

21 March 2016

## HOUSING COMMITTEE

A meeting of the Housing Committee will be held on **TUESDAY, 29 MARCH 2016** in the Council Chamber, Ebley Mill, Ebley Wharf, Stroud at **19:00**.



David Hagg  
Chief Executive

**Please Note:** This meeting will be filmed for live or subsequent broadcast via the Council's internet site ([www.stroud.gov.uk](http://www.stroud.gov.uk)). By entering the Council Chamber you are consenting to being filmed. The whole of the meeting will be filmed except where there are confidential or exempt items, which may need to be considered in the absence of the press and public.

### AGENDA

- 1 **APOLOGIES**  
To receive apologies of absence.
- 2 **DECLARATIONS OF INTEREST**  
To receive declarations of interest.
- 3 **MINUTES - 2 FEBRUARY 2016**  
To approve and sign as a correct record the minutes of the meeting held on 2 February 2016.
- 4 **PUBLIC QUESTION TIME**  
The Chair of the Committee will answer any questions from members of the public, submitted in accordance with the Council's procedures.

**DEADLINE FOR RECEIPT OF QUESTIONS**  
Noon on Tuesday, 22 March 2016.

Questions must be submitted in writing to the Chief Executive, Democratic Services, Ebley Mill, Ebley Wharf, Stroud, and sent by post, by fax (01453 754957), or by Email: [democratic.services@stroud.gov.uk](mailto:democratic.services@stroud.gov.uk).

- 5        **COUNCIL NEW HOMES AND REGENERATION PROGRAMME UPDATE**  
To delegate authority to the Head of Asset Management to purchase and dispose of properties.
- 6        **SHELTERED HOUSING UPDATE**
- 7        **TENANCY AGREEMENT AND CONDITIONS REVIEW**  
To approve the new tenancy agreement and tenancy conditions.
- 8        **ASSET STRATEGY OVERVIEW**  
To note the report.
- 9        **MEMBERS' QUESTIONS**  
See Agenda Item 4 for deadline for submission.

#### **Members of Housing Committee**

Councillor Mattie Ross (Chair)  
Councillor Doina Cornell (Vice-Chair)  
Councillor Miranda Clifton  
Councillor Gordon Craig  
Councillor Kevin Cranston  
Councillor Jonathan Edmunds

Councillor Liz Peters  
Councillor Gary Powell  
Councillor Lesley Reeves  
Councillor Mark Rees  
Councillor Emma Sims  
Councillor Debbie Young

## HOUSING COMMITTEE

2 February 2016

7.00 pm – 8.40 pm

Council Chamber, Ebley Mill, Stroud

# 3

### Minutes

#### Membership:

Councillor Mattie Ross**	P	Councillor Elizabeth Peters	P
Councillor Doina Cornell *	P	Councillor Gary Powell	P
Councillor Miranda Clifton	P	Councillor Lesley Reeves	P
Councillor Gordon Craig	P	Councillor Mark Rees	P
Councillor Kevin Cranston	A	Councillor Emma Sims	P
Councillor Jonathan Edmunds	P	Councillor Debbie Young	P

\*\* = Chair \* = Vice Chair

P = Present A = Absent

#### Officers in Attendance

Head of Housing Management  
Principal Accountant

Democratic Services Officer

#### Others Present

Ian Allan – Chair of Stroud Council Housing Forum

#### HC.033 APOLOGIES

There were none.

#### HC.034 DECLARATIONS OF INTEREST

There were no declarations of interest.

#### HC.035 PUBLIC QUESTION TIME

There were none.

#### HC.036 MINUTES – 22 DECEMBER 2015

**RESOLVED** That the minutes of the meeting held on 22 December 2015 are confirmed and signed as a correct record.

**HC.037**      **WORK PROGRAMME**

The Work Programme was discussed with the following additions:-

Asset Strategy Overview report - March Committee  
 Tenancy Agreement report - March Committee  
 Update on Queens Court, Brimscombe report or briefing paper – March Committee  
 Stock Condition Survey report - June Committee

**RESOLVED** To agree the updated Work Programme, as set out in the minutes.

**HC.038**      **HOUSING REVENUE ACCOUNT BUDGET MONITORING REPORT Q2 2015/16**

In presenting the above final report the Principal Accountant referred to different paragraphs within the report, particularly to Appendices A and B. He drew members' attention to an amendment to the reported underspend on page 12, paragraph 9. The figure should have read '£65k' and not '£165k'. Members asked the officers questions and replies would be sent via email.

**RESOLVED** To note the outturn forecast for the HRA Revenue budget and the Capital programme for 2015/16.

**HC.039**      **SHELTERED HOUSING REVIEW UPDATE**

The Head of Housing Management outlined the outcome of the review. Out of the 29 sheltered housing schemes, 23 would be improved to bring them up to a modern standard. There was £5m in the medium term financial plan to cover these refurbishments.

Six schemes would be redeveloped at a future date and details would be brought back to Committee for discussion. The first two schemes would be Drylease Court, Wotton-under-Edge and Ringfield Close, Nailsworth. Options would be discussed by the Housing Board and the preferred option would be presented to Committee. It was stressed that no decisions had yet been made on details for these schemes. Any vacancies that occurred at either Drylease House or Concord would be set aside for decanting tenants affected by the redevelopments who wished to stay within the area.

It was anticipated that an update report would be presented to Committee by September 2016. The tenants who are affected by the redevelopment would be in the gold band category if they wished to transfer to another part of the district.

The reasons why these two schemes had been chosen to be redeveloped first was that Drylease Court had a lot of bedsits and there are only 11 residents to move. Ringfield Close is of pre-reconstruction and has passed its life expectancy.

Meetings would be arranged by officers with tenants to find out the aspirations of residents who would be affected by the redevelopment. This would give opportunities for any concerns to be addressed and assurances could be provided.

It was important that site officers, housing officers and members all kept themselves well informed of what was going on so that they can stop misinformation.

**RESOLVED To note the sheltered housing review update.**

**HC.040      PRESENTATION ON HOUSING SERVICE RE-DESIGN**

Members received a power point presentation from the Head of Housing Management which outlined the background to the restructure and new structure charts. Members would be informed who to contact prior to the new service going live by the end of April. A full review would be undertaken after a year. Once the new structure is in place policies and procedures would be updated. The motivation for the restructure was not to save money, however, from the initial calculations staff costs were less. All staff would be responsible for the work they undertook within their own teams and be more accountable.

Tenants would be notified of the outcome of the restructure in their April edition of their newsletter. The aim of the restructure is to have a structure that is working more efficiently.

**RESOLVED To note the verbal update.**

**HC.041      PERFORMANCE MONITORING**

Councillor Debbie Young outlined the two areas that had been discussed, risk management and the IT systems. A presentation was given at Housing Management Forum by the Tenancy Operations Manager that explained risk management. It had been decided not to replace the current IT systems but for the Lead Business Consultant to visit the London Borough of Lambeth Council who also used both Northgate and Keystone IT systems and report back. It was hoped that this visit would help to improve our operations in the future.

**RESOLVED To note the report.**

**HC.042      MEMBERS' QUESTIONS**

There were none.

Meeting ended at 8.40 pm.

Chair

**STROUD DISTRICT COUNCIL**

**AGENDA  
ITEM NO**

**HOUSING COMMITTEE**

**29 March 2016**

**5**

<b>Report Title</b>	<b>COUNCIL NEW HOMES AND REGENERATION PROGRAMME UPDATE</b>
<b>Purpose of Report</b>	To update the Council on the Stroud District Council's New Homes and Regeneration Programme.
<b>Decision(s)</b>	<p><b>The Housing Committee RESOLVES:</b></p> <p>To delegate authority to the Head of Asset Management to:</p> <ul style="list-style-type: none"> <li>(a) purchase up to 3 owner occupied properties at Mason Road, Stroud; and</li> <li>(b) dispose of up to 2 properties at Daniels Road, Stroud</li> </ul> <p>as part of the Top of Town regeneration project.</p>
	<p>Consultation has taken place with:</p> <ul style="list-style-type: none"> <li>a) New Homes and Regeneration Project Team</li> <li>b) Housing and Development Panel</li> </ul>
<b>Financial Implications and Risk Assessment</b>	<p>Notwithstanding the cost of buying back properties and the income from disposals cannot yet be precisely established, it is anticipated the budget available within the 2016/17 budget will be sufficient to finance the proposals seeking approval.</p> <p>Ian Garrett, Principal Accountant 01443 754334 <a href="mailto:ian.garrett@stroud.gov.uk">ian.garrett@stroud.gov.uk</a></p>
<b>Legal Implications</b>	<p>Although delegated authority exists to take the action proposed in the recommendation, the resolution is being sought to ensure that the Committee approves the proposed property transactions as part of the regeneration works to the Top of Town, Stroud. The delegated authority will need to be exercised in compliance with relevant statutory requirements regarding acquisitions and disposal of land by local authorities.</p> <p>Karen Trickey, Legal Services Manager Tel: 01453 754369 Email: <a href="mailto:karen.trickey@stroud.gov.uk">karen.trickey@stroud.gov.uk</a></p>

<b>Report Author</b>	Leonie Lockwood Interim Business Development Manager Tel: 01453 754153 Email: <a href="mailto:leonie.lockwood@stroud.gov.uk">leonie.lockwood@stroud.gov.uk</a>
<b>Options</b>	To refurbish the Council properties next to the owner occupied properties rather than purchase owner occupied properties to create a more comprehensive development.
<b>Performance Management Follow Up</b>	The programme is monitored on a regular basis through the New Homes and Regeneration Project Team and updates to the Housing and Development Panel.
<b>Background Papers/ Appendices</b>	

## 1. Introduction

- 1.1 Stroud District Council has an objective to deliver 150 new Council homes by March 2018 and has also approved the regeneration of 3 sites where defective Woolaway properties are to be replaced with new homes providing a total number of 236 homes.
- 1.2 A combined budget of £19.5 million was approved in January 2013 that covers the New Homes and Regeneration programme.

## 2. Programme

- 2.1 To date 79 new homes have been completed. These comprise of two schemes where all of the homes have been completed, i.e. 35 new homes at Minchinhampton and 22 at Littlecombe, and the first phase of our regeneration scheme at the Top of Town in Stroud where 22 new homes have been completed. These 79 new homes are a mix of tenures with 59 for rent and 20 for shared ownership.
- 2.2 In addition the programme includes the properties purchased from Hanover in 2013/14 and the conversion of 9 ex warden's properties to give a total number of 106 completed homes.

The table below sets out the schemes within the programme.

<b>Scheme</b>	<b>No. of Units</b>	<b>Status</b>
Hanover, Dursley	18	Completed
Ex Warden conversions	9	Completed
Minchinhampton Woolaways	35	Completed
Top of Town, Stroud -Phase 1	22	Completed
Littlecombe, Dursley	22	Completed
Leonard Stanley Woolaways	51	On site
Top of Town – Phase 2	14	On site
The Corriet, Cam	6	On site
Fisher's Road, Berkeley	4	On site
Hillside, Coaley	4	On site

Southbank. Woodchester	5	On site
Chapel Street, Cam	14	Procurement
Top of Town – Phase 3	23	Procurement
The Ship Inn	9	Design Stage
	<b>236</b>	

- 2.3 The current forecast for further completions this financial year is 4 with completions at Fishers Road Berkeley. Other schemes in contract include The Corriett Cam, Southbank Woodchester, Hillside Coaley, and our large regeneration project at Mankley Road Leonard Stanley with completions for all of these schemes scheduled for 2016/17.
- 2.4 The existing contract at the Top of Town has been varied to include a further 14 homes; 6 at the top of Target Close and 8 on Bisley Old Road. Negotiations are now taking place with Rydon Construction for the next phase, which will comprise a further 18 new homes on Mason Road and Daniels Road.
- 2.5 For the final phase at Top of Town it is proposed to purchase up to 3 owner occupied properties on Mason Road that are attached to Council owned properties. The original proposal was to separate the properties and to demolish the Council's property and build a new one on the same footprint. By purchasing these 3 properties the row can be demolished and a scheme developed to make more efficient use of the land available.
- 2.6 In order to meet some of the costs of these purchases it is proposed to dispose of 2 of our Woolaway properties on Daniels Road. These properties are again joined to owner occupied properties and due to the levels on site they are particularly difficult to separate. In addition it is proposed that four flats are provided on the corner of Mason Road and Bisley Old Road for shared ownership to increase income into the scheme and to create a better balance of tenure in the area.
- 2.7 By changing the Council's ownership in these two areas and introducing some more shared ownership into the scheme a more comprehensive redevelopment of Mason Road can be achieved.
- 2.8 An initial financial appraisal has been prepared to assess the costs of this proposal and this has shown that the estimated costs of this option can be contained within the budget for Top of Town in the agreed MTFP.
- 2.9 Prior to purchasing and disposing of the properties the financial appraisal will be updated with the agreed sale and purchase prices to confirm that the agreed figures are in line with the budget estimates and presented to the Head of Asset Management for approval.
- 2.10 Tenders were returned on the 24 February 2016 for the scheme at Chapel Street Cam. These tenders are being evaluated with the aim of entering into contract in April with a physical start on site in May.



- 2.11 The Ship Inn site in Stonehouse has now been included within the programme as a substitute for the scheme at Wharfdale Way. The budget had been included within 2016/17 and 2017/18 for this scheme and so work will commence on the design work in the new financial year.
- 2.11 The shared ownership sales have progressed well at values at or higher than those originally anticipated. Of the 20 homes completed, 19 sales have taken place. The percentage equity purchased has on average been a little lower than anticipated. However, this results in a higher rental income on those properties. The reduced equity has been reflected in the revised budget figures.

### **3. Budgets**

- 3.1 Currently the forecast of spend for the five year programme and the anticipated number of homes stands at 236 new homes for a sum of £18 million. This figure is based on build cost estimates for schemes not yet tendered and estimated sales figures for shared ownership properties not yet being marketed. Changes in these figures will impact on the overall final spend for the five year programme.
- 3.2 Any remaining budget will be used to deliver new homes on either the red sites identified as part of the sheltered housing asset review or on estate regeneration schemes identified through the stock condition survey.
- 3.3 The programme includes an allocation of £2.75 million from the Homes and Communities Agency. A proportion of the grant is claimed at start on site and the balance at scheme completion. To date we have claimed £1.321 million.
- 3.4 The budget forecast for 2015/16 as reported in the HRA budget monitoring report presented to Housing Committee on the 22 September showed that the gross anticipated spend for the year is £9.2 million. To date spend of £7.4 million has been achieved, with further payments for works done on site in February and March to yet be paid. Income of £1.8million has been received in the form of HCA grant and sales income.

**STROUD DISTRICT COUNCIL**

**AGENDA  
ITEM NO**

**HOUSING COMMITTEE**

**29 March 2016**

**6**

<b>Report Title</b>	<b>SHELTERED HOUSING UPDATE</b>
<b>Purpose of Report</b>	To update the Committee on Stroud District Council's Sheltered Housing Asset Review and seek approval to processes and policies supporting the review.
<b>Decision(s)</b>	<p><b>The Housing Committee</b></p> <p><b>1) RESOLVES:</b></p> <p><b>(a) To approve the prioritisation for the sheltered schemes set out in section 3 of this report.</b></p> <p><b>(b) To approve the amended Decant Policy at Appendix A to this report.</b></p> <p><b>(c) For the sheltered schemes at Dryleaze Court Wotton-Under-Edge, Ringfield Close, Nailsworth, Cambridge House, Dursley and Glebelands, Cam:</b></p> <p><b>(i) The Decant Policy in Appendix A apply to tenants being moved out of these four schemes;</b></p> <p><b>(ii) A repairs limit of £2,500 be approved on properties within these schemes and delegated authority be given to the Sheltered Housing Project Manager to agree any exceptions to this.</b></p> <p><b>2) RECOMMENDS to Strategy &amp; Resources Committee that delegated authority be given to the Head of Asset Management to acquire land (including dwellings) at Ringfield Close, Nailsworth and that the cost of the acquisitions is funded from both the Sheltered Housing Review Reserve and from savings within the HRA budget identified in 2015/16 outturn (subject to the Strategic Head's (Finance &amp; Business Services) confirmation that sufficient funds are available).</b></p>
<b>Consultation and Feedback</b>	See Appendix C and section 8 of this report

<b>Financial Implications</b>	<p>The timing and final options for the redevelopment of the sheltered review may require greater financial resources than provided for in the 2016/17 budget. As indicated in the report they may affect the timing of the delivery of the programme or prompt consideration of options to reallocate funds from elsewhere.</p> <p>Ian Garrett, Principal Accountant Tel: 01453 754344 Email: <a href="mailto:ian.garrett@stroud.gov.uk">ian.garrett@stroud.gov.uk</a></p>
<b>Risks</b>	<p>The main risk is funding the sheltered assets review programme. This can be managed through decisions on the future of each scheme after consideration of the options appraisals and during the budget setting process.</p>
<b>Legal Implications</b>	<p>Although there aren't any immediate legal implications arising from the decisions proposed in this report, the responsible officers are aware that there are specific statutory requirements for the development (including decanting) proposals which will need to be met as the project proceeds.</p> <p>Karen Trickey Legal Services Manager &amp; Monitoring Officer Tel: 01453 754369 Email: <a href="mailto:karen.trickey@stroud.gov.uk">karen.trickey@stroud.gov.uk</a></p>
<b>Report Author</b>	<p>Dave Milner – Sheltered Housing Project Manager Tel: 01453 754175 Email: <a href="mailto:dave.milner@stroud.gov.uk">dave.milner@stroud.gov.uk</a></p>
<b>Options</b>	<p>The options appraisal for each site will be brought to June's Housing committee. Committee can either approve the recommended proposals set out in this report, propose alternatives or not approve them.</p>
<b>Performance Management Follow Up</b>	<p>Report to the next Housing Committee with options appraisals on the 6 red schemes</p>
<b>Background Papers/ Appendices</b>	<p>Appendix A – Revised Decant Policy Feb 2016 Appendix B – Consolidated Information on Ex Warden Accommodation Appendix C – Communications and Consultation Summary Appendix D – Plan: Ringfield Close, Nailsworth</p>

## **1. Introduction**

1.1 The Sheltered Housing Asset Review report was presented to Housing Committee in October 2015 and Committee resolved the following:

1. *That schemes identified as 'green' and 'amber' are supported and a programme developed and implemented for their improvement, subject to budget availability and constraint.*
2. *That schemes identified in the 'red' category, are approved, in principle, to consider options for redevelopment.*

(The latter included prioritising sites, engaging with local tenants and ward members, reviewing amber schemes to consider where there is a case for a similar options appraisal on these, developing a long term programme and financial plan and developing a package of support for affected tenants.)

*3. That a communications plan is implemented'*

- 1.2 A Project Manager, Dave Milner, was appointed at the beginning of November to carry the review forward. He has worked for a housing provider for the last 6 years on a similar review also based on an external asset report.
- 1.3 The Ark report has been used as a starting point for the Council and as a framework upon which a programme of improvement works can be developed and implemented. It is important to stress that the Council has taken ownership of the report, and will challenge and validate it where necessary.

**2. Governance**

- 2.1 Overall progress is being reported into the Housing and Development Panel. Membership of this panel includes Councillors, Corporate Team and appropriate officers.
- 2.3 The New Homes and Regeneration Project Team has been expanded to include the sheltered review and will give valuable input, guidance and consultation as the review proceeds with officers from various services. Issues and solutions identified at this meeting will be escalated to the Housing and Development Panel as appropriate.
- 2.4 Regular reports will be brought to Housing Committee as the review progresses.

**3. Programme**

- 3.1 The following is the list of schemes that were identified as being in the red category for redevelopment or disposal and approved in principle by the Housing Committee at its meeting on the 12 October 2015:

- Dryleaze Court, Wotton-under-Edge
- Ringfield Close, incl Tanners Piece & Upper Park Rd, Nailsworth
- Cambridge House, Dursley
- Glebelands, Cam, Dursley
- Willow Road, Stonehouse
- Burdett House, Stonehouse (red/amber)

- 3.2 Options appraisals will be presented to the next Housing Committee meeting. These will recommend the preferred option for each of the sites above and also highlight a provisional timetable.
- 3.3 In order to inform the appraisal for each site, draft schemes are currently being developed, in terms of the type of accommodation, mix of tenure, sale type and proposed delivery vehicle that could be suitable. This will then allow the design to be developed for each site in detail where this is the preferred option and to inform the market valuations of each site. They will also provide a starting point for formal consultation to commence with all stakeholders.
- 3.4 Phasing  
The red schemes have been prioritised and the first two schemes to move forward with decommissioning and implementation work are:
- 3.5 Dryleaze Court, Wotton-under-Edge  
Dryleaze Court is more than two thirds empty given the very hard to let bedsit accommodation. Given that the remaining few residents have been consulted with on their move and wished to move quickly officers have started an interim programme of decanting. Works on the site could commence more quickly than on any other site.
- 3.6 Ringfield Close, incl Tanners Piece & Upper Park Rd, Nailsworth  
The construction type of the properties and the fact that some potentially expensive structural repairs will soon be required, plus the requirement for new kitchens, bathrooms and asbestos removal when a void becomes available, has lead to the prioritisation of this scheme.  
The other main reason for Dryleaze Court and Ringfield Close being the first schemes to be decommissioned is the potential to generate funds to finance works at the other schemes as they are the most valuable sites. However, the decision on future use of both sites will be subject to the options appraisal and Committee approval in June
- 3.7 Cambridge House and Glebelands will be in the second phase and Burdett Close and Willow Road, Stonehouse in the third.
- 3.8 It is important to note that these schemes are being phased in terms of decommissioning, but all 6 are being considered and options appraisals will be brought forward for them all to the June Committee.
- 3.9 An outline programme for the improvements and changes to the green and amber schemes will be detailed at the September housing committee. This will include remodelling of schemes, lift installations and the modernisation of communal areas.

#### **4. Voids & Decant Policy**

Interim procedures have been put in place as follows in order to limit any detrimental impact on residents and provide the support needed through the decommissioning of these schemes.

##### **4.1 Repairs/ Costs limits v Re-letting**

As a general rule, where a property on any of the red schemes becomes vacant and requires over £2,500 of work to bring it to a standard fit for letting, the property is being closed down and not re-let. These figures are only the costs to repair the property and must be considered alongside the potential home loss and moving expenses that would also have to be made, potentially more than once per property, if they are re-let.

4.2 However, voids are being considered for re-letting where future rental income will exceed costs. This will depend on when the scheme is being decommissioned and may be for short term letting agreements only such as emergency homeless accommodation or lettings to Registered Providers.

##### **4.3 Void figures**

For voids on properties that have already been identified for closure, such as the 19 voids in the bedsits at Dryleaze Court, these have been removed from the housing management system void reporting figures. A separate record of void numbers in sheltered schemes will still be maintained by officers.

##### **4.4 Decant Policy**

To ensure that the residents in schemes that are closing can receive priority, it is recommended that the Decant Policy is amended to reflect this and the process that is currently in place (see Appendix A). The Housing Advice Manager has agreed and drafted the revised process and it is being implemented to enable residents in the schemes to start to move quickly where they wish to. All residents on four of the red schemes have been upgraded to 'Gold band' on Glos Homeseekers and will be direct matched to accommodation that falls within the same parish as the scheme that is closing, where another scheme is available.

4.5. New voids are now being held in schemes that are highly likely to provide the permanent move on accommodation for those residents being moved from one of the six schemes being redeveloped.

For example, Concord House in Nailsworth is the preferred location for at least 2 of the residents at Ringfield Close. We propose holding this void until all residents at Ringfield have been consulted and the most eligible has been approved for moving to the property.

Other schemes where this may apply are:

- Springfields Court, The Corriett, Draycott and Vizard Close which are all in Cam/Dursley and will be likely destinations for those residents moving out of Glebelands and Cambridge House which are also both in Cam/Dursley.
- Hazelwood and Sherborne House in Stonehouse which may provide the move on accommodation for Willow Rd and Burdett House. ( likely to be later in the redevelopment programme)

## **5. Dryleaze Court and Ringfield Close**

5.1 With Dryleaze Court already 70% empty, officers have met with the remaining residents to ascertain their preferred move on accommodation.

Of the 13 who remain there are 2 that have successfully bid for other SDC properties utilising their 'Gold band' status, 1 resident is moving out of the District and 2 have been direct matched to properties in Dryleaze House and will move shortly. There are 8 who all would like to move to Dryleaze House or the surrounding bungalows.

It is recognised that we do not want residents to feel that they are left 'rattling around' in a large scheme as numbers decrease. This could promote a feeling of insecurity, anxiety and fear. To assist with this no further moves will take place until accommodation has been found for everyone. All the residents can then be moved at the same time.

5.2 To assist the existing residents of Dryleaze Court to move to Dryleaze House, the existing 3 bedroom warden's house is to be converted into 2 flats. There are also 3 guest rooms in Dryleaze House, which are under-used and two of these will be remodelled to provide a new 1 bedroom flat.

5.3 An initial meeting has been held with the residents of Ringfield Close, Tanners Piece and Upper Park Road in anticipation of the recommendation for redevelopment being formally approved. The sheltered housing team have begun speaking to residents and many people have already expressed a desire to move, some within Nailsworth and others to different parishes.

5.4 There are two properties at Ringfield Close that are privately owned and communications and early negotiations are on going with these owner occupiers.

## **6. Private Properties- Ringfield Close, Nailsworth**

6.1 Part of Ringfield Close is a terrace of 2 and 3 bedroom houses (see plan at Appendix D). Two of these have been sold under the Right to Buy and two are tenanted, but the terrace is part of the scheme as



assessed by Ark. It is proposed that the Council considers repurchasing these properties now as it will need to decide on the future for its remaining tenanted properties and the options for this part of the site will be limited without the private dwellings.

- 6.2 Committee has yet to consider the options appraisal for the scheme and the sheltered reserve will have to meet feasibility and decant costs in 2016/17 which may mean it is insufficient to acquire these properties.
- 6.3 As the scheme is considered a priority for decommissioning, it is recommended that, if practicable, and if it represents value for money, the Council considers acquiring these houses by private treaty and makes sufficient budget available to do this. Depending on the Committee's decision on the future option for the whole site, the houses will either be required;
- to deliver a more comprehensive redevelopment, or if not
  - the consideration paid may be recouped through an onward sale with the adjoining Council owned properties.
- 6.4 It would be advantageous to the Council and the homeowners to agree how to proceed before June Committee.
- 6.5 Members will be aware that similar buy backs have been undertaken at the Woolaways sites, where private properties are pepper potted amongst tenanted homes and recently approved for Queen's Court, Thrupp. There are no other private properties on the other red schemes, as they are all designated as sheltered and exempt from the Right to Buy.

## **7. Ex Wardens Accommodation**

- 7.1 Information on the use of ex warden accommodation has been consolidated into a spreadsheet that is shown in Appendix B in this report.

## **8. Communication/ Consultation**

- 8.1 A communications officer post has been created in tenant services and a post holder appointed. They will formulate a communications plan for the project, which will be brought back to Committee, and co-ordinate communications for the Council.
- 8.2 A summary of consultation and feedback is shown at Appendix C.
- 8.3. It is worth highlighting some positive feedback that we have received from a tenant who has been moved from Dryleaze Court utilising her 'gold band' status and was successful first time bidding for a property in Vizard Close in Dursley.

*She said, "easiest move I have ever done. Everyone was helpful and supportive and everyone arrived on time. My new place already feels like home and I think I will be very happy here".*



**9. Recommendations**

In conclusion we would encourage Housing Committee to note the progress of the sheltered housing asset review and note the interim measures and arrangements detailed within this report and approve them continuing as the review progresses. This will enable the project team to continue with the option appraisal work and return to the June committee with recommendations.

# **Decanting Policy**

**January 2016**

## **Contents:**

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5. Needs assessment
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8. Compensation and costs
9. Decanting where another landlord is carrying out work
10. Disputes/appeals
11. Equality & diversity statement
12. Statutory Home Loss Payments and Disturbance payments – General information

## **1. Introduction**

This policy sets out the approach Stroud District Council takes to moving residents in order for work to be carried out to their property and where it is not safe or possible for the resident to remain while work is carried out or where it is damaged in an emergency such as fire or flood or where a decision has been made to remodel, redevelop or dispose of the property (decants for tenants or in some circumstances, rehousing home owners).

A decant is where a resident moves from their current home to another one, either temporarily or permanently.

Rehousing owner-occupiers will only be considered in limited circumstances where the Council acquires the property using compulsory purchase powers for example the Acquisition of Land Act 1981 and the Land Compensation Act 1973.

The property that the resident moves to may be Council owned, or a Registered Provider (RP) property or, privately owned. The resident may also decide to arrange their own accommodation on a temporary basis with friends or family.

## **2. Aims**

The aims of this policy for residents decanting both temporarily and permanently are:

- To ensure decants operate in a fair, equitable and reasonable manner, in accordance with the current allocations policy.
- To deliver simple but effective consultation and feedback with decanting residents at the earliest opportunity and throughout the process.
- To enable decants to be carried out to minimise disturbance to residents.
- To establish a basis for making offers of support, both financial and practical, to residents obliged to decant.

- To enable the Council to make best use of stock through timely access for improvement, development and remodelling work or where a decision has been made for disposal
- To minimise rent loss to the Council by having a joint approach to decants in line with current allocations policy and the development/ refurbishment process.
- That the best use is made of the Council's resources

### **3. Eligibility**

In line with the legislation and existing best practice, the following people will be eligible for assistance and possible re-housing: Tenants, their family members, partners and spouses living in the affected property 12 months prior to the date of agreement for the regeneration scheme, (including children)

3.1 The Council will not re-house unauthorised occupants, sub-tenants, lodgers, licensees and other non-secure occupants. Those ineligible persons within the criteria of s 160ZA of the Localism Act and those deemed ineligible by the Secretary of State.

3.2 Owner occupiers within a designated scheme may be given assistance to find alternative accommodation, the options available to them are dependent on their individual circumstances and the equity available to them. 3.1 also applies to owner occupiers.

### **4. Consultation and Communication**

The Council acknowledges that moving home is a stressful experience, especially where the resident may feel their options are limited. This Decant Policy ensures that decants are carried out appropriately and efficiently with the minimum stress and difficulty.

If a decant is necessary the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and SDC will consult with all affected persons.

Under this policy, all consultation, feedback and communication will be termed Tenant Liaison - this covers all aspects of working with affected persons during re-development, refurbishment and improvement work, remodelling and disposal including engaging with other linked services such as Housing Benefits, Housing Advice and Council Tax.

#### **4.1 Provision of Information**

Every qualifying person(s) will be visited by the Tenant Liaison Officer and Tenancy Estate Management Officer or Sheltered Housing Team Leader as appropriate at the start of a project to discuss:

- What the proposed project is and why it is being undertaken.
- When it will be done.
- The decant policy and process (tenants and qualifying owner occupiers only).
- What choices there are and how these can be made.

- What we will do to help tenants prepare for any work and support whilst this work is being carried out.
- Named contact officer for the duration of the programme.
- Owner occupiers will be given specific advice on how the Council wishes to involve their properties in any scheme and the process that will be followed.

#### 4.2 Resident Feedback

Feedback from residents about their preferences, expectations and opportunities to influence is sought through individual visits, site meetings and liaison with local tenants' representatives, leaseholders (as appropriate) and Councillors.

In addition to the initial home visit from the Tenant Liaison Officer each household will if required have a home visit from the Housing Advice Team to discuss their options and choices (this may not be necessary/appropriate for all owner occupiers). Ongoing feedback throughout the duration of the development will be primarily through the Tenant Liaison Officer whose contact details will be provided. Further group and individual feedback will be carried out as required.

#### 4.3 Working Together

Any redevelopment or refurbishment requires tenants, home owners, officers and Councillors to work together. Co ordination of communication and consultation will be carried out by the Council's Tenant Liaison Officer who will be the main point of contact for residents. For larger schemes, consultation work and support may be provided by a specialist Tenant Liaison Officer either employed by the Council or a contractor.

This officer will work closely with the appropriate officers such as Contracts Officer, Tenancy Estate Management Officer, Sheltered Housing Team Leader, , Housing Manager, Housing Advice Manager and Head of Asset Management to make sure information is shared.

### 5. Needs Assessment

As set out above, every qualifying person(s) will have an initial home visit from the Tenant Liaison Officer where their preferences, expectations and options will be discussed. This home visit will include an assessment of support needs and a property inspection.

Each resident (tenants and qualifying homeowners) will, where new council homes are being replaced, have the option to choose whether they move temporarily or permanently – this will be discussed and may be decided at the initial home visit or later in the process. Where the scheme is to be redeveloped for another tenure or sold then only a permanent move will possible.

Current Tenants who are moved from their home which is being repaired, refurbished or demolished and rebuilt by the Council as part of a planned maintenance programme, development programme or due to an emergency leaving the home uninhabitable will:-

- (If refurbished) remain tenants of their original home.

- (If demolished) remain secure tenants.
- Where appropriate, have a licence to occupy their decant property.
- Pay the lower of the two property rents i.e. the current property and the decanting property rent) until either the new home is built or they return to their refurbished home.
- Have the right to return to their original home on completion of the work or a new home on the development site.

They may also be allowed if they choose, to remain in their decant property subject to room size qualifications.

In very exceptional circumstances properties may be purchased by the Council, for decants. These will not be available for permanent stays, only for temporary decants for the purposes of relevant schemes.

### 5.1 Allocations Policy Assessment

All tenants needing to move, whether temporary or permanent will be required to register on Gloucestershire Home seeker. This is to ensure fairness and equity with other residents in the district seeking accommodation and to ensure stock remains available for the Council to discharge its duties under current Homelessness Legislation. All tenants registering because of a decant will be placed in Gold band initially (or its equivalent under future allocations policy), once a decision has been made to remodel, redevelop, dispose or refurbish the property and to add Emergency band where demolition/start on site is within 1 month.

For those sheltered housing schemes identified for redevelopment or disposal as part of the Sheltered Housing Asset review the following process will apply.

- Tenants can be direct matched to other sheltered housing properties within the same or adjoining Parishes.
- If more than one tenant is interested in being direct matched to a property, the Supported Housing Managers will decide who is to be offered the property. This will be decided firstly on suitability (e.g. ground floor may be prioritised for person with mobility problems), and then by the length of tenancy i.e. if two people are interested in a particular property and there is no difference in suitability, then the person with the longest tenancy will be offered the property.
- Tenants will be placed in gold band for all other sheltered properties.  
By following this process, decanting tenants will have first choice to remain in the local area and will have a high priority for all other properties. This will result in tenants being able to move quickly while also giving other urgent cases the opportunity to be housed.

Where a home owner qualifies for rehousing by the Council they will also be required to register on Gloucestershire Home seeker and their options for shared ownership and privately renting will be explored

It is in a qualifying person(s) interests to take advantage of the bidding system as early as possible and support will be provided by the Housing Advice Team to maximise their opportunity for success.

If required, as soon as a resident is registered they will have a home visit or office appointment with a senior member of the Housing Advice Team. This appointment will provide the resident with detailed, bespoke advice and information on:

- Their areas of choice.
- The property types selected.
- Historical lettings information.
- Details of stock availability.
- Likelihood of re-housing under their selected preferences.
- Options and alternatives if first preference not available in the time scale.

## 5.2 Bedroom Needs Assessment

All applicants on Gloucestershire Home seeker are subject to a bedroom needs assessment – residents decanting will also be subject to this. Any resident currently under-occupying their property can move to another property where they are also under-occupying, however, this will be limited to 1 spare bedroom per household. This means that some residents will still be required to downsize from their current home even though they continue to have 1 spare bedroom.

Any tenant under occupying who makes a permanent downsizing move to a property that meets their bedroom need assessment and is from family housing to non family housing will receive an incentive payment of £1000. This is in recognition of the fact that they will be releasing a family home.

The Council may, in exceptional circumstances, grant an exception to policy for bedroom needs. For example, where there is a proven medical need for an extra bedroom or to enable best use of stock. Exception may also be granted for applicants bidding on bungalows or hard to let properties. All decisions regarding exception to policy are made by the Housing Advice Manager, in consultation with the Tenancy Services Manager and input from the Tenant Liaison Officer. In all cases an assessment of financial viability will be made and consideration given to whether recent welfare reforms will impact on the ability of the tenant to maintain the tenancy.

Where a resident is subject to a Final Offer (see below) this will be made by the Council and will be in accordance with the households bedroom needs assessment, there will be no under-occupancy granted in this case, regardless of the size of the original home.

## 5.3 Property Inspection

All decant properties will be inspected in line with the Council's voids process to make sure they are in an acceptable and safe condition. Taking and recording of

electrical, gas and water meter readings are part of this process. As tenants will be dealing with their utility providers directly, they should also make sure they take their own meter readings to avoid any later dispute.

## **6. Re-housing Options**

Each resident will be responsible for bidding for properties on Gloucestershire Home seeker. Bidding patterns will be monitored by the Housing Advice Team. The Tenant Liaison Officer and the Housing Advice Team will provide advice and assistance to enable residents to maximise their bids and chances of rehousing. Residents will be expected to bid on all property types in the areas of choice, including those with Registered Providers.

### **6.1 Choice of area and accommodation type**

Every resident will have the option to choose the geographical area in which they wish to move to within the district, however, there is no guarantee that properties will become available within the timescale in the area of their choice. Residents may have to consider alternative areas as the time for development/ disposal approaches.

Every resident will be able to specify the type of property they prefer e.g. flat, house, bungalow etc however, there can be no guarantee that the first choice property type will be available.

### **6.2 Offers**

It is the Council's aim to make sure all residents (tenants and qualifying homeowners) are made suitable offers based on their requirements and within a reasonable timescale to enable work to proceed. Where the Council has accepted that an owner occupier qualifies to go on the housing register they may also be subject to this offer process. Residents will be made 3 reasonable offers of suitable accommodation with the option of a 4th at the discretion of the Head of Housing. "Reasonable" and "suitable" will take into account the preferences of the resident as well as the availability of stock and demands from other households whom the Council has a legal duty to accommodate.

Where a resident has not bid within the timescale and has had the support to do so the Council retains the right to bid on their behalf and make suitable offers of accommodation on this basis.

The resident has the right to refuse an offer, however, after 3 refusals of suitable properties the Council will provide 1 Final Offer which will be the first available property that meets the household's bedroom needs assessment and is as close to their areas of preference as possible. Residents will have the opportunity to discuss all suitable properties before a formal offer is made to minimise the possibility of refusal.

The Council can as a last resort commence legal proceedings (see below) if the tenant refuses the Final Offer but would in all cases seek to achieve a successful allocation before invoking its legal rights under Ground 10 or 10a of Schedule 2 of the Housing Act 1985 to commence possession proceedings. For owner occupiers, (subject to the offer process), the Council may use its compulsory purchase powers to acquire property as a last resort. This process would commence at the earliest



stage to ensure all options are identified quickly and are time sensitive to both the Council and the affected person(s)

### 6.3 Multiple Households

In the case of grown up children living with their parents, the option will be available at the discretion of the Housing Manager or Housing Advice Manager to split households and offer two separate tenancies to free up family accommodation and allow independent living. This will only be considered if it does not result in a net loss of bed spaces for the Council. A tenant freeing up family accommodation as a result of a separate tenancy being offered to a member of their household will not be entitled to the incentive described in this policy.

### 6.4 Non-Social Housing

Residents may wish to move into privately rented property – the Housing Advice Team will provide support to achieve this, for example:

- Conducting property search.
- Negotiating with landlords/agents.
- Arranging housing benefit forms.
- Support with deposit and fees if eligible.

Options for shared ownership and market renting will also be explored if required.

## 7. Tenants returning to a new Housing Development

All tenants who have been decanted from their homes retain the option to return to the new development site, if a suitable property is available.

The right to return will be granted to tenants who were in occupation at the time of the initial home visit and who have made it clear to the Tenant Liaison Officer that they may want to return to the area that they were supported to decant from.

Returning tenants will be able to choose the property they wish to return to (subject to clauses regarding bedroom needs) in accordance with their length of tenancy prior to being decanted.

The tenants with the longest tenancy will be given first choice, and so on until all returning tenants have been rehoused.

Remaining properties will be allocated in accordance with the Council's current allocations policy, giving regard to s106 and local lettings agreements where they exist.

In the case of specialist accommodation this will be assessed and allocated according to need and will not be subject to the tenant choice above.

### 7.1 Refusal to Move

In the event that a tenant does not wish to move but the level of work means that decanting is necessary, the Housing Manager/Asset Manager has discretion to:-

- Try to accommodate the tenant into another property within the project.



- Use a mobile home within the curtilage of their home if this is available and feasible.
- Reduce the scope of the project to allow essential work to take place, whilst the tenant continues to live in their home.

If the tenant still refuses to move after the above options have been considered; the Head of Housing Contracts has the discretion to remove a property from a project. This could only happen if the work is not urgently required and it does not adversely impact upon other parts of the project.

The Council retains the legal right under Ground 10 or 10a of Schedule 2 of the Housing Act 1985 to commence possession proceedings as a last resort, once all other alternatives have been explored and reasonable offers of re-housing rejected. Possession will only be granted by a Court with the provision of suitable alternative accommodation.

## **8. Compensation and Costs**

The Council has discretion to provide financial assistance towards tenants' removal expenses under the Housing Act 1985 when tenants are temporarily decanted to other Council property.

There are two types of payments that tenants will be entitled to under this policy:

- Disturbance payments
- Home loss Payments

### **8.1 Disturbance Payments (for both Temporary and Permanent Moves)**

Disturbance payments cover 'reasonable expenses' involved in moving. For Tenants and qualifying owner occupiers that are being moved permanently, these payments should still be made in addition to Home loss payments.

The Council will accept disturbance allowance costs based on:

- One off moves: invoices and receipts supplied by the tenant or contractor, or by approved estimates from the contractor.

Based on each residents identified needs, the Tenant Liaison Officer will arrange for specialised contractors to carry out:-

- a) The removal of furniture and effects from and back to the tenant's permanent home and any necessary storage and supply of storage boxes. A full packing service will be available for elderly, frail or disabled tenants to allow them to move, with on the day support as necessary. This includes clearing items out of lofts and sheds subject to a reasonable determination by the Tenant Liaison Officer. In exceptional circumstances temporary storage of items may be required. If this is the case then Stroud District Council would consider meeting these costs for a time limited period of not greater than three months from the tenants moving date.
- b) The lifting and refitting of carpets at the permanent address only.

- c) The relaying (not fitting) of carpets at the decant address or their storage.
- d) The provision and fitting of new good serviceable carpets at the permanent address from an approved supplier up to an approved upper limit per metre, if carpets are damaged (for example when foam backed carpets are lifted) or are unable to be cut down/re-used to fit this property. Tenants can get an upgraded carpet by paying the additional costs themselves.
- e) The replacement and fitting of laminate flooring if tenants' existing flooring is unable to be re-used – payment will be up to the same approved upper limit per metre as set for carpets. Tenants can get upgraded flooring by paying the additional costs themselves.
- f) The provision of new curtains up to a reasonable cost per pair where the existing curtains do not fit due to different window sizes.
- g) The removal and refitting of existing curtain tracks.
- h) The disconnection and reconnection of any existing telephones, television aerials and satellite dishes (providing Council permission had been given for their original installation).
- i) The redirection of post (following the tenants' completion of the postal redirection form).
- j) The disconnection and reconnection of existing kitchen appliances, or room heaters using Gas Safe or equivalent registered plumbers or electricians.

If tenants prefer to make arrangements themselves they can use their own supplier (for example, for removals, carpets and curtains). The Council will reimburse all reasonable costs in line with the policy above, provided that:

- It is supplied with details of the proposed costs prior to work being ordered.
- The costs are in line with what the Council would have paid had it made the arrangements itself.

Tenant requests for the payment of goods and services will need to be made within six months of their moving date. Payments will only be made against receipts.

Tenants who incur extra travelling expenses for work or educational travel only (not including social travel) as a direct result of being relocated out of their current area are entitled to make a claim for this additional cost for the period in which they are temporarily displaced (up to 12 months) at an Approved Mileage Allowance payment if using a car, motorbike or moped or by providing bus/rail tickets. The Council has discretion to meet other reasonable expenses based on individual circumstances.

It is essential that tenants have adequate support to be able to move without having to meet costs themselves upfront or being out of pocket. However, in particular circumstances where excessive costs may apply for the moving of exceptional flora or specific animals such as (and not limited to) fish or birds we would only make payments if tenants have previously received written permission for a pond or garden works. Where permission has not been granted this is less likely and will remain the

final decision of the Head of Service. N.B Council Tax and Utility bills will not be included.

Where tenants are permanently decanted to another social housing property they may be entitled instead to a statutory disturbance payment under the Land Compensation Act 1973. Such a payment must be claimed from the Council and follows the principles set out in the Council's discretionary policy for temporary decants above. Unless the tenant(s) move out of the Stroud District.

## 8.2 Tenants staying in their home whilst work is carried out

Tenants who wish to remain in their home when major refurbishment work is taking place (such as the dismantling and replacement of external walls, external or internal cladding of their walls and are not at risk as deemed by a qualified Health and Safety specialist) will get a disturbance payment equivalent to a full week's rent per week of the work.

Tenants will be expected to continue to pay their rent during the refurbishment work and will receive a lump sum payment upon completion. Arrears, court costs, rechargeable repairs, Council Tax arrears and Housing Benefit Overpayments will usually be deducted from this payment.

## 8.3 Home Loss Payments for Council Tenants

A Home Loss payment is a statutory payment made to compensate tenants for having to **permanently** move out of their home and may be given in addition to the statutory disturbance payment referred to above. It is **not** payable for tenants who temporarily move out of their home and are able to return to their original property once the work is completed. However, if their area is being demolished and rebuilt and they return, they would be entitled to Home Loss as they would be returning to a totally new home.

This mandatory lump sum payment is fixed by Section 30 of the Land Compensation Act 1973. **This figure is reviewed each September.**

This Home Loss payment is for an eligible tenant/joint tenants who has lived in their property as their principal home for at least 12 months prior to the date of agreement for the scheme and is required to move out of their home permanently as a result of the property being demolished, sold or the scheme remodelled to remove their property. See section 3 for information on eligibility, in all circumstances the home loss payment is limited to one per household, not per tenant – joint tenants will therefore receive one payment between them.

Tenants would become eligible for Home Loss payment following a formal decision to demolish, remove or dispose of their homes having been made by Committee. Tenants have the option of transferring prior to this based on their rehousing needs. However, if they do so, they would not be entitled to any form of compensation (Home Loss or Disturbance).

If a decision in principle has been agreed to refurbish, remodel, redevelop or dispose of a property, Stroud District Council may assist a tenant to move prior to a formal Committee decision. In this situation where the Council has asked the tenant to move and the Tenant Liaison Officer is assisting a tenant to move the tenant will be eligible

for disturbance payments. Also once Committee has made a formal decision then the tenant will become eligible for a Home Loss payment.

A tenant who has succeeded to the tenancy of the property cannot count the previous length of residence of the deceased tenant towards their qualifying period.

In the case of joint tenants the sum will be divided equally between them. A claim must be made within 6 years of the move and paid within 3 months of the claim. In line with good practice, the Council will aim to make payments within 10 working days of receipt.

Tenants who have any other housing related debt such as rent arrears, Council Tax arrears, Housing Benefit overpayment, court costs and rechargeable repairs will have these deducted directly from this lump sum payment.

#### 8.4 Home Owners

The Council may wish to buy privately owned properties where, for example, adjacent (and sometimes attached) properties are being repaired, refurbished or demolished and rebuilt or sold by the Council.

The Council will always seek to purchase private properties through negotiation, however it may consider the use of compulsory purchase powers where appropriate.

#### 8.5 Negotiated Purchases

Where the Council is seeking to purchase the home of a private resident whose property would be part of a redevelopment, refurbishment or remodelling scheme or where a block has been agreed for disposal, the purchase price offered will be based on market value and terms will be agreed by the Head of Asset Management

#### 8.6 Compulsory Purchase

Where the Council is unable to acquire a property through negotiation at a reasonable cost and decides to pursue the use of compulsory purchase powers the value of the property will be assessed at market value, but the homeowner may also be entitled to other payments (Heads of Claim) as set out in the relevant legislation. These may include home loss payments and disturbance.

In addition the Council may also have a duty to rehouse the home owner, where no suitable alternative accommodation is available on reasonable terms.

Homeowners are referred to the Council's Corporate Asset Management Plan for its policies on acquisition and the use of compulsory purchase powers and the sources of advice and information set out in paragraph 12 below, as this is outside the scope of this policy.

#### 8.7 Discretionary Payments

Discretionary payments are payments made over and above the Council's legal obligations and can be used as an incentive to move, for example, where a tenant does not qualify to receive a Homeless payment as they have been resident for less than a year. The costs/benefits of making a discretionary payment will be balanced against those of taking legal action to secure a decant.

The Council needs to be satisfied that making a discretionary payment is a reasonable approach and will therefore balance the costs of the discretionary payment against the costs of legal action.

A discretionary payment can only be authorised by the Head of Service.

## **9. The Tenant's Role.**

Where a tenant is being decanted, they will be expected to pack up their own belongings unless they are vulnerable or have special needs in which case, a packing service will be arranged. Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary, before the removal company is due to arrive.

If the tenant is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the property and for giving vacant possession of that property. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or to claim compensation to the value of them. The cost of clearance and disposal of any such items will be recharged.

The tenant is required to provide access to contractors, as necessary. They must also take responsibility for their own fixtures and fittings or DIY improvements, unless the property is to be demolished, in which case they must sign a disclaimer stating that they do not require any compensation for the loss of these items. There will be a pre-void visit where such items will be identified and the tenant informed about the work that is required before they move out. Failure to undertake such work could result in the tenant being recharged, in accordance with the appropriate policy.

The tenant is expected to make other members of their household aware of the decant arrangements and to move on the agreed date. In addition, they must make appropriate arrangements for any pets and ensure that they are not abandoned in the property after they have moved out.

If the household has home contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address.

Tenants are expected to take appropriate steps to clear any areas where work is to be undertaken.

To support the move, the TLO will visit to help resolve any minor issues which may arise. He / she will visit again, periodically and definitely, within six weeks of the move. If necessary, where there has been a temporary move, he / she will visit periodically whilst the tenant lives in the decant property.

### **Emergency Decanting**

Our tenants are advised to take out their own home contents insurance. In the event that there is a fire, flood or storm damage, the tenant would be expected to check their own insurance policy to see if this would support a temporary move to Bed and Breakfast accommodation.

The Housing Service will liaise with family and friends or assist with making the necessary arrangements, as appropriate. If the tenant does not have their own insurance, they may be re-housed in temporary accommodation by the Council, as is deemed to be appropriate. Once the extent of the damage has been assessed, a decant plan can be devised taking account of relevant circumstances and this will set out all appropriate arrangements.

#### **10. Decanting where another landlord is carrying out work**

Residents may be moved from their home to allow the area to be redeveloped or properties repaired by a Registered Social Landlord (RSL). In cases where this involves Small Scale Voluntary Transfer to the RSL, decanting arrangements will be governed by the particular RSL's decant policy. This issue will be built into any formal offer negotiated between the RSL, Council and tenants – with the help of their Independent Tenants' Advisor. A transfer can only take place following a ballot of affected tenants with the majority who vote agreeing to the transfer.

In such a case all decanting arrangements and Home Loss payments would be the responsibility of the new RSL landlord.

#### **10. Disputes/Appeals Procedure**

If a resident is not satisfied with the amount recompensed through this policy, they should write a complaint to Stroud District Council. In addition, they may have the right of appeal under the Land Compensation Act 1973 and any claims should be made to the Upper Tribunal. Its address is:-

**Lands Chamber  
45 Bedford Square  
London  
WC1B 3DN  
Tel: 020 7612 9710  
Fax: 020 7612 9723)  
Email: [lands@tribunals.qsi.gov.uk](mailto:lands@tribunals.qsi.gov.uk)**

#### **11. Equality and Diversity**

This policy aims to show that all tenants' and owners' differing needs and preferences are taken into account. Central to this is the personal visit to carry out a needs assessment at the beginning of the process, which allows the Council to:-

- identify those who may need more support, such as a full packing service or on the day help.
- Ensure tenants are kept informed in the way most appropriate to them.
- Make suitable re-housing offers, with full consideration made of adaptations required.

The disturbance policy aims to make sure that no-one is out of pocket or disadvantaged as a result of being required to move out of their home. Tenants can choose to take advantage of the Council making the arrangements and paying directly to the contractor, or if they wish, they can organise their move themselves.

By aligning this policy with the current allocations policy the Council is ensuring there is no advantage or detriment to residents affected by the decanting process and that decanting residents are treated fairly and equitably alongside applicants on the housing register, including those the Council has a statutory duty to rehouse.

## **12. Statutory Home Loss Payments and Disturbance Payments – General Information**

It should be noted that the information set out in this policy note regarding statutory Home Loss and Disturbance payments is not exhaustive. It is a simplified guide and cannot cover every situation that may arise. It is not intended to be a complete guide to the law and should not be regarded as a substitute for professional legal advice.

Further guidance for both home owners and occupiers on matters such as statutory Home Loss and Disturbance payments is available in 'Compulsory Purchase and Compensation – Compensation to Residential Owners and Occupiers (Department of Communities and Local Government 2008). This is available from the Department of Communities and Local Government website. This notes that applicants should seek advice from a professionally qualified person such as a surveyor or solicitor. To be referred to a local experienced chartered surveyor for up to 30 minutes free advice, applicants can contact the Compulsory Purchase Helpline on 0870 3331600.



Ex Warden Accommodation Details

Scheme	Accommodation	Works Undertaken	Converted	Let	Proposed Plans
Archway Gardens	3 Bed Flat	NONE	N	N	Repair/Update for letting
Ashcroft House	1 bed flat	Flat added to scheme		Y	
Ashwell House	3 bed bungalow	Converted to 2 flats		Y	
Broadfield Road	3 bed flat	NONE	N	N	Develop site by end 2017
Burdett House	3 bed bungalow	Converted to 2 flats		Y	
Cambridge House	3 bed flat	Converted to 2 flats		Y	
Chapel Lane	1 bed flat	Flat added to scheme		Y	
Concord	3 bed flat	Converted to 2 flats		Y	
Draycott	3 bed house	Refurbishment complete	Y	Y	Let as of 01/03/16
Dryleaze Court	3 bed house	NONE	n/a	n/a	CLOSURE OF SCHEME
Dryleaze House	3 bed house	New kitchen and heating system	N	N	Conversion to 2 flats by Oct 2016
George Pearce Hs	3 bed flat		N	N	Repair/Update for letting
Glebelands	3 bed flat	CLOSURE	n/a	n/a	n/a
Grange View	3 bed house	NONE	N	N	Conversion to 2 flats (1 <sup>st</sup> floor access exists)
Grove Park Road	2 bed flat		N	N	Repair/Update for letting
Hamfallow Court	3 bed flat	NONE	N	N	Conversion to 2 flats by June 2018
Hazelwood	3 bed house	Going to Greensquare (been refurbished)			Contract in place, awaiting legal documentation sign off (end Feb 16)
Jenner Court	3 bed flat	Converted to 1 flat / office		Y	
Malvern Gardens	3 bed flat		N	N	Repair/Update for letting
Ringfield Close	3 bed bungalow	Converted to 2 flats		Y	
Sherborne House	3 bed bungalow	Converted to 2 flats		Y	
Springfields Court	3 bed house	Rented to general needs as of Jan 2016		Y	
St Nicholas Court	3 bed house	Works completion end Feb 2016	N	N	Advertised from 25/02/16
The Beeches	3 bed flat	Converted to 2 flats		Y	
The Corriett	3 bed house	Developed site (no longer exists)	n/a	n/a	n/a
Trinity Drive	3 bed house	None, although plans & permission in place	N	N	Repair/Update for letting
Vizard Close	3 bed house	Converted to 2 flats	Y	Y	
Walter Preston Crt	3 bed house	Going to Greensquare (been refurbished)			Contract in place, awaiting legal documentation sign off (end Feb 16)
Willow Road	3 bed flat	Converted 1 flat & office for Care & Repair		Y	

Key: Orange = Works planned    Green = Let/awaiting legal sign off/Closed    Yellow = Consider Alternative Use



## Appendix C

### Summary of communication/consultation:

#### **PLEASE NOTE THIS WILL BE UPDATED TO HIGHLIGHT SCHEME BY SCHEME CONSULTATION FOR THE FINAL REPORT**

- W/C 01/09/15 – Scheme meetings to highlight recommendations of the Ark report.
- W/C 07/09/15 – Follow up Q&A meetings at schemes as requested. Copies of the Ark report distributed to all schemes.
- 16-23/10/15 – Meetings at schemes to update following Oct 12<sup>th</sup> Housing Committee meeting.
- 17/12/15 – Individual meetings with Dryleaze Court residents regarding their preferences for moving.
- 08/01/16 – Letters to Ringfield Close/Tanners Piece & Upper Park regarding meeting on Jan 29<sup>th</sup> 2016.
- 21/01/16 – Letters to all Dryleaze Court residents regarding meeting on Feb 12<sup>th</sup> 2016.
- 29/01/16 – Resident meeting at Ringfield Close.
- 12/02/16 – Resident meeting at Dryleaze Court (morning meeting was for the surrounding bungalows and the afternoon meeting was for the residents in the block only)
- Jan/Feb 2016 – Project team meeting with all residents on Dryleaze Court block and Ringfield Close/Tanners Piece and Upper Park Road to register them on Glos Homeseekers, as well as assessing care needs, preferred move on location and support network.

Communication logs are being updated on each scheme to record all correspondents with all stakeholders.

#### Ward Councillors

- All Ward Councillors invited to resident scheme meetings.
- 03/03/16 - Requests for preferences for involvement/consultation through review process.

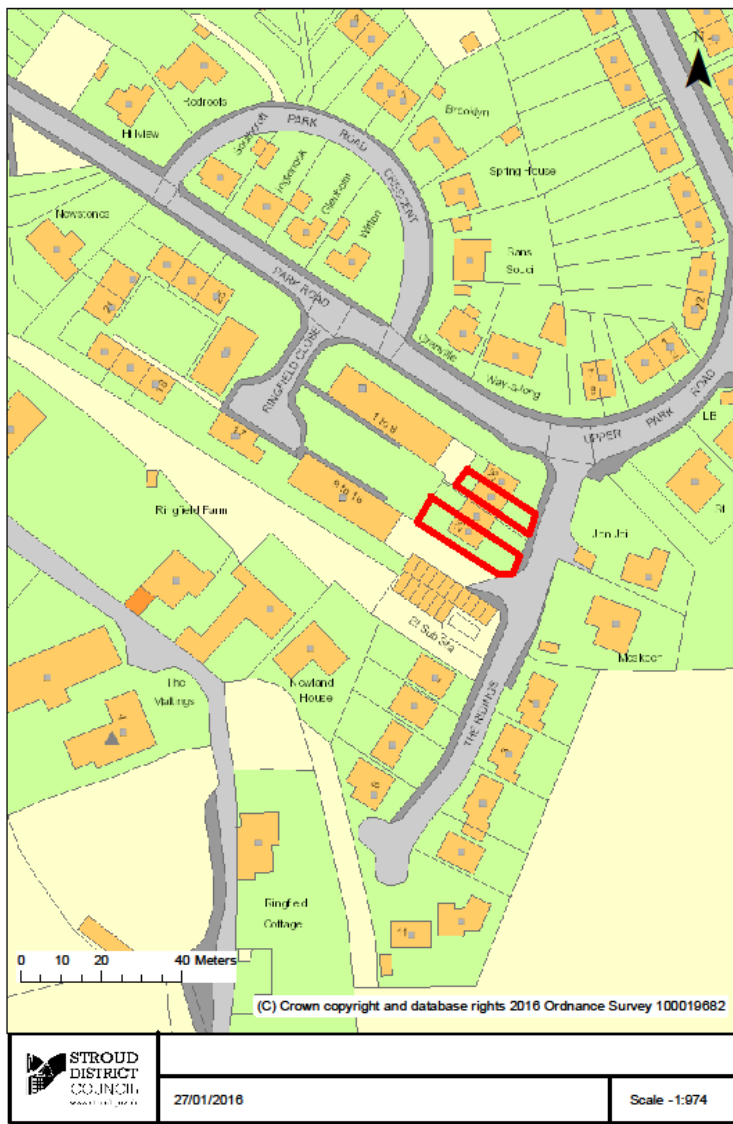
#### Parish and Town Council's

- 03/03/16 -Requests for meetings sent to all Councils (and Ward Councillors) to feed views into June Committee Report and preferences for ongoing consultation and provision of information on Review.

Neighbourhood Wardens - Meeting with the Neighbourhood Wardens planned for April 7<sup>th</sup>

# Appendix D

Ringfield Close plan indicating the two private properties:  
(shown in red)



29 MARCH 2016

7

<b>Report Title</b>	<b>TENANCY AGREEMENT AND CONDITIONS REVIEW</b>
<b>Purpose of Report</b>	To summarise the work on review the existing tenancy agreement and conditions.
<b>Decision(s)</b>	To approve new the tenancy agreement and tenancy conditions for use from 2 <sup>nd</sup> May 2016.
<b>Consultation and Feedback</b>	<ul style="list-style-type: none"> <li>• Tenants</li> <li>• Tenant Services Staff</li> </ul>
<b>Financial Implications and Risk Assessment</b>	<p>There are no financial implications directly arising from this report.</p> <p>Ian Garrett – Principal Accountant Tel: 01453 754344 Email: <a href="mailto:ian.garrett@stroud.gov.uk">ian.garrett@stroud.gov.uk</a></p>
<b>Legal Implications</b>	<p>Legal Services have been consulted on the new tenancy conditions and tenant consultation process which are in compliance with statutory requirements.</p> <p>Alan Carr - Solicitor Tel: 01453 754357 Email: <a href="mailto:alan.carr@stroud.gov.uk">alan.carr@stroud.gov.uk</a></p>
<b>Report Author</b>	<p>Nick Jermyn – Tenancy Enforcement Officer Tel: 01453 754530 Email: <a href="mailto:nicholas.jermyn@stroud.gov.uk">nicholas.jermyn@stroud.gov.uk</a></p>
<b>Performance Management Follow Up</b>	<p>If approved the following actions will be undertaken:</p> <ul style="list-style-type: none"> <li>• New tenants will be signed up with immediate effect using the new agreement and conditions.</li> <li>• Variation notice to be issued to all secure tenants by 1<sup>st</sup> April 2016</li> <li>• The new conditions will be legally binding from 2<sup>nd</sup> May 2016.</li> </ul>
<b>Background Papers/ Appendices</b>	<ul style="list-style-type: none"> <li>• Appendix A – Tenancy Agreement and Conditions</li> <li>• Appendix B – Consultation Feedback Summary</li> </ul>

## 1. Background

- 1.1 In 2014 a revised tenancy agreement and set of tenancy conditions was presented to Stroud Council Housing Forum and the subsequent Housing Committee for approval to start a consultation with all Council

tenants – approval was granted. Consultation came to a close on 30<sup>th</sup> January 2015.

- 1.2 The project was put on hold to address issues relating to the legal process being undertaken to amend the tenancy conditions and to resolve issues relating to Right To Buy and solar panels.
- 1.3 Once these matters had been addressed a further consultation period was commenced on 11<sup>th</sup> January 2016.

## **2. Current Position**

- 2.1 The feedback received from the consultation, which came to a close on 8<sup>th</sup> February 2016, is contained in Appendix B.
- 2.2 The consultation feedback predominantly related to matters of service delivery as opposed to the tenancy conditions. However an amendment was required regarding the Right to Buy process and sheltered accommodation. This amendment is reflected in the inclusion of tenancy condition 6.3.1 - ***If you live in sheltered accommodation you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.***
- 2.4 Apart from statutory information specific to certain tenancies the same revisions that have been applied to the secure tenancy conditions will also apply to Introductory Tenancy and Demoted Tenancy conditions. At the time of drafting this report we have 264 Introductory Tenancies and 0 Demoted Tenancies.
- 2.5 If approval for this report is given by Stroud Council Housing Forum and Housing Committee a Notice of Variation will be issued to all secure tenants advising the new tenancy conditions will be legally binding as from 2<sup>nd</sup> May 2016.

# Secure Tenancy Agreement

This is a legally binding contract between Stroud District Council, The Landlord and you, the tenant/s.

This is a weekly secure tenancy.

The tenant/s: *(full name/s)*

The address of the property we are letting to you is:

The property is a: *(description i.e. 2 bed, 1<sup>st</sup> floor flat or 3 bed semi detached house)* with the sole use of a communal garden as outlined on the attached map. *(delete Sole/communal or the entire phrase as appropriate)*

The maximum number of people who can live at the property is:

The tenancy starts on:

The weekly rent for the property is:

This includes a service charge of £X for the following services:  
(delete/add as appropriate)

- Communal Cleaning £
- Communal Lighting £
- Communal Grounds Maintenance £
- Sheltered Housing Service £

I/we confirm that under the terms of this agreement acknowledge that I/we owe the Landlord £ARREARS in respect of rent/service charge arrears which accrued during my former tenancy of the property: Former Property Address *(delete as appropriate)*

I/we confirm that all the information provided in my/our housing application is true and I/we have declared all information which may have had an impact on my/our housing. I/we understand that legal proceedings may be taken against me/us if I/we have failed to declare in my/our housing application any information which may have impacted on my/our being offered this property.

I/We have read, understood and agree to all the conditions of this tenancy agreement.

We understand that we are jointly and severally liable for all clauses included in the tenancy agreement. *(Joint only)*

Your signature/s

Date

Signed  
(for Stroud District Council)

Date

**Any correspondence in relation to this agreement and the conditions of tenancy should be addressed to:**  
**Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or email [housing.management@stroud.gov.uk](mailto:housing.management@stroud.gov.uk)**



## GLOSSARY

<b>We, Our, Us</b>	Stroud District Council, the Landlord
<b>You, Your</b>	The Tenant/s
<b>The property, home, dwelling house</b>	The accommodation and any grounds which has been let to you under the terms of this agreement.
<b>Structures</b>	Any structures associated with the property at the tenancy start date
<b>Sublet</b>	To lease part or all of a property which you are the legal tenant of
<b>Termination</b>	End of tenancy
<b>Surrender of Tenancy</b>	An offer by you to end your tenancy
<b>Indictable Offence</b>	Criminal act which could lead to a term of imprisonment of 5 years or more
<b>Absolute Ground for Possession</b>	Where the Court has little choice but to grant the landlord possession as long as they acted in line with the law and their own procedures
<b>Closure Order</b>	A court order resulting in the property being shut down and all access denied for at least 6 months.
<b>(Review) Panel</b>	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
<b>Breach</b>	Not doing what the tenancy condition says
<b>Defect</b>	A fault
<b>Reasonable Notice</b>	A period deemed to be fair when taking into consideration all relevant factors
<b>Feed in Tariff</b>	A payment made to households or businesses generating their own power that does not result in a reduction in natural resources
<b>Livestock</b>	Animals used for the production of food, fibre or labour
<b>Mutual Exchange</b>	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes

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## 1. SECURITY OF YOUR TENANCY

### 1.1 Using the property

- 1.1.1 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.2 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.
- 1.1.3 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy.
- 1.1.4 You may sublet part of the property, but not all of it. You must have our written permission before doing so.
- 1.1.5 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 1.2 Occupants and Visitors to the property

- 1.2.1 You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.

### 1.3 When we visit the property

- 1.3.1 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

### 1.4 Information sharing – in compliance with the Data Protection Act 1998

- 1.4.1 With your consent we may share your personal information with third parties to support you in sustaining your tenancy
- 1.4.2 In certain circumstances, for your wellbeing or the wellbeing of others or for the purposes of criminal investigations, we may share your personal information without your consent

### 1.5 Legal proceedings

- 1.5.1 We will not seek possession of the property unless we feel it is reasonable and proportionate to do so. We can obtain possession of the property in the following ways:

- (i) By accepting a notice of termination from you (See Section 7).
  - (ii) By accepting a surrender of tenancy from you (See Section 7).
- 1.5.2 We may also seek possession of your property using the grounds outlined in Schedule 2 of the Housing Act 1985. The most common reasons we would seek possession are, but not limited to:
- (i) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed
  - (ii) Ground 2: The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of, the dwelling-house.
  - (iii) Ground 3: The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.
- 1.5.3 In line with The Anti Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession. This means that the Court has limited discretion if we make an application for possession. In the event of any of the following circumstances the Council may apply for possession:
- (i) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence
  - (ii) If the tenant, someone residing at the property, or a visitor to the property is found by a Court to have breached any terms of an Injunction as described in Part 1 of this Act
  - (iii) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under Section 30 of this Act – committing an act which is prohibited by a criminal behaviour order or fails to do something they are required to do by a criminal behaviour order
  - (iv) If the property is, or has been, subject to a Closure Order
  - (v) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under the Environmental Protection Act 1990. Offences would be condition of the property, smoke, fumes or gases from the property, animals kept in the property, artificial light emitted from the property and noise emitted from the property that is prejudicial to health or a nuisance
- 1.5.4 You will be served with a Notice informing you of our decision to apply for possession using the absolute ground. You have the right to review the decision to serve this Notice but the timescales involved are limited:
- (i) **Possession Proceedings** - You must inform us in writing of your request to review the Notice within 7 days of the Notice being served on you
  - (ii) You can choose to have your review conducted in person or without you being present



- (iii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
  - (iv) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession
- 1.5.5 Legal Notices will be served on you either in person, by hand delivery at the property or by post.
- 1.5.6 Any costs incurred in taking legal proceedings against you will be recharged to you.
- 1.5.7 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

## **2. RENT**

### **2.1 Payment of rent**

- 2.1.1 You must pay the rent (including all service charges) on time, for the use of your home. The rent will be charged weekly.
- 2.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. After this you must pay the new amount.
- 2.1.3 If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week.

### **2.2 Breach of Terms**

- 2.2.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 2.2.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **3. REPAIRS**

### **3.1 If you discover a defect**

- 3.1.1 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.
- 3.1.2 If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we may recharge you.

### **3.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985**

- 3.2.1 We will maintain all aspects of the structure of the property.
- 3.2.2 We will maintain gas, water, electricity and sanitary systems in the property.
- 3.2.3 We will maintain space and water heating systems in the property.
- 3.2.4 We will maintain structures and water and electricity systems for shared areas.

### **3.3 Allowing us access**

- 3.3.1 You must allow reasonable access to us and our contractors to carry out a repair, inspection, test or improvement to the property.
- 3.3.2 We will provide you with reasonable notice to access the property.
- 3.3.3 In the case of an emergency it may not be possible to provide reasonable notice in order to access the property to prevent damage to people and property.

### **3.4 Decanting**

- 3.4.1 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

### **3.5 If you are not satisfied with our work**

- 3.5.1 If you are not satisfied with work carried out by us you must inform us and allow us the opportunity to put it right. Further details can be obtained from the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

### **3.6 Your responsibilities**

- 3.6.1 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 3.6.2 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.
- 3.6.3 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.
- 3.6.4 You are responsible for insuring the contents of the property.

### **3.7 Property Alterations and additions**

- 3.7.1 You must not undertake any alterations or additions to the property without having our written permission to do so.
- 3.7.2 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 3.7.3 You must not undertake any external decoration to the property without having our written permission to do so.
- 3.7.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### **3.8 Recharges and breach of terms**

- 3.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.

3.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.

3.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

## 4. THE PROPERTY

### 4.1 Using the property

4.1.1 You must keep the property clean and tidy.

4.1.2 You must not store excessive amounts of furniture or material in the property.

4.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

### 4.2 Garden

4.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.

4.2.2 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.

4.2.3 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.

4.2.4 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.

4.2.5 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 4.3 Communal areas

4.3.1 If you have shared hallways and gardens you must keep those areas clean and tidy.

4.3.2 If you have shared gardens you must not undertake any planting without receiving permission from us to do so.

4.3.3 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.

4.3.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 4.4 Vehicles and driveways

4.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.

- 4.4.2 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway.
- 4.4.3 You must not carry out major vehicle repairs on the property.
- 4.4.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

#### **4.5 Operating a business**

- 4.5.1 You must not operate any business from the property without receiving written permission from us to do so.
- 4.5.2 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

#### **4.6 Allowing us access**

- 4.6.1 We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspections.
- 4.6.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it our Officers and Contractors may request other evidence to prove your identity.

#### **4.7 Breach of terms**

- 4.7.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 4.7.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **5. BEHAVIOUR**

**5.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas.**

#### **5.2 Community responsibilities**

- 5.2.1 You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more persons in the locality of the property.
- 5.2.2 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.
- 5.2.3 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.
- 5.2.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a

member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.

5.2.5 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.

5.2.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 5.3 Using the property

5.3.1 Any damage to the property caused by the Police executing a warrant may be recharged to you.

5.3.2 You must not park a caravan, motor home, or vehicle weighing over 2,500 kilograms or a trailer or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.

5.3.3 You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on any land that we own.

5.3.4 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 5.4 Pets and Livestock

5.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.

5.4.2 You must ensure that any pet you are responsible for:

- (i) Is under proper control at all times.
- (ii) Is kept in a safe and hygienic manner.
- (iii) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
- (iv) Does not damage property belonging to Stroud District Council or our Contractors.

5.4.3 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.

5.4.4 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.

5.4.5 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked.

5.4.6 Any requests for permission will need to be made in writing to **Tenant Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB** or emailed to **housing.management@stroud.gov.uk**

### 5.5 Breach of terms

5.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. You may be evicted.

5.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **6. CHANGES TO YOUR TENANCY**

### **6.1 Assigning your tenancy**

6.1.1 If your tenancy commenced prior to 1<sup>st</sup> April 2012 you may pass your tenancy to a person who would qualify to have your tenancy assigned to them as referred to in the Housing Act 1985 Part IV.

6.1.2 You must have our written permission to assign your tenancy to another person. A person may qualify to be assigned your tenancy if they:

(i) Are your partner and have used the property as their main home for the 12 month period preceding your request for assignment.

(ii) Are a member of the tenant's family, over 18 years of age and have used the property as their main home for the 12 month period preceding the request for assignment.

6.1.3 If your tenancy commenced on or after 1<sup>st</sup> April 2012, with our written permission you may assign your tenancy to your partner who has used the property as their main home for the 12 month period preceding your request for assignment.

6.1.4 A person who qualifies to be assigned your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying assignee to transfer to a property more suitable to their needs.

6.1.5 You may assign your tenancy by way of mutual exchange. You must have our written permission before you assign your tenancy or move home in relation to a mutual exchange.

### **6.2 Succession (when a tenant dies)**

6.2.1 If your tenancy commenced prior to 1<sup>st</sup> April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:

(i) Inform us within 28 days of your death of their request to succeed to your tenancy

(ii) Are your partner and used the property as their main home for the 12 month period preceding your death.

(iii) Are a member of the tenant's family, over 18 years of age and used the property as their main home for the 12 month period preceding your death.

6.2.1 If your tenancy commenced on or after 1<sup>st</sup> April 2012 and you die your partner may succeed to your tenancy as long as they have used the property as their main home for the 12 month period preceding your death.

6.2.2 A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.

6.2.3 Only one succession throughout the life of a tenancy will be considered

### **6.3 Right to buy**

- 6.3.1 If you live in sheltered accommodation you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.
- 6.3.2 For those not living in sheltered accommodation you may exercise your Right To Buy your home. You must notify us in writing if this is your intention.

### **6.4 Changes to the tenancy conditions**

- 6.4.1 If we are going to update, change or amend these tenancy conditions we will provide a 28 day notification period to all tenants affected.

## **7. ENDING YOUR TENANCY**

### **7.1 Giving us notice**

- 7.1.1 You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday.
- 7.1.2 The tenancy may be ended by the sole tenant or any one of two joint tenants by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.

### **7.2 Your responsibilities after giving us notice**

- 7.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.
- 7.2.2 If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession.
- 7.2.3 If you want to cancel your notice to terminate your tenancy you must do so in writing before the four weeks notice period expires. We will consider any request and provide a written response.
- 7.2.4 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

### **7.3 If you don't give us notice**

- 7.3.1 If you have vacated the property for more than 28 days without giving the required notification we may issue a Notice to Quit and commence legal proceedings for possession of the property.
- 7.3.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

### **7.4 If you breach your tenancy conditions**

- 7.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 7.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.



<p>1. The new conditions refer to considerate planting - can something be done about my neighbour's planting retrospectively; 2. Will action be taken about cats fouling in my garden.</p>
<p>Noise nuisance from neighbour above using a tumble dryer; can a clause be included regarding use of noisy equipment near bedrooms.</p>
<p>Neighbour leaving bags of dog faeces in communal hallway; can there be a specific clause regarding clearing up after your dog.</p>
<p>Would we put specific clauses in regarding "no riding of bikes of the footpaths" and "dogs to be kept on leads".</p>
<p>I do metal work for a hobby and occasionally will use propane gas; it is only ever used outside and when not in use is stored in a locked steel container.</p>
<p>Request to change the rules from no noise after 10pm to 8pm as she has a child and there is a lot of banging where she lives.</p>
<p>1. People in the area do not always pick up after their dogs; 2. I have my own contents insurance; 3. I do not plant anything that may cause a nuisance.</p>
<p>Doesn't like change; wording can be interpreted to suit outcome; questioned about loss of security of tenure after 28 days absence; offensive weapons - what do you call offensive; absolute ground for ASB - doesn't agree with it; change doesn't mean better; concerns about data sharing; stated 28 day consultation is too short; stated he didn't received the consultation documents in 2014/15; stated he didn't receive tenancy conditions on sign up, just agreement; he asked if there would be a public meeting - I advised of SCHF and Housing Committee before agreeing final version; I confirmed consultation closes on 8th Feb 2016 and that while I have noted his comments he can also submit his comments in writing by that date.</p>
<p>Due to a rare lung condition she needs a source of heating; the property has elec heating therefore 2 portable gas heaters which take 15Kg gas bottles; there is a gas bottle in each fire and a spare kept outside in case a delivery cannot be made in bad weather; confirmation that this arrangement would not be a breach of the new tenancy conditions.</p>
<p>1. Cannot distinguish between their tenancy conditions and what is being proposed; 2. removal of reference to tenants handbook; 3. removal of services without consultation; 4. Not relevant to Sheltered Housing; 5. Page 1 - change to "sheltered housing service charge"; 6. Page 3 change to "you may sublet part of your property with the exception of sheltered accommodation"; 7. Page 10 change to "you may be permitted to keep livestock except in sheltered accommodation; 8. Page 11 change to "you may exercise your RTB except in sheltered accommodation.</p>

29 MARCH 2016

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<b>Report Title</b>	<b>ASSET STRATEGY OVERVIEW</b>
<b>Purpose of Report</b>	To note activity to date and advise members of the content of the corporate asset strategy.
<b>Decision(s)</b>	None.
<b>Consultation and Feedback</b>	Presented to Stroud Council Housing Forum on 23 March 2016.
<b>Financial Implications and Risk Assessment</b>	No financial implications are required for this report as there is no decision for committee to make.
<b>Legal Implications</b>	No legal implications are required for this report as there is no decision for committee to make.
<b>Report Author</b>	Name: Kevin Topping – Head of Housing Contracts Tel: 01453 754196 Email: <a href="mailto:Kevin.topping@stroud.gov.uk">Kevin.topping@stroud.gov.uk</a>
<b>Options</b>	None.
<b>Performance Management Follow Up</b>	Corporate Asset strategy to be presented back to Housing Committee at its first sitting of the new civic year.
<b>Background Papers/ Appendices</b>	None.

### 1.0. Background

Over several years significant work has been undertaken in Tenant Services and Corporate Asset Management relating to the previous Asset Strategy. The purpose of this report is to highlight the successes and look forward to the Asset Strategy's key areas.

### 2.0. Introduction

The current Asset Strategy was developed by the two areas of the authority, Corporate Assets and Tenant Services in 2012. At that time it was stated that the Asset Strategy would be reviewed annually and re-written every 5 years. Due to the recent changes in legislation we feel is that this needs to be brought forward to reflect pressures on the Council.

The following is an overview that members and tenants should note and Section 4 refers to developments in the new strategy

### **3.0. HRA Decent Homes Standard**

Maximising £5.9M of government grant from the Homes and Communities Agency (HCA) we delivered a number of catch up works, exceeding the estimates of works undertaken. These works have improved the lives of our tenants and helped continue the ongoing maintenance to our properties. During 2014/15 work was undertaken to 1091 properties; this included installation of 210 new kitchens, 240 new bathrooms, 360 new heating systems, 36 new roofs, 130 new doors, 184 sets of new windows, 60 electrical rewires, 20 fully re-rendered properties and topped up the loft insulation in 26 properties.

#### **3.1. New Build**

To date 79 **new** homes have been completed. These are in two schemes where all of the homes have been completed, i.e. 35 new homes at Minchinhampton and 22 at Littlecombe, and the first 12 homes at our Top of Town site in Stroud. These 79 new homes are a mix of tenures with 59 being for rent and 20 for shared ownership.

#### **3.2. Sheltered Housing**

Following the independent assessment of all sheltered sites by consultants ARK, we have agreed an ambitious plan to modernise and improve all of our sheltered schemes, ensuring that they meet modern standards along with changing the needs of an aging population. We have also identified six sites which will be redeveloped to provide new housing. Some £5 million has been set aside to undertake improvement works to the schemes we will retain, and a detailed review is being undertaken on those sites identified for redevelopment.

All tenants have been informed of the plans and will be kept informed, a detailed package of support has also been developed to assist tenants throughout the project.

A report will be brought to a future housing committee updating members on progress with the scheme improvement project and also with proposals for those sites identified for redevelopment.

#### **3.3. Renewables**

In 2013 a project was created to deliver renewable energy solutions to tenants. To date, 597 properties have benefited from the installation of 5373 photovoltaic panels. In addition, 502 air source heat pumps have been fitted and 30 ground source heat pumps installed. This project has meant that tenants who were in fuel poverty or on low incomes could properly heat their homes and reduce costs at the same time.

Although this work has been reduced massively following legislation affecting social housing income, we continue to provide warm and well solutions including upgrading loft insulation to 300mm deep; the Decent Homes Standard for insulation is 200mm for properties with electric heating solutions and only 50mm for those serviced by gas.

In addition we have continued to replace doors and windows as part of our cyclical works programme and using our new In-house Gas Service Provider (IHP) to design and fit improved heating solutions in homes.

### **3.4. Procurement**

2014/15 has seen a massive surge in the procurement of housing contracts, not only to deliver new homes but also to provide our responsive repairs & maintenance, kitchens & bathrooms and external works. These go live in April 2016, replacing contractor Morgan Sindell (formerly Lovell's) with two new contracts for the North and South of the district, namely Mears Ltd and NKS Contracts Central Ltd will be the new contractors. Critical to the success of these contracts is a new financial sanction where poor performance will mean works being allocated to the other contractor.

### **3.5. Star Survey Results**

2015, ended on a high note with better than ever results from the tenant satisfaction surveys carried out by an independent company in the autumn of 2015 for both general needs and sheltered housing.

#### **3.5.1. Sheltered Housing**

Following the redesign of the service it is impressive to note that satisfaction levels with the new service have increased by 7% in the last year to 84% with 40% being very satisfied.

The overall satisfaction level was supported by further encouraging results including strong improvements in satisfaction with scheme services, particularly communal cleaning.

#### **3.5.2. General Needs**

A sample survey of 1500 was taken for the general needs STAR survey, with 485 tenants responding, giving us a return of 31%.

There were positive scores for both surveys in relation to:

- repairs & maintenance service
- quality of the home
- how well the council keeps tenants informed
- how enquiries are dealt with generally
- new in-house gas servicing

We are really proud that, having bought gas servicing in-house last summer, 89% of general needs tenants and 93% of sheltered tenants were satisfied with the quality of the service delivered by our new team.

### **3.6. Stock Condition Survey**

This is the first survey that the authority has conducted of its housing stock for a number of years where concerns had arisen over a lack of knowledge of our stock condition and viability.

Stock condition surveys of the general needs portfolio commenced in October 2015. A 25% sampling of dwelling by archetype is being undertaken.

We have to date received results of circa 900 surveys, which have been uploaded into the asset database (Keystone). Survey of the remaining sample will be complete during the week commencing 22 February 2016. The results of these surveys will be uploaded during the first week of March, and a draft report of findings produced by mid March.

Using good quality and up to date stock condition information will enable the Council to determine the levels of investment needed to make sure its stock, meets the standards that it agrees locally with tenants and leaseholders.

### **3.7. Garage Decision**

Housing Committee decided last year to give authority to the Heads of Housing Contracts and Asset Management, in consultation with the Chair of Housing Committee and Ward Councillors to rationalise the Council's garage stock. Asset Management are now preparing a phased programme which will include redeveloping sites, selling surplus areas, reallocating land for our own uses and demolishing dangerous or redundant buildings. A briefing sheet for Members will be produced in May 2016 by the Asset Management Team which will explain how the project will work and give an update on progress.

The salient point is that we have made a decision to deal with an issue which has gone untended for too many years

### **3.8. Queens Court Decision**

Housing Committee made a major decision on 22 December 2015 to enable Asset Management to start the process of closing Queen's Court. This is a significant and progressive step for the authority and will result in better accommodation and housing stock for tenants.

Again, this has been a decisive step in dealing with historically difficult issues.

### **3.9. Fountain Crescent**

A new building site was bought in October at Fountain Crescent in Wotton-under-Edge. This was programmed for a new build scheme of over 20 homes for our tenants. Unfortunately the government's decision to reduce rents by 1% change to rental income means that Council has had to decide to sell the site as the new build programme cannot sustain this scheme. The land will be sold on the open market and the proceeds of sale recycled by the HRA on other projects.

### **3.10. Sheltered Review**

At its meeting in September, Housing Committee approved the recommendations of the ARK review of sheltered housing, namely to support 'green' and 'amber' schemes subject to budget availability and to consider options for redevelopment of the 'red' schemes.

This was a significant step forward in creating sheltered stock that is fit for purpose into the future.

### **4.0. Corporate Asset Strategy**

The three key areas as agreed by members over a number of HRA finance meetings for priority of the new strategy are as follows:

- **Continue to develop the new build programme** – *(The future direction of the new build programme will be set out)*
- **Begin the redevelopment of sheltered housing** – *(A delivery programme for the Sheltered Housing Strategy will be agreed)*
- **Estate Regeneration** – *(using the results of the stock condition survey estates regeneration will incorporate a plan to deal with non traditional stock)*

Also incorporating:

- Empty homes management
- Planned/cyclical and responsive maintenance and improvement of current stock (including opportunities for private owners and leaseholders)
- In House Gas Provider (including opportunities for private owners and leaseholders)
- Tackling Fuel poverty
- Aids and adaptations linking to clinical commissioning
- Electrical works (including door entry and lifts)
- Asbestos management
- Regeneration/ redevelopment/disposal of some homes and other property
- Queens Court
- Garage stock

Dealing with non traditional stock, the Asset Strategy will also incorporate a communications and tenant engagement plan.

In order to deliver the strategy, an action plan will be developed. This plan will identify the tasks that need to be undertaken to deliver each of the strategic priorities, give brief details of the work needed and allocate responsibilities, deadlines and monitoring. The plan and new strategy will be presented to Housing Committee on its first sitting of the new civic year in June 2016.