation.

The policy does not apply to

- Shared ownership low cost rental accommodation
- Intermediate rent accommodation
- Specialised supported housing
- Relevant local authority accommodation (see section 2.5 below)
- Student accommodation
- PFI social housing
- Temporary social housing
- Care homes

With the introduction of Universal Credit, not all local authority tenants will be covered by housing benefit subsidy payments payable to the local authority, so the Limit Rent (which limits the amount of housing benefit subsidy payable) will not control welfare costs. It is anticipated that the DWP will amend the Housing Benefit Subsidy Order to remove rent rebate subsidy limitation.

## 2.2 Flexibility Level

Landlords have flexibility to set rents for new social rent tenancies at 5% above formula rent (10% for supported housing, defined as that made available with support, to those requiring support and in accommodation designed or designated for support). Wording in the previous Draft Rent Policy Statement referred to using the flexibility in a “balanced way”. This has been replaced by the following

*“If applying this flexibility, providers should ensure that there is a clear rationale for doing so which takes into account local circumstances and affordability.”*

This change removes any previous notion that where the flexibility is used to increase rents for some properties a similar number should have reduced rents.

## 2.3 Annual Rent Increases

A CPI + 1% ceiling to rent increases from 2020/21 is confirmed with special arrangements for those providers who do not reset rents from April or where the property is re-let during the final year of reductions (referred to in the Rent Policy Statement as the ‘2020 limit’).

The baseline rent, for the purpose of applying the 2020/21 increase, in these two circumstances is:

- Where rents are not reset in April - the average weekly rent in the final year of rent reductions
- Where property is re-let during the final year - the average weekly rent in the final year since the accommodation was last re-let.

## 2.4 Social Rent

Where rents exceed the formula rent plus the flexibility, maximum increases will be CPI only until the rent is within the flexibility level and when re-let reduced to formula plus flexibility (subject to rent caps).

A registered provider may re-value where it has carried out major works that materially affect the value of the property (thus impacting on the formula rent). Although it is anticipated that this is only likely to arise in exceptional circumstances and not to reflect repairs, maintenance or kitchen / bathroom replacements.

Social rent cannot be converted to other rents unless there is specific agreement to do so or if the property is let to a high income social tenant.

## 2.5 Affordable Rent

CPI + 1% increases for existing tenants and not more than 80% of market rent for new tenancies.

Affordable rent cannot be converted to other rents unless the property is let to a high income social tenant.

## 2.6 Exemption (Exception) for Local Authorities

Exception is included for the categories shown in 1 above which, are covered by the existing Rent Regulations except for the new category of 'relevant local authority accommodation'.

This new category applies if the Secretary of State has agreed that it would be inappropriate to apply government rent policy to the accommodation because this would cause the authority unavoidable and serious financial difficulty. The process for application will be set out separately by MHCLG.

## 2.7 Information for Calculating Formula Rents

There are no changes to the mechanism for calculating formula rents.

The policy statement confirms:

- increases in the formula rent of 0.9% as a one-off exception for supported housing in 2016/17 with subsequent reductions of 1% until 2019/20.
- CPI + 1% increases for other exceptions including domestic violence refuge accommodation to 2020.
- (formula) rent caps for 2019/20 as follows:

Number of bedrooms	Rent cap
1 and bedsits	£141.43
2	£149.74
3	£158.06
4	£166.37
5	£174.69
6 or more	£183.00

The policy is to increase these caps by CPI + 1.5% in line with the previous arrangements for (formula) rent caps. Caps for 2019/20 are frozen at 2015/16 levels.

## 3. Contact

If you would like any further information or have any questions in relation to this briefing, please contact:

Jeremy Cookson E: [jeremy.cookson@capita.co.uk](mailto:jeremy.cookson@capita.co.uk) T: 07967 720857 or

Ian Green E: [ian.green@capita.co.uk](mailto:ian.green@capita.co.uk) T: 07973 397774 or

Keith Finch E: [keith.finch@capita.co.uk](mailto:keith.finch@capita.co.uk) T: 07717 583727

**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None



**Agenda item:** 11

**Subject:** **Housing Policy Note on the Mental Capacity Act 2005**

**Purpose of report:** This report presents the draft Housing Policy Note on the Mental Capacity Act 2005 for approval by the Board.

The Mental Capacity Act 2005 applies to anyone who has dealings with people who may lack capacity, and provides the legal framework for acting and making decisions on behalf of adults who lack capacity to make some decisions for themselves.

There are increasing numbers of vulnerable people living in the community whose mental capacity is inhibited by disease, mental ill health, injury, or disability, and the council has a responsibility to safeguard their interests in line with the statutory requirements of the Mental Capacity Act and best practice set out in the Code of Practice.

This policy will be applied across the Housing Services Department to:

- ) Facilitate the necessary decisions to be made in relation to council housing services, including homelessness.
- ) Ensure the best interests of individuals whose mental capacity may be in doubt.
- ) Minimise recourse to litigation.

**Recommendation:** **That the Board approve the attached Housing Policy Note**

**Reason for recommendation:** To provide a framework within which Housing Services staff operate to identify where mental capacity may be an issue, and the procedures to follow to establish this.

**Officer:** Andrew Mitchell – Housing Needs and Strategy Manager  
[amitchell@eastdevon.gov.uk](mailto:amitchell@eastdevon.gov.uk)

**Financial implications:** No financial implications

**Legal implications:** The legal implications are set out within the report. Legal Services will advise sign off on all court proceedings where mental capacity is an issue. This will be picked up through Equality Impact Assessments on each decision relating to any tenant.

**Equalities impact:** Low Impact

**Risk:** Medium Risk

The council is required to have up to date policies that reflect and reinforce current practice.

**Links to background information:** [Mental Capacity Act](#)  
[Code of Practice](#)  
[EDDC Safeguarding Policy and Procedures](#)

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

## **1. Introduction**

- 1.1 The Mental Capacity Act 2005 provides the legal framework for acting and making decisions on behalf of adults who lack capacity to make some decisions for themselves.
- 1.2 The Act applies to everybody who has dealings with people who may lack capacity, and particularly if they have a professional relationship with the person.
- 1.3 EDDC staff interact with residents and members of the public on a day to day basis across the range of its business and functions, often on complex issues requiring understanding and comprehension of the decision being made, and the implications of that decision.
- 1.4 Housing staff, in particular, are dealing with some of the most vulnerable people in our community, often on sensitive and complex issues which impact significantly on their current and future living and accommodation arrangements.
- 1.5 The council has a responsibility to safeguard their interests in line with the statutory requirements of the Mental Capacity Act. Any mental capacity issues need to be identified early in the decision making process so that arrangements can be made for the decision to be taken in the best interests of the individual.
- 1.6 By raising staff awareness of their obligations under the Act and identifying mental capacity issues at an early stage, we aim to minimise recourse to litigation for those who lack capacity and facilitate appropriate and timely decisions to be made.

## **2. The Policy**

- 2.1 Principles - There are 5 key principles in the Mental Capacity Act which will determine interactions with the customers of the Housing Services Department:

- ) A presumption of capacity
- ) Supporting individuals to make their own decisions
- ) The right to make unwise decisions
- ) Best Interests
- ) Least restrictive option for their basic rights and freedoms

- 2.2 Staff Awareness - Staff will be expected to have a general level of awareness of the 5 principles as part of induction, and to operate on the basis of presumed capacity.

They will also keep in mind that any apparent inability to understand or to make decisions may be due to incapacity, requiring further consideration of how to proceed. As part of

this, safeguarding issues should also be considered and discussed with the Safeguarding Champion.

- 2.3 Housing Procedures - Housing procedures will incorporate best practice by:
- ) confirming capacity at all appropriate opportunities (eg homeless applications, tenancy sign up)
  - ) giving customers the opportunity to nominate someone to act on their behalf
  - ) ensuring staff use simple plain language and different methods of communication
  - ) making multiple attempts to contact customers in different ways
  - ) offering practical assistance to aid communication and facilitate decision making
  - ) using all reasonable methods to maximise a person's ability to make a capacitated decision before determining that they are incapacitated.

- 2.4 Consideration of Mental Capacity Issues - No-one can be labelled incapable simply because they have a particular diagnosis or medical condition (e.g. a learning disability or dementia), and the test for incapacity (incorporating a functional and diagnostic test) must be applied.

The formal application of the 2 stage test is only likely to be needed in exceptional circumstances where all efforts to facilitate a capacitated decision being reached have been exhausted. The council's legal services will need to be involved if a formal assessment of capacity is being considered.

An assessment should be carried out when a person's capacity is in doubt in relation to a particular decision, not a range of decisions.

- 2.5 Process for Housing Staff - Where housing staff are unable to engage with an individual or they appear either unable to understand or to make the decision before them, mental capacity must be considered as a possible reason.

Where there is any concern about capacity, the relevant manager will be alerted to determine whether to involve other professional expertise at that stage (eg. legal/ health/social care).

The relevant Council staff with an existing relationship with the person will be involved as necessary to facilitate a decision in the best interests of the individual.

Every step of the process should be recorded on the appropriate system by the relevant staff so that the actions taken and sequence of events are clear.

- 2.6 Cases Involving Litigation - On reaching the stage prior to legal proceedings being instigated, the relevant manager and a member of the legal team will review the case to ensure that all opportunities to enable a capacitated decision have been provided.

If there is no alternative but to take legal action, a formal assessment of capacity will be requested from the relevant professional and the relevant legal process followed.

### **3. Action Required**

- 3.1 The attached policy note will form part of a range of Housing Policies approved by the Housing Review Board. It will be placed on the website and reviewed periodically to ensure it is up to date and relevant.

- 3.2 Staff in the Housing Services Department will be briefed on the policy and its application to their work. Any training needs will be identified and addressed as part of embedding the policy into current housing practice and procedures.
- 3.3 It is recommended that the Board approve the attached Housing Policy Note on the Mental Capacity Act 2005, **Annex 1**.





Report to: **Housing Review Board**  
 Date of Meeting: 28 March 2019  
 Public Document: Yes  
 Exemption: None

Review date for release: None

Agenda item: 15

Subject: **Review of Landlord Disabled Adaptation Policy**

Purpose of report: In 2017 Members agreed a revised landlord adaptation policy.  
 This report will set out a further review to the policy with a recommendation that going forward we review the policy every two years or sooner if there is a significant legislative need to review our position.

Recommendation: **(1) Members are asked to approve the revised Landlord Disabled Adaptation Policy to Council homes**  
**(2) Give delegated authority to the Acting Housing Service Lead in consultation with the Portfolio Holder for Housing for any minor amendments to the policy prior to its publication**

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. There is also the need to ensure that we are meeting our legal duties in relation to management of the stock.

Officer: Amy Gildert-Jeans – Acting Housing Service Lead, [agilbert-jeans@eastdevon.gov.uk](mailto:agilbert-jeans@eastdevon.gov.uk)

Financial implications: These are contained in this report.

Legal implications: The legal framework is set out in the policy annexed to this report and requires no further comment.

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 The Landlord Disabled Adaptation Policy was revised in 2017 and agreement was given that the policy should be reviewed every 2 years. The Policy provides a clear framework which sets out the Councils approach to providing adaptations for tenants or their household members to help them live independently at home.
- 1.2 We have consulted with tenants, staff and key stakeholders in order to test the policy and receive feedback in relation to the review. The revised policy is attached as **Annexe 1**.
- 1.3 We are continuing to see a growing demand for adaptations to our stock. It is not only residents within our sheltered housing stock that require such adaptations, we are also seeing an increased demand for adaptations to general needs housing.
- 1.4 So far since the start of the 2018/19 financial year we have received 327 requests for adaptations. These are a mix of formal statement of needs (received from Occupational Therapists) as well as Mobile Support Officer requests for adaptations to tenants homes (mainly minor adaptations). In total for the year 2017/2018 we received 353 adaptation requests, this again includes all major and minor adaptation requests.
- 1.5 We are finding the most common requests come from sheltered housing properties and are for wet room showers. We recognise that these adaptations could be considered when sheltered properties become void, this could prevent the demand coming in at a later point.
- 1.6 We are also continuing to assess rolling programmes (capital budget) to take a preventative approach to managing our sheltered housing stock. For example improving level access across sheltered housing schemes on a rolling programme would be particularly desirable in order to make the schemes more accessible to people with mobility needs from the outset.

## **2. Customer feedback**

- 2.1 On a day to day basis our policy has served us well providing a solid framework for providing adaptations and ensuring consistency. Individual cases can be extremely complex, particularly when a household has a number of family members with individual needs that need to be met. Strong partnership working with Occupational Therapists is vital and their presence at our internal adaptation panel meetings helps us manage these cases.
- 2.2 We have recently surveyed residents who have had an adaptation undertaken. In total 32 people responded to the survey asking for their views on the adaptation service we provide. The respondents reported high levels of satisfaction in all aspects of the service, from the quality of work to the communication between tenant and the housing department. The average scores for all aspects were between 1 and 2.2 with 1 being very satisfied and 5 very dissatisfied. Some areas which were mentioned as needing improvement were better communication during the work and the tidiness of the operatives.

## **3. Policy**

- 3.1 Although some minor changes have been made to the policy, the principle of continuing to adapt properties (where appropriate) to meet tenants needs remains the same.
- 3.2 Changes to the revised policy include;
- An additional clause to recognise adaptations that might be required as a result of a hospital discharge. We will always attempt to prioritise such cases where practical to do so although we can never guarantee all needs can be met and any adaptations required will be reviewed on an individual basis by the Adaptations Officer.
  - We have increased the minor adaptation cap from £1000 to £1200, this is to capture rising costs of building works.
  - Installing wet room showers on all sheltered housing voids where a bathroom replacement is due.
  - Where major adaptations are required and it is deemed alternative accommodation could be considered, if after a period of 3 months alternative accommodation has not been secured the case will be reviewed again.
- 3.3 It is critical that we ensure an appropriate statement of need is in place for all adaptation requests that are likely to cost over £1200. The revised policy continues to ensure this is being consistently applied. It should be noted that a proportion of adaptations between £250 and £1200 may also require a statement of need. This is to ensure that the needs of the tenant/household have been fully considered and we are capturing everything that is required.
- 3.4 We have also re-iterated that properties currently in the Right to Buy process will not be eligible for adaptations.
- 3.5 We have once again taken the opportunity to consult widely with our Occupational Therapists (OTs) colleagues on this policy, their input has been particularly helpful in order to ensure we are joining up with regards to our approach to adaptations. On a day to day basis, excellent partnership working is underway between us and the East Devon OT team. These links are continuing to strengthen and we will continue to invite a representative OT to our Internal Adaptation Panel meetings in order to support us with internal decision making.

#### **4. Conclusion**

- 4.1 It is likely we will see demand for adaptations continue to rise as we see a continuing shift in national policy that encourages people to remain in their homes for longer. Our revised policy will continue to ensure we treat all requests consistently.

# **East Devon District Council**

## **Landlord Disabled Adaptation Policy**

**Purpose:** Our Policy is designed to work with strategic partners and communities to improve community well being. We will encourage our tenants to live in properties that are suitable for their needs and this may include transferring a tenant to a more suitable property. We will wherever possible help tenants to manage more independently by adapting their properties through minor and major adaptation works.

**Key Stakeholder:** Property and Asset Manager

**Date:** March 2019

**Version number:** 4.0

**Status:** Final Version

**Review Frequency:** Every two years

**Next review date:** March 2021

### **1 INTRODUCTION**

The purpose of EDDC's Landlord Disabled Adaptation Policy is to identify how we will encourage our tenants to live in properties that are suitable for their needs as well as helping them to live independently by adapting their homes through minor and major adaptation works.

### **2 POLICY STATEMENT**

EDDC's approach to dealing with requests for adaptations to our housing stock will be in accordance with this policy. We are committed to encouraging our tenants and their household to live independently in the community by carrying out adaptations to their home or moving to a more suitable home when required.

### **3 SCOPE OF THE POLICY**

This policy recognises the impact adaptations in and around the home can have in helping someone with a disability to maximise their independence. The policy recognises that alternatives to the provision of adaptations will be explored with the tenant and their household, and wherever possible tenants will be encouraged to move to more suitable accommodation if necessary. It confirms our commitment to respond to meet the needs of our tenants as

these may change over time as well as effectively using our existing housing stock. The policy recognises that a disability can take many forms and can affect a person's ability to fully access and enjoy their home.

We have consulted with key stakeholders whilst reviewing this document including;

- Tenants
- Virgincare (Devon Integrated Children's Services)
- Care Direct Plus Team (East)
- Housing Officers

## **4 DEFINITIONS**

### **Adaptations**

An adaptation is an alteration or addition to any part of a dwelling which is provided in order to make it easier or safer for use by a person with a disability or mobility problem. This may be the tenant or a member of their household. Throughout this policy references to the tenant will include their household.

### **Disability**

A disability is defined as a physical or mental impairment which has a substantial and long term adverse effect on the ability to carry out normal day to day activities.

A person is defined as 'disabled' under the Housing Grants, Construction and Regeneration Act 1996 if;

- a) Their sight, hearing or speech is substantially impaired;
- b) They have a mental disorder or impairment of any kind; or
- c) They are physically substantially disabled by illness, injury or impairments that have been present since birth or otherwise,

Generally the impairment of the applicant must have lasted or is likely to last for at least 12 months.

### **Occupational Therapist (OT)**

A professional who works with a person who has a permanent or temporary impairment. An OT aims to help people perform daily tasks in their living and working environments, and to assist them to develop the skills to live independently.

**Statement of Need**

A document prepared by an OT and countersigned by the tenant which states the needs of the tenant and the adaptations required in the home.

**Minor Adaptation Request**

A document prepared by an OT, Healthcare Worker, Housing Officer which states the needs of the Tenant and the 'minor' adaptations required in the home.

**Child**

A member of the household under the age of 18.

**5 ADAPTATIONS IN GENERAL**

- 5.1 We work closely with colleagues in partner organisations involved in ensuring tenants can continue to live independently in our community.
- 5.2 Where minor or major adaptations are required to a property, adaptations will be considered so it is more suitable for a tenant to live in and help them to live independently. All adaptations provided will comply with current legislation.
- 5.3 Any adaption to a property that has been funded by the Council is owned by the Council and must not be removed by the tenant at the end of their tenancy. Any adaptation to a property provided by the tenant that is not portable/removable will become the property of the Council and must not be removed at the end of the tenancy.
- 5.4 The Council will set a budget for the provision of adaptations which will be reviewed annually. Adaptations that are carried out by the Council within the scope of this policy will normally be funded up to £30,000. Tenants or householders may need to contribute towards the cost of works over £1,000 and under £30,000. Cases may require assessment that will be based on an individual's financial circumstances.
- 5.5 Where tenants are prepared to fund any adaptations themselves (to speed up the process), we will encourage this subject to our written permission being obtained before any work commences. We will not withhold permission unless there are valid and substantial reasons to do so. Tenants will not be eligible to be reimbursed for adaptation works to their properties if they have already completed works. In such circumstances if permission has not be given, tenants may find themselves in breach of the tenancy agreement.
- 5.6 We will not progress adaptations in cases where we are seeking possession of the property because of a breach of tenancy conditions.

- 5.7 We will not make any adaptations to a property which has changed hands by way of mutual exchange for at least 12 months from exchange date, unless there are very significant changes in the tenants circumstances. Such cases require the approval of the Property and Asset Manager.
- 5.8 We will not adapt properties where tenants are on an introductory tenancy, unless there are exceptional circumstances. Such cases require the approval of the Property and Asset Manager.
- 5.9 We will consider adaptations to facilitate Tenants discharge from hospital; such cases will be reviewed by Adaptations Officer and will require approval of the Property & Asset Manager.
- 5.10 When providing adaptations for household members who are not named on the tenancy agreement, they must be registered as living at the property for council tax purposes and if aged over eighteen, they should be registered on the electoral role for that address.
- 5.11 Adaptations for a child will only be carried out at the main residence of a child who has a disability whose parents are separated. This is normally the residence of the parent who is in receipt of child benefit, if applicable for that child.
- 5.12 Where a tenant funds any major adaptations to their property we will refer them to our Permissions Process which in turn will refer them to our colleagues in Planning Services to check whether or not Planning Permission or Building Regulations are required.
- 5.13 When the budget for adaptations is fully committed in any one financial year, tenants will be put on a date ordered waiting list for adaptation works to commence in the new financial year.

## **6 MINOR ADAPTATIONS**

- 6.1 Minor adaptations are those which normally involve no structural alterations or additions to a property and do not exceed £1,200.
- 6.2 Minor adaptations where it is estimated work will cost less than £250 will not require an OT assessment and will be approved jointly by the tenant and the Housing Property & Asset team.
- 6.3 Minor adaptations where the work is estimated to cost between £250 and £1,200 may require an OT assessment depending on the work required. The

Property & Asset team will decide whether to refer the adaptation to the OT service.

- 6.4 If a tenant feels that they may require a minor adaptation to their home they should contact the Housing Repairs Service who will refer the case to the appropriate team. Where the tenant resides in sheltered housing, the Mobile Support Officer can assist with this process.

- 6.5 Examples of types of minor adaptations include (but not restricted to):-

**Visual impairment needs**

- Specialist internal lighting
- Audible alarms (fire/CO)
- Staircase adaptations e.g stair edging and nosings
- External lighting

**Access**

- Internal door threshold ramps
- Improved access and widened pathway to main entrance
- Door entry systems/automated doors

**Hearing impairment needs**

- Flashing doorbells
- Fire (smoke/heat detector) alarm alerts
- CO detector alerts

**Rails**

- Main entrance support rails
- Grab rails
- Newel post rails
- Hand rails
- Stair hand rails

**Kitchens and bathrooms**

- Window opening equipment
- Kitchen lever taps
- Kitchen cupboard handles
- Bathroom lever taps
- WC level flush handles
- Bath and WC grab rails

**General needs**

- Door and wall protectors
- Altering height of electrical sockets and switches
- Safety glass

This list is not exhaustive and any suitable and reasonable 'minor' adaptation will be considered if this helps the tenant to live independently.



- 6.6 We will agree at the outset a timeframe for commencement and completion of work with the tenant.

## **7 MAJOR ADAPTATIONS**

- 7.1 Major adaptations include extensive structural alterations such as extensions to properties that will normally cost between £1,200 and £30,000. The Council will not provide funding in excess of £30,000 for any adaptation. Any additional funding will need to be provided by a partner organisation, or the tenant unless agreed otherwise by the Housing Service Lead.
- 7.2 All adaptations estimated to cost between £1,200 and £30,000 will require an OT assessment and will require the completion of a Statement of Need from an Occupational Therapist. The Statement of Need also has to be signed by the tenant in order to agree the content and to progress an adaptation.
- 7.3 Adaptations are carried out to provide improved access in and out of the property and to help with access to facilities within the home. It may also provide the essential facilities themselves. Types of major adaptations include but are not restricted to:-
- Installation of ramps or widening door ways
  - Installation of improved lighting or adapting or providing a room specifically to make it safer for a disabled person
  - Provision of a stair lift/through floor lift
  - Provision of a level access shower
  - Adaptation of heating or lighting controls for easier use
- 7.4 Recommended adaptations will be considered on the grounds of reasonableness and whether practicable, taking into the account the type, age and condition of the property.
- 7.5 Where major adaptations works are not practical to a tenants home we will work closely with the tenant, our Housing colleagues and other agencies to find a more suitable property to enable the tenant to transfer. Tenants who choose to move may be entitled to a disturbance allowance when downsizing (moving to a smaller property).
- 7.6 Only in exceptional circumstances will an adaptation be carried out to a property where the tenant is under occupying or overcrowding their home, or are on the Council's housing register waiting for a transfer. Such cases will be agreed at the discretion of the Property and Asset Manager.

- 7.7 The Council has a large number of 'adapted' properties including ground floor flats and bungalows that are suitable for people with a disability. Generally the Council will not provide 'major' adaptations to family housing or any flat above ground floor, other than in exceptional circumstances. The Property and Asset Manager is required to approve any exceptional circumstance cases. These cases will be discussed and considered at the internal adaptations panel meetings (held every 2 months). Where appropriate, Officers will consider the application alongside the appropriate Occupational Therapist who will also be invited to attend the meeting.
- 7.8 Approval to works that exceed £1,200 will be carried out on the condition that:
- An Occupational Therapist completes an assessment and provides a Statement of Need form which demonstrates that the proposed adaptation is necessary and appropriate to enable access to essential facilities.
  - The Council has been unable to identify a suitably adapted property which it would be reasonable to expect the tenant to move to.
  - The proposed works comply with all Planning Permission, Building Regulation requirements and compliance regulations.
- 7.9 Where funding is required beyond the maximum of £30,000 to a property we will work closely with partner organisations and the tenant to ensure other long term options have been considered and other funding sources have been explored.
- 7.10 If a tenant purchases a mobility scooter or any aid to mobility that requires alterations to the outside of their home such as vehicular access, hard standings, pathways or the provision of a 'shelter' or electricity for charging the 'vehicle', then the tenant is required to fund these works themselves. The tenant should also request the appropriate permissions for such works to be carried out.

We will strive to provide generic storage solutions to sheltered sites within restrictions of budget and site layout. Such solutions should not be relied upon and tenants should still discuss with the housing service how they propose to store such items prior to purchasing them.

- 7.11 Once adaptations have been carried out at a property we will arrange for someone to inspect the works to ensure that the tenant is satisfied and that the work has been undertaken professionally and to the required standard, including cases where the tenant has funded the work themselves.

- 7.12 An annual programme to undertake servicing and maintenance of equipment such as stairlifts, lifting equipment and automatic sanitaryware will be put in place by the Council. The Council will meet the cost of all routine repairs and maintenance to any adaptations provided or adopted by them.
- 7.13 If any aids or adaptations have been wilfully damaged by the tenant, a household member or visitor to the property, the tenant will be recharged for any costs incurred for putting the property right.
- 7.14 On change of tenancies all sheltered properties will have a level access shower/wet room installed as standard if a Bathroom Refurbishment is considered a requirement as part of the void work; a bath will not be installed unless it is required to meet a specific medical need, by a Statement of Need and at discretion of/by agreement of the Property & Asset Manager.

## **8 ADAPTED HOMES**

- 8.1 In some cases we are able to provide suitable properties to enable tenants to move as an alternative to providing major adaptations.
- 8.2 The Property & Asset Team will work closely with the Senior Allocation Officer when a tenant/OT requests a major adaption to consider whether a move to suitable alternative accommodation is an option that can be considered within a reasonable timescale (within 3 months). If a move to alternative accommodation has not materialised after three months then the adaptation request will be reviewed, particularly in relation to safety issues and consideration will be given to adapting the property the Tenant currently resides in all at the discretion of/by agreement of the Property & Asset Manager.
- 8.3 Where it is considered that a move to other suitable accommodation would be possible, a priority banding will be given to the tenant to move through the Devon Home Choice scheme. It is possible to award a 'B' priority to help move a tenant quickly. This can be given as a result of a 'social need' or 'effective management of the housing stock'. Alternatively a direct match can be applied when a suitable property becomes empty.
- 8.4 Adapted properties that become available will be offered to those in greatest housing need for this type of property in accordance with the Devon Home Choice policy.
- 8.5 Where an existing adapted property may require further adaptations to meet the needs of a tenant transferring from their existing home, we will work

closely with partner organisations including the specialist Occupational Therapists to undertake any works required to minimise delays in re-letting. This may require the tenant to move prior to further adaptations being provided.

- 8.6 Where a Tenant has reversed an adaptation without permission then the adaptation must be reinstated at the Tenants own expense.
- 8.7 Adapted Homes will be exempt from the Right to Buy Policy in line with The 1985 Housing Act Schedule 5.

## **9 EXCLUSIONS**

- 9.1 We will not adapt a property which is subject to a Right to Buy application.
- 9.2 Other than in exceptional circumstances approved by the Property and Asset Manager an adaptation will not be carried out to a property where:
- (a) the tenant is registered with Devon Home Choice and waiting for a transfer or
  - (b) the property is under or over occupied or above ground floor.

## **10 RESPONSIBILITIES UNDER THIS POLICY**

In implementing this policy, EDDC's overall objective is to:-

- Ensure that all legislation is adhered to.
- Adhere to the terms that are set out in the Tenancy Agreement.
- Effectively investigate all permissions and enquiries relating to adaptations and ensure they are dealt with and the appropriate action is taken within a reasonable timescale.
- Ensure that all permissions and enquiries are recorded and monitored.
- Ensure that we focus on the needs of the tenant.
- Involve the tenant at each key stage of works.
- Fast track any cases where there is an urgent need to carry out adaption works unless to a property that is 'excluded'.
- Ensure that all work is carried out to the required specification and high standard.
- Provide clear information on accessing the service and ensuring this is available to everyone.
- Ensure that appropriate consideration has been given to the tenant's financial ability to contribute to the work.

## **11 PERMISSIONS/ENQUIRIES PROCEDURE**

11.1 All permission and enquiries relating to adaptations to a property are dealt with by our Housing Repairs Service which is based at the Council Offices Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ Telephone number 01395 517458. The adaptations team can be contacted directly via email at [adaptations@eastdevon.gov.uk](mailto:adaptations@eastdevon.gov.uk)

11.2 If an OT assessment is required the enquiry will be referred to Devon County Council to progress. A tenant can request the OT assessment by telephoning:

- Adult services: Care Direct on 0345 1551 007 or 0845 1551 007
- Childrens services: Virgincare 0330 024 5321

## **12 PROCESS**

12.1 The Property & Asset (adaptations) team will consider all requests for major adaptations or minor adaptations that require an OT assessment and the provision of a statement of need.

12.2 Our Maintenance Surveyors will consider all minor adaptations that do not require OT involvement, with support from the Property & Asset (adaptations) team.

12.3 All requests for an adaptation will be acknowledged within ten working days in writing, email or by text.

12.4 All adaptation requests will be considered and where necessary referred to the OT service for assessment. If required, a statement of need will be provided by the OT service to the Property & Asset (adaptations) team. Once this is received the tenant will be informed as to whether the Council will provide the recommended adaptation.

12.5 Our initial investigation following receipt of an adaptation request should take no more than ten working days but in the event that an officer has to contact other agencies for further information, the investigation may take longer to deal with.

### **13     LEGAL FRAMEWORK**

The Council has to operate within the framework created by legislation and its own strategies and policies.

References include;

- The Equality Act 2010
- The Care Act 2014
- Chronically Sick and Disabled Persons Act 1970
- The Housing Act 1985
- Housing Grants, Construction and Regeneration Act 1996

### **14     REVIEW OF POLICY**

East Devon District Council will review its policy on a two yearly basis or in light of changes to legislation, regulatory guidance, best practice and customer feedback. The next review is due March 2021



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 16

**Subject:** **Use of Shipping Containers in Social Housing.**

**Purpose of report:** Members have expressed an interest in learning more about the potential for using shipping containers as part of the Council's response to emergency accommodation and housing supply.

**Recommendation:** **Members are asked to note the information in the report.**

**Reason for recommendation:** To raise awareness of this alternative form of housing supply

**Officer:** Andrew Mitchell – Housing Needs & Strategy Manager  
[amitchell@eastdevon.gov.uk](mailto:amitchell@eastdevon.gov.uk)

**Financial implications:** The use of shipping containers would need serious consideration from a financial point of view with a full cost benefit analysis and scenario modelling carried out as well as considering the valuation and accounting implications.

**Legal implications:** There are no legal implications highlighted in the report which require comment.

**Equalities impact:** Low Impact

**Risk:** Low Risk

**Links to background information:**

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

## 1. Background

- 1.1 A number of Councils have been using shipping containers and porta cabins which have been converted to form self-contained living accommodation and are using them for emergency and temporary accommodation.
- 1.2 The surge in popularity of using shipping containers for temporary accommodation is a response to the rise in the number of rough sleepers and homeless applicants, the cost and reliance of using Bed & Breakfast and the lack of supply of suitable housing. The Councils who have taken this approach are mostly inner city Councils where rough sleeper numbers are high and the supply of affordable accommodation is low.
- 1.3 Shipping containers are proving popular for the following reasons:

- (1) Potential to reduce homelessness
- (2) Reduce reliance on Bed & Breakfast accommodation
- (3) Efficient use of space
- (4) Cost and time

## **2. Potential to reduce homelessness**

- 2.1 Ealing Council was one of the first local authorities to use shipping containers. The London borough has more than 2,242 individuals or families considered as homeless and in desperate need of accommodation. Changes to benefit rules along with steeply rising rents in the private sector have resulted in an increase in the number of people becoming homeless and turning to the Council for help. The average wait for a 1 bedroom Council property in the borough is 14 years and for a 2 bedroom property it is 21 years.
- 2.2 The Council now have two sites with shipping container housing. The first one, Marsden Court, contains 34 apartments which are a mixture of studio, one bedroom and two bedroom units with a capacity for 132 people. The second site, Meath Court, is a 60 apartment development again with a mixture of studio, 1 and 2 bedroom units with a maximum capacity of 288 people.
- 2.3 In Bristol a social enterprise 'Help Bristol's Homeless' has also been addressing the rising number of rough sleepers by providing converted shipping containers as accommodation. This has been funded through donations and good will of local people, the land has been leased by Bristol City Council at a peppercorn rent.
- 2.4 In the South West there are fewer examples. Cornwall Council have been looking into the use of containers but no firm decisions have been made. They have recently announced that they will be buying housing from the market to use as temporary accommodation as this better meets their need and will locate people in the right places. Sedgemoor were also considering it and featured on the local news however they have pulled out over a lack of sites available and demand (they only have 1 rough sleeper).

## **3. Reduce reliance on Bed & Breakfast accommodation**

- 3.1 Shipping containers are being used as an alternative to B&B accommodation and to house rough sleepers. The full costs of using B&B isn't funded by the Government and Councils are having to make up the shortfall. By using shipping containers occupants can claim housing benefit therefore making a saving to the Council.
- 3.2 The living arrangements in shipping containers are seen as better than B&B accommodation especially for families. There is a kitchen and bathroom and each apartment is a secure self-contained individual unit. This enables the occupant to live independently.

## **4. Efficient use of space**

- 4.1 The units are small and can be put on small areas of land making them ideal for high population urban areas where land is in short supply. Their regular shape means they can be stacked, linked and staggered. The units are robust and can be moved easily between sites. The re-purposed containers meet sustainability credentials.
- 4.2 The two example sites in Ealing were former council owned garage sites which had become run down and derelict, attracting anti-social behaviour. Planning permission was obtained for a 10 year period for the temporary accommodation. The site is earmarked for permanent development in the future.



- 4.3 In Cardiff four porta cabins are going to be built on a local charity's balcony to house rough sleepers. Three will be used for sleeping with the remaining one as a toilet/washroom.

## **5. Cost and time**

- 5.1 Depending upon bedroom size and internal quality a converted shipping container will cost between £25,000 and £35,000. The site in Ealing with 34 containers took 14 weeks to put together whilst the larger site took 24 weeks. There will also be the time and cost to secure planning permission to factor in.
- 5.2 The Ealing containers were manufactured, fitted and finished at a factory in Cornwall and then deployed to the site. <https://www.isospaces.co.uk/portfolio/bordars-walk-shipping-container-homes/>

## **6. Challenges and drawbacks**

- 6.1 Whilst there are many benefits including time, cost and flexibility there are also challenges and drawbacks to housing people in shipping containers. These are summarised below:
- There have been reports that the containers are cold and inadequately heated.
  - Whilst temporary in nature many people in the Ealing containers have been there for 18 months and have reported that they feel they are 'not living in a real home' and 'feel contained'.
  - There have also been problems with anti-social behaviour and residents not feeling safe as a result. Housing large numbers of people in a small area will result in anti-social behaviour especially if there are residents with additional support needs who lead chaotic lives.
  - Some re-purposed shipping containers have had problems and damage from previous rough handling and seawater. The previous use is also important as many containers may have been used to transport dangerous chemicals and biohazards.

## **7. Conclusion**

- 7.1 Shipping containers offer a quick, affordable, flexible alternative to housing people where demand is very high and supply of suitable accommodation and land is limited. However it does not provide 'a home' and is only ever a temporary solution.
- 7.2 Our response to the rise in homelessness within East Devon has been to purchase the HMO which will be used as temporary, emergency accommodation rather than rely on Bed & Breakfast. This will be a test base to see if this type of accommodation works and provides the stop gap that people need to help them move on.



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 17

**Subject:** **Garage Task and Finish Forum Update**

**Purpose of report:** For information.

**Recommendation:** **That this report be noted by the Housing Review Board**

**Reason for recommendation:** At the January Housing Review Board meeting, information was requested in relation to an update on the work of the garage Task and Finish Forum.

**Officer:**

Paul Lowe, Housing Enabling & Allocations Manager  
[pjlowe@eastdevon.gov.uk](mailto:pjlowe@eastdevon.gov.uk)

**Financial implications:** No financial implications at this stage

**Legal implications:** There are no legal implications on which to comment.

**Equalities impact:** Low Impact

**Risk:** Low Risk

**Links to background information:** • .

**Link to Council Plan:** Living in this outstanding place

## 1. Background

- 1.1 The Garage Task and Finish Forum (Taff) was set up in 2012 to review the Housing Revenue Account (HRA) garage portfolio. It considered which garages should be retained, developed or disposed of.
- 1.2 A report was presented to the HRB on the 6 September 2012 highlighting the garages concerned. It included documents that looked at the stock condition, and provided recommendations, which were supported by the HRB.
- 1.3 A further garage update report was presented to the HRB on the 5<sup>th</sup> September 2013.

## **2 Garage Site Updates**

- 2.1 The following garage sites have been considered as having potential to develop. They include- Elizabeth Road and Summersby Close Seaton, Courtney Drive Colyton, Plymtree, Luppit, Prestor and Millwey Rise (blocks A B &C) Axminster, George Street, and Jerrards Close Honiton and Hillside Payhembury. Other sites also included garages at Charles Road Honiton and Shute. Both of which have since been dismissed following concerns about the loss of parking.
- 2.2 Due to mains services and maintaining pedestrian access to a recreational field, a single dwelling may be possible at Elizabeth Road. Summersby Close and Courtney Drive have not been advanced. Prestor was being considered as an orchard. Millwey Rise (blocks A, B &C), A B was considered by planning. Development may not be appropriate due to fronting onto existing dwellings, this is likely to cause overlooking issues. Hillside Payhembury was fully considered by planning and Highways. They concluded that any access would involve a new road being created, this was considered as uneconomic to pursue.
- 2.3 Out of the aforementioned, the George Street site, following negotiation with an adjoining developer led to the garages being demolished and a two bedroom detached house being constructed with parking spaces for two vehicles. Jerrard's Close garages have been demolished and await development or sale.
- 2.4 The garages at Luppit have been sold, the garages at Plymtree are currently progressing to exchange of contracts.
- 2.5 Other garages that have been sold since 2012/13 include Farway, Coombe Orchard Axmouth, Lashbrook and Eyewell Green Seaton.
- 2.6 The remaining garages that either haven't been sold or developed have been subject to further preliminary site investigations. They have included indicative plans being drawn by the in-house architect for the Housing services, who has since left the Council. All of these sites have since stalled due to the lack of capacity and expertise. Resources have been redirected to ensure that the council spend all Right to Buy receipts in accordance with Government's guidelines and members wishes.
- 2.7 It should be noted that the original TAFF did not fully consider the impact that mains services such as gas, water and sewage has on any development proposals. These services are often found within our garages sites. This has subsequently meant that a number of sites have been dismissed due to viability and actual site restrictions imposed. For example development cannot take place within seven meters of some gas mains. This dramatically reduces the amount of developable land. Moving services on such small development sites is considered to be uneconomical.

## **3 Progressing Garage Sales, Development or Repair**

- 3.1 Consideration is being given to possibly developing two sites in Honiton. At this stage it is dependent on securing grant funding from the Local Government Association. As presented to the January Housing Review Board meeting an application has recently been submitted. If successful it will help to explore these potential development sites further, this could include modular build.
- 3.2 To fully understand what options are now available to the council it is considered that a full stock condition report be undertaken. This will help to inform what we might do with our garage stock, whether it be to dispose, development or repair.



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 18

**Subject:** **Tenancy Agreement Changes**

**Purpose of report:** This report will update members on the results of the tenant consultation on the proposed changes to the tenancy agreement and present the final version of the 2019 Tenancy agreement for approval

**Recommendation:**

- 1. That members note the results of the consultation**
- 2. That members approve the implementation of the revised tenancy agreement in line with the process outlined in this report**

**Reason for recommendation:** Statutory Consultation has been undertaken and comments considered. No further changes have been made to the revised tenancy agreement approved by the Board at the November Meeting

**Officer:** Andrew Mitchell, Housing Needs and Strategy Manager,  
[amitchell@eastdevon.gov.uk](mailto:amitchell@eastdevon.gov.uk)

**Financial implications:** To be completed by Finance.

**Legal implications:** To be completed by Legal.

**Equalities impact:** Low Impact

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

**Risk:** Low Risk

Failure to adopt the revised tenancy agreement will make it harder for breaches of the tenancy to be enforced as the current agreement does not reflect all related policies

**Links to background information:**

- <http://eastdevon.gov.uk/media/2197069/combined-hrb-agenda-070917.pdf>
- <http://eastdevon.gov.uk/media/2700348/combined-hrb-agenda-221118.pdf>

**Link to Council Plan:** Encouraging communities to be outstanding

## 1. Background

1.1 A housing project group was set up in September 2017 to revise our tenancy agreement.

- 1.2 Following HRB approval of the draft revisions to the tenancy agreement in November 2018, a preliminary notice letter was sent to all tenants on 13<sup>th</sup> December 2018.
- 1.3 This preliminary notice letter, sent together with a document explaining the proposed changes marked the start of a statutory 6 week consultation period. The decision was made to extend this period to 7 weeks to allow time for postage and the Christmas period.

## **2. Consultation responses**

- 2.1 We received 53 responses in relation to the proposed changes. This included 17 people who wished to be sent a copy of the tenancy agreement.
- 2.2 Of the remaining 36 responses received, there were 3 main areas that were raised.
  - 2.2.1 Loft spaces – the revised agreement adds a clause that clearly states that the loft space does not form part of the tenancy and that the loft should not be used without our written consent. This clause reflects our current policy. 6 responders felt that this was unfair as they considered the loft to be part of the tenancy and some had been using the loft for storage for many years.
  - 2.2.2 Mobility Scooters – A new clause states that such vehicles are not to be left in communal areas or anywhere that might block access for other people. 3 responders felt that this was unfair as they had nowhere else to store scooters.
  - 2.2.3 Permissions (CCTV and Firearms) – 7 people contacted us to request retrospective permission for CCTV or firearms storage on the back of the inclusion of these two new clauses requiring tenants to obtain written permission to store firearms and for the installation of CCTV. An addition 2 people sought clarification on what was allowed in relation to CCTV.
- 2.3 All other queries were more general in nature or were requesting clarification on other clauses or the process of reviewing the agreement.

## **3. Review of responses and conclusions**

- 3.1 In relation to the points detailed in 2.2.1 and 2.2.2 above, whilst we understood the concerns raised, these clauses have been included to enable us to comply with fire safety regulations and advice. It is therefore felt that we should not amend these clauses.
- 3.2 Following legal advice, our approach to the tenancy agreement has been to make the document easier to understand, but to also maintain it as a legal document rather than as a detailed guide to the tenancy. As such, it is suggested that tenants should refer to their Tenant Handbook if they need further information (or contact a housing officer/mobile support officer).
- 3.3 The tenant handbook is being updated with a view to a revised version being available by the time the revised tenancy agreement goes live.
- 3.4 We therefore plan to make no further changes to the tenancy agreement and to proceed with our implementation plan.

#### **4. Next Steps**

- 4.1 The attached Final Notice of Variation (Annex 2) and the Tenancy agreement document will be sent to all tenants on 25<sup>th</sup> April 2019. An explanation of the proposed changes will also be included with the letter.
- 4.2 We are required to give five weeks' notice of our intention to amend the tenancy agreement. However in anticipation of there being a number of queries raised, we are planning to stagger the mail out of the notice letter over a week. The revised tenancy agreement will therefore "go live" from 17<sup>th</sup> June 2019.
- 4.3 In line with this timeline, the tenant handbook will be revised to reflect the changes to the tenancy agreement and the queries raised during the consultation period. It is proposed that a tenant group be set up to look at how the tenant handbook could be further amended in the future. This will be discussed at a future Tenant Involvement Forum with a view to reporting to HRB with more detailed proposals at a later date.
- 4.4 Consideration will also be given to how best to offer information for our tenants online in the future. Whilst there are clear benefits to providing this information in an online format – making it easier to link to other related documents and policies, for example – we need to be mindful of the fact that we have a sizeable number of tenants who do not access the internet. The Housing Strategy team will be considering this over the coming months, working with the EDDC Digital Communications Officer.

#### **5. Recommendations**

- 5.1 That members note the results of the consultation
- 5.2 That members approve the planned conclusion of the variation process detailed in paragraphs 4.1 and 4.2.

# **Your tenancy agreement**

Effective from 11<sup>th</sup> June 2019

# Contents

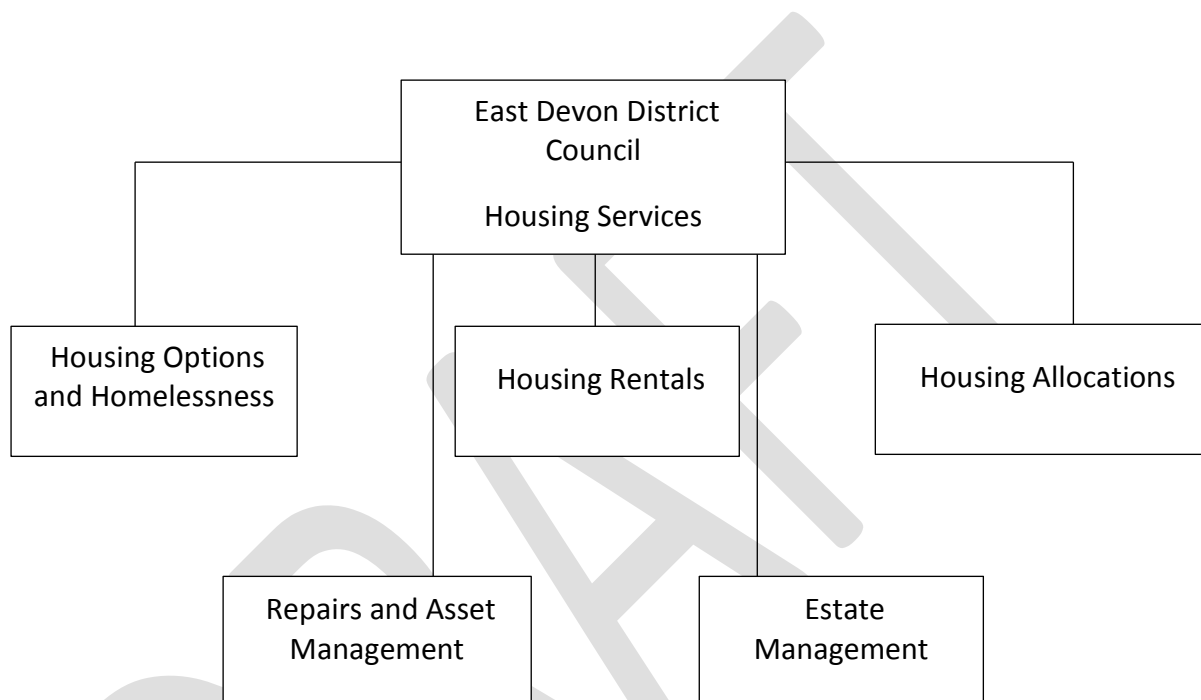
1. Introduction
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# 1 Introduction

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

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



By signing this agreement you are entering into a legally binding contract with East Devon District Council. If there is anything which you do not understand you can ask us to explain this to you by contacting a member of the Housing Allocations team, Estates Management team or reading the Tenancy Handbook which is full of helpful advice on the conduct of your tenancy. You can get independent advice from the Citizens Advice or a solicitor.

This tenancy agreement is used for:

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

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

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

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

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

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

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

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

At the back of this agreement there are some key contact details (section 11) and a list of definitions (section 12) explaining some of the terms we use.

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

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

## **2 About the type of tenancy you have**

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

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

If during your introductory tenancy you break any of the conditions of your tenancy we may take action to end your tenancy and it is possible that you will be evicted from your home, this includes where the household circumstances may change and you under occupy the property. We have the discretion to extend the introductory tenancy for a further 6 months. We will serve a notice of extension on you if we propose to do so at least 8 weeks prior to the introductory tenancy becoming secure. You have the right to seek a review of any decision we take to extend the introductory tenancy.

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

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

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

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

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

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

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

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

## **2.3 Secure tenants (Housing Act 1985)**

A secure tenancy does not have an expiry date. If you have a secure tenancy we will not interfere with your right to live in your home unless you break any of the conditions of your tenancy agreement. If we need to

take legal action to end your tenancy we cannot evict you from your home without a court order agreeing that there is a legal reason to do this. These legal reasons are called 'Grounds for Possession'.

## **3 Grounds for possession of your home**

### **3.1 The right to live peacefully in your home**

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

- You break any conditions of the agreement. If you do we can take legal action to either make you meet the conditions or pursue a court order to evict you.
- You find another home or you stop using the property as your only or principal home.
- You or a person acting on your instigation has given false and misleading information to get the tenancy
- We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
- You fail to give access to allow us to carry out our legal duty to undertake an annual safety inspection of our gas appliances
- You are living in a property which is one of a group let to people with special needs, or which we built or adapted for a person with a disability, and:
  - You no longer need that type of home, and
  - We need the property for someone else with special needs.
- There is any other reason under the Housing Act 1985, Housing Act 1996 or any future law which allows us to get involved, for example anti-social behaviour linked to your property.
- We need access to your home to inspect or carry out repairs, servicing, or other work to your property or an adjoining property.
- We intend to carry out redevelopment or major repairs to your home which we cannot do unless you move out. We will offer you a suitable alternative property for the duration of the repairs.
- The fixed term of the tenancy comes to an end. See clauses 7.2.3 and 7.3.1.

### **3.2 For introductory tenancies only**

We can repossess the property by giving you a written notice of seeking possession. This will specify the date not less than four weeks from the notice when we will apply to the court for a possession order. However in cases of antisocial behaviour we can start legal proceedings at any time

after the service of the notice of seeking possession. If you remain in the property after this date we are entitled to a court order to evict you.

The tenancy can only be ended if:

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

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

## **4 Your responsibilities**

### **4.1 Act responsibly and respect the property**

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

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

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

### **4.2 Pay your rent and other charges**

#### **4.2.1 You must pay your rent**

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

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

#### **4.2.2 Service charges**

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

#### **4.2.3 Court proceedings for rent arrears**

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

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

#### **4.2.4 Apportioning outstanding debts first**

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

#### **4.2.5 Joint tenants jointly and individually responsible for rent arrears**

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

#### **4.2.6 Deductions of outstanding charges from accounts in credit**

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

#### **4.2.7 Annual variation of rent charges**

We may vary the weekly gross rent, and any other charges, but before doing so we will give you at least four weeks' written notice. A variation in

rent will normally occur every year at the start of each financial year normally the first Monday in April. We will tell you in writing about the details of the variation and give you an opportunity to end the tenancy before the variation takes place.

See clause 7.1.10 in the case of flexible tenancies

#### **4.2.8 Claiming Benefits**

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

#### **4.2.9 Paying household bills**

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

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

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

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

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

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

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

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

### **4.3.2 Unacceptable behaviour and/or conduct whilst our tenant**

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

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



## **4.4 Living in your home**

### **4.4.1**

#### **You must:**

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

### **4.4.2 Household members**

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

### **4.4.3 Possession**

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

- a. the supply, storage or manufacture of controlled drugs or other illegal substances
- b. domestic and sexual violence and/or any form of abuse, harassment or intimidation
- c. storing stolen property
- d. prostitution
- e. any criminal activity in the property or local area.

### **4.4.4 Leaving the property unoccupied**

If you are going to leave the property unoccupied for more than 28 days you must let us know in writing, confirm your intention to return and provide us with contact details. You should also provide us with details of a key holder who can access the property if required in an emergency. If we do not have these details and have to access the property we will recharge you any costs incurred.

### **4.4.5 Running a business**

If you wish to run a business from your home you will need our prior written consent. We will not refuse consent unreasonably or unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or

damage to the property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you reasonable notice. You may need planning permission for some businesses.

#### **4.4.6 Adaptations**

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

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

#### **4.4.7 Loft space**

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

#### **4.4.8 Storage of mobility scooters**

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

#### **4.4.9 For tenants living in supported housing**

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

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

### **4.5.1 Hoarding**

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

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

### **4.5.2 Chimneys**

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

### **4.5.3 Gardens**

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

You must not plant any trees, hedges or large shrubs which are likely to become dangerous, cause nuisance to your neighbours or damage to property.

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

### **4.5.4 Dangerous materials and fire arms**

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

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

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

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

#### **4.5.5 CCTV**

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

## **4.6 Repairs**

### **4.6.1 Informing us of defects and repairs**

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

### **4.6.2 Internal condition and decoration**

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

### **4.6.3 Repairs that compromise security, safety, fabric of the property**

We reserve the right to repair any damage that compromises the security, safety or fabric of the property that would otherwise be your responsibility, if it is not put right within an agreed period of time. We will charge you for the cost of doing this or apply to the Court to compel you to do so.

### **4.6.4 Fixtures and fittings following mutual exchange**

Where a mutual exchange has taken place, you take on responsibility for any fixtures and fittings put in by the previous tenant unless we have agreed otherwise (see also Section 5.5)

### **4.6.5 Decant to temporary accommodation**

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

## **4.7 Refuse disposal and recycling**

### **4.7.1 Household refuse and recycling**

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

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

### **4.7.2 Disposal of bulky household items**

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

## **4.8 Keeping pets**

### **4.8.1 Keeping pets**

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

### **4.8.2 Keeping and control of pets**

You must:

- a. be responsible for the care of your pet(s)
- b. comply with any legislation concerning the keeping and control of your pet(s)
- c. keep your dog(s) and other pet(s) under control at all times and not allow excessive barking or fouling by dogs on other people's property or other nuisance behaviour
- d. keep garden areas free of animal faeces and not allow your pet to foul shared areas
- e. not allow intentional breeding of animals

- f. not install any type of pet flap or exit without our prior written permission – we cannot allow these items to be fitted in any fire rated door, window or wall
- g. not wedge or prop open any communal or fire door to allow pets to enter or exit
- h. make sure that all of your dogs are micro-chipped.

#### **4.8.3 Your responsibilities when keeping a pet**

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

#### **4.8.4 Recharge for cleaning up after a pet**

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

#### **4.8.5 Burial of animals**

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

## **4.9 Parking your car or other vehicles**

#### **4.9.1 Parking of vehicles**

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

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

#### **4.9.2 Written permission to park boats, caravans and trailers, trade vehicles**

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 and representatives**

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

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

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

### **4.10.2 Emergency Access**

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

### **4.10.3 Gas Safety (Installation and Use) Regulations 1998**

Under the Gas Safety (Installation and Use) Regulations 1998, we must service all the gas appliances that we are responsible for every 12 months. You must co-operate fully by allowing access for this work to be done at the times requested by the Council. Due to the health and safety risks to you, your household, the property and tenants and properties in the vicinity if a gas appliance is not serviced, we reserve the right to use reasonable force to enter your home. If you refuse to let us in to do the work. Any damage this causes will be re-charged to you (see 4.2.10).



## **4.11 Communal areas**

### **4.11.1 Keeping communal areas clean**

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

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

### **4.11.2 Your responsibilities where there is a communal area**

You must not:

- litter, dirty, obstruct or block, the communal areas
- put any items in the communal areas as these cause a potential fire risk; this includes (but is not limited to) mats, plants, rubbish or recycling, white goods, large bulky items for disposal, mobility scooters or other aids, bicycles and children's toys and buggies
- block any escape routes from the building
- tamper with, or allow anyone else to damage or deface, any door entry, emergency alarm equipment, smoke or carbon monoxide detectors, gas, electric or water supplies or meters
- smoke or vape, or allow your relatives or visitors to smoke or vape, in any communal areas
- allow any pets you have to foul any communal areas
- throw or allow anything to fall from any windows, balconies or communal areas
- drive over any communal or grass areas
- use any communal parking areas in an unreasonable or irresponsible way such as for the storing of untaxed or un-roadworthy vehicles or household items
- prop open any communal or fire doors
- trail extension leads or any other wires or cables from your property through any communal area.

## **4.12 Insurance**

### **4.12.1 Buildings Insurance**

We are responsible for insuring the building against fire, lightning, explosion, storm and flood. Our policy does not cover accidental damage.

We will not accept responsibility for any damage caused by you or members of your family, or any person visiting the property. You, members of your family, or any person visiting the property, shall not do or permit to be done in or about the property any act which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance.



#### **4.12.2 Household Contents Insurance**

We do not insure any of the contents of your home. We strongly advise that you take out Home Contents Insurance with the standard perils of fire, theft, vandalism and water damage, and accidental damage on a 'new for old' basis. If an incident does occur to your property, however caused, we will not be liable for any damage to your belongings caused by any action taken to tackle the incident, or during the removal or storage of your goods as a result of the incident.

## **5 RIGHTS**

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

### **5.1 Right to succession**

We will consider all issues about tenancy succession taking into account Sections 87 and s 113 of the Housing Act 1985 and Section 160 of the Localism Act 2011 and any future legislative changes which affect your rights to succeed.

5.1.1 Where a joint tenant becomes a sole tenant this counts as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving husband or wife). This is the first and only succession of a tenancy. This is known as the Doctrine of Survivorship.

#### **5.1.2 Tenancies granted prior to 1<sup>st</sup> April 2012**

If you became a tenant **before 1<sup>st</sup> April 2012** and providing there has been no previous succession, when you die your tenancy will pass to your husband, wife or civil partner if they are living with you at the time of death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members include your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, but does not include foster children.

#### **5.1.3 Tenancies granted after 1<sup>st</sup> April 2012**

If you became a tenant **after 1<sup>st</sup> April 2012**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner, and they were living with you at your home at the time of your death. That person must occupy the property as their only or principal home at the time of the tenant's death.

#### **5.1.4 Under occupation after succession**

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

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

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

## **5.2 Assignment of a tenancy**

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

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

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

## **5.3 Lodgers and subletting (Secure and flexible tenancies only)**

As a secure or flexible tenant you may allow people to reside as lodgers at the property (rent a room and share household facilities). You may sublet **part** of the property with our written consent which we will not refuse unreasonably, but you must not sublet or part with possession of the whole property as this ends your security of tenure and is a breach of the tenancy.

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

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

### **5.4.1 Right to request a transfer**

As a secure or flexible tenant you can ask to transfer to alternative accommodation. You will need to register on Devon Home Choice at

[www.devonhomechoice.com](http://www.devonhomechoice.com) and bid for properties suitable for your needs. Please contact our Housing Allocations team for more information.

#### **5.4.2 Conditions where a request will be refused**

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

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

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

## **5.5 Right to exchange (Secure and flexible tenancies only)**

### **5.5.1 Right to exchange your home**

You may be allowed to swap your home with another Council or housing association tenant (called an 'assignment by way of exchange' or 'mutual exchange'). You will need to register with Homeswapper at [www.homeswapper.co.uk](http://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 alternations or improvements will normally become our property when the tenancy is ended. Alternatively at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added and make good the fabric of the building. If you do not do this to our satisfaction we will do the necessary work and recharge you the cost plus expenses.

#### **5.6.4 You are responsible for repairs to any improvements or changes**

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

### **5.7 Right to compensation for improvements (Secure tenants only)**

#### **5.7.1 Right to compensation for improvements made with our consent**

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

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

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

### **5.8 Right to repair**

#### **5.8.1 Right to have urgent repairs completed within time**

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

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

### **5.9.1 The Right to Buy your property**

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

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

## **5.10 Right to information**

### **5.10.1**

You have the right to see:

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

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

# **6 OUR RESPONSIBILITIES**

## **6.1 Doing repairs**

### **6.1.1 Keeping your home in good repair**

We will keep in repair:

- and proper working order our installations for supplying water, gas, electricity and sanitation including basins, sinks, baths, and toilet fittings
- and proper working order our installations for room and water heating

- the structure and exterior of the property including drains, gutters and external pipes
- the lift service, where provided,
- the communal entrances, halls and stairways in flats, as well as any other areas for use by all tenants and their families and visitors
- and periodically decorate the outside of your home and communal areas of flats and maisonettes.

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

#### **6.1.2 Repairs arising from deliberate, malicious, accidental damage**

The exceptions to this are repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home. We will recharge you for putting them right or seek a court order to enforce you to put them right.

## **6.2 Right to be consulted and involved in decisions**

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

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

## **6.3 Changes to the tenancy agreement**

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

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

Before making any significant amendments or changes we will tell you of the proposed changes, and consider your views, before putting the changes into effect. We will give you at least four weeks' notice in writing, together with any information needed to let you know the nature and effect of the changes. We will give you an opportunity to end the tenancy before the changes take place, should you wish to do so.

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



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

## **6.4 Service of legal documents**

### **6.4.1 Service of legal notices or documents**

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

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

### **6.4.2 Our address for receipt of formal notice under this agreement**

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

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

## **6.5 Giving our consent**

### **6.5.1 Our consent in writing, not unreasonably withheld**

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

Please address any letters requesting permission to the relevant department or to the Service Lead for Housing, at our registered office.

## **6.6 Customer Service**

### **6.6.1 Standard of our service to you**

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

## Complaints

### 6.7.1 Complaints procedure

If you feel that we have not met our obligations under this agreement, you should use the Council's complaints procedure in the first instance. Details of this procedures can be obtained from our offices or on our website 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**

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

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

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

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

#### **7.1.7 Retraction of notice**

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

#### **7.1.8 Divorce, Relationship breakdown**

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

#### **7.1.9 Ending the tenancy on your death**

- i. The tenancy does not automatically end when you die. In the event of your death, your next of kin or executor must notify the Housing Allocations team in writing of your death and enclose a copy of the death certificate. The tenancy can end on any day of

the week but we must be given a full four weeks' notice. Failure to terminate the tenancy may incur further costs against your estate including unpaid rent.

- ii. If you have not left a will, we will end your tenancy by serving a notice on the Public Trustee. Rent will remain payable until the tenancy ends.
- iii. A successor is not liable for any rent arrears owed by you as a sole tenant at the time of death. We will recover any arrears or unpaid sums, for example recharges, from your estate. However if there is a Possession Order in force at the time of your death your successor will be at risk of losing the property, if they do not comply with the terms of the order.

#### **7.1.10 Ending a flexible tenancy during the course of the fixed term (Break Clause)**

##### ***(this applies to flexible tenants only)***

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

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

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

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

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

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

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

#### **7.1.11 Re-entry**

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

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

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

### **7.2.1 Flexible Tenancy Review**

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

### **7.2.2 Renewal of a flexible tenancy**

We will renew the flexible term tenancy unless:

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

### **7.2.3 Notice prior to termination of a flexible tenancy**

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

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

### **7.2.4**

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

### **7.2.5 Right to request a review of our decision**

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

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

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

### **7.2.6 Court Order required to end a flexible tenancy**

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

## **7.3 Our rights and responsibilities - re-entry (flexible tenancies only)-Break Clause**

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

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

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

- Where you have parted with possession of the property or do not occupy it as your only or principal home for a period of 28 days and you have not informed us of any reasonable reason for being absent

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

### **7.3.2**

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

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

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

### **8.1 Your personal information**

#### **8.1.1 Using your personal information**

By signing this agreement, you agree to provide us with up to date details of you and your household when requested, such as during a tenancy audit interview at your home. This is for the purpose of preventing fraud. It is important that you notify us of any changes to your personal information.

#### **8.1.2 How we will use your personal information**

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

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

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

#### **8.1.3**

We may apply markers to your information. For example this may be in relation to your vulnerability or health status. It will allow us to tailor and deliver services to you. We may use your personal information as part of

research exercises. You will remain anonymous and it will not be possible to link information back to you.

#### **8.1.4 Data Protection Act 2018**

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

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

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

## **8.2 Sharing your personal information**

### **8.2.1 Releasing personal information to our partners**

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

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

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

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

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

**Other agencies** such as emergency services and social services.

## **8.3 National Fraud Initiative**

We are required under section 1 (2) of the Local Audit and Accountability Act 2014 under Part 6 of the act to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by



us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, where requested. ۲

## **8.4 Housing fraud**

### **8.4.1 How we will deal with suspected housing fraud**

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

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

Examples of tenancy fraud include:

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

### **8.4.2 Your duty to disclose information about your personal circumstances**

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

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

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

## 9 CONTRACT RIGHTS FOR THIRD PARTIES

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

## 10 FUTURE ACTS OF PARLIAMENT

This agreement takes into account the following legislation:

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

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

# 11 Contacting us

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

Service	Telephone number	Email address
Paying your rent and rent arrears	01395 517444	<a href="mailto:housingrental@eastdevon.gov.uk">housingrental@eastdevon.gov.uk</a>
Enquires about housing benefit	01395 571770	<a href="mailto:benefits@eastdevon.gov.uk">benefits@eastdevon.gov.uk</a>
Reporting repairs	01395 517458	<a href="mailto:repairs@eastdevon.gov.uk">repairs@eastdevon.gov.uk</a>
Reporting antisocial behaviour/ Contacting estate management	01395 516551 ext 2381/2396	<a href="mailto:estatemangement@eastdevon.gov.uk">estatemangement@eastdevon.gov.uk</a>
Exchanging or ending your tenancy	01395 517469	<a href="mailto:housingallocations@eastdevon.gov.uk">housingallocations@eastdevon.gov.uk</a>
Tenant Participation	01395 517453	<a href="mailto:tenantparticipation@eastdevon.gov.uk">tenantparticipation@eastdevon.gov.uk</a>
Information and Complaints	01395 517417/571659	<a href="mailto:complaints@eastdevon.gov.uk">complaints@eastdevon.gov.uk</a>

## 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

**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

Date: 24<sup>th</sup> April 2019  
Contact number: 01395 516551  
Email: [Housingstrategy@eastdevon.gov.uk](mailto:Housingstrategy@eastdevon.gov.uk)  
Direct Fax:  
Reference: Notice of variation



East Devon District Council  
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[www.facebook.com/eastdevon](http://www.facebook.com/eastdevon)  
[www.twitter.com/eastdevon](http://www.twitter.com/eastdevon)

Dear Tenant

**New Tenancy Agreement – effective from 17 June 2019**  
**Notice of Variation to your tenancy (Section 103 Housing Act 1985)**

Following consultation with existing tenants in December 2018 I am writing to confirm that we are revising our current tenancy agreement in line with the proposals consulted upon. The enclosed document will replace your current tenancy agreement and becomes effective on Monday 17<sup>th</sup> June 2019 **You don't need to sign anything but you should keep this tenancy agreement in a safe place.**

Please note that we are not ending your tenancy – we are simply making changes to your existing tenancy. We are not changing the type of tenancy you have – for example if you currently have a secure tenancy, you will remain on a secure tenancy.

The changes we have made are detailed in the enclosed explanation notes. Please take the time to read them as they not only explain the changes but also the reason for these changes.

If you have any queries or concerns about this letter or the revised agreement, please contact the Housing Project Officers on 01395 516551 or email [housingstrategy@eastdevon.gov.uk](mailto:housingstrategy@eastdevon.gov.uk).

Yours sincerely

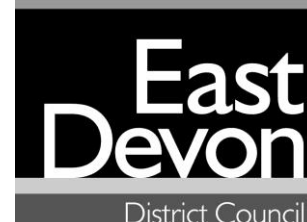
Amy Gilbert-Jeans  
Acting Service Lead for Housing

**East Devon – an outstanding place**

Chief Executive: Mark R Williams Deputy Chief Executive: [Agenda page 148](#)







**Report to:** **Housing Review Board**

**Date of Meeting:** 26 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** 19

**Subject:** **Together with Tenants National Housing Federation**

**Purpose of report:** This report draws attention to the National Housing Federation (NHF) publication and consultation – Together with Tenants. This document has been produced in response to the Housing Green Paper and the aftermath of the Grenfell tragedy. Whilst the document is intended for housing associations, there is much of value to our tenant involvement and Housing Review Board agenda.

**Recommendation:** **To follow the progress of the National Housing Federation project Together with Tenants, and import good practice recommendations that are relevant to East Devon.**

**Reason for recommendation:** To consider emerging good practice in the sector following concerns about involving and listening to tenants views, and introduce changes that are appropriate to our model of operation to continually improve our tenant involvement in service delivery.

**Officer:** John Golding Strategic Lead – Housing, Health & Environment  
[jgolding@eastdevon.gov.uk](mailto:jgolding@eastdevon.gov.uk) .

**Financial implications:** No specific financial implications.

**Legal implications:** Continuing advice from Legal as to whether any proposed Governance changes are aligned with current EDDC Constitutional arrangements.

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

**Risk:** Low Risk

**Links to background information:**

**Link to Council Plan:** Encouraging communities to be outstanding.

## **1. Background and purpose**

- 1.1 The Government's Social Housing Green Paper – A New Deal for Social Housing – was published on 14 August 2018. It draws extensively from a Government listening exercise in which ministers heard the views of social housing tenants across the country, and touches on issues exposed following the Grenfell Tower fire. It also draws on external research and intelligence on tenant involvement.
- 1.2 The Green Paper is structured around five 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.
- 1.3 The Green Paper addresses a range of issues that affect housing associations, on issues such as safety, supply and the stigma of social housing tenants. At its heart however is a desire to rebalance the relationship between social housing tenants and their landlords – looking at issues such as complaints procedures, transparency and accountability.
- 1.4 The Green Paper sets out proposals of how these issues could be addressed, including through increased regulatory oversight and performance standards. It also references the Offer for Tenants work (now known as Together with Tenants) that we are already doing as a sector, which offers an important sector-led response to the challenges around accountability and transparency.
- 1.5 There is an opportunity for strengthening the relationship between housing associations and their tenants and residents. Housing associations (and other social housing providers) work hard to create a positive relationship with their tenants and residents, alongside aiming to provide safe, decent and affordable homes. The sector has a longstanding commitment to engaging with tenants and residents, and there are many great examples of how housing associations have shaped their organisations around the needs and views of the people they house.
- 1.6 However, housing associations (and other social landlords) know they do not always get it right for everyone, and are not always as accountable as they should be to their tenants and residents. They also recognise the lack of consistency between landlords. Some tenants and residents have said their landlord feels distant and this has led to a lack of trust in housing associations in some places.
- 1.7 The National Housing Federation has been working with tenants, residents, tenant representative groups, NHF members and others to understand what practical change is needed to address this. To drive action, they have created a four-point plan for delivering change across the sector.
- 1.8 The NHF had previously called this work 'Offer for Tenants', but following extensive conversations and feedback they decided to rename it Together with Tenants – a name that reflects the ambition to build a collaborative, balanced relationship between housing associations and their tenants and residents.
- 1.9 The National Housing Federation have developed a draft plan for strengthening the relationship between housing associations and their tenants and residents. The overriding ambition of Together with Tenants is to strengthen the relationship between housing associations and their tenants and residents.

- 1.10 Following a large number of conversations, workshops and meetings with members, tenants, residents and stakeholders, they have developed a four-point plan for delivering this an ambition. The four actions are:
1. **A new requirement in our Code of Governance** for boards to be accountable to their tenants and residents.
  2. **A new charter** setting out what tenants and residents can expect from their housing association landlord.
  3. **Tenant and resident oversight and scrutiny** of the charter with a report on how their landlord is doing against charter commitments.
  4. **A closer link with regulation.**

I have reproduced the initial proposals in **annex 1**.

- 1.11 Whilst this project is primarily intended as a housing association initiative, I think there is a lot we can learn from the proposals. I am suggesting that we follow the project and use some of the recommendations to strengthen the work of the Housing Review Board and rejuvenate our tenant involvement processes.

# Together with Tenants

## Our draft plan

**Your feedback needed by 19 April**

**20 February 2019**

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### About this plan

The National Housing Federation is the membership body for housing associations in England. Our housing association members provide two and a half million homes for more than six million people.

This draft plan explains the changes housing associations are considering making with the aim of creating a stronger, more balanced relationship with tenants and residents. We'd like to hear views from tenants, residents, housing associations and stakeholders on these changes and how they should be put into action.

### What's in this plan?

- [Why is change needed?](#)
- [Building a stronger relationship – our draft plan](#)
- [How the views of tenants and residents will shape this work](#)
- [Sharing your views](#)
- [Next steps](#)
- [Questions](#)
- [Appendix A – Together with Tenants Charter](#)

## Why is change needed?

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Recently, housing associations have faced a number of questions about their relationship with tenants and residents. The conversation following the tragic fire at Grenfell Tower exposed some real differences in how people feel about living in social housing and their relationship with their social housing landlord. These questions include:

- Are tenants and residents listened to when things go wrong with their home or the service they receive?
- Do they have the chance to influence decisions that are made about their home or the services they receive?
- What can they do if they don't think their landlord is taking their concerns seriously?

Housing associations work hard to create a positive relationship with their tenants and residents, alongside aiming to provide safe, decent and affordable homes. The sector has a longstanding commitment to engaging with tenants and residents, and there are many great examples of how housing associations have shaped their organisations around the needs and views of the people they house.

However, housing associations know they do not always get it right for everyone and are not always as accountable as they should be to their tenants and residents. They also recognise the lack of consistency between landlords. Some tenants and residents have said their landlord feels distant, and this has led to a lack of trust in housing associations in some places.

Housing associations cannot do their job properly without the input, help and support of their tenants and residents.

The Federation has been working with tenants, residents, tenant representative groups, our members and others to understand what practical change is needed to address these questions.

We have been working closely with the Government to understand what other changes will help protect and strengthen the interests and rights of tenants and residents in social housing. We support stronger consumer regulation and improving routes for redress, as outlined in the Government's Social Housing Green Paper.

We also think it is important that tenants and residents have a strong collective voice, which is why we support the A Voice for Tenants steering group and its aim to establish a national body for tenants.

Housing associations want to take action as soon as possible to build a stronger relationship with tenants and residents. This is why we are seeking views on this draft plan now, while we continue to work alongside the Government.

## Building a stronger relationship – our draft plan

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To build a stronger relationship, it is vitally important that housing associations operate in a way that:

- values the voice and experience of tenants and residents
- is open and transparent in terms of how they act and share information
- welcomes challenge and is honest about where they need to improve.

To do this, housing association boards need to be properly connected to the people they house – including those who may be harder to reach – and have a clear understanding of how the homes and services they provide are experienced by their tenants and residents. There also needs to be a culture of respect across the whole organisation.

The views and voices of tenants and residents are vital to ensuring housing associations are delivering homes and services that meet the needs of communities. Tenants and residents can not only help identify where improvement is required, but play a key role in making changes happen that will benefit whole communities as well as individuals.

The actions set out in this draft plan:

- introduce new expectations at board level
- set out clear commitments for tenants and residents
- give tenants and residents a louder voice, a stronger role in scrutiny, and more influence locally and nationally
- provide a clear link to regulation.

The four proposed actions are:

1. A new requirement in the National Housing Federation Code of Governance for boards to be accountable to their tenants and residents.
2. A new Together with Tenants Charter setting out what tenants and residents can expect from their housing association landlord.
3. Tenant and resident oversight and scrutiny of the charter, with a report on how their landlord is doing against the charter commitments.
4. A closer link with regulation.

Further details on each action are listed in the following sections of this plan.

Alongside these actions, we are working with the Centre for Public Scrutiny to convene an independent tenant advisory panel, whose remit will be to guide the development of this plan and how it is put into action.

## 1. New requirement in the Code of Governance

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A strong commitment from housing association leadership to valuing the voice and experience of tenants and residents is essential to creating a stronger relationship.

We intend to formalise this commitment and will be consulting later this year on the introduction of a new requirement to [the Code of Governance](#) produced by the National Housing Federation, demonstrating that housing associations are serious about change.

The regulation of housing associations requires them to adopt a governance code, and the Federation's code is the mostly widely used. Not only will a new requirement in this code make clear that boards are responsible for ensuring they are accountable to their tenants and residents, but they will also need to evidence how they are compliant with this requirement. One way of evidencing this compliance would be for the housing association to sign up to, and deliver on the commitments of, the Together with Tenants Charter.

## 2. Together with Tenants Charter

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A stronger relationship needs clear commitments and expectations, relating to all aspects of tenants' and residents' experience – from living in a decent home, to being treated with respect, and knowing what to do when things go wrong.

The table below sets out eight commitments that housing associations would be asked to adopt. While housing associations would be strongly encouraged to sign up to these commitments, it would remain voluntary. However, if a housing association does not adopt the charter, then the Federation's Code of Governance would make clear that it would need another mechanism for ensuring it is compliant with the requirement to be as accountable as possible to its tenants and residents.

These commitments are deliberately simple and straightforward, making it as easy as possible for people to relate them to their own experience. These are the core commitments that tenants and residents have told us they should have the right to expect, regardless of their landlord or where they live. Individual housing associations may choose to complement these core commitments with additional commitments or specific standards they would agree with their own tenants and residents.

These commitments draw on the existing consumer standards set out by the Regulator of Social Housing, and in some instances go further. Bringing them together in a clear, simple way, making sure they focus on experience rather than process, and raising their profile, is intended to deliver meaningful change for tenants and residents.

Commitments	
1	Every tenant and resident has the right to be treated with respect.
2	Every tenant and resident has the right to a decent, safe home and quality service.
3	Every tenant and resident has the right to be listened to and have their view heard on decisions that affect their community, home and the services they receive.
4	Every tenant and resident has the right to know how the organisation is run, how decisions are made, and how they can get involved.
5	Collectively, tenants and residents have the right to influence decisions that affect their community, home and the services they receive.
6	Every tenant and resident will have simple, clear and accessible routes for raising issues, making complaints and seeking redress.
7	Every tenant and resident will receive support and advice when things go wrong or their expectations aren't met.
8	Every tenant and resident will have access to the information they need to make informed decisions and hold their landlord to account.

A more detailed description of the commitments and how they may be delivered is set out in [Appendix A](#).

### 3. Tenant and resident oversight and scrutiny

The charter will provide a consistent framework for housing association boards to assess whether they are meeting the expectations of their tenants and residents, but in itself will not necessarily create a stronger, more balanced relationship. An important factor will be tenants and residents having the power, information and agency to hold their landlord to account, and the charter will provide a mechanism to make this happen.

Tenants and residents are better placed than anyone to take a view on the homes and services their landlord is providing and must be trusted to do so. The charter will provide a mechanism for tenants and residents to play this vital role in holding their landlord to account.

To do this, tenants and residents will have a strong role in scrutinising the performance of their landlord against the commitments in the charter. Tenants and residents would report to the housing association board, who in turn would be expected to respond and put plans in place to address any



issues. This should be done in a transparent and public way and could be part of the annual review against the Code of Governance.

How this works will be down to the individual housing association in discussion with tenants and residents, recognising that many already have tenants on boards, scrutiny boards or advisory positions. However, it is important that reporting is inclusive and captures and reflects the views of as many tenants and residents as possible, rather than just those who are already engaged with their landlord.

#### **4. Closer link to regulation**

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Housing associations are already required to be compliant with the consumer standards set out by the Social Housing Regulator. We support strengthening the regulation of these consumer standards, as outlined in [our response to the Social Housing Green Paper](#). This may mean the regulator reviews compliance with the standards in more places, not just where there is evidence of serious detriment.

If tenants and residents believe that a housing association is failing to meet the commitments in the charter, and does not put plans in place to improve, this might provide useful evidence for the regulator, indicating where further work and intervention may be necessary to protect the interests of tenants and residents and ensure issues are dealt with in a timely and effective manner.

#### **How the views of tenants and residents will shape this work**

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To help build the new stronger relationship between tenants, residents and landlords, the Federation is working with the Centre for Public Scrutiny to convene a new tenant advisory panel. The panel will sit independently of the Federation to provide advice and challenge and guide this work as it develops. Applications are open to all housing association tenants and residents and we want to ensure a diverse and inclusive representation. The deadline for applications is Friday 15 March and [more information can be found on the Centre for Public Scrutiny website](#).

This panel will play a crucial role in the Together with Tenants work as it is rolled out across England.

We are also advocating a strong national voice for social housing tenants and residents through our support for the A Voice for Tenants steering group and our ongoing close collaboration with tenant representative organisations throughout the development of this plan.

## Sharing your views

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This plan is only a draft. It has been put together to help prompt as many different views and voices as possible, particularly from tenants and residents.

In order to inform the next stage of the plan and begin to create a new relationship between tenants, residents and housing association, we need your views and help.

Please share your views by 19 April using one of the following methods:

- **Tenants and residents** can participate in our [online questionnaire](#) or [get in touch with us](#) directly to discuss their feedback.
- **Housing associations** can participate in [one of our member workshops](#), share their feedback through our [online questionnaire](#), or [get in touch with us](#) directly.
- **Stakeholders** can use our [online questionnaire](#) to share their views, or [get in touch with us](#) to discuss their feedback.

## Next steps

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We would like to hear your views by Friday 19 April 2019. Based on the feedback, this draft plan and charter will be revised. The tenant advisory panel and other tenants and residents will help shape and guide this process.

The Federation will support [more than 40 housing associations](#), together with their tenants and residents, to test how the plan and charter work in practice from April 2019, taking on board feedback from this consultation. This will allow us to make further changes based on their experience before a wider rollout.

We welcome further interest from housing associations who would like to join as early adopters. If you would like to find out more, [please visit our website](#).

## Questions

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### Questions for tenants and residents

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You can respond to these questions either via our [online questionnaire](#), or by [emailing us your answers](#).

1. Do you think the four actions outlined in this draft plan (see list below for reference) are the right actions?
  - **A change to the National Housing Federation Code of Governance** – your landlord's board would agree to be as accountable as possible to all residents and tenants.
  - **A new Together with Tenants Charter** – your landlord would set out, in a clear and publicly available document, what you can expect from them.
  - **Tenant and resident oversight and scrutiny of the charter** – tenants and residents can publicly report on how your landlord is doing.
  - **A closer link with regulation** – tenant and resident oversight of the charter can provide useful evidence to the regulator about whether your landlord is compliant with consumer standards.
  - 1.1 Please let us know if you have any further comments on the actions.
2. Does the Together with Tenants Charter cover the right issues?
3. Is there anything missing from the charter that you feel you have the right to expect from your housing association?
4. Do you have any suggestions for how the wording of the charter could be improved or made clearer?
5. Do you agree that tenants and residents should have a role in reporting on housing associations' performance against the charter?
  - 5.1 Do you have any suggestions for how this could work well in practice?
6. Do you agree that tenant and resident oversight of the charter should have a role in regulation, including providing evidence to the Regulator of Social Housing where relevant?
  - 6.1 Do you think this role should be strengthened?
7. Do you have any further comments or suggestions on linking tenant and resident oversight of performance to regulation?
8. If you are interested in applying to be part of the independent Tenant Advisory Board, please send us your email address.
9. Is there anything we've missed? Or do you have any further comments?

## Questions for housing associations

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You can respond to these questions either via our [online questionnaire](#), or by [emailing us your answers](#).

1. Do you think the four actions outlined in the draft plan (require accountability in the Code of Governance; create a new Together with Tenants Charter; give tenants and residents oversight and scrutiny of the charter; link this more closely with regulation) are the right actions?

1.1 Please let us know if you have any further comments on these actions.

2. Does the Together with Tenants Charter cover the right issues?
3. Is there anything missing from the charter that you feel your residents have the right to expect from you?
4. Do you have any suggestions for how the wording of the charter could be improved or made clearer?
5. Do you agree that tenants and residents should have a role in reporting on your housing associations' performance against the charter?

5.1 Do you have any suggestions for how this could work well in practice?

6. Do you agree that tenant and resident oversight should link to regulation?

6.1 Do you think this link should be strengthened?

7. Do you have any further comments or suggestions to make on linking tenant and resident oversight of performance to regulation?
8. Please indicate the size of your organisation:

- up to 500 homes
- 500 – 1,000 homes
- 1,000 – 5,000 homes
- 5,000 – 10,000 homes
- more than 10,000 homes.

9. Is there anything we've missed? Or do you have further comments?

## Questions for stakeholders

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You can respond to these questions either via our [online questionnaire](#), or by [emailing us your answers](#).

1. Do you think the four actions outlined in this draft plan (require accountability in the Code of Governance; create a new Together with Tenants Charter; give residents oversight and scrutiny of the charter; link this more closely with regulation) are the right actions?

1.1 Please let us know if you have any further comments on the actions.

2. Does the Together with Tenants Charter cover the right issues?
3. Is there anything missing from the charter that you feel tenants and residents have the right to expect from housing associations?
4. Do you have any suggestions for how the wording of the charter could be improved or made clearer?
5. Do you agree that tenants and residents should have a role in reporting on performance against the charter?

5.1 Do you have any suggestions for how this could work well in practice?

6. Do you agree that tenant and resident oversight should link to regulation?

6.1 Do you think this link should be strengthened?

7. Do you have any further comments or suggestions to make on linking tenant and resident of performance to regulation?
8. Is there anything we've missed? Or do you have further comments?

## Appendix A – Together with Tenants Charter

Commitment	Description	Ideas for the 'what' and 'how'
Every tenant and resident has the right to be treated with respect.	All tenants have the right to be treated with respect in all of their interactions with their landlord.	<ul style="list-style-type: none"> <li>Organisational values and ways of working agreed locally between tenants and residents and landlords.</li> <li>Clear standards setting out what tenants and residents can expect when they interact with their landlord.</li> </ul>
Every tenant and resident has the right to a decent, safe home, and a good quality service.	All tenants have the right to live in a home that is demonstrably decent and safe and to receive high-quality services from their landlord.	<ul style="list-style-type: none"> <li>Decent Homes Standard.</li> <li>Repairs and maintenance standard.</li> <li>Void standard.</li> <li>Asset investment and management strategy.</li> <li>Information on fire safety and procedures.</li> <li>KPIs as agreed locally.</li> </ul>
Every tenant and resident has the right to be listened to and have their view heard on decisions that affect their community, home and the services they receive.	All tenants and residents have the right to be listened to, even if they have not engaged in the way suggested by their landlord, both individually and collectively, and for their concerns to be meaningfully responded to.	<ul style="list-style-type: none"> <li>Sector support for a national tenant voice.</li> <li>Robust mechanisms to provide assurance that all tenants and residents can communicate with their landlord, including outside of 'official' channels.</li> <li>Service standards (developed with and tested by tenants and residents) on interaction and response, with regular reporting against the standard,</li> <li>Effective scrutiny, oversight and board arrangements – providing regular feedback to tenants about how their views have been taken into account.</li> </ul>
Every tenant and resident has the right to know how the organisation is run, how decisions are made and how they can get involved.	All tenants and residents have access to clear information about the governance and leadership of their landlord, decision-making processes at all levels of the organisation and how they can get involved.	<ul style="list-style-type: none"> <li>Tenant and resident involvement strategy.</li> <li>Information on decision-making processes, key decisions that have been made (summary in regular reports/annual report), information on key staff roles and board members.</li> </ul>
Collectively, tenants and residents have the right to influence decisions that affect	All tenants and residents have the right to influence decisions that affect their communities, homes and	<ul style="list-style-type: none"> <li>Tenant and resident involvement strategy.</li> <li>Tenant-facing policies, such as repairs and maintenance and complaints, are developed</li> </ul>

their community, home and the services they receive.	services, and landlords proactively provide a wide range of opportunities for tenants to exert influence.	<p>in partnership with tenants and residents and regularly reviewed.</p> <ul style="list-style-type: none"> <li>• Mechanisms for tenant and resident involvement and scrutiny are varied, flexible and actively encouraged, and it is clear how tenants and residents can get involved through formal and informal routes.</li> </ul>
Every tenant and resident will have simple, clear and accessible routes for raising issues and making complaints and seeking redress.	The routes for raising issues and making complaints are simple, clear and accessible, and tenants and residents have a good understanding of how they work and what happens next.	<ul style="list-style-type: none"> <li>• Information clearly available on the website, in any communications, and in tenancy/leasehold agreements.</li> <li>• Clear and effective complaints policies developed with and tested by tenants and residents.</li> <li>• Service standard on complaints (developed with and tested by tenants and residents), with regular reporting against the standard.</li> <li>• Clear escalation process (ombudsman and regulator).</li> </ul>
Every tenant and resident will receive support and advice when things go wrong or their expectations aren't met.	Support and advice when things go wrong is freely available to tenants and residents, and landlords engage proactively and transparently with independent routes for mediation and redress.	<ul style="list-style-type: none"> <li>• Information clearly available on the website, in any communications, and in tenancy/leasehold agreements.</li> <li>• Complaints policy and service standards.</li> <li>• Clear escalation routes.</li> <li>• Clear signposting to external/independent routes.</li> </ul>
Every tenant and resident will have access to the information they need to make informed decisions and hold their landlord to account.	Landlords commit to openness and transparency – developing a standard set of information they will provide based on what is important to tenants and residents in ways that reflect their preferences. This may include information on performance, finances, staff structure, decision-making, governance.	<ul style="list-style-type: none"> <li>• Transparency commitment – what landlords will share with tenants and residents and how (i.e. not just putting it on website) – could include relevant policies, organisational and financial information.</li> </ul>



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Agenda item:** **20**



**Subject:** **Housing Revenue Account update to end of February 2019**

**Purpose of report:** This report provides the Housing Review Board with the current position to February 2019 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 February 2019 and recommend it to Cabinet.**

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

**Officer:** Rob Ward – Finance  
[rob.ward@eastdevon.gov.uk](mailto:rob.ward@eastdevon.gov.uk)

Tel: 01395 517567

**Financial implications:** These are contained in the report.

**Legal implications:** There are no legal implications

**Equalities impact:** Low Impact

**Risk:** Low Risk

**Links to background information:** [www.eastdevon.gov.uk/business\\_plan\\_hra\\_2014](http://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. 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 proposed budget and use of reserves and capital receipts for 2019/20 was presented at the last HRB.
- 1.3 The following tables provide a further update up to the end of February 2019.

## 2 Housing Revenue Account – current position to February 2019 & Year End Forecast Position

- 2.1 The table below shows a summary of the HRA position 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. A review of required accrued expenditure to be taken from the current year's revenue is under way.

Year to Feb 2019				2018/19 Forecast		
Budget	Actuals	Variance		Budget	Forecast	Variance
(16,745,300)	(16,834,933)	(89,633)	TOTAL INCOME	(18,267,620)	(18,237,844)	29,776
13,283,606	12,370,120	(913,486)	TOTAL EXPENDITURE	14,312,011	13,416,614	(895,397)
2,329,201	2,349,380	20,179	COST OF FINANCING	2,542,780	2,542,780	0
			<b>HRA (Surplus)/Deficit</b>	<b>(1,412,829)</b>	<b>(2,278,450)</b>	<b>(865,621)</b>

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

Year to Jan 2019			TOTAL EXPENDITURE	2018/19 Forecast			%
Budget	Actuals	Variance		Budget	Forecast	Variance	
1,608,300	1,821,281	212,981	Responsive Maintenance	1,754,440	1,986,852	232,412	13%
868,010	678,546	-189,464	Programmed Maintenance	947,000	740,232	-206,768	-22%
1,195,300	1,251,222	55,922	Special Works	1,282,400	1,364,969	82,569	6%
5,303,710	4,927,349	-376,361	Supervision & Management	5,631,451	5,297,228	-334,223	-6%
268,820	217,480	-51,340	Other Expenditure	290,030	237,251	-52,779	-18%
4,039,466	3,474,242	-565,224	Major Repairs	4,406,690	3,790,082	-616,608	-14%
			<b>TOTAL</b>	<b>14,312,011</b>	<b>13,416,614</b>	<b>-895,397</b>	

- 2.3 Notable items of budget variance are;
- Reduction in spending on gas related items due to a delay in the contract
  - Lower than budgeted requirement on asbestos spending
  - Lower than expected salary costs as recruitment continues
  - Higher than budgeted spend on voids and responsive maintenance

### 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 spend 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.
- 3.4 The residual required balance to make up the Fire & lift reserve as presented at the prior HRB will be taken from the New Homes Development fund with future years budgeted surplus used to fill the funding gap.

CHRAFF - Affordable Housing Financing	2018/19		
	Year to Date		
	Total	RTB Receipts	New Homes Dev Fund
	£	£	£
<b>Opening Bal (YE 2017)</b>	(6,581,581)	(3,484,043)	(3,097,538)
Addition of prior years surplus	(800,915)		(800,915)
Addition of Q1+Q2+Q3 RTB Receipts	(707,406)	(707,406)	
<b>Current Balance before Exp</b>	<b>(8,089,901)</b>	<b>(4,191,449)</b>	<b>(3,898,453)</b>
Year to Date Expenditure	2,882,175	864,652	2,017,522
<b>Current Balance</b>	<b>(5,207,727)</b>	<b>(3,326,796)</b>	<b>(1,880,930)</b>
Forecast Future Expenditure	0	0	0
<b>Forecast Balance 2018 YE</b>	<b>(5,207,727)</b>	<b>(3,326,796)</b>	<b>(1,880,930)</b>

## 4 Capital – Housing Capital Programme

- 4.1 The proportion of capital receipts which are not allocated to affordable housing fund the Housing Capital programme which has a budget of £835k (prev. £500k) for the current year since the Re-Roofing programme was approved.
- 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 £1.2m ignoring all future receipts from RTB Sales.
- 4.3 This will be used to fund the Fire and Loft reserve as presented at the previous HRB.

Housing Capital Programme	2018/19		
	Year to Date		
	Total	RTB Receipts	Revenue Cont
	£	£	£
<b>Opening Bal (YE 2017)</b>	(1,483,758)	(1,483,758)	0
Addition of Q1+Q2+Q3 RTB Receipts	(486,957)	(486,957)	0
<b>Current Balance before Exp</b>	<b>(1,970,715)</b>	<b>(1,970,715)</b>	<b>0</b>
Year to Date Expenditure	387,774	387,774	0
<b>Current Balance</b>	<b>(1,582,941)</b>	<b>(1,582,941)</b>	<b>0</b>
Forecast Future Expenditure	399,057	399,057	0
<b>Forecast Balance 2018 YE</b>	<b>(1,183,884)</b>	<b>(1,183,884)</b>	<b>0</b>

# Annex A – HRA Summary Account

## EAST DEVON DISTRICT COUNCIL REVENUE BUDGET MONITORING 2018/2019 SUMMARY OF HOUSING REVENUE ACCOUNT Period to 28 February 2019

2018/19			Service	2018/19			
Budget				Year to Date		Forecast	
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var
£	£	£		£			
(17,722,690)	(17,722,690)	(16,245,790)	INCOME	(16,329,505)	(83,715)	(17,690,297)	32,393
(544,930)	(544,930)	(499,510)	Gross Property Rent including Garages	(505,428)	(5,918)	(547,547)	(2,617)
(18,267,620)	(18,267,620)	(16,745,300)	Other Rents & Income				
			Total Income	(16,834,933)	(89,633)	(18,237,844)	29,776
			EXPENDITURE				
			Repairs & Maintenance				
2,701,440	2,701,440	2,476,310	General	2,499,827	23,517	2,727,084	25,644
1,282,400	1,282,400	1,195,300	Special Works	1,251,222	55,922	1,364,969	82,569
			Supervision & Management				
4,030,340	4,030,340	3,799,720	General	3,569,837	(229,883)	3,844,760	(185,580)
1,601,111	1,601,111	1,503,990	Special	1,357,512	(146,478)	1,452,468	(148,643)
290,030	290,030	268,820	Other Expenditure	217,480	(51,340)	237,251	(52,779)
9,905,321	9,905,321	9,244,140	Total Management & Maintenance	8,895,878	(348,262)	9,626,532	(278,789)
0	0	0	Adjustment to Bad Debt Provision	0	0	0	0
1,312,250	1,312,250	1,202,896	Depreciation - dwellings	1,202,896	0	1,312,250	0
0	0	0	- other	0	0	0	0
3,094,440	3,094,440	2,836,570	Transfer to Major Repairs Reserve	2,271,346	(565,224)	2,477,832	(616,608)
14,312,011	14,312,011	13,283,606	Total Expenditure	12,370,120	(913,486)	13,416,614	(895,397)
(3,955,609)	(3,955,609)	(3,461,694)	NET COST OF SERVICE	(4,464,813)	(1,003,119)	(4,821,230)	(865,621)
(20,170)	(20,170)	(20,170)	Interest on Balances	0	20,170	(20,170)	0
2,562,960	2,562,960	2,349,380	Principal & Interest Payable (PWLb loans)	2,349,380	0	2,562,960	0
(10)	(10)	(9)	Interest on Council House Sales (mortgages)	0	9	(10)	0
2,542,780	2,542,780	2,329,201		2,349,380	20,179	2,542,780	0
(1,412,829)	(1,412,829)	(1,132,493)	NET OPERATING EXPENDITURE - Deficit / (Surplus)	(2,115,433)	(982,940)	(2,278,450)	(865,621)
0	0	0	Prov for Bad Debts increase	0	0	0	0
(1,412,829)	(1,412,829)	(1,132,493)	Deficit / (Surplus) for the Year	(2,115,433)	(982,940)	(2,278,450)	(865,621)
			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)	(1,132,493)	Deficit / (Surplus) in year	(2,115,433)	(982,940)	(2,278,450)	(865,621)
(6,404,509)	(6,404,509)	(6,124,173)	Total Balance C/F	(7,107,113)	(982,940)	(7,270,130)	(865,621)
(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 28 February 2019

2018/19			Service	2018/19				
Budget				Year to Date		Forecast		
Original	Revised	Year to Date		Actual	Variance	YE Proj.	YE Var	
£	£	£		£	£			
(17,259,560)	(17,259,560)	(15,821,300)	SB	INCOME				
(463,130)	(463,130)	(424,490)	SB	Gross Property Rents	(15,938,187)	(116,887)	(17,266,369)	(6,809)
(544,930)	(544,930)	(499,510)	SB	Garage Rents	(391,318)	33,172	(423,928)	39,202
			SB	Other Rents and Income	(505,428)	(5,918)	(547,547)	(2,617)
(18,267,620)	(18,267,620)	(16,745,300)		TOTAL INCOME	(16,834,933)	(89,633)	(18,237,844)	29,776
				REPAIRS & MAINTENANCE				
				Repairs and Maintenance - General				
1,754,440	1,754,440	1,608,300	AG	Response Maintenance	1,821,281	212,981	1,986,852	232,412
0	0	0	AG	Rechargeable Works	0	0	0	0
0	0	0	AG	Storm Damage	0	0	0	0
				Programmed Maintenance				
37,000	37,000	33,880	AG	Communal Areas	24,131	(9,749)	26,325	(10,675)
0	0	0	AG	Smoke & Carbon Monoxide Alarms	1,719	1,719	1,875	1,875
20,000	20,000	18,370	AG	Emergency Equipment Test & Repair	21,635	3,265	23,602	3,602
0	0	0	AG	Emergency Light Testing	8,981	8,981	9,797	9,797
0	0	0	AG	Automated Door Servicing	5,314	5,314	5,797	5,797
20,000	20,000	18,370	AG	Legionella Testing	8,970	(9,400)	9,785	(10,215)
1,000	1,000	880	AG	PAT Testing	62	(818)	68	(932)
180,000	180,000	165,000	AG	Solid Fuel Appliances	183,906	18,906	200,625	20,625
450,000	450,000	412,500	AG	Gas Boilers Servicing	230,154	(182,346)	251,077	(198,923)
100,000	100,000	91,630	AG	Electrical Inspections	82,752	(8,878)	90,275	(9,725)
1,000	1,000	880	AG	Clos-o-mat Servicing	5,055	4,175	5,515	4,515
85,000	85,000	77,880	AG	Lift Maintenance	72,654	(5,226)	79,259	(5,741)
25,000	25,000	22,880	AG	External Painting Programme	390	(22,490)	425	(24,575)
8,000	8,000	7,370	AG	Service of Rainwater Harvest Systems	3,872	(3,498)	4,224	(3,776)
20,000	20,000	18,370	AG	Interior Decoration	28,951	10,581	31,583	11,583
947,000	947,000	868,010		Total Programmed Maintenance	678,546	(189,464)	740,232	(206,768)
2,701,440	2,701,440	2,476,310		Total Repairs and Maintenance - General	2,499,827	23,517	2,727,084	25,644
				Repairs and Maintenance - Special Works				
100,000	100,000	91,630	AG	Adaptations for Disabled	170,052	78,422	185,511	85,511
10,000	10,000	9,130	AG	Fence Programme	32,384	23,254	35,328	25,328
250,050	250,050	229,180	AG	Fire Safety Works	338,196	109,016	368,941	118,891
50,000	50,000	45,870	AG	Dampness Eradication & Condensation	43,279	(2,591)	47,213	(2,787)
10,000	10,000	9,130	AG	Loft Insulation	7,630	(1,500)	8,324	(1,676)
120,000	120,000	110,000	AG	Fuel Efficiency Measures	82,715	(27,285)	90,235	(29,765)
10,000	10,000	9,130	AG	Improvements Voucher Scheme	8,124	(1,006)	8,863	(1,137)
12,000	12,000	11,000	AM	Sanctuary Scheme	4,616	(6,384)	5,036	(6,964)
270,000	270,000	247,500	AG	Asbestos Surveys	148,366	(99,134)	161,854	(108,146)
150,000	150,000	137,500	AG	Asbestos Works	95,452	(42,048)	104,129	(45,871)
85,000	85,000	77,880	AG	Gutter Repairs/Improvements	123,469	45,589	134,693	49,693
0	0	0	AG	Renewal of Walls	0	0	0	0
100,350	100,350	91,970	AG	Handyperson Scheme	57,110	(34,860)	62,302	(38,048)
0	0	0	AG	Replacement Floors	0	0	0	0
30,000	30,000	27,500	AG	Structural Works - Subsidence	0	(27,500)	0	(30,000)
5,000	5,000	24,620	SB	Grant via Tenant Participation	3,649	(20,971)	3,981	(1,019)
20,000	20,000	18,370	AG	Energy Performance Certificates	17,216	(1,154)	18,781	(1,219)
10,000	10,000	9,130	AG	Path Repairs	53,871	44,741	58,768	48,768
10,000	10,000	9,130	AG	Minor Schemes	4,192	(4,938)	4,573	(5,427)
10,000	10,000	9,130	AG	Flat Roof Repairs	25,708	16,578	28,045	18,045
30,000	30,000	27,500	AG	Chimney Repairs	35,193	7,693	38,392	8,392
1,282,400	1,282,400	1,195,300		Total Repairs and Maintenance - Special Works	1,251,222	55,922	1,364,969	82,569

# 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	2,450,590	Employees		2,324,557	(126,033)	2,535,880	(135,080)
238,980	238,980	238,980	Premises		221,106	(17,874)	238,980	0
127,870	127,870	117,620	Transport		96,073	(21,547)	104,807	(23,063)
250,440	250,440	250,440	Supplies & Services		247,382	(3,058)	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	4,257,120	Total Expenditure		4,052,158	(204,962)	4,329,597	(158,143)
(2,760)	(2,760)	(2,760)	Income		(27,681)	(24,921)	(30,197)	(27,437)
4,484,980	4,484,980	4,254,360	Net Expenditure before Recharges		4,024,477	(229,883)	4,299,400	(185,580)
(454,640)	(454,640)	(454,640)	Recharge income		(454,640)	0	(454,640)	0
4,030,340	4,030,340	3,799,720	Net Supervision & Management - General		3,569,837	(229,883)	3,844,760	(185,580)
			Net Expenditure Analysis by Cost Centre					
856,835	856,835	840,010	JG	General Operational Management	653,599	(186,411)		
225,169	225,169	213,400	JG	Strategic Lead Housing & support	242,305	28,905		
1,215,839	1,215,839	1,133,360	SB	Landlord Services	1,011,931	(121,429)		
1,048,139	1,048,139	977,680	AM	Housing Needs & Strategy	1,025,732	48,052		
1,107,679	1,107,679	1,038,380	AG	Asset & Property	1,059,111	20,731		
31,319	31,319	30,940	AG	Council House Sales	32,006	1,066		
4,484,980	4,484,980	4,233,770		Net Expenditure before Recharges	4,024,684	(209,086)		
(454,640)	(454,640)	(454,640)		Recharge income	(454,640)	0		
4,030,340	4,030,340	3,779,130	Total Analysis by Cost Centre		3,570,044	(209,086)		
			Supervision & Management - Special					
70,160	70,160	66,020	SB	Communal Areas Cleaning	67,686	1,666	73,839	3,679
40,880	40,880	38,520	SB	Community Centres	37,622	(898)	41,042	162
10,000	10,000	9,130	AM	Choice Based Lettings	5,999	(3,131)	6,544	(3,456)
313,000	313,000	313,000	SB	Maintenance of Grounds	312,999	(1)	312,999	(1)
35,320	35,320	32,860	SB	Play Areas	-6,788	(39,648)	(7,405)	(42,725)
45,560	45,560	21,810	SB	Estate Management	33,146	11,336	36,159	(9,401)
13,000	13,000	11,880	SB	Anti Social Behaviour	0	(11,880)	0	(13,000)
410	410	330	SB	Caretaking & Window Cleaning	0	(330)	0	(410)
35,021	35,021	32,120	AG	Communal Areas Lighting	29,375	(2,745)	32,045	(2,976)
6,000	6,000	5,500	AG	Shared House St Andrews Road Exmouth	433	(5,067)	472	(5,528)
5,000	5,000	4,620	AM	Mutual Exchanges	11,115	6,495	12,125	7,125
26,080	26,080	23,870	AG	Communal Areas Heating	14,925	(8,945)	16,282	(9,798)
5,000	5,000	4,620	AM	Longitudinal Study	5,419	799	5,912	912
75,000	75,000	68,750	AG	Stock Condition Survey	0	(68,750)	0	(75,000)
3,290	3,290	3,030	SB	Tenants' Conference	3,027	(3)	3,302	12
15,000	15,000	13,750	AM	New Build Feasibility	6	(13,744)	7	(14,993)
15,000	15,000	13,750	JG	ASW Procurement	12,075	(1,675)	13,173	(1,827)
5,000	5,000	4,620	TC	Decommissioning Costs	0	(4,620)	0	(5,000)
5,000	5,000	4,620	JG	Business Plan Update	0	(4,620)	0	(5,000)
9,400	9,400	9,100	TC	District Offices running expenses	7,075	(2,025)	7,718	(1,682)
777,470	777,470	722,580	TC	Mobile Support Officers	755,040	32,460	823,680	46,210
85,000	85,000	93,990	SH	Sheltered Schemes Equipment Maintenance	61,759	(32,231)	67,373	(17,627)
5,520	5,520	5,520	AG	Sewage Treatment Works	6,599	1,079	7,199	1,679
1,601,111	1,601,111	1,503,990	Total Supervision & Management - Special		1,357,512	(146,478)	1,452,468	(148,643)

# 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	49,760	AG	Sewerage - Repairs, Maintenance & Emptying	14,224	(35,536)	15,517	(38,553)
29,380	29,380	27,240	SB	Tenant Participation	26,835	(405)	29,275	(105)
5,250	5,250	4,840	SB	Tenant Scrutiny	8,193	3,353	8,938	3,688
2,030	2,030	1,870	SB	Storage	833	(1,037)	909	(1,121)
5,130	5,130	4,730	SB	Honiton - 38 St Pauls Road Heathpark	794	(3,936)	866	(4,264)
20,240	20,240	18,610	SB	Community Development Work	13,092	(5,518)	14,282	(5,958)
0	0	0	SB	Honiton Together	(500)	(500)	(545)	(545)
2,000	2,000	1,870	SB	Minor Management Schemes	(902)	(2,772)	(984)	(2,984)
0	0	0	AG	Road Repairs	745	745	813	813
1,020	1,020	990	SB	Signs on Estates	1,003	13	1,094	74
8,120	8,120	7,480	SB	Eviction Expenses	29,373	21,893	32,043	23,923
0	0	0	AG	Off Street parking - Grants to Tenants	0	0	0	0
3,050	3,050	2,750	AG	Pest Control Expenses	2,188	(562)	2,387	(663)
10,000	10,000	9,130	AG	Gully Cleansing	0	(9,130)	0	(10,000)
31,470	31,470	31,090	AG	Tree Felling and Planting	26,470	(4,620)	28,876	(2,594)
5,000	5,000	4,620	AG	Landscaping	10,907	6,287	11,899	6,899
75,000	75,000	68,750	AM	Removal Expenses (downsizing)	42,490	(26,260)	46,353	(28,647)
0	0	0	AG	Private Water Supplies - Service & Maintenance	0	0	0	0
23,270	23,270	21,340	SB	Removal of Rubbish	34,308	12,968	37,427	14,157
15,000	15,000	13,750	SB	Best Value - Housemark	7,427	(6,323)	8,102	(6,898)
290,030	290,030	268,820	TOTAL OTHER EXPENDITURE		217,480	(51,340)	237,251	(52,779)
			MAJOR REPAIRS ACCOUNT					
20,000	20,000	18,333	AG	Heating Upgrades	96,111	77,778	104,848	84,848
0	0	0		COT heating upgrades	0	0	0	0
800,000	800,000	733,333	AG	Gas Boilers Replacement	245,213	(488,120)	267,505	(532,495)
0	0	0	AG	COT new boilers	8,834	8,834	9,637	9,637
300,000	300,000	275,000	AG	Electrical Updating	86,961	(188,039)	94,867	(205,133)
150,000	150,000	137,500	AG	Roof Renewal	107,641	(29,859)	117,427	(32,573)
350,690	350,690	321,466	AG	Replacement Kitchens	342,811	21,345	373,976	23,286
190,000	190,000	174,167	AG	COT kitchens	139,751	(34,416)	152,456	(37,544)
100,000	100,000	91,667	AG	Replacement Doors	121,235	29,568	132,256	32,256
320,000	320,000	293,333	AG	Replacement uPVC fascias etc	69,717	(223,616)	76,055	(243,945)
210,000	210,000	192,500	AG	Replacement Bathrooms	164,640	(27,860)	179,607	(30,393)
70,000	70,000	64,167	AG	COT bathrooms	77,089	12,922	84,097	14,097
10,000	10,000	9,167	AG	Electrical Works on COT	82,942	73,775	90,482	80,482
1,886,000	1,886,000	1,728,833	AG	COT: Other Expenditure	1,931,297	202,464	2,106,869	220,869
4,406,690	4,406,690	4,039,466	TOTAL MAJOR REPAIRS ACCOUNT		3,474,242	(565,224)	3,790,082	(616,608)

## Annex E – Capital – Affordable Housing Expenditure

CHRAFF - Affordable Housing Expenditure	2018/19		
	Year to Date		
	Spend	RTB Receipts	HRA Cont.
	£	£	£
<b>Purchased Property Name</b>			
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	202,948	60,884	142,063
28 Churchill Road Exmouth	218,685	65,605	153,079
9 Primrose Way Seaton	192,444	57,733	134,711
4 Evett Close Exmouth	199,794	59,938	139,856
17 Roseway Exmouth Ex8 2pp	107,745	32,323	75,421
Hmo 1 Morton Way Exmouth	439,141	131,742	307,399
5 Whitton Court Sidmouth	142,463	42,739	99,724
<b>Total</b>	<b>2,882,175</b>	<b>864,652</b>	<b>2,017,522</b>



# Item 21 Housing Service

## Quarterly Performance Indicator Report

### Quarter 3 2018/19 Financial Year

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## Background Information

Performance against 2017/18 quarter has been included to provide some context to the statistics.

	Performance is worse than 2017/18 quarter figure by over 5%
	Performance is within 5% of 2017/18 quarter figure
	Performance is better than 2017/18 performance figure

**0.0 Summary**

Description	2017/18	2018/19					Progress against 2017/18 quarter 3
	Cumulative Total	Apr- Jun	Jul-Sep	Oct - Dec	Jan - Mar	Cumulative Total	
Total supply of social rent housing and intermediate housing	229	28	33	55		116	
Total New ASB Cases	318	34	29	15		78	
No. of new stage 1 complaints	24	11	7	9		27	
Calls answered under 1 minute (%)	98.2	98.1	98.1	97.8		98.0	
The average re-let time in days General Needs	43.5	25.2	26.6			25.9	

Description	2017/18	2018/19					
	Cumulative Total	Apr- Jun	Apr-Sep	Apr - Dec	Apr- Mar	Cumulative Total	
% of rent due collected from current & former tenants (whether property (incl garage) is occupied or not & including all arrears brought forward) - Year to date	98.6%	99.6%	98.1%	99.1%		98.1%	
Percentage of routine repairs completed within target time	96.4%	95.0%	91.5%	91.5%		91.5%	

**1.0 Affordable Housing Completions**

Performance Indicator	2017/18	2018/19							Performance against 2017/18 quarter 3
	Cumulative Total	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Cumulative Total	Target	% of target met	
Number of affordable homes delivered (gross) (LAA)	229	28	33	55		116	100	61	
EDDC Acquisitions	28	8	4	1		13	#	#	

Source: SPAR.net

**2.0 Anti-social behaviour**

Performance Indicator	2017/18	2018/19				Cumulative Total	Performance against 2017/18 quarter 3
	Cumulative Total	April-Jun	Jul-Sep	Oct-Dec	Jan-Mar		
<b>No. of new ASB cases</b>							
Alcohol related (H)	4	1					
Child behaviour*	4						
Communal Fire*	11						
Communal Garden*	2	0					
Communal Internal*	3	0		1			
Communal Open Space*	17	4					
Condition of Garden*	3	1					
Condition of Property*	29	2	4	4			
Criminal Behaviour (O)	11	1	1	3			
Dangerous Animal	0	0	3				
Domestic Abuse (I)	1	1		3			
Drugs, substance misuse, dealing (G)	12	11	2				
Garden Nuisance (L)	80	1	3				
Harrassment*	9	1	1				
Hate Related ( C)	0	1	1	1			
Illegal Occupation, Squatter*	4	1					
Litter, Rubbish, Fly Tipping (K)	11	0					
Misuse of Communal Areas (M)	0	0					
Noise (A)	55	7	2	1			
Nuisance from Vehicles (F)	0	0					
Parking Dispute*	6	0					
Pets & Animal Nuisance (E)	19	0					
Physical Violence (J)	5	2	6				
Prostitution, Sex Acts (N)	0	0					
Untaxed Vehicle*	5	0					
Vandalism & Damage to Property (D)	0	0					
Vehicle Nuisance*		0	1	2			
Verbal Abuse (B)	19	0	5				
<b>Total New ASB Cases</b>	<b>318</b>	<b>34</b>	<b>29</b>	<b>15</b>			

Source: Estate Management Customer Satisfaction Survey, OH

\*process changed to a telephone survey

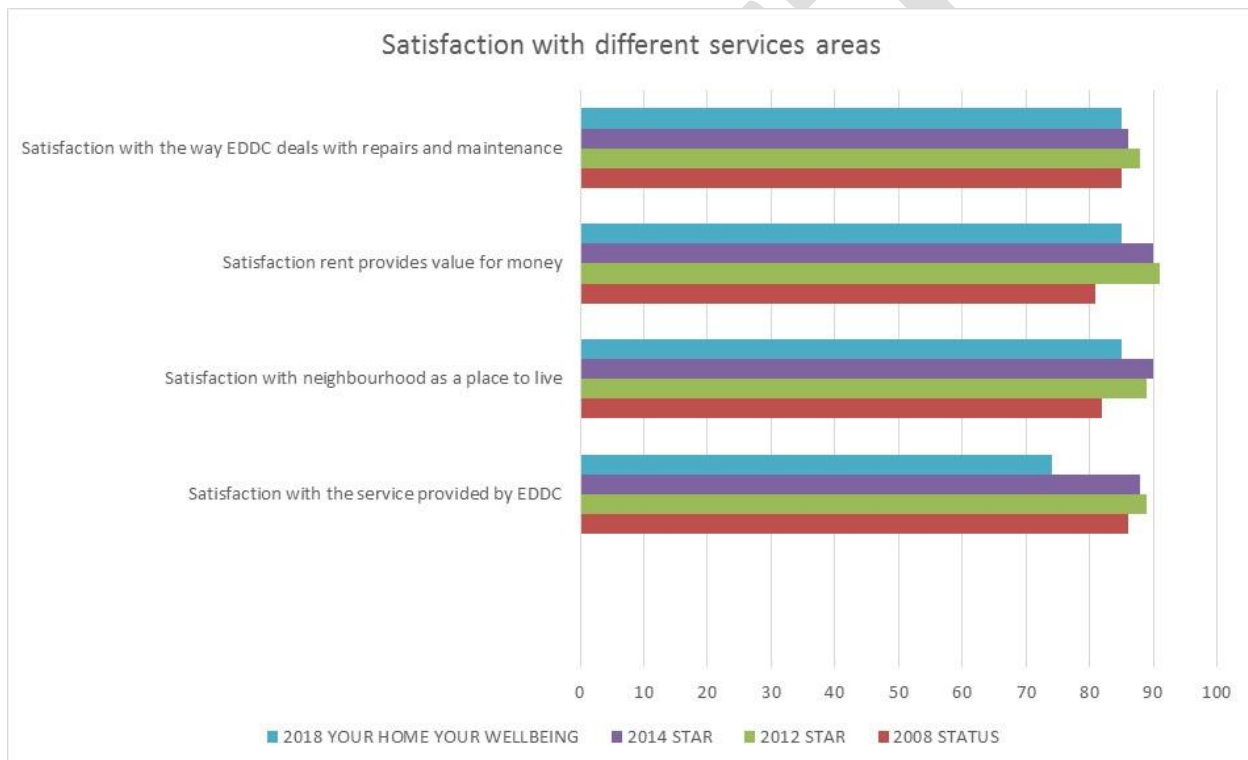
**3.0 Complaints**

Description	2017/18	2018/19				2018/19	Performance against 2017/18 quarter 3
	Cumulative Total	April- Jun	Jul-Sep	Oct - Dec	Jan - Mar	Cumulative Total	
No. of new stage 1 complaints	24	11	7	9		27	
Allocations complaints	6	1	0	1		2	
ASB complaints	1	4	1	1		6	
Estate services complaints	5	1	1			2	
Tenancy management complaints	3	1	1	1		3	
Rents and service charges complaints	7	1	1			2	
Repairs and maintenance complaints	7	3	1	4		8	
Staff & customer service complaints	3	0	2	2		4	
Other complaints	0	0	0			0	
Average time in calendar days to issue full response to all Stage 1 complaints	25.5	25.54	30	27.28		27.6	

## 4.0 Customer Satisfaction

Description	2008 STATUS	2012 STAR	2014 STAR	2018 YOUR HOME YOUR WELLBEING
Satisfaction with the service provided by EDDC	86	89	88	74
Satisfaction with neighbourhood as a place to live	82	89	90	85
Satisfaction rent provides value for money	81	91	90	85
Satisfaction with the way EDDC deals with repairs and maintenance	85	88	86	85

Source: STATUS and STAR surveys and Your Home, Your Wellbeing Survey (2018). 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**

Stock	2017/18	2018/19								
Housing Type	Cumulative Total	April- Jun		Jul-Sep		Oct - Dec		Jan - March		Cumulative Total
		GN	SH	GN	SH	GN	SH	GN	SH	
Bedsit						23	17			40
Bungalow						202	782			984
Flat						638	531			1169
House						1983	15			1998
Maisonette						5				5
Room						6				6
Total		2864	1344	2871	1339	2857	1345			4202

Source: Open Housing



**6.0 Homelessness**

Performance Indicator	2016/17	2017/18	2018/19				
Description	Cumulative Total	Cumulative Total	April- Jun	Jul-Sep	Oct - Dec	Jan - March	Cumulative Total
Approaches: Number of people who indicate that they are homeless or about to become homeless	312	260	84	81	77		242
Acceptances: Number of people who EDDC have accepted as homeless	18	28	#	2	8		10
Successful Preventions: Number of cases	287	230	5	28	65		98
Successful Relief: Number of cases	#	#	4	14	23		41
Verified rough sleeper count	#		13	14	4		31

Source: Homelessness &amp; Housing Options Team (Jigsaw) &amp; SPAR

**7.0 Home Safeguard**

Description	2017/18	2018/19					Progress against last quarter 3 2017/18
	Cumulative total	Apr-June	July-Sept	Oct-Dec	Jan-March	Cumulative total	
Call Handling							
Answered in under 1 Minute	#	97.80	98.14	97.81%		97.90	
Answered in under 3 Minutes	#	99.62	99.60	99.77%		99.70	
Answered in over 3 Minutes	#	0.38	0.40	0.23%		0.34	
% of Operators Achieving Under 1 Minute KPI	#	#	#	#		#	
Installations							
Under 2 working Days (urgent) - Number	33	7	12	6		25	#
Under 2 working Days (urgent) - % installed within target time	100%	100%	100%	100%		100%	
Under 5 working Days - Number	2	0	0	0		0	#
Under 5 working Days - % installed within target time	100%	100%	100%	100%		100%	
Under 15 working Days (non urgent) - Number	469	133	111	102		346	#
Under 15 working Days (non urgent) - % installed within target time	100%	100%	100%	100%		100%	
Under 20 working Days (non urgent) - Number	0	0	0	0		0	#
Under 20 working Days (non urgent) - % installed	100%	100%	100%	100%		100%	
Repairs*							
Critical Repairs							
Total Number Critical Repairs	#	41	39	31		111	#
Total Number Critical Repairs within 48 hours	#	41	39	31		111	#
Total Number Critical Repairs over 48 hours	#	0	0	0		0	#
% Critical within target time	#	100.0%	100.0%	100.0%		100.0%	
Non Critical Repairs							
Total Number Non Critical Repairs	#	18	32	31		81	#
Total Number Non Critical Repairs within 96 hours	#	18	32	29		79	#
Total Number Non Critical Repairs over 96 hours	#	0	0	2		2	#
% Critical within target time	#	100.0%	100.0%	94.0%		98.0%	
Complaints							
Total complaints	0	0	0	0		0	

Source: Homesafeguard Team

## **8.0 Lettings**

Confirmation on void data is needed from team(s)

Source: OH

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**9.0 Number of Households on the East Devon Housing Waiting List**

Performance Indicator	2017/18	2018/19			
	End of Year Total	Apr-Jun	Jul-Sep	Oct-Dec	Apr-Mar
Band A - Emergency Housing Need	1	1	1	10	
Band B - High Housing Need	294	295	315	320	
Band C - Medium Housing Need	465	528	571	620	
Band D - Low Housing Need	811	931	1016	1057	
Band E - No Housing Need	1790	2304	2463	2542	
<b>Total</b>	<b>3361</b>	<b>4059</b>	<b>4366</b>	<b>4549</b>	

Source: Devon Home Choice

**10 Private Sector Housing**

Description	Cumulative Total 2017/18	2018/19				Cumulative Total 2018/19
		April- Jun	Jul-Sep	Oct - Dec	Jan - March	
Empty homes investigated	0	#	#	8		#
Empty homes genuinely brought back into use	0	#	#	8		#
Non-exempt empty homes	0	#	#	8		#
Disabled Facilities Grant Approvals	71	15	37	51		103
Disabled Facilities Grant Completions	78	14	11	25		50

Source: Council Tax Return &amp; Private Sector Team records

**11 Rental**

Performance Indicators	2017/18	2018/2019			Performance against 2017/18 quarter 3
	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)	£18,573,864.38	£4,978,724.81	£9,611,223.47	£14,318,887.71	#
Rent and service charges that could not be collected during the period benchmarked due to empty dwellings (incl garages)	£389,632.66	£95,781.32	£185,543.61	£264,321.70	#
Rent collected year to date from current tenants (excludes refunds and adjustments)	£18,304,758.00	£4,829,195.42	£9,453,436.95	£13,886,213.31	#
Rent collected year to date from former tenants (excludes refunds and adjustments)	£46,560.15	£15,294.67	£3,929.90	£41,321.63	#
Rent collected year to date from current & former tenants (excludes refunds and adjustments)	£18,351,318.00	£4,844,490.09	£9,457,366.85	£13,927,534.94	#
Total tenant arrears - start of year	£344,151.84	£274,856.98	£242,510.09	£316,925.06	#
Total tenant arrears - end of period	£274,856.98	£242,510.09	£316,925.06	£366,199.30	#
Current tenant arrears - start of year	£272,632.03	£212,632.03	£222,114.58	£266,969.52	#
Current tenant arrears - end of period	£212,755.13	£222,114.58	£266,969.52	£265,431.50	#
Former tenant arrears - start of year	£70,254.48	£62,101.85	£69,817.44	£77,520.61	#
Former tenant arrears - end of period	£62,101.85	£69,817.44	£77,520.61	£100,065.52	#
Total rent and service charges of current and former tenants, which were actually written off as unrecoverable year to date	£39,225.52	£64.98	£10,820.72	£14,468.16	#
Suspense Account	£12,054.40	£0.00	£0.00	£0.00	
Refunds and adjustments	£142,933.39	£35,155.61	£61,428.61	£35,987.58	

Total number of evictions due to rent arrears year to date	6	0	2	4		
Number of tenancies at the start of the period	4166	4192	4216	4176		#
Number of tenancies at the end of the period	4192	4216	4176	4129		#
Prepaid B/Fwd	£222,490.87	£217,094.40	£449,083.02	£153,655.52		#
Prepaid C/Fwd	£425,900.39	£45,412.79	£339,594.71	£350,882.10		#
Rent and service charges due excluding rent and service charges that could not be collected during the period benchmarked due to empty dwellings	£18,573,864.38	£4,882,943.49	£9,425,679.86	£14,054,566.01		#
% of rent due collected from current & former tenants (excluding arrears b/fwd) where property is occupied	98.8%	99.2%	100.3%	99.1%		
% of rent due collected from current & former tenants (whether property (incl garage) is occupied or not & including all arrears brought forward)	97.4%	92.2%	96.0%	95.2%		
% of rent due collected from current & former tenants (whether property (incl garage) is occupied or not & excluding all arrears brought forward)	98.8%	97.3%	98.4%	97.3%		
% of rent due collected from current tenants (excluding arrears b/fwd)	98.6%	98.9%	100.3%	98.8%		
% of rent due collected from current tenants (including arrears b/fwd)	97.1%	94.8%	98.0%	97.0%		
Rent arrears of current tenants as a % of rent due	1.1%	4.5%	2.8%	1.9%		
Rent arrears of former tenants as a % of rent due	0.3%	1.4%	0.8%	0.7%		
Rent arrears of former & current tenants as a % of rent due	1.5%	5.0%	3.4%	2.6%		
Rent arrears of current and former tenants written off as a % of rent due	0.2%	0.0%	0.1%	0.1%		
Rent loss due to empty properties as a % of rent due	2.1%	1.9%	1.9%	1.8%		
Evictions due to rent arrears as a % of all tenancies	0.1%	0.00%	0.05%	0.10%		

Source: OH, Rental Team; HouseMark PI Tracking

**12 Repairs**

PLEASE NOTE QUERY WITH MD DATA

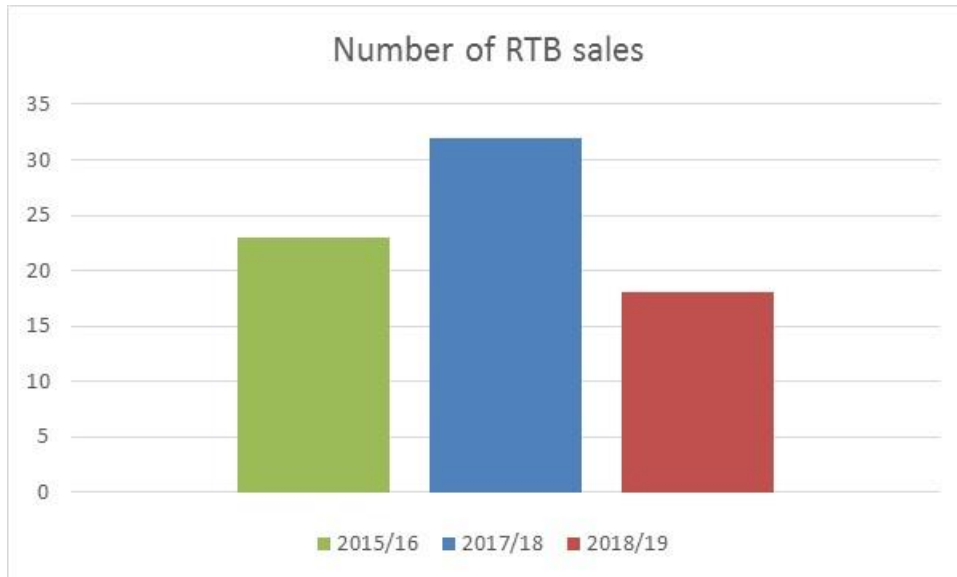
	Cumulative Total 2017/18	2018/2019										Cumulative (by quarter) Total 2018/19
		Apr-Jun		Jul-Sep		Oct-Dec		Jan-Mar		Cumulative		
Performance Indicator		Skinner	MD	Skinner	MD	Skinner	MD	Skinner	MD	Skinner	MD	
The total number of emergency repairs completed year-to-date	691	94	173	69	175	59	190			222	538	244
The total number of emergency repairs completed year-to-date that were completed within target	666	94	160	69	166	59	187			222	513	235
Percentage of emergency repairs completed within target time - Year to date	96.4%	100%	92.5%	100%	92.5%	100%	98.4%			100%	94.5%	96.3%
The total number of routine repairs completed year-to-date	8674	1056	1318	1047	1555	1263	1597			3366	4470	2602
The total number of routine repairs completed year-to-date that were completed within target	8359	1003	1209	1020	1360	1203	1343			3226	3912	2380
Percentage of routine repairs completed within target time	96.4%	95.0%	91.7%	97.4%	87.5%	95.2%	84.1%			95.9%	87.8%	91.5%
The total number of first time first fix (emergency) - excl decorating	399	94	78	69	99	94	184			257	361	168
% First time first fix (emergency)	97.8%	100%	99%	100%	98.9%	100%	100.0%			100%	99%	99.5%
The total number of fist time first fix (routine)	6699	906	950	911	1136	906	1539			2723	3625	2047
% First time first fix (routine)	82.5%	88%	75%	87.0%	79.9%	88.0%	100.0%			88%	85%	83.5%
Average number of hours to complete (emergency)	3.0	4	9.6	4	0.96	4	3.6			4	4.7	2.48
Average number of days to complete (routine)	11.4	9.5	19.0	8	18.84	9.5	20.9			9	19.6	13.42
The total number of appointments (jobs requiring access only)	8563	1056	1295	1047	1464	1056	1388			3159	4147	7306
The total number of recalls	107	3	#	3	#	1	#			7	#	7
The percentage of properties, requiring a landlord gas safety record, that have a valid landlord gas safety record	100%	100%	100%	99.4%	99.4%	100%	100%			#	#	100.0%
Overall gas safety check service rating - % positive satisfaction rating	#	#	#	#	#	#	#			#	#	#

Source: Skinner and MD, Liberty Gas Servicing Portal Report



**13 Right To Buy**

Performance Indicators	2017/18	2018/19				2018/19	2015/16
		Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar		
Number of completed RTB sales	32	3	7	8		18	23



Source: Open Housing



**Report to:** **Housing Review Board**

**Date of Meeting:** 28 March 2019

**Public Document:** Yes

**Exemption:** None

**Review date for release** None

**Agenda item:** **22**

**Subject:** **Devon Home Choice Update**

**Purpose of report:** For information.

**Recommendation:** **That this report be noted by the Housing Review Board**

**Reason for recommendation:** This report is for information only.

**Officer:**

Paul Lowe, Housing Enabling & Allocations Manager  
[pjlowe@eastdevon.gov.uk](mailto:pjlowe@eastdevon.gov.uk)

**Financial implications:** Financial implications are contained within the body of the report.

**Legal implications:** There are no legal implications highlighted in the report.

**Equalities impact:** Low Impact

**Risk:** Low Risk

**Links to background information:** • .

**Link to Council Plan:** Living in this outstanding place.

## 1 Background

- 1.1 East Devon District Council have been a member of Devon Home Choice (DHC) since 2010 and are represented along with ten other Local Authorities and Registered Providers (RP's) that make up the DHC Board.
- 1.2 In 2014 the DHC Board decided to change the software supplier from Abritras to Home Connections. This organisation currently provides the software platform that DHC operates from.
- 1.3 DHC is an online based housing register that enables individuals to register, then bid for suitable rented homes either with a RP or Local Authorities. DHC has been designed to

allow applicants to register on line or if necessary over the phone. It bands individuals into housing need, the highest being band A the lowest Band E. Band A is for those who urgently need housing whilst Band E is considered as having no housing need.

- 1.4 From EDDC's perspective, DHC is managed within the Council's Allocations Team which includes a dedicated DHC Officer in addition to other team members that process all enquiries and applications.

## **2 Devon Home Choice Housing Need Figures**

- 2.2 As of the 1<sup>st</sup> April 2018 there were 3915 applications on DHC compared to 3361 at the same time the previous year. Currently there are 4654 DHC applicants looking for a home in East Devon. The aforementioned figures include Band E applications.
- 2.3 The figures below exclude Band E applications and show the number of bedroom's needed. The figures shown are from the 1<sup>st</sup> April of each year. The present day figure reflects the need so far this year.

<b>Band A – D only</b>				
	1 Bed	2 Bed	3 Bed	4+Bed
Year				
April 17	911	396	160	104
April 18	977	408	212	116
Present	1183	461	271	153

- 2.4 The total number of properties that have been allocated so far this year is 445. Compared to the previous year's figure of 379. These figures include all allocations made by Registered Providers and East Devon District Councils.

## **3. Devon Home Choice Applicant Review**

- 3.1 The Council's Allocations Team are about to embark on a review of all applicants that have registered on DHC and have not either bid for a property or accessed their DHC records within the past twelve months. Emails and letters will be sent to all the applicants concerned. The applications will be cancelled if there has been no change to the application after 14 days. If necessary, the applicant can reactivate the application at a later date.

## **4. Devon Home Choice Software Review**

- 4.1 Due to repeated and ongoing issues with the current software provider a decision by the DHC Board has been made to source a new supplier. DHC Partners have continually experienced technical problems with the provider that includes lack of processing capacity, protracted periods when the system has failed completely and other day to day 'back office' operational issues.
- 4.2 The tender process is expected to start in March / April 2019. The new software provider will be in place before the current contract expires in May 2020.
- 4.3 At this time it's not clear as to the actual cost of switching to another provider. The DHC Board's reserves will cover any initial set-up costs incurred by the new provider. Currently EDDC contribute £1,000 per annum to the Board, plus £25 per advert that appears in the newsletter and online.

- 4.4 EDDC may have to contribute an additional amount to facilitate this new service, depending on the overall cost of employing the new software provider. As previously mentioned it is hoped that the DHC Board's reserves will meet any additional set up costs.
- 4.5 If additional funding is required then a further report will be presented to the Board.





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# What you need to know about the Homes (Fitness for Human Habitation) Act 2018





# What you need to know about the Homes (Fitness for Human Habitation) Act 2018



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Housing

The [Homes \(Fitness for Human Habitation\) Act 2018](#) is a piece of legislation which became law when it gained royal assent on 20 December 2018. It was originally put forward by Labour MP Karen Buck as a private members' bill (a piece of legislation proposed by a backbench MP) but became law after gaining cross-party support.

In summary the Act requires that rented homes are always kept in a condition that is 'fit for human habitation' and allows tenants to take their landlord to court if they are not.

This briefing for CIH members provides a short overview of the Act including who it applies to, when it comes into effect, what it will do in practice and what CIH thinks about it. More detailed [guidance documents](#), for landlords, tenants and local authorities, have also been published by the Government.

## Who the Act applies to

The Act applies to properties that are rented by both social and private landlords in England. Once it is fully implemented, the only properties not covered will be those that are let using a fixed term tenancy which lasts for more than seven years.

## When the Act comes into effect

Although the Act will eventually cover almost all properties let by both social and private landlords, it is being brought into effect in two stages:

- it will initially come into effect on 20 March 2019. From this date any new tenancies that are created will be subject to the Act. The only exception to this is fixed term tenancies of longer than seven years. In addition, any existing fixed term tenancies of less than

seven years that become periodic after 20 March 2019 will also become subject to the Act at that point

- a year later, on 20 March 2020, it will be extended to also cover all existing periodic tenancies (including both secure and assured tenancies used by most social landlords).

## What the Act does

The Act requires that all rented homes are suitable for human habitation, both at the point that they are let and throughout the subsequent tenancy. In general it is the landlord's responsibility to ensure this, although there are a small number of specific exceptions to this.

The most important exceptions are:

- the landlord isn't liable until they have been given notice of the problem
- the landlord is not responsible for problems that are caused by the tenant failing to act in a 'tenant-like manner'.





The Act implies a contractual term into each tenancy agreement. It works in a similar way to existing provisions from the Landlord and Tenant Act 1985 which create a legal duty for landlords to carry out repairs, and it is intended to complement that requirement. It will not be possible for a landlord to write a term into their tenancy agreements to override it.

Ultimately it will be for a court to decide whether a specific property is unfit for human habitation. In doing so, the court can consider the following factors:

- repair
- stability
- freedom from damp
- internal arrangement
- natural lighting
- ventilation
- water supply
- drainage and sanitary conveniences
- facilities for preparation and cooking of food and for the disposal of waste water
- any prescribed hazard. I.e: if the property has been assessed using the Housing Health and Safety Rating System (HHSRS), it may be deemed to have one or more 'hazards' which pose a risk to the people living there.

Cases are likely to be heard by a county court. If the court agrees that a property is unfit for human habitation, they can issue an injunction requiring the landlord to carry out repairs or improvements to the property and/or to pay compensation to the tenant.

For a more detailed legal explanation of the Act, CIH members can watch a [webinar](#) which was recorded while the Act was still making its way through parliament.

## Why the Act is significant

Although there are already other laws which are intended to prevent landlords from letting unsuitable or dangerous homes, the Act remains significant for several reasons.

Firstly, it fills a gap in the current laws whereby a hazard to health and safety that is caused by a structural defect, rather than as a result of disrepair, currently has no effective cause of action. This might cover, for example, a building with defective drains.

Secondly, it gives tenants a direct route to challenge their landlord in court. This is in addition to the laws that already exist, it does not replace any existing legal requirements.

At present powers to tackle rogue landlords sit with local authorities, meaning that a tenant living in an unfit home must rely on their local council to take formal action. In practice some councils take legal action against large numbers of landlords every year, while others act against very few. Many councils say that they do not currently have the resources to adequately enforce minimum standards in their area.

Many local authorities are also social landlords and cannot take legal action against themselves. In practice they are also unlikely to act against their housing association partners, so for a social tenant living in an unfit property the Act will provide a means of challenging their landlord. This has taken on greater significance following the Grenfell Tower fire, where residents had previously unsuccessfully attempted to raise concerns about the safety of their building.



## What landlords should do

You may wish to review and revise your repairs and maintenance policies and procedures, for example you may want to think about how you respond to complaints about condensation mould growth.

If you have older properties that are susceptible to condensation, or with other design defects, you may wish to consider restructuring your long-term maintenance programmes in order to bring forward high risk properties and avoid more costly class actions.

## What CIH thinks

CIH supported the introduction of the Homes (Fitness for Human Habitation) Act.

It is imperative that everyone has access to a safe and decent place to call home. We consider that the new law will support this by giving tenants a direct legal right to challenge their landlords.

