

27 March 2019

## HOUSING COMMITTEE

A meeting of the Housing Committee will be held on **TUESDAY 9 APRIL 2019** in the Council Chamber, Ebley Mill, Ebley Wharf, Stroud at **7.00 pm.**



Kathy O'Leary  
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 for absence.
- 2 **DECLARATIONS OF INTEREST**  
To receive declarations of interest.
- 3 **MINUTES**  
To approve the minutes of the meeting held on 5 February 2019.
- 4 **PUBLIC QUESTION TIME**  
The Chair of Committee will answer questions from members of the public submitted in accordance with the Council's procedures.  
**DEADLINE FOR RECEIPT OF QUESTIONS**  
**Noon on THURSDAY 4 APRIL 2019.**  
Questions must be submitted in writing to the Chief Executive, Democratic Services, Ebley Mill, Ebley Wharf, Stroud and sent by post or by Email:  
[democratic.services@stroud.gov.uk](mailto:democratic.services@stroud.gov.uk)

## 5 **PETITION**

A petition organised by Debbie Hicks received on 14 February 2019, has been received as follows:

### **“STROUD DISTRICT COUNCIL: PETITION FOR OUR HOMELESS**

1. Stop accepting funding from the highly exploitive, secretive and undemocratic, Gloucestershire Social Impact Bond. End provision or outsourcing of homelessness support with SIB. Restore accountability by employing qualified and trained professionals ‘in house’ at Stroud District Council for the next three years to support the homeless and rough sleepers in Stroud.
2. Immediately put rough sleepers in Stroud into accommodation or shelter for a transit period of a year. Use £200k from the unearmarked reserves to pay 1 years rent and deposits for up to 10 rough sleepers.
3. Using your powers under the *2004 Housing Act*, use Emergency Dwelling Management Orders to take management of a minimum of 40, long term, empty dwellings in the Stroud district and release these to those defined as homeless. Pay for the low administrative costs with this by unearmarked reserves.
4. During the initial transition period of a year while setting up EDMO’s and bringing homelessness support back in house, set up a working group to oversee and implement the process and open it up to public scrutiny. Invite members from the homeless community, local charities, Trade Unions and other relevant/interested parties.”

In accordance with the Council’s Petitions Scheme, the petition is to be debated by Committee. The petition organiser will be given 3 minutes to present the petition and the petition will then be debated by Committee for a maximum of 15 minutes.

## 6 **OLDER PEOPLE’S HOUSING STRATEGY (HRA)**

To present the above strategy in relation to the Council’s housing stock which is suitable for older people.

## 7 **DECANT POLICY**

To adopt the revised decant policy.

## 8 **BUDGET MONITORING REPORT 2018/19 MONTH 10**

To note the outturn forecast for the General Fund and HRA Revenue budgets and Capital programmes for Committee.

## 9 **DE-POOLING OF RENTS AND SERVICE CHARGES**

To gain the approval to carry out further investigation into implications of de-pooling.

## 10 **REVISION OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENTS AND CONDITIONS**

To inform Committee of the proposed changes to the Tenancy Agreement terms and conditions and to seek authority to issue formal notice of change.

**11 REPAIRS AND MAINTENANCE SERVICE 2020**

To share the outcome of the details service review and to seek authority to in-source the Repairs and Maintenance Services function from 1 April 2020.

**12 WORK PROGRAMME**

To consider the work programme.

**13 MEMBER REPORTS**

- a) Housing Review Panel
- b) Performance Monitoring
- c) Tenant Representative to provide a verbal update to Committee

**14 MEMBERS' QUESTIONS**

See Agenda Item 4 for deadline for submission.

**Members of Housing Committee 2018-19**

**Councillor Chas Townley (Chair)**

**Councillor Jenny Miles (Vice-Chair)**

Councillor Catherine Braun

Councillor Miranda Clifton

Councillor Jim Dewey

Councillor Chas Fellows

Councillor Colin Fryer

Councillor Lindsey Green

Councillor Julie Job

Councillor Norman Kay

Councillor Phil McAsey

Councillor Debbie Young

**Tenant Representatives**

Leticia Gardiner

Juliette Smith

## HOUSING COMMITTEE

5 February 2019

7.00 pm – 9.10pm  
 Council Chamber, Ebley Mill, Stroud

# 3

### Minutes

#### Membership

Councillor Chas Townley (Chair)	P	Councillor Colin Fryer	P
Councillor Jenny Miles (Vice-Chair)	P	Councillor Julie Job	P
Councillor Catherine Braun	P	Councillor Norman Kay	P
Councillor Miranda Clifton	P	Councillor Phil McAsey	A
Councillor Jim Dewey	A	Councillor Tom Skinner	A
Councillor Chas Fellows	A	Councillor Debbie Young	P

P = Present      A = Absent

#### Tenant Representatives

Ian Allan	P	Sadie Tazewell	P
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#### Officers in Attendance

Director of Development Services	Head of Housing Services
Project Manager	Principal Neighbourhood Management Officer
Policy Implementation Manager	Democratic Services Officer

#### HC.038

#### APOLOGIES

Apologies for absence were received from Councillors Dewey, McAsey and Skinner.

#### HC.039

#### DECLARATIONS OF INTEREST

Councillor Young declared an interest in Agenda item 6 (b) Older Persons Strategy and Agenda item 7 Options for Providing Temporary Accommodation for Homeless Households and left the meeting when these items were being discussed.

#### HC.040

#### MINUTES – 11 DECEMBER 2018

#### RESOLVED

**That the minutes of the meeting held on 11 December 2018 are confirmed and signed as a correct record**

#### HC.041

#### PUBLIC QUESTION TIME

Public questions were submitted. They were answered by Councillor Townley. Supplementary questions and were also answered. (Refer to the Council's webcast and Agenda [item 4](#)).

**HC.042**                      **WORK PROGRAMME**

The following changes were made to the work programme;

- The Homelessness Strategy had been delayed and would be presented to the April Committee meeting.
- The Military Covenant, report on Empty Homes and the HRA Delivery Plan would be presented to the June Committee meeting

**RESOLVED**                      **To agree to the above changes.**

**HC.043**                      **MEMBERS' REPORTS**(a) Housing Review Panel

Councillor Townley updated Committee and reported that the Housing Strategy would be considered in a workshop on 23 April 2019.

(b) Older Person's Strategy

A representative from Future Focus Research gave a presentation on the Older People's Accommodation research.

The research was undertaken during November and December 2018 and consisted of 500 telephone interviews; there were quotas on gender and age to ensure a wide representation.

The research identified that; 61% of respondents planned to retire in the Stroud District, the majority of residents had friends/family in the district and in respect of facilities; a walk in shower, intelligent alarm system, parking and communal gardens were identified as important to most respondents.

Members thanked officers and the working group for the report and research.

In response to a comment from the Tenant Representative, it was acknowledged that there had been comments from residents about service charges and this issue would be part of the future report on 'Service Charge De-pooling'.

Members noted the importance given to communal areas and communal gardens but the lack of support for those areas being used by outside bodies.

Members agreed the recommendations set out in paragraph 5, with the exception of 5.1.2. and requested that the proposal to re-brand sheltered housing to independent living was given further consideration to ensure the right name was chosen. This request was agreed and will be discussed further with the working group.

**RESOLVED**

- 1. To note this report and the findings of the survey.**
- 2. To approve the use of these findings so that they may shape the Older Person's Strategy.**
- 3. To agree the recommendations set out in paragraph 5 of this report subject to further consideration being given to the name used to re-brand the service paragraph 5.1.2.**

**HC.044****OPTIONS TO DELIVER TEMPORARY ACCOMMODATION FOR HOMELESS HOUSEHOLDS IN THE STROUD DISTRICT**

The Policy Implementation Manager presented the report which was in response to the introduction of the Homelessness Reduction Act and identified three potential options for the Committee to consider;

- Build or commission and lease a purpose-built building
- Convert an existing building for use as temporary accommodation
- Convert existing HRA dwellings for use as temporary accommodation

It was confirmed that the type of accommodation would need to be a mix for individuals and families and in respect of funding a business case would need to be made to Strategy and Resources Committee.

It was noted that the Council was competing with neighbouring authorities in seeking to provide temporary accommodation.

It was agreed to produce an update on progress through a Members' Information Sheet.

**RESOLVED**

- 1. To support the further exploration of utilising HRA properties as temporary accommodation for homeless families; and**
  - 2. To support the further exploration of providing additional specialist temporary accommodation within the district,**
- AND**

**RECOMMENDED  
TO STRATEGY  
AND RESOURCES  
COMMITTEE**

- 1. To purchase the former Salvation Army building in Stroud utilising the General Fund; and**
  - 2. To commission the conversion of this property into temporary accommodation; and**
  - 3. To commission the management of the completed property as temporary accommodation for homeless households.**
- Subject to a business case being made and due diligence being undertaken.**

**HC.045****TENANT REPRESENTATIVES FOR HOUSING COMMITTEE**

The Principal Neighbourhood Management Officer reported on the process that was undertaken to recruit two tenant representatives. The current representatives; Sadie Tazewell and Ian Allan were appointed for a period of two years and this was their final meeting.

Members thanked the representatives for their contribution during their term of office.

It was reported that the new representatives would be Letitia Gardiner and Juliette Smith.

**RESOLVED**

**To approve the Tenant Representatives selected for Housing Committee and recommend the appointment to full Council.**

**HC.046****THE VISION FOR SOCIAL HOUSING**

The Chair introduced the summary report by Shelter on its vision for social housing. The report recommended a shift in national housing policy towards a programme of investment and reform with a vision for social housing at the heart of a housing system.

In noting the report, Members suggested that some of the issues raised in the report could be considered as part of the workshop to consider the housing strategy.

**RESOLVED**            **To note the report**

**HC.047**                **MEMBERS' QUESTIONS**

Councillor Kay presented his questions. He noted the reply from the Chair and stressed the need for more resources to ensure the registration of the estimated HMOs.

The meeting closed 9.10 pm.

Chair

9 APRIL 2019

6

<b>Report Title</b>	<b>OLDER PEOPLE'S HOUSING STRATEGY (HRA)</b>
<b>Purpose of Report</b>	To present the Older People's Housing Strategy (HRA) 2019 - 2023 in relation to the Council's housing stock which is suitable for older people.
<b>Decision(s)</b>	<b>Housing Committee RESOLVES to:</b> <b>a) Adopt the Older People's Housing Strategy (HRA) 2019 - 2023 and Action Plan.</b> <b>b) Agree a review date of 2 years from adoption of the strategy.</b>
<b>Consultation and Feedback</b>	Consultation involved a Vision & Strategy Group, Task and Finish Group, a telephone survey of over 500 Stroud district residents and discussion with the Sheltered Modernisation Project Steering Group. These are detailed further within the report.
<b>Financial Implications and Risk Assessment</b>	<p>The Older Persons Strategy builds on the works identified in the Sheltered Modernisation Programme. Sheltered Modernisation is currently funded across the Medium Term Financial Plan (MTFP), but as has been previously reported, funding has not yet been allocated beyond this to complete the programme.</p> <p>The estimated cost of the capital works to communal areas is a total of £7.3m, £4.5m over the current allocation of HRA funds. It would be expected that this cost will be spread over a number of years.</p> <p>This would need to be considered, alongside other priorities, as part of the budget monitoring process and the additional funding is subject to full Council approval.</p> <p>The Strategy also allows for the opportunity to convert some of the existing common areas into additional dwellings. Current estimates put the cost of this in the region of £1.8m. This could be considered for funding through borrowing, with the additional rental income supporting the borrowing costs.</p>
<b>Financial Implications and Risk Assessment</b>	<p>It is recommended that a review of service charges be undertaken as the current blanket charge in Sheltered Housing wouldn't be appropriate across different levels of service, and differing communal spaces, in schemes.</p> <p>Lucy Clothier, Principal Accountant  Tel: 01453 754343 Email: <a href="mailto:lucy.clothier@stroud.gov.uk">lucy.clothier@stroud.gov.uk</a></p>



<b>Legal Implications</b>	<p>There are no specific legal implications arising from this report however, as anticipated in the report, any proposed change to service charges will need to be consulted upon.</p> <p>Patrick Arran, Interim Monitoring Officer Tel: 01453 754369 Email: <a href="mailto:patrick.arran@stroud.gov.uk">patrick.arran@stroud.gov.uk</a></p>
<b>Report Authors</b>	<p>Kimberley Read, Project Manager Tel: 01453 754175 Email: <a href="mailto:kimberley.read@stroud.gov.uk">kimberley.read@stroud.gov.uk</a></p> <p>Kevin Topping, Head of Housing Services Tel: 01453 754196 Email: <a href="mailto:kevin.topping@stroud.gov.uk">kevin.topping@stroud.gov.uk</a></p>
<b>Options</b>	<p>The Council can choose to retain the sheltered housing schemes as they are, with only planned works undertaken over future years.</p>
<b>Performance Management Follow Up</b>	<p>The action plan which forms part of the Older People's Housing Strategy (HRA) will be reviewed on a bi-monthly basis by the Head of Housing Services. Information updates will be provided to Housing Committee on an annual basis.</p>
<b>Background Papers/ Appendices</b>	<p>Older People's Housing Strategy (HRA) Appendix A – Ark Report Appendix B – Vision &amp; Strategy Group Appendix C – Task &amp; Finish Group Appendix D – Future Focus Research Appendix E – Action Plan</p>

## 1. Introduction

- 1.1. SDC has previously commissioned reports into Older People's Housing through the CIH and Ark Consultancies. The CIH report 'Sheltered Asset Review' was produced in September 2014 and the Ark report 'Getting Better, Getting Fit for the Future' was produced in July 2015. Reports relating to these two pieces of work have been presented to Housing Committee in October 2014, March 2015, October 2015 and June 2016. The outcomes and recommendations of the reports have provided a solid foundation on which to develop an Older People's Strategy which relates to SDC's housing stock.
- 1.2. SDC currently owns 27 sheltered housing schemes across the district (none of which are extra care). The Sheltered Modernisation Project is currently underway which is rationalising and improving the stock and ensuring that it is fit for purpose now and in the future.
- 1.3. The Sheltered Modernisation Project currently has an agreed approach for four of the five red schemes. There is also an agreed approach to three of the amber schemes which are being modernised into 'hubs'. These are Sherborne House, Stonehouse, Concord, Nailsworth and George Pearce

House, Minchinhampton. Although the schemes were categorised into red, amber and green, there is currently no agreed approach for the remainder of the amber schemes, some of which were identified as 'consider for an alternative use' in the Ark Report. The development of an Older People's Housing Strategy seeks to address this.

- 1.4. There are many positive projects being undertaken across different services in the council such as the Health & Housing Plan, Local Plan Review, Service Charge Review and the Sheltered Modernisation Project, to name but a few. The Housing Strategy 2015 – 2019 is currently being renewed and details the approach to improving accessibility to good quality affordable housing and housing related services across the district. The Housing Strategy references the Older People's Housing Strategy (HRA) which sets out the Council's approach to its own housing stock.

## **2. Development & Consultation**

- 2.1. To begin developing an Older People's Housing Strategy for SDC's housing stock, officers set up a Vision & Strategy Group during 2018. The group comprised of a number of officers from across service areas. The purpose of the group was to undertake horizon scanning and to begin developing a draft strategy which would link to other corporate strategies and projects across the Council. This fits with the recommendations contained within the CIH and Ark report.
- 2.2. A Task & Finish Group was then formed with members and officers to explore the expectations of the 'next generation' in relation to SDC's older people's housing. The group commissioned a telephone survey of 500 Stroud district residents and engaged Future Focus Research to undertake this on their behalf. The results and findings of the survey were presented to officers in December 2018 and to Housing Committee in February 2019. The results were then fed into the Older People's Housing Strategy along with members input into the overall aims of the strategy.
- 2.3. The draft Older People's Housing Strategy (HRA) was reviewed by the Sheltered Modernisation Steering Group which comprises senior management and officers. Comments were provided by Head of Housing Services, Head of Contract Services and Head of Property Services, all of which have been developed into the final strategy and action plan.

## **3. The Strategy**

- 3.1. The Older People's Housing Strategy (HRA) 2019 - 2023 sets out SDC's vision for its older people's accommodation over the next five years, and links closely with the Corporate Delivery Plan 2018 - 2022 priorities, one of which is the delivery of the Sheltered Modernisation Project.
- 3.2. Although the strategy is formed in a challenging financial climate, SDC is committed to delivering its vision of "providing good quality older people's housing which meets a variety of current and future needs – where people want to live".

- 3.3. The strategy sets out its approach to delivering the six 'UNIQUE' strategic objectives which in turn will realise SDC's vision.
- 3.4. Part of the strategic approach is to adapt the existing sheltered housing model by re-branding and re-categorising schemes to a range of Independent Living accommodation which better reflects the housing that we provide. This will comprise of 'Independent Living Hubs', 'Independent Living +' and 'Independent Living' schemes. The strategy also details the approach to 'associated suitable outlying properties' i.e. some of our general needs stock.
- 3.5. The strategy has a robust action plan which sets out the timescales for the delivery of the six strategic objectives. It is important to note that the re-branding of sheltered schemes will be made over a number of years, involving consultation with residents, and will not result in an immediate change. The action plan sets out clear actions for consulting with tenants about these changes.
- 3.6. As schemes are re-categorised, the impact of service charges will be carefully considered and the cost may be amended to reflect any changes to the scheme, for example – where on a few schemes we may convert communal lounges to additional accommodation (only where these communal areas do not deliver genuinely desirable facilities for tenants) there may be a reduction in service charge. There could also be a further impact depending on what future decisions are made by Housing Committee regarding service charges.
- 3.7. An Equality Impact Assessment has been undertaken as part of the development of the strategy. There were no adverse impacts as a result of the proposed strategy.
- 3.8. The action plan will be monitored and reviewed on a bi-monthly basis by the Head of Housing Services, with progress on the action plan provided to Housing Committee annually.

#### **4. Funding**

- 4.1. The Sheltered Modernisation Project is currently only funded within the current Medium Term Financial Plan (MTFP), and beyond this the Council has not yet allocated sufficient resource to complete improvements to all sheltered schemes.
- 4.2. The adoption of this strategy will show the Council's commitment to the project moving forward and as such the resource available to deliver both will need to be agreed on an annual basis during the budget setting process.
- 4.3. During the development of the strategy, officers have made estimates about the potential cost of delivering this strategy in its entirety. Working on the basis of the sheltered modernisation costs to date and on the assumption of creating 10 x 'Independent Living Hubs' and 7 x 'Independent Living +' schemes, the delivery of this strategy could cost in the region of an additional

£4.5 million. The actual cost would depend on the final categorisation and design for each scheme and the timescale of the programme.

- 4.4. The opportunity would also exist to convert any communal areas in 'Independent Living' schemes to create additional dwellings. On the assumption of creating 6 x 'Independent Living' schemes the costs could be in the region of £1.8 million to create approximately 12 new affordable properties. Subject to an appraisal of the scheme and committee approval, this cost could be added to the New Homes and Regeneration programme and could be funded through Right to Buy receipts and borrowing (with the borrowing costs to be funded from the additional rental income.)

## **5. Conclusion**

- 5.1. It is recommended that the Committee approve the strategy in respect of housing revenue stock so that it has an agreed approach to the remainder of the Sheltered Modernisation Project and the future delivery of housing for older people.
- 5.2. It is also recommended that the strategy is reviewed after two years due to the changing financial and political climate.

# **Older People's Housing Strategy**

## **(HRA)**

2019 - 2023

**Date Adopted:** April 2019

**Date for Review:** April 2021

## Foreword

In 2015, Stroud District Council (SDC) commissioned Ark Consultancy to undertake an in-depth review of its sheltered housing accommodation, to assess the viable options for achieving a sustainable sheltered housing service and to advise on a modernisation strategy. This work followed on from a review carried out by the Chartered Institute of Housing in 2014 which provided a detailed assessment of the sheltered housing support service.

The findings of the Ark Report 'Sheltered Housing - Getting Better, Getting Fit for the Future' (*Appendix A*) resulted in the Council committing to a 10 year modernisation programme which is now in its third year. Within the Ark Report, a number of schemes were categorised as 'red' and were considered unsuitable for older people's accommodation. The Council agreed to dispose of a number of these sites, in order to generate income which is required to reinvest in the redevelopment of some of the red sites to provide better quality, more energy efficient older people and general needs accommodation. The money is also being reinvested in the 'green' and 'amber' schemes to improve the quality of accommodation and to make it more attractive for current tenants and also future tenants who may wish to downsize. A number of the amber schemes were identified as 'consider for an alternative use' therefore in response to this, the Council set up a number of working groups to explore what these alternative uses might be.

This five year Strategy has been developed as a result of the Ark Report and subsequent working groups views to support the delivery of the modernisation programme and to deliver SDC's vision for its older people's accommodation in the district. Delivery of the Council's vision will make its older people's accommodation more attractive into the future and which will also provide a positive impact on the number of households who wish to downsize - in turn freeing up some of our much needed suitable family accommodation.

SDC knows that the increasing older population is also becoming more diverse, and more people are living into very old age which brings a number of challenges in terms of health and support. It also acknowledges that people's aspirations for their lives as they age, are changing too. The services SDC commissions and provides, and the way in which it does so, will have to evolve to meet these changing needs and aspirations.

SDC owns a portfolio of 5,071 affordable homes throughout the district. Within this stock, there are over 700 properties which form part of 26 sheltered housing schemes, and are currently let specifically for older people over the age of 60. There are also a number of bungalows and ground floor flats, which are let as general needs accommodation that are also suitable for older people or people with physical needs.

All of SDC's sheltered housing schemes have communal facilities, such as a communal lounge, kitchen and laundry, some of which are under utilised, and could create additional accommodation which would assist in meeting the increasing need for older people's housing.

The Council recognises the demographic shift highlighted in the Ark Report, which anticipates a significant increase in the ageing population over the next 20 years. The report confirmed that 41% of households in Stroud are made up of only older people (age 55 and over) and that

Stroud is likely to see an increase of approximately 78.5% of single people of pensionable age retiring in the district. Due to the popularity of the district to people of pensionable age, this increase is likely to impact Stroud more than any other district in Gloucestershire.

This Strategy is formed in a challenging financial climate; however SDC is committed to delivering its vision of “providing good quality older people’s housing which meets a variety of current and future needs – where people want to live.” SDC commits to delivering adapted housing and services which are good quality and provide value for money, with an emphasis on affordability to the tenant and the Council. SDC would like the homes it owns to ‘enable’ older tenants to live as independently as possible within the resources available.

In order to do this, the Council will need to think creatively about how this can be delivered in times of financial constraint, coupled with the current crisis in personal care services. This Strategy links strongly with Stroud’s Corporate Vision of “making Stroud a better place to live, work and visit for everyone” and the Corporate Delivery Plan 2018-2022 priorities, one of which is to implement the sheltered housing modernisation programme.

This Strategy sets further context about how it has been established and the strategic objectives which need to be achieved to deliver SDC’s vision for its older people’s housing. The action plan provides a list of robust actions to ensure delivery of this Strategy, in turn achieving SDC’s vision.

*Councillor Chas Townley and Councillor Jenny Miles*

Chair & Vice Chair of Housing Committee



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## **Appendices**

Appendix A – Ark Report 2015 ‘Sheltered Housing - Getter Better, Getting Fit for the Future’

Appendix B – Vision & Strategy Group ‘Terms of Reference’

Appendix C – Task & Finish Group ‘Terms of Reference’

Appendix D – Future Focus Research ‘Older People’s Accommodation Research’

Appendix E – Older People’s Housing Strategy (HRA) - Action Plan



## 1. Our Local Landscape

The Stroud District is a largely rural area covering 175 square miles in the south of Gloucestershire. Much of the eastern half of the district falls into the Cotswold Area of Outstanding Natural Beauty, which covers just over 50% of the District's total land area. The district has a rich built heritage, including 42 conservation areas in a wide variety of towns and villages each of which are unique in character.

Stroud has a population of 118,130 (2017) and over 50,000 households. There are currently 47,640 private homes in the district with 5,071 properties in the ownership of the council and 1,640 housing association homes. The population is predicted to grow to 136,000 by 2041. There are currently over 600 people currently on the waiting list that would be eligible for older people's accommodation.

There are currently 21,114 young people (aged 0 – 15), 70,802 working age adults and 26,214 retirement age adults. The increase of people of pensionable age is anticipated to rise significantly in the future as a result of rising life expectancy and the demographic impacts of two generations of baby boomers.

The Stroud district benefits from a vibrant community spirit, offering a mix of culture and countryside. The towns benefit from a range of independent cafes and shops all set in a picturesque location, which is proving to be a popular choice to live and retire in, particularly with the larger towns of Cheltenham, Cirencester and Gloucester not far away.

## 2. The Corporate Context

The Council's Corporate Delivery Plan 2018-22 (CDP) was published in 2018 (<https://www.stroud.gov.uk/council-and-democracy/corporate-plans-and-policies/corporate-delivery-plan-cdp>). New challenges for our housing stock include; customer affordability issues arising from welfare reforms, increasing customer expectations, increasing demand and the need to provide more sustainable homes against the back drop of recent legislative reforms which have significantly affected income streams from 2016-2020. The Council's key priorities contained in the CDP are:

- **Economy** – help people and businesses grow the local economy and increase employment;
- **Affordable Housing** – provide affordable, decent and social housing;
- **Environment** – help the community minimise its carbon footprint, adapt to climate change and recycle more;
- **Resources** – provide value for money to our taxpayers and high quality services to our customers;
- **Health and Wellbeing** – promote the health and wellbeing of our communities and work with others to deliver the public health agenda.

The Older People's Housing Strategy supports the CDP and includes key strategic objectives and targets for our sheltered housing assets and appropriate general needs stock to ensure they provide good quality accommodation for older people. It also provides detail on our future

investment strategy through the sheltered modernisation programme and the effect this will have on our assets. The diagram below reflects how the Strategy fits within the wider corporate context.



Diagram 2.1 Link to wider corporate context

### 3. Setting Our Vision

The subsequent need to set a vision and a strategy for our older people's accommodation for the next five years was founded on the Ark Report (2015) and the Council's commitment to deliver the sheltered modernisation programme. SDC completed the improvements to the first scheme in 2018 which opened further discussion about which improvements were priorities and what our older people's accommodation should be delivering for current and future tenants. The sheltered modernisation programme is fundamental to improving the health and wellbeing of our older tenants. The improvements to the internal and external environment of the first scheme completed (Sherborne House, Stonehouse) had a positive impact on the tenants living there (for example, the construction of external paths not only enabled tenants to access the back door of their property using a mobility scooter for those with mobility constraints; it also provided a space for tenants to walk around outside, so that they could enjoy the benefits of fresh air, sunshine and the opportunity to chat to neighbours, all of which have a profound effect on an individuals' sense of health and wellbeing.)

A Vision & Strategy group was formed (Terms of Reference *Appendix B*) with a variety of officers across the council to examine the challenges for older people in the future, particularly during a time of austerity and reduced spend on care and support; with a greater onus on enabling people to live independently in their homes for longer. The focus of this group was solely on current and future SDC tenants, and how some of the future challenges may be overcome. Together a vision was proposed with a number of areas identified which needed further examination and consideration.

One of the objectives was to form a Task & Finish Group (Terms of Reference *Appendix C*) comprised of elected councillors and officers. The purpose of the group was to explore the expectations of the 'next generation' in relation to the council's older people's accommodation, which was a recommendation within the Ark Report. In order to follow up on this recommendation, the group commissioned a telephone survey of 500 Stroud district residents which was undertaken by Future Focus Research. The questions in the survey were carefully considered to establish what people want from their accommodation as they age. The survey was open to anyone over the age of 18 and was structured so that all age groups were proportionally represented.

The results of the survey have been fed into this Strategy, so that the council is delivering older people's accommodation across its stock which is as closely aligned to the expectations of the next generation as resources will allow (summarised in *Appendix D*).

## 4. Our Vision

The vision proposed by the Vision & Strategy group is:

**“To provide good quality older people’s housing which meets a variety of current and future needs – where people want to live.”**

In order to achieve this vision, the Council must set strategic objectives, supported by a robust action plan which can be monitored and reviewed on a regular basis.

## 5. Consultation - What Future Customers Want

The survey commissioned by the Task and Finish Group provided useful, tangible feedback for SDC. The detailed findings of the survey are contained within the ‘Older People’s Accommodation Research’ produced by Future Focus Research (*Appendix D*). A summary of some of the key findings are as follows:

- The survey found that two thirds of residents perceived the term ‘Sheltered Housing’ to be associated with older person’s accommodation where 24 hour care is provided. There have been a number of changes to the sheltered housing service over the past 5 years, and the results of the survey suggest that there is a need to re-brand sheltered housing with something which reflects the current service on offer.
- The survey confirmed that 61% of residents interviewed plan to retire in the Stroud district, with the majority having access to friends/family and/or social groups in the area.
- Accessibility and security in and around the home are important to most residents, with good access to healthcare and support services a high priority. When asked what else the communal lounge could be used for, health clinics were the most popular choice.
- The use of communal spaces by outside groups was not as popular, with only 37% of residents believing this would be a good idea – this could be partly due to the priority of living in a secure environment and uncertainty about who would be using the space.
- Access to Wi-Fi in communal areas was considered a priority by 77% of residents interviewed. SDC currently provides Wi-Fi access to tenants in all communal lounges and it is important that this is retained to ensure tenants are able to connect with friends and family.
- Parking and external communal space was important to most residents, which suggests that access to external green space is essential for health and wellbeing as people age as well as the independence which cars provide.

- When asked about various elements in the home which could be provided to enable individuals to live independently, the highest priority was a walk in shower/wet room, however all the elements identified in the question were considered either very important or fairly important to residents.
- The majority of those over the age of 55 had made plans for their accommodation needs for old age.

As a result of these findings, the Task and Finish Group made a number of recommendations to Housing Committee in February 2019 (<https://www.stroud.gov.uk/media/971200/item-6b-older-persons-strategy-task-and-finish-group-final-report.pdf>), which were approved for inclusion in this Strategy. A summary of the recommendations are detailed below:

- Work towards the development of a range of accommodation for older people, rather than ‘one size fits all’. This may involve the re-designation of some schemes which could potentially be linked to a hub scheme to ensure that access to services is not lost.
- Re-brand Sheltered Housing.
- Improve awareness of our Independent Living options to encourage households to downsize – schemes should become more desirable as a result of the sheltered modernisation programme which is improving communal areas and accessibility to these spaces.
- Consider conversion of communal areas, which are not utilised, to additional accommodation where those communal areas are not suitable to offer genuinely desired facilities for both residents and older people in the vicinity.
- Seek areas of improvement to the Council’s Corporate Asset Management Strategy to ensure that SDC’s older people’s schemes and general needs accommodation enables rather than disables – allowing tenants to live as independently as possible.
- The Older People’s Housing Strategy should seek to enhance partnership working with external agencies to improve support and care provision across the district.
- Undertake further visits to other affordable housing providers to examine the range of accommodation and best practice on offer.
- Carry out focus groups with existing tenants to further examine specific areas within the survey.

These recommendations have been developed into this Strategy, along with the Task and Finish Group’s input into the strategic objectives.

## 6. Strategic Objectives

Although the issues that face SDC are not uncommon to other local authorities the vibrancy and variety of the local landscape which includes a mix of rural and urban areas, alongside the demographic of our population, do present SDC with some unique challenges. A few of these challenges are, social isolation, access to health and support services, transport links, access to retail and leisure facilities and the lack of a range of good quality older people’s accommodation.

In response to these challenges, and to achieve the Council's vision, this Strategy seeks to deliver six strategic objectives:



Diagram 6.1 Strategic Objectives

The Council recognises that a number of local authorities and housing associations have undertaken similar reviews in recent years. Whilst it is felt that there is good practice that can be replicated, SDC also understands that the district itself is unique and diverse, therefore it may require a different approach to other housing providers.

The six strategic objectives will provide the 'unique' approach that Stroud needs to future proof its older people's accommodation, to meet the needs and aspirations of its current and future tenants.

These strategic objectives will shape Stroud's housing stock to provide a range of accommodation which is suitable for a diverse group of older people, whilst remaining affordable in the longer term. The key objectives highlighted should also assist with the crisis in personal care, by enabling tenants to live independently in their homes for as long as possible.

## 7. Our Range of Accommodation

Currently SDC offers older people’s housing in the form of general needs or sheltered housing schemes with a mix of accommodation such as flats, bungalows and houses. Tenants in sheltered housing schemes pay a standard service charge across all schemes, which isn’t necessarily reflective of the service provided by the council and in some cases is heavily subsidised.

The new model proposed, as a result of the consultation undertaken with Stroud residents and the Task and Finish Group’s recommendations will create a range of accommodation options for tenants. This will provide choice for future customers who may not need all of the services provided at a hub scheme and may not wish to pay for services they do not use or need. The new model is set out below:

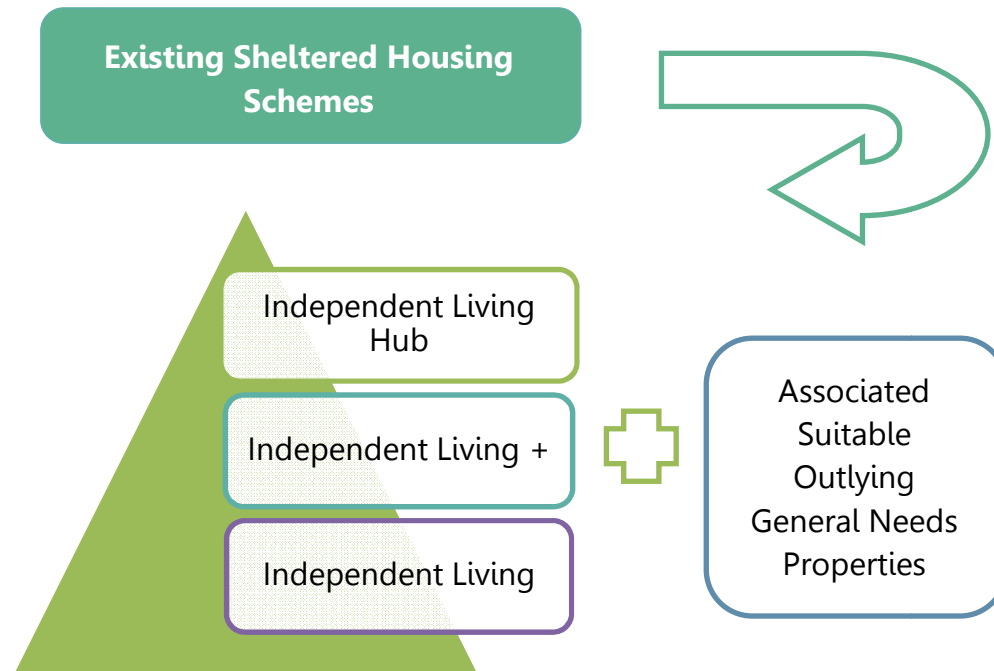


Diagram 7.1 Transitional Model - Reflects New Range of Accommodation

The Strategy recommends that to achieve this new model, each scheme is reviewed and categorised as one of the following; ‘Independent Living Hub’, ‘Independent Living +’ or ‘Independent Living’ with a new service charge which is reflective of the service provided in each of the schemes. The service charges will need to be made clear to current and future tenants so that there is complete transparency about the costs of the service. The delivery of this Strategy needs to be undertaken alongside the service charge project and could result in decreases or

increases in service charges. Where possible, the schemes also need to be spread geographically to ensure a range of options in as many areas as possible and to avoid a concentration of hubs in specific areas. The key criteria of the accommodation ranges are:

## Independent Living Hub

- Communal lounge which can also be used for health clinics, police surgeries and activities for tenants of the scheme whilst also offering this service out to outlying properties which could be affiliated with the scheme
- 100% provision (or as close as possible) of mobility scooter storage and charging points
- Level access provided throughout the building and externally
- Visiting Site Officer
- Support Coordinator visiting as needed

## Independent Living +

- Communal lounge where tenants can socialise to reduce social isolation
- Improved provision of scooter storage and charging
- These schemes may not benefit from level access
- Visiting Site Officer
- Support Coordinator visiting as needed

## Independent Living

- No communal lounge - this will be used to create additional accommodation where possible
- Visiting Site Officer
- Support Coordinator can be contacted if needed

## Associated Suitable Outlying General Needs Properties

- There is the potential to incorporate any general needs properties suitable for older people (e.g. bungalows) to any of the Independent Living schemes identified above. This would allow general needs residents access to the enhanced services provided at the Independent Living schemes. This would help to support the future viability of social activities provided at Independent Living schemes.



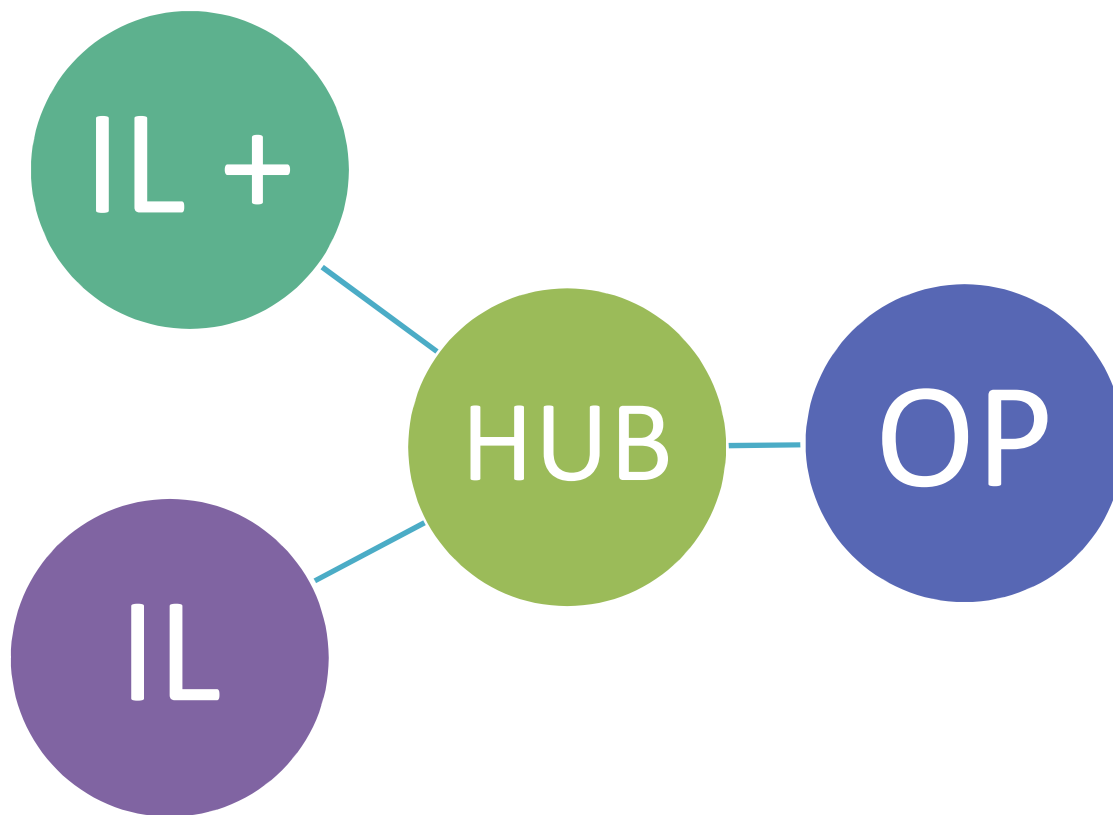


Diagram 7.2 Hub & Spoke Model

**HUB = Independent Living Hub**  
**IL + = Independent Living +**  
**IL = Independent Living**  
**OP = Outlying Properties (general needs bungalows)**

**Hub & Spoke Model:**

This diagram shows how the range of accommodation could operate as a hub and spoke model.

- Independent Living Hub schemes will be located around the district with a range of Independent Living + and Independent Living schemes also provided in that locality where possible.
- Independent Living Hubs will be the centre of the Independent Living community for their area. Social activities such as health and wellbeing clinics and recreational events will be organised and held at these schemes and extended to wider residents.
- The residents at Independent Living + schemes would be invited to join in any group activities in the Hub schemes, however they would also benefit from a communal lounge at their own scheme allowing them the ability to socialise, building neighbourly relations and a support network.
- The Independent Living schemes would not have any communal lounge, however they would also be invited to use the Hub or IL + communal lounges and attend any social activities, this will ensure that residents living at these schemes have the opportunity to live independently but still have the ability to socialise when it suits them.
- Any suitable outlying properties, such as existing general needs bungalows which surround Independent Living schemes, could also be given the opportunity to attend activities at the Hub extending the community network.

## 8. Monitoring and Review

### Monitoring of the Action Plan:

This action plan (*Appendix E*) will provide a robust method of monitoring delivery of the strategic objectives to achieve the Council's vision for its older people's accommodation.

The action plan will be monitored on a bi-monthly basis by the Head of Housing Services, with progress made being reported on an annual basis to Housing Committee.

### Review of the Strategy & Action Plan:

The strategy and the action plan should be reviewed fully by the Head of Housing Services by April 2021, with any changes to the strategy reported to Housing Committee.

**Document Owner: Kevin Topping, Head of Housing Services**

**Date for Review: April 2021**

# **Appendix A**

## Ark Report 2015

'Sheltered Housing – Getting Better, Getting Fit for the Future'

# Sheltered Housing - Getting Better, Getting Fit for the Future



Executive Summary - July 2015

## 1. Introduction

1.1 Stroud District Council commissioned Ark to carry out an in-depth review of its sheltered housing portfolio to assess the viable options for achieving a sustainable sheltered housing service and to advise on a modernisation strategy. The review involved a number of carefully sequenced steps including:

- A 'document review' of the Council's plans and those of key stakeholders, including Gloucestershire County Council, to understand strategic context;
- A review of stock information including investment plans and forecasts, repairs history and void times and costs;
- Undertaking on-site inspections of the schemes to assess its physical characteristics, the scheme's setting and neighbourhood surroundings;
- Reviewing the 'market' - the location of alternative 'competing' provision and likely demand for sheltered housing in the future; and
- Considering the available options and producing a preferred option for each scheme that forms part of an overarching strategy.

## 2. Scheme profile

2.1 The Council's sheltered housing stock consists of 788 homes in 28 schemes. Almost all the schemes are purpose built and all are at least 25 years old. Over 40 per cent was built over 45 years ago, in the 1960s.

2.2 The stock at an individual scheme level is diverse. Half the schemes comprise of purpose built blocks containing solely flats, while almost a third (32 per cent) comprises a combination of both flats and bungalows. Four schemes (14 per cent) contain just bungalows.

2.3 In terms of size, almost three quarters of the homes have one bedroom. Bedsits account for around 11 per cent and bungalows account for almost 40 per cent of the stock. Only 5 per cent of homes have more than one bedroom. The distribution of the schemes across the district is shown below:

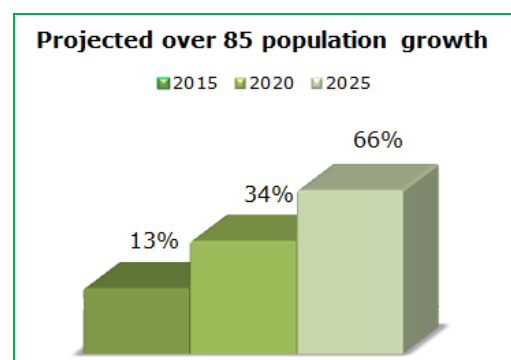
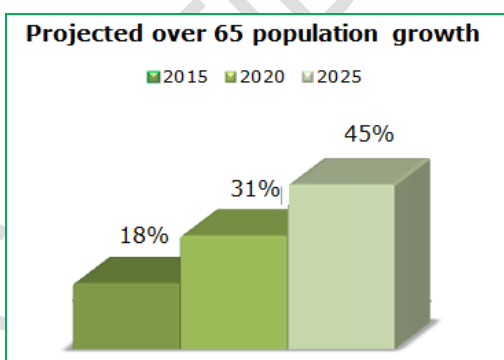


### 3. Resident profile

- 3.1 Demographic changes means that sheltered housing tenants are increasingly diverse with a much wider range of expectations, needs and ages. Sheltered housing tenants in 2015 are older and frailer than those who lived in the schemes when originally built – often living with dementia or chronic ill-health. For example, 11 schemes have more than 10 per cent of the residents aged over 90 while nine schemes have more than 40 per cent of residents aged over 80.
- 3.2 Alongside demographic changes, allocation policies mean that younger people are moving into sheltered housing, some having no care or support needs but others have complex needs, such as substance misuse or with a history of homelessness. Stroud has 3 schemes where more than 10 per cent of residents are aged under 60.
- 3.3 These ‘imbalances’ make it harder to provide a service that meets all tenants needs and aspirations. Willow Road - a scheme with 24 units serves as an example of this trend. This scheme has over a quarter of residents over 80 and a quarter under 60. Interestingly over 16 per cent of residents are currently working.

### 4. The local housing market

- 4.1 Stroud district has a population of 112,779 (2011 census) of which 21,977 (around 20 per cent) are aged 65 and over – higher than the Gloucestershire average. The population has increased by 5 per cent in the last decade with the number of over 65s expected to increase by over 60 per cent by 2031.
- 4.2 Most UK household growth is driven by older people. Overall, 41.0 per cent of households in Stroud are made up of only older people (aged 55 or over) and a further 11.7 per cent contain both older and non-older people. Older people in Stroud are slightly more likely than average to live in social rented housing.
- 4.3 Analysis carried out by GCC in 2012 on the need for older people’s services identified significant projected growth in the 65+ and 85+ populations over the next 10 years (shown below).



- 4.4 In Stroud a significant source of growth in household numbers is the projected increase in the number of single people of pensionable age by 78.5% and 2+ pensioner households by 52.9%. This in part reflects Stroud’s appeal to older people. For example, about a third (31 per cent) of market demand across the Stroud and Dursley area originates from retired households.
- 4.5 In total there are 844 households registered for accommodation suited to older households on the Gloucestershire Homeseeker database - 493 where the head of

household is aged over 65 and a further 351 in the 55-64 age bracket. Over half (58 per cent) of the 65+ group specifically require ground floor accommodation. This means that almost 6 out of every 10 'typical' applicants for sheltered housing (aged 65+) would not wish to be housed in first floor flats at a number of the Council's homes for example, at Glebelands, Ringfield Close and Jenner Court.

- 4.6 Overall, we believe that there are over 2000 sheltered homes serving Stroud. This figure includes other 'competing' schemes that fall within a natural catchment area that goes beyond the postcode and Stroud's geographical boundaries.
- 4.7 The level of competing provision is very high in some areas. For example, in the GL2 area in the north which includes parts of the Gloucester urban area including Hardwicke, the Council's stock consists of less than 10 per cent of the available provision for rent. Over 30 per cent of sheltered housing provision that may serve residents in the district is found in this postcode area. In addition, competing provision is high in the GL5 postcode area covering Stroud and GL6 which includes Nailsworth and Minchinhampton.

## 5. Communication and Consultation

- 5.1 As part of any review of this nature one of the major challenges is to engage with all the stakeholders in an appropriate and timely way. The Council's 'Older Persons Housing Project Board' decided it was best to defer detailed consultation until the outcomes of the review were completed and 'at risk' schemes identified. In this way, we will be able to talk to residents, their families/advocates in a more informed and constructive way, encouraging greater ownership and empowerment of residents and in turn leading to increased satisfaction and individual well-being.
- 5.3 Ark also met with some key external and internal stakeholders over the course of our assignment. The key findings from the consultation are set out in the main report.

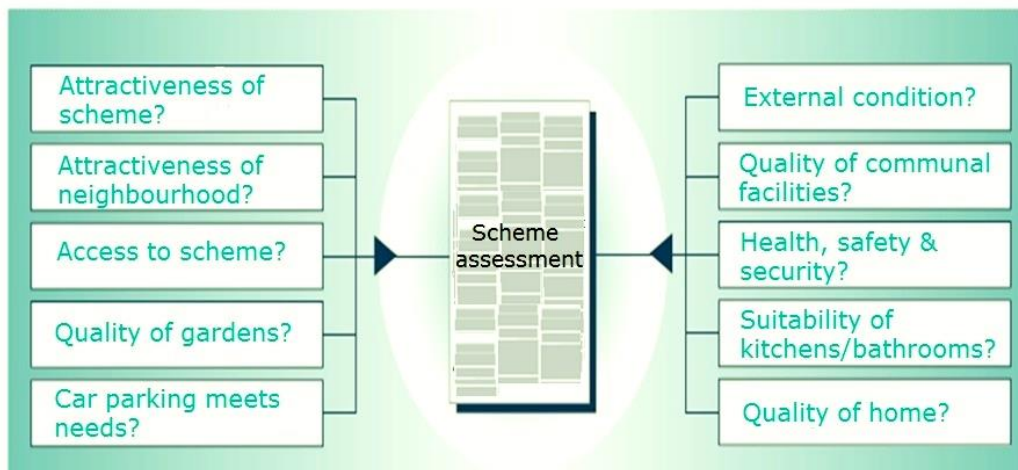
## 6. Asset performance

- 6.1 Stroud provided void data for the last three years for each of the schemes. This allowed us to review the performance of the schemes from a number of perspectives.
- 6.2 Our key findings are as follows:
  - Repair numbers and costs too high in some schemes
  - Void costs in small number of schemes consistently high
  - Turnover in some schemes over 20 per cent
  - 'Demand' problems in some schemes (bedsit and unit size)
  - Void times can be too long and some schemes have long-term voids
  - The Council needs to ensure its plans are based on robust stock condition data

## 7. Scheme Assessments

- 7.1 The most significant stage of this review was the assessment of the schemes. This involved reviewing the asset performance data and local housing market information collected. Most importantly, this stage was informed by an on-site inspection and discussions with local staff.
- 7.2 Each scheme inspection involves an appraisal of the schemes from a number of perspectives illustrated in the figure below.





7.3 Schemes were categorised using a simple traffic light (Red/Amber/Green) system to reflect the degree of 'risk' they present to Stroud's ongoing business. The breakdown of results is shown below:

Category	Scheme	Number of Homes
<b>RED</b>	Cambridge House, Dryleaze Court, Glebelands, Ringfield Close, Willow Road (5 schemes)	173 homes – (57 of 86 bedsits) 22 per cent of homes
<b>RED/AMBER</b>	Burdett House (1 scheme)	25 homes (6 bedsits) 3 per cent of homes
<b>AMBER</b>	Archway Gardens, Ashcroft House, Chapel Lane, Concord, George Pearce House and Trinity Drive, Grange View, Grove Park Road, Jenner Court, Malvern Gardens, Sherborne House, Springfields Court, The Beeches, Vizard Close (13 schemes)	336 homes 43 per cent of homes
<b>GREEN</b>	Ashwell House, Broadfield Road, Draycott, Dryleaze House, Hamfallow Court, Hazelwood, The Corriett, St Nicholas Court, Walter Preston Court (9 schemes)	254 homes 32 per cent of homes

7.4 The recommendations based on the findings are that:

- 13 schemes including almost half of homes are retained in the longer term in their current form to continue providing older people's housing. These should benefit from improvements such as:
  - Improving communal entrance, lounge and garden;
  - creation of scooter stores and improving car parking; and
  - Lift installation where practicable
- 5 schemes are improved for an alternative use. These schemes are not suited to specialist older people's housing. However, they are probably sustainable as 'age-exclusive or 'age preferred' for people aged 50+.
- 3 schemes should be remodelled for continued older peoples use. To ensure these schemes are fit for the future the Council needs to invest in remodelling to

address problems around the quality of the 'offer'. In this way, the modernised schemes will better meet the needs of older people and ensure they are sustainable in the longer-term. Typical works proposed include:

- Remove bedsits and improve space standards;
  - Introduce some 2 bed accommodation; and
  - Maximising return by converting 'specialist' facilities or other assets
- One scheme should be remodelled for alternative use. In this case the scheme, Chapel Lane, is best suited to return to more general needs provision - probably 'age-exclusive' for people aged 50+. Opportunities for redevelopment to provide additional units and revenue returns should also be explored on this site.
  - 6 schemes should be decommissioned as older people's housing. The performance and quality of these schemes is poor and remodelling to meet modern and future needs is not an economic or practical solution. Our presumption is that most of these sites could form part of the Council's active development programme although a more detailed feasibility study is needed to make an informed decision on redevelopment or disposal.

7.5 Ark has completed a breakdown by scheme of the outline costs to deliver a programme flowing from the preferred option. The total cost is **£4,678,800** which captures the improvements or remodelling identified and associated fees. The Council should test the proposed capital costs, unit changes and revenue impacts of the programme with its HRA Business Plan in order better to gauge its capacity to support the proposed changes.

7.6 Below is a 'pen picture' review of the Council's highest risk schemes.

### **Burdett House, Stonehouse GL10 2LS**

**Burdett House** was built in 1977 in a predominantly residential area approximately 1 mile away from Stonehouse. It consists of 25 homes – 6 small bedsits, 10 one person flats, (8 can accommodate two people) and 9 one bed bungalows of which 3 are big enough for two people. The flats and bungalows are in a linked block with 8 properties in a lower section away from the main scheme and communal areas.

Car parking is satisfactory but the scheme is not served by a local bus service. This means that some residents (over a quarter of whom are over 80) find it difficult to access local amenities (shops, GPs, PO etc.) and relevant activities.

Access around the scheme is difficult for some less mobile residents. There is no scooter store and the site is sloping. Access to communal facilities for lower section residents is via an external path or a stairlift in the main corridor.

The overall quality of accommodation at Burdett House is poor – although homes have benefitted from improvements the bedsits are small and relatively unpopular. Although there is little 'competing' provision the area is well-served by alternative Council accommodation. These factors contribute to very long void times and high level of refusals.

The number and cost of repairs raised each year appear satisfactory. The communal lounge, although well used has an unwelcoming 'institutional' feel.



***Categorisation for Action: Red/Amber  
Preferred Option: Redevelop/Dispose***

### **Cambridge House, Dursley GL11 4AZ**

**Cambridge House** is in Dursley in a residential area close to the town centre. It consists of 20 homes - 18 one-bed bungalows, 4 of which can accommodate two people and 2 bedsits. The former wardens' flat has been converted to create two first floor flats. It was built in 1962 with bungalows arranged as a long terrace accessed off a rear open walkway.

The scheme is not popular and 'lettability' is difficult despite being set in an attractive site that is well-maintained and well located for easy access to local amenities. The décor, fixtures and fittings in the communal lounge and kitchen are dated.

There is a high number of long-standing residents with a third over 80 and with 15 per cent over 90. Despite this, the turnover of tenancies and the number of refusals are high. The most common reasons given for refusals are that the property or area is unsuitable or the home is too small.

The overall design and construction falls well below modern standards. Homes are often small, badly arranged with poor natural lighting and insulation. The number of repairs appears satisfactory but repair costs are relatively high which may reflect the age and construction of the scheme.



**Categorisation for Action: Red**  
**Preferred Option: Redevelop/Dispose**

### Dryleaze Court, Wotton-under-Edge GL12 7BA

**Dryleaze Court** was built in 1969 in an attractive residential area close to the town centre and local amenities. There are 63 homes in total. 21 one-bed bungalows, (18 big enough for two people), 21 one-bed flats, 3 two-bed flats and 18 small bedsits.

Dryleaze Court benefits from close proximity to a range of local shops and other amenities. However, access to and from the town is difficult for some residents due to a very steep hill. Despite this, there is no scooter store and limited car parking. This is particularly important as over a third of existing residents are over 80.

Dryleaze Court's biggest weakness is the poor quality of accommodation. There is a high concentration of bedsits which are small and difficult to let. The scheme itself is relatively unattractive with some evidence of under investment in maintenance and decorative repair.

The number of repairs carried out and spend on repairs and voids are in line with the expected benchmark but arguably lower than the scheme needs. Some homes do not currently meet the Decent Homes Standard and some first floor flats are not served by a lift. Consequently, Dryleaze Court has 18 long-term voids with an average void time of over 850 days.



***Categorisation for Action: Red  
Preferred Option: Redevelop/Dispose***

### **Glebelands, Cam, Dursley, Gloucestershire, GL11 5NE**

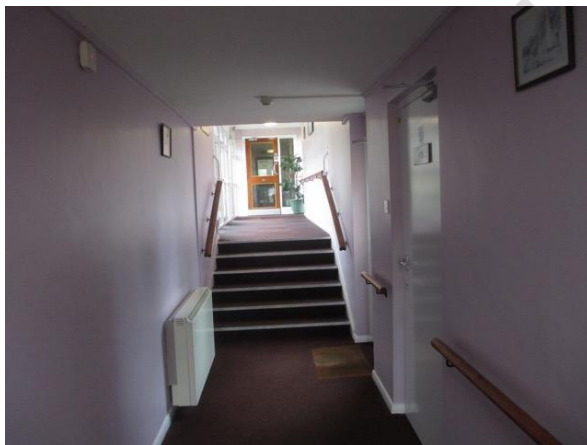
**Glebelands** was built in 1969 and comprises 40 homes of which 23 are bedsits. There are 12 one-bed flats mostly big enough for two people, four two-bedroom flats and 1 one-bed bungalow which can accommodate two people.

The scheme is in a good location, close to the town centre which has lots of amenities including a nearby medical centre. The location does mean that car parking at times can be difficult. A range of communal facilities are provided although they need updating to make them more appealing.

The scheme's sloping topography and layout with connecting corridors and steps can make access difficult for some residents (over a quarter are over 80). There is no lift access to the first floor or a suitably sited scooter store.

These issues contribute to a high number of refusals, long-term voids and some very long void times. Turnover in the scheme is also very high which is likely to be a reflection of the large number of small bedsits.

The number of repairs carried out is in line with the expected benchmark and the data suggests repairs spend is very low. The reliability of this data should be reviewed as we do not believe that all homes currently meet the minimum Decent Homes Standard.



***Categorisation for Action: Red  
Preferred Option: Redevelop/Dispose***

### **Ringfield Close, Nailsworth GL6 0HY**

**Ringfield, Close** (including Tanners Piece and Upper Park Road) was built in 1963 in a largely residential area. The split site comprises 26 homes made up of 16 flats, 4 of which have two bedrooms and 10 bungalows, 2 of which have two bedrooms.

All the homes are pebble-dashed Reema 'Hollow-land' – a "non-traditional" construction form built to address the acute housing shortage in the post-war era.

The properties are 'as built' with patch repairs and some remedial work carried out to sustain their ongoing use.

Inevitably, these homes experience a very high level of repairs and spend. This presents a number of risks to the Council and will continue to do so without significant investment to protect the structure and fabric of homes.

The properties are spacious and in a popular location. The large communal lounge is regularly used. However, turnover of tenancies is high. Car parking is insufficient for resident's needs, there is no lift access to first floor flats and the scooter store does not meet modern standards.



**Categorisation for Action: Red**  
**Preferred Option: Redevelop/Dispose**

### **Willow Road, Stonehouse GL10 2DS**

**Willow Road** comprises 1 one-bed (2-person) flat and 23 one bed bungalows, some small studio-style and 10 that can accommodate two people. It was built in 1965 and has a diverse resident population with over a quarter of residents over 80 and a quarter under 60.

The scheme has an unusual arrangement – sitting as an 'island' at the centre of a relatively unpopular housing estate surrounded by roads on all sides.

The location means that some residents may feel concerned about safety and security. In addition, access to local shops and amenities is difficult for some residents (about 10- 15 minutes' walk to nearest bus stop, GP and Post Office).

The bungalows themselves form a linked triangular shape with the communal facilities including a relatively small lounge easily accessed at the centre.

Homes often have narrow doorways with raised entrance thresholds. Some of the homes suffer from disrepair and need investment in external elements such as fascias, soffits and windows.

Tenancy turnover is high and the smaller bungalows can be hard to let.



***Categorisation for Action: Red  
Preferred Option: Redevelop/Dispose***

## 8. Recommendations

8.1 To assist the Council we would make the following interim recommendations subject to further discussion and scoping with the Council.

- Consider the draft report and the findings
- Begin process to conduct the design feasibility work
- Work with residents to set the 'Stroud standard' for sheltered housing and improvement and remodelling plans
- Work with partners to improve local knowledge on 'demand'
- Improve financial performance and make best use of assets by:
  - understanding stock condition, unit costs and lifecycles
  - Address long-term voids and reduce 'avoidable' turnover
- Further improve service quality and efficiency by:
  - Fully understanding service charges
  - Explore opportunities around hub activities
- Develop a clear communication plan

**Appendix B**  
Vision & Strategy Group  
'Terms of Reference'



# Older Person's Strategy – Vision & Strategy Group

## Terms of Reference

### 1. Members:

Kimberley Read, Sheltered Housing Project Manager  
Chris Horwood, Project Officer  
Lynne Mansell, Principal Sheltered Housing Officer  
Emma Keating-Clark, Health & Wellbeing Development Co-ordinator  
Lucy Clothier, Principal Accountant  
Tim Power, Head of Business Service Planning  
Pippa Stroud, Policy Implementation Manager  
Laura Stephen, Senior Housing Strategy Officer  
Philip Bishop, Housing Advice Manager

### 2. Purpose of Group:

To collectively share and explore ideas and knowledge, leading to the development of a strategy to address the future increased demand in older person's housing. The strategy also needs to review existing service provision and consider how this might evolve to meet the changing expectations and needs of our ageing population.

### 3. Objectives of Group:

- To identify 'the problems' which SDC are likely to face over the next 10-20 years specifically in relation to the increasing demographic of an ageing population (this relates to the outcomes and findings of the Ark Report June 2015).
- To generate a healthy discussion to develop a draft vision, mission & objectives - suggesting creative solutions to 'the problems'. The key discussion points will then be developed into one overall draft for further review and debate at the Sheltered Modernisation Steering Group.
- Review and understand the programme for developing the strategy and the implementation phase.
- Start to develop a communication plan for the strategy.
- Agree some key action points between the group to move the draft strategy forward.

# **Appendix C**

## Task & Finish Group

'Terms of Reference'

# Older Person's Strategy – Task & Finish Group

## Terms of Reference

### 1. Members & Officers:

Cllr Jenny Miles, Labour Party (Chair)  
Cllr Chas Townley, Labour Party  
Cllr Norman Kay, Green Party  
Cllr Julie Job, Conservative Party  
Cllr Phil McAsey, Conservative Party  
Ian Allan, Tenant Representative (optional)  
Sadie Tazewell, Tenant Representative (optional)

Kimberley Read, Sheltered Housing Project Manager  
Chris Horwood, Project Officer  
Petula Davis, Principal Projects Officer  
Lynne Mansell, Principal Sheltered Housing Officer  
Lucy Clothier, Principal Accountant  
Chris Eadie, Tenant Liaison Officer (additional resource if required)

### 2. Scope of Group:

**“To explore the expectations of the ‘next generation’ in relation to SDC’s older people’s housing.”**

The outcomes should enable SDC to develop an Older Person’s Housing offer for its’ current and future stock. The housing offer should be fit for purpose now and for future tenants and should enable flexibility within the stock to adapt to future demands.

The remit of the group does not extend to looking at new build sites, or sites for extra care. It is solely focussed on SDC’s housing stock and does not cover private sector housing.

### 3. Sources of Information:

There are a variety of methods of gathering information, for example:

- Telephone survey (500 respondents) company would be procured and demographics considered when selecting numbers (phone survey company would analyse the feedback).
- Online survey – based on our website and linked to Facebook and other social media outlets (SDC would need to analyse feedback).

- Refer to feedback and analysis from the Gloucestershire County Council survey undertaken this year around 'Housing with Care'.
- Arrange site visits around some of the Sheltered Housing schemes. Invite SDC staff from other service areas and possibly tenants for feedback.

4. Deadline:

The group should work towards the following deadlines:

- To provide a verbal update at December Housing Committee.
- Provide a written report at February Housing Committee - the report will need to be ready for legal & financial imps by 15<sup>th</sup> January 2019 with the final report sent to Democratic Services by 22<sup>nd</sup> January 2019.

5. Visits:

It is recommended that the Task & Finish Group consider visiting a number of SDC's Sheltered Housing schemes to understand what the current housing offer for older people looks like. It is also recommended that the group visit Sherborne House, Stonehouse which has been modernised recently as a pilot project. This will help the group to understand what can be achieved. Schemes to visit should be agreed at the first meeting.

**Appendix D**  
Future Focus Research  
'Older People's Accommodation Research'

**Old People's Accommodation Research 2018**

**Report**

**January 2019**

**Prepared For: Stroud District Council**

**Prepared By: Future Focus Research**  
[www.futurefocusresearch.co.uk](http://www.futurefocusresearch.co.uk)

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## 1. Approach to research

### 1.1 Research objectives

Stroud District Council commissioned Future Focus Research to seek the views of residents and tenants in the Stroud district, to find out what they would like from their accommodation to ensure that it is fit for purpose now and for the future.

### 1.2 Methodology

The research consisted of 500 ten minute telephone interviews with local residents. All interviews were conducted with a representative sample of residents aged 18 and over who live in the Stroud District Council area. The sample was based on the quota controls below, which reflect the demographic makeup of the Stroud District Council area. In addition, to ensure the views were obtained from individuals from all areas of the district, we targeted a proportionate number of interviews in each of the local areas, as follows:

- Gloucester Border Areas
- Stroud Central
- Stroud Border Areas, including Nailsworth
- Stonehouse
- Dursley
- Wotton-Under-Edge
- Berkeley

These areas are grouped together based on the Royal Mail post towns – see [Appendix A](#) for details of the postcodes. In addition to area, quotas were also set on age and gender as shown in table 1.1 below.

Table 1.1: Age and Gender quotas

Gender	
Male	49%
Female	51%
Age	
18 - 34	21%
35 – 54	37%
55 – 74	31%
75+	11%
<b>Total</b>	<b>100%</b>

The questionnaire was designed in conjunction with the Council to ensure the research was able to deliver the intended objectives. Interviews were conducted by a team of trained interviewers.

A sample size of 500 gives a margin of error of +/-4.4% at the 95% confidence interval. Therefore, if 50% of respondents give an answer to a question, we can be sure that the true value lies somewhere between 45.6% and 54.4%.

Please note where charts do not add up to 100 this is due to one of two reasons:



- The question was a multiple choice and respondents may have been given more than one answer
- Percentages have been rounded to the nearest whole percentage and therefore the total presented in the chart may sum to slightly more or less than 100%.

### 1.3 Who did we interview?

The profile of the 500 interviews is shown in table 1.2 below.

Table 1.2

Area	%	No. of respondents
Gloucester Border Areas	11%	54
Stroud Central	28%	139
Stroud Border Areas	22%	109
Stonehouse	12%	60
Dursley	16%	80
Wotton-under-Edge	7%	33
Berkeley	5%	25
<b>Gender</b>		
Male	49%	245
Female	51%	255
<b>Age</b>		
18 – 34	21%	105
35 – 54	37%	184
55 – 74	31%	153
75+	11%	55
Prefer not to say	1%	3
<b>Disability</b>		
Yes	16%	79
No	83%	416
Prefer not to say	1%	5
<b>Working status</b>		
Employed in Stroud district	45%	226
Employed outside Stroud district	12%	61
Unemployed and actively looking for paid employment	1%	3
Unemployed but not looking for paid employment	1%	4
Retired	28%	142
At school/college/university	11%	56
Other (e.g. house person, carer)	1%	4
Prefer not to say	1%	4
<b>Ethnicity</b>		
White or White British	90%	449
Other	9%	47
Prefer not to say	1%	4
<b>Total</b>	<b>100</b>	<b>500</b>

Where there are differences between any of the demographics, these have been highlighted in the report.

## 2. Summary

This section provides an overview of the findings of this survey:

### **Context**

- 61% definitely plan to retire in the Stroud DC area. Although those who are uncertain about their plans, not surprisingly, increases as age decreases
- Encouragingly the vast majority of those over the age of 55 know what their accommodation plans are for when they retire.
- The majority of residents have access to friends/family and/or social groups in Stroud DC

### **Perception of the Term ‘Sheltered Housing’**

- Two thirds associated the term sheltered housing with older person’s accommodation where 24 hour care is provided

### **Preference for Rural Town or Market Parish**

- Over a half don’t currently have a preference for rural areas or a market town
- Of the remainder 30% preferred a market town and 12% preferred a rural parish

### **Accommodation Needs**

- All elements within the home were considered to be important by at least three quarters of residents
- Most important was a walk-in shower room and an intelligent alarm system
- When asked about communal facilities, the most important was parking and communal gardens
- Most respondents were not willing to pay extra for any facilities

### **Access to Services**

- Access to care and support services, shops, healthcare and transport were all considered to be important by the vast majority
- Access to leisure facilities was of lesser importance
- Opinion was divided on whether they would be prepared to travel to access facilities, but older residents were less likely

### **The Community**

- Security (both within the building and the groups) was important to most as was living amongst people their own age
- *Mixed communities* were of much lower important

### **Communal Lounges**

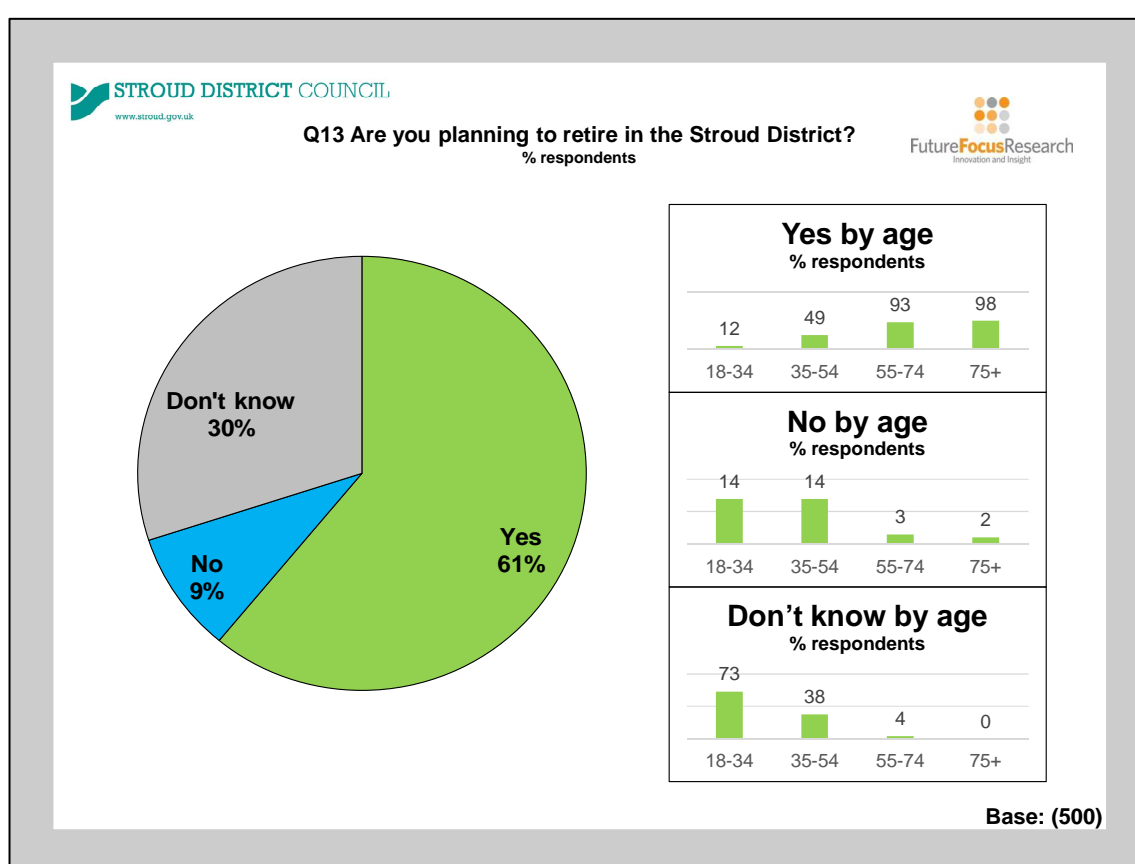
- Health clinics were the most popular choice for use of communal areas
- Just a third were in favour of letting communal areas to outside groups

### 3. Survey Findings

#### 3.1 Context

The following questions regarding retirement plans were asked at the end of the survey to ensure that they did not influence the respondent's decision to take part in the survey or their response to any subsequent questions. However, we feel the findings from these questions are best presented upfront, as they provide a context to the results.

Respondents were asked whether they plan to retire within the Stroud District Council area. Overall, 61% said that they were, 9% said that they weren't, and 30% did not know. See figure 3.1.



**Figure 3.1**

Perhaps not surprisingly, the percentage planning to retire within the Stroud area rises with age, from 12% of those aged 18-34, 49% of 35-54s, 93% of 55 – 74s and to 98% of those aged 75+. Almost three quarters of 18-34 year olds (73%) did not know what their plans for retirement are.

When asked about their housing plans for when they get older, 40% did not know what their plans were (rising to 50% of those aged 35 – 54 and to 93% of those aged 18-34).

One in 20 respondents (5%) currently live in specialist housing for older people, rising to 24% (1 in 4) of those aged 75+. The same percentage (5%) told us that they were planning to move to specialist housing, rising to 9% amongst those aged 55 -74. See figure 3.2.

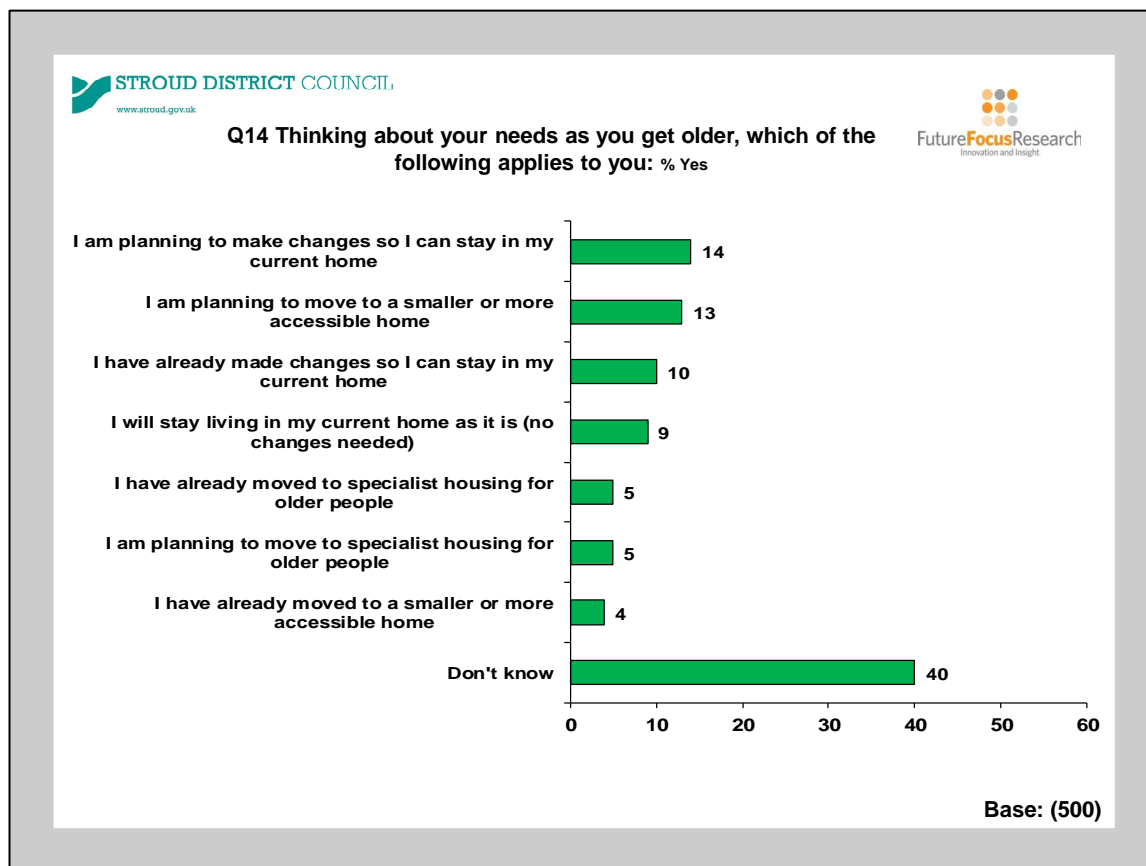
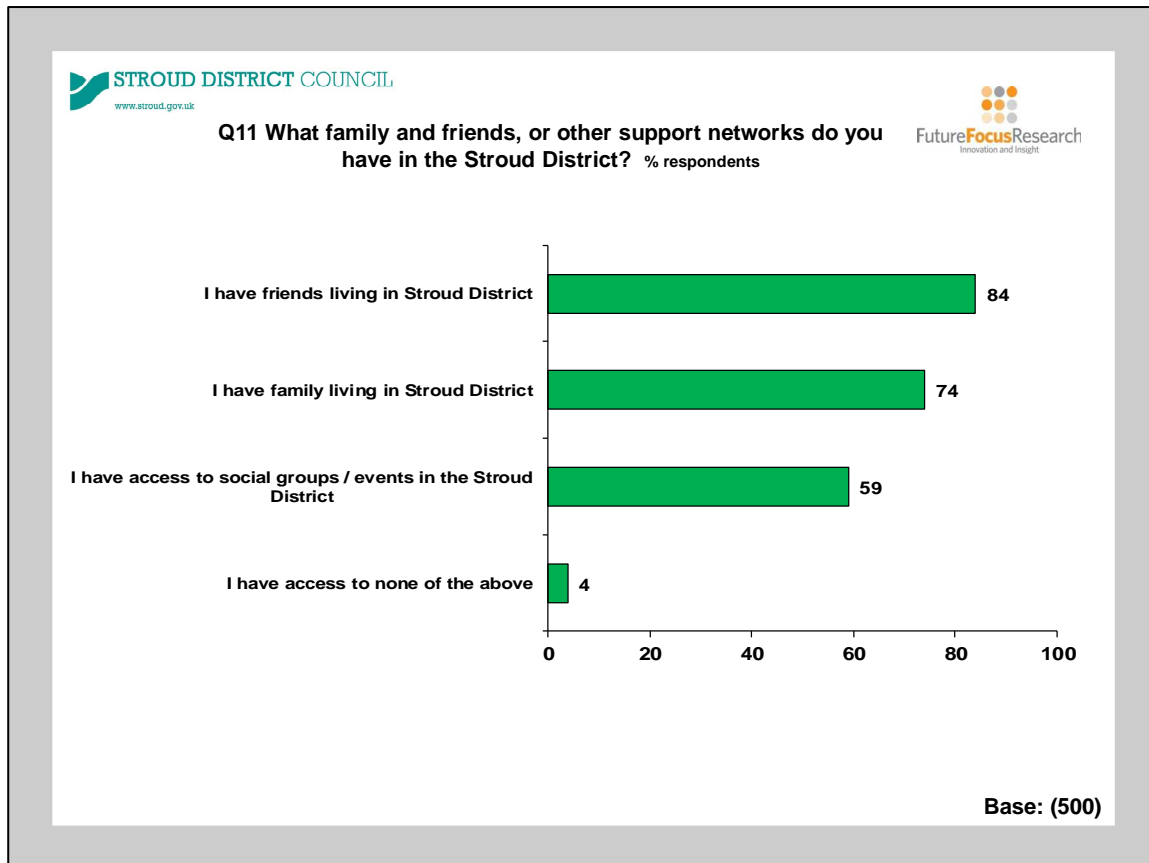


Figure 3.2

The vast majority of respondents (96%) said that they had either friends, family or access to social groups in the Stroud area, see figure 3.3.

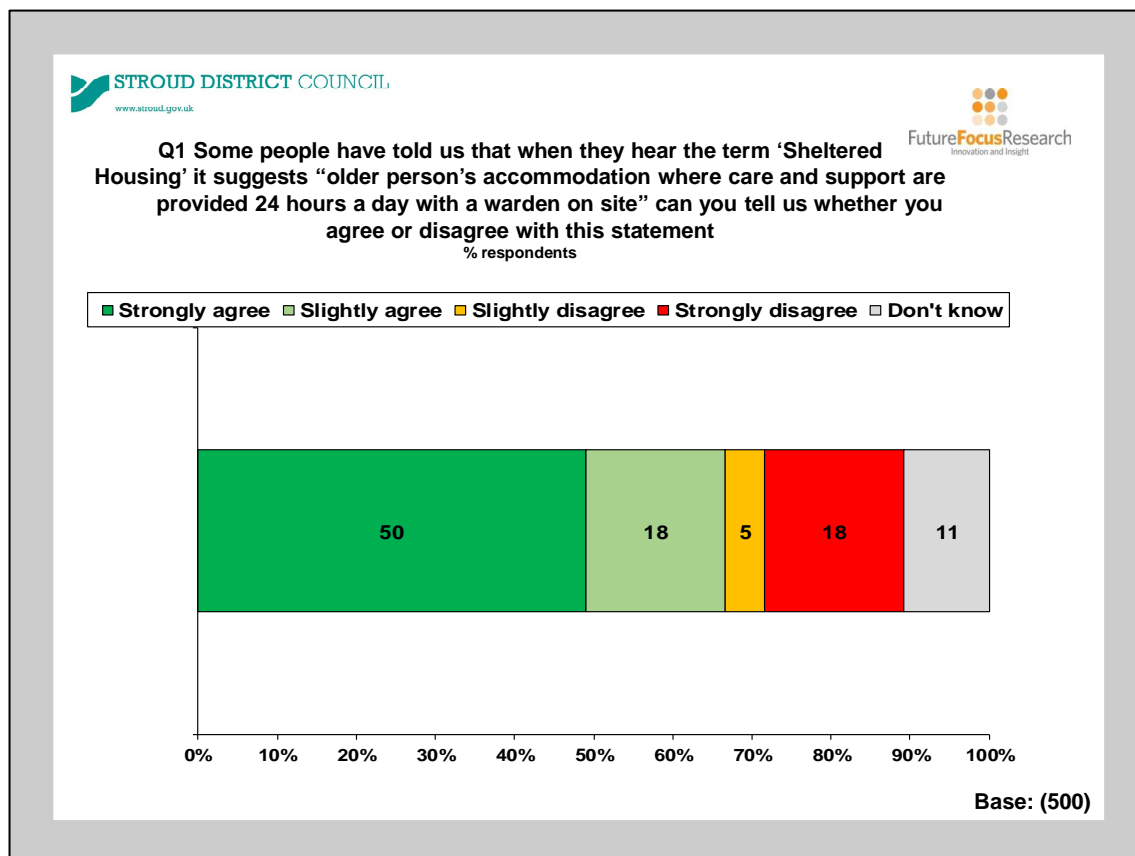
**Figure 3.3**



### 3.2 Perceptions of the Term ‘Sheltered Housing’

Over two thirds of respondents (68%) agreed, either strongly or slightly, that the term ‘sheltered housing’ suggests older person’s accommodation where care and support are provided 24 hours a day. See figure 3.4.

Men were slightly more likely than women to agree (73% compared to 64%), as were those aged 35 – 54 (79%) and 18 – 34 (76%).

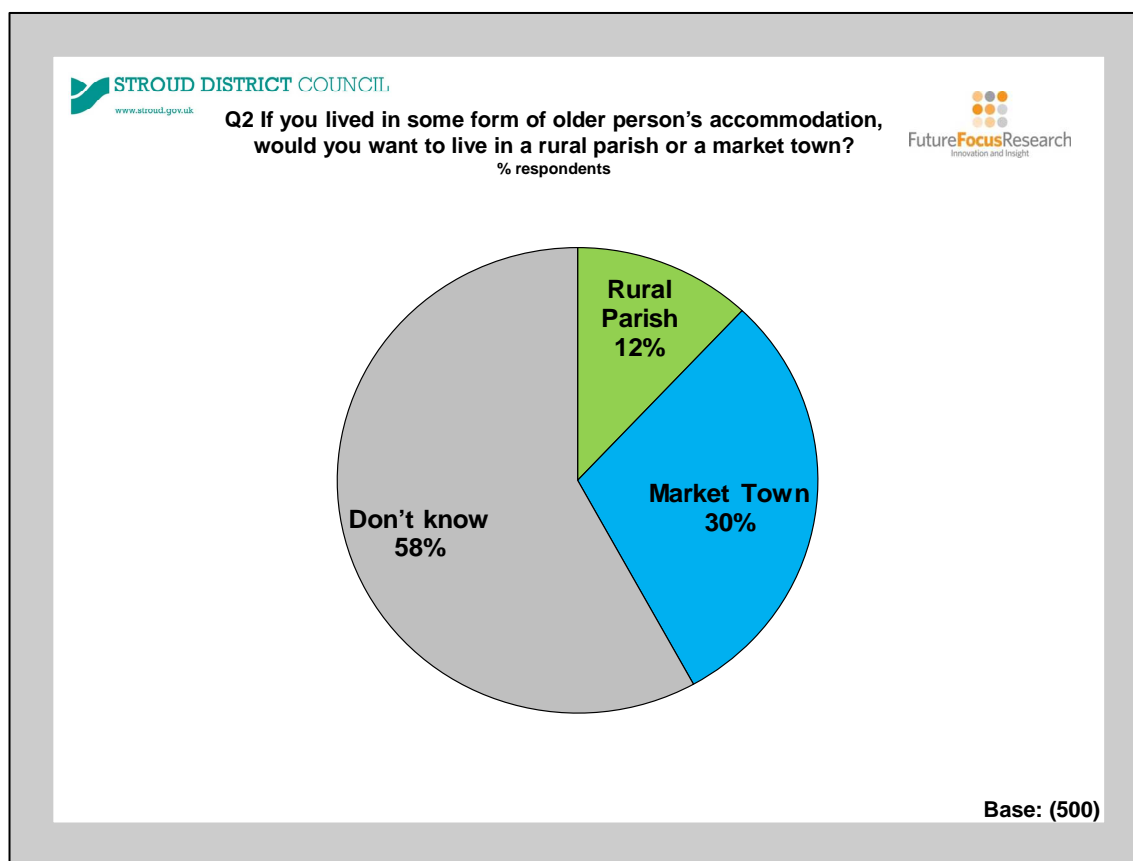


**Figure 3.4**

### 3.3 Preference for Market Town/Rural Location

Respondents were then asked whether they would choose a market town or a rural parish if they were to live in some form of older person’s accommodation in the future. Almost 6 in 10 (58%) did not know where they would choose, this rose to 81% amongst 18 – 34 year olds. Of the remainder, 30% would choose a market town and 12% would choose a rural parish. See figure 3.5.

**Figure 3.5**



When asked the reason for their preference, the main reason given for choosing a market town was that *it's close to shops/healthcare/amenities* (72%) and the main reason given for choosing a rural parish was that they had *always lived there* (34%), see table 3.1.

**Table 3.1**

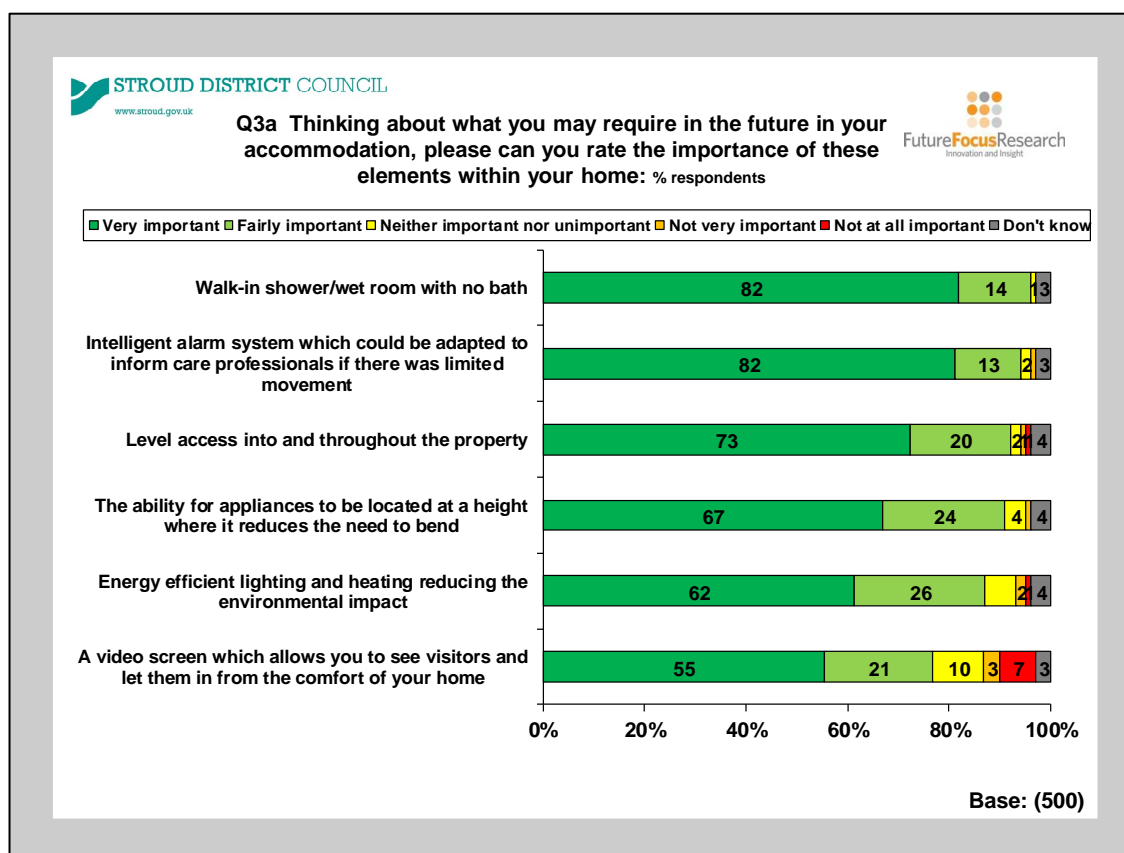
Reasons - Market Town (Base: 151)		
Close to shops/health/amenities	72%	109
Always lived there	10%	15
Busy/less isolated	7%	11
Safer	3%	4
Near/friends family	1%	2
Quieter	1%	2
Don't know	5%	8

Reasons - Rural (Base:61)		
Always lived there	34%	21
Safer	11%	7
Like the countryside	23%	14
Quieter/Relaxing	18%	11
Prefer way of life	8%	5
Near friends/family	3%	2
Don't know	2%	1

### 3.4 Accommodation Needs

Respondents were asked to rate the importance of a list of different elements within their home. Most important was a *walk-in shower room with no bath* (96% very or fairly important), see figure 3.6. This was followed by:

- *An intelligent alarm system* (95%)
- *Level access into and throughout the property* (93%)
- *The ability for appliances to be located at a height where it reduces the need to bend* (91%)
- *Energy efficient lighting and heating reducing the environmental impact* (88%)
- *A video screen which allows you to see visitors and let them in from the comfort of your home* (76%)



**See Figure 3.6**

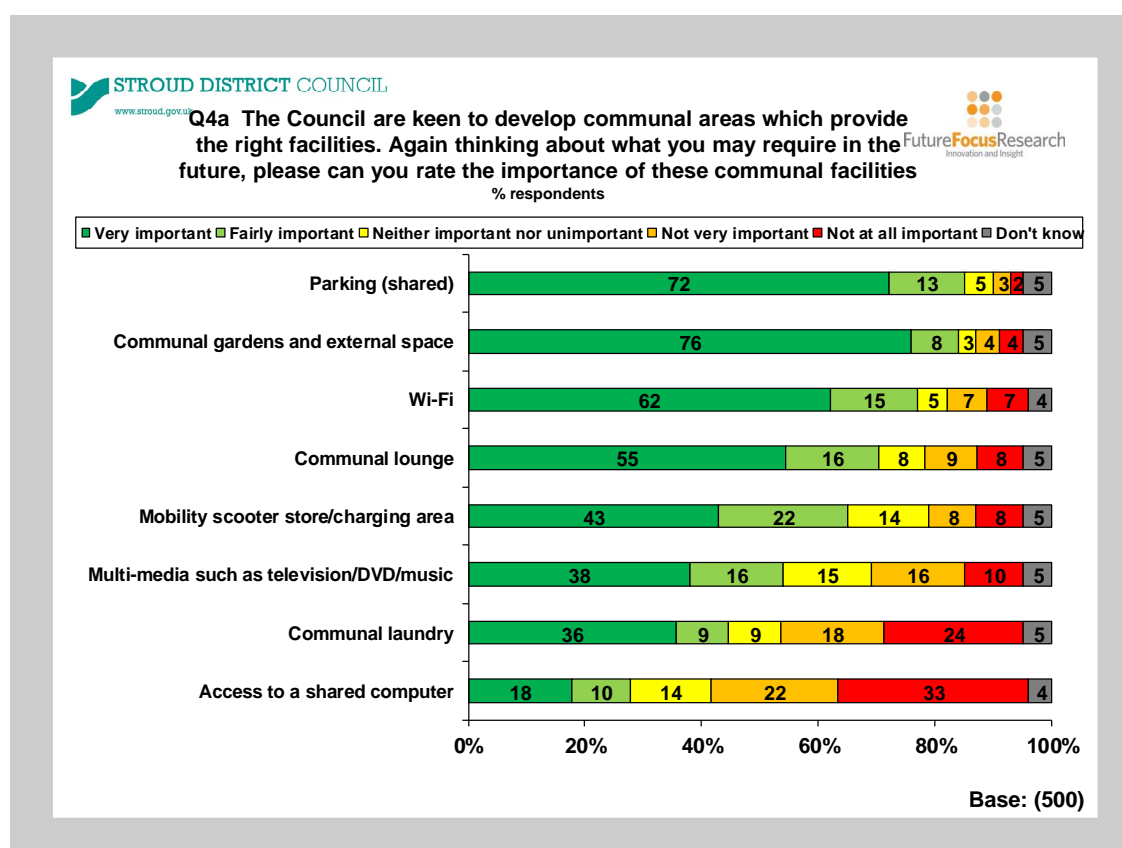
Those aged 18-34 were more likely to not know how important each of these elements would be than the other age groups (at least 10%).

Whilst men and women rated most elements equally as important, a *video screen* was more important to women than men (81% compared to 72%).



Respondents were then asked to rate the importance of a list of communal facilities. Most important was *parking* (85% very or fairly important) and *communal gardens and external space* (84%), see figure 3.7. These were followed by:

- *Wi-Fi* (77%)
- *Communal Lounge* (71%)
- *Mobility scooter store/charging area* (65%)
- *Multi-media such as television/DVD/music* (54%)
- *Communal laundry* (45%)
- *Access to a shared computer* (28%)



See Figure 3.7

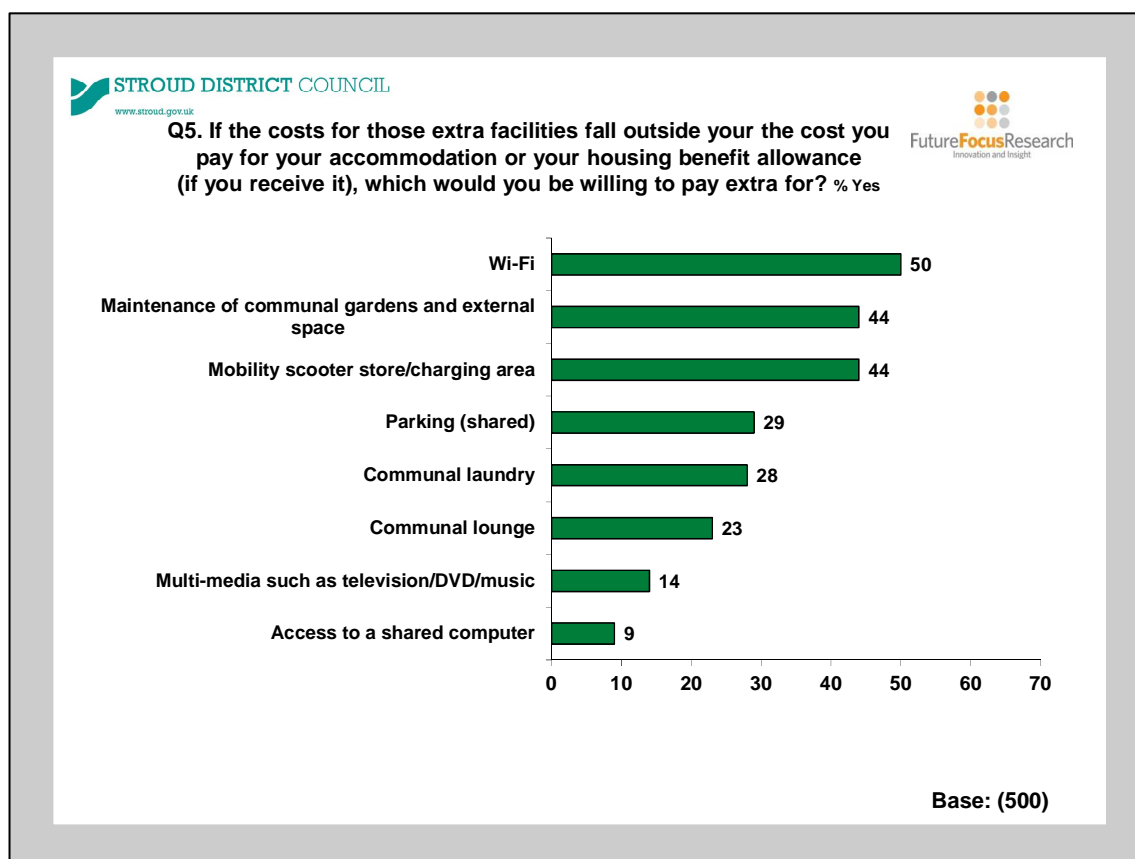
Those aged 18-34 were more likely to not know how important each of these elements would be than the other age groups (at least 15%). The only other notable age difference was that those over 75 were least likely to consider *Wi-Fi* as important (56%).

With the exception of *Wi-Fi* and *parking*, women were more likely to rate all other facilities as more important than men.

### 3.5 Paying for Additional Facilities

Respondents were then asked whether they would be willing to pay extra for any facilities. At least a half were not willing to pay extra for any of the facilities, see figure 3.8.

A half (50%) were willing to pay extra for *Wi-Fi* and 44% were willing to pay extra for *maintenance of communal gardens and external space* and a *mobility scooter store/charging area*.



**Figure 3.8**

Those aged 18-34 were most likely to not know if they would be willing to pay extra for facilities (at least 10%).

In general, women were more likely than men to say that they would pay extra for things (with the exception of *Wi-Fi*).

### 3.6 Access to Services

Respondents were asked to rate the importance of access to different services in terms of the location of the accommodation. Most important was *access to care and support services* (98% very or fairly important), *shops* (97%) and *local healthcare facilities* (97%). Access to *public transport links* was important to 91% of respondents. Of least importance was access to *local leisure facilities* (56%), however, this was more important to those aged 18-34 (69%) and to women (64%).

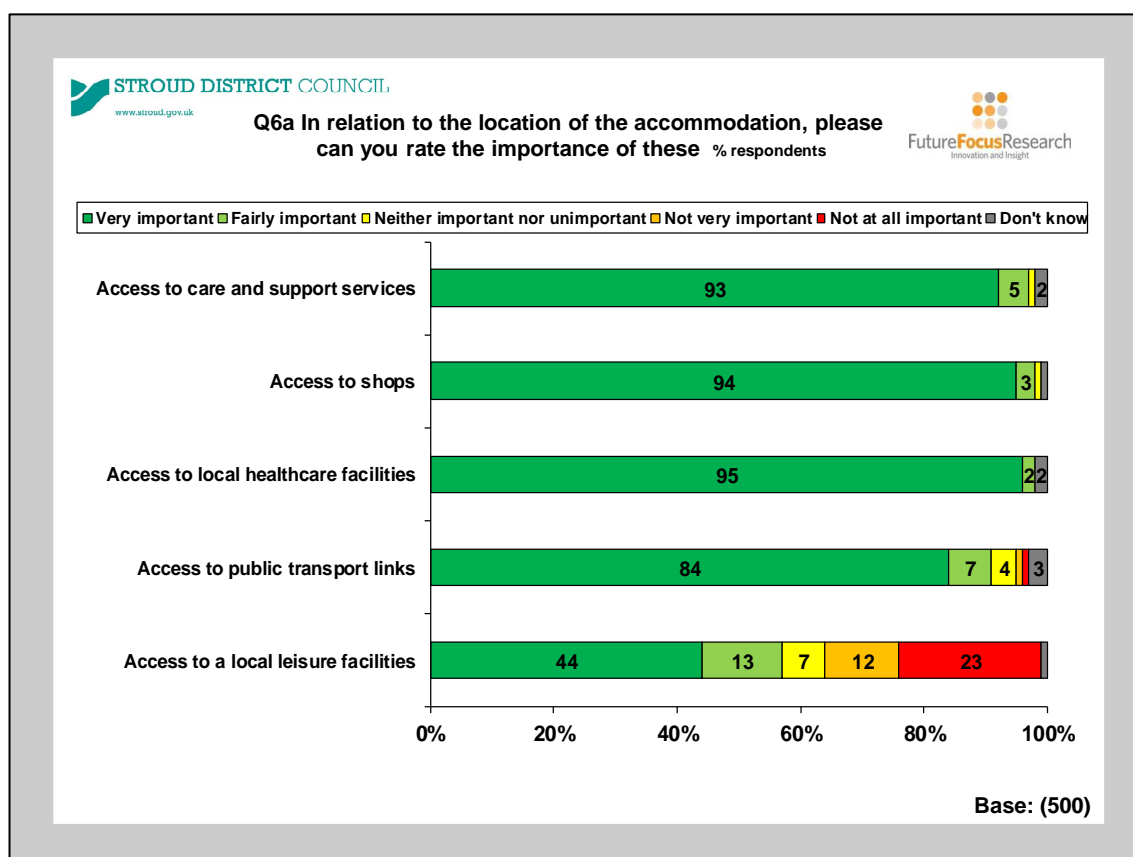
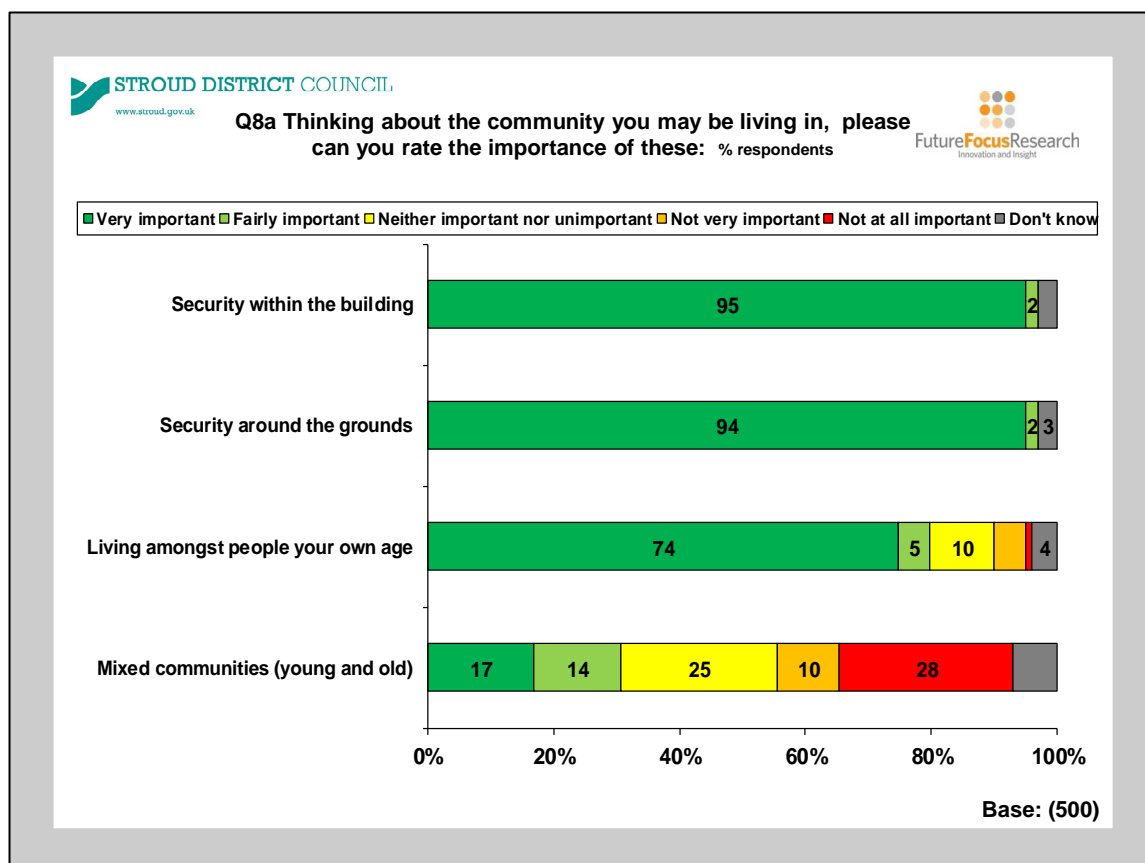


Figure 3.9

Just under a half (46%) said that they were prepared to travel to access these facilities, and a similar percentage (48%) said that they would not (6% did not know). Those over 75 were least likely to say they would travel to access facilities with 64% saying that they wouldn't.

### 3.7 The Community

Respondents were asked to rate the importance of different elements within the community that they may be living in. Most important was *security both within the building* (95% very or fairly important) and *around the grounds* (94%). *Living amongst people your own age* was important to 79% of respondents. *Mixed communities* were of much lower importance (31%).

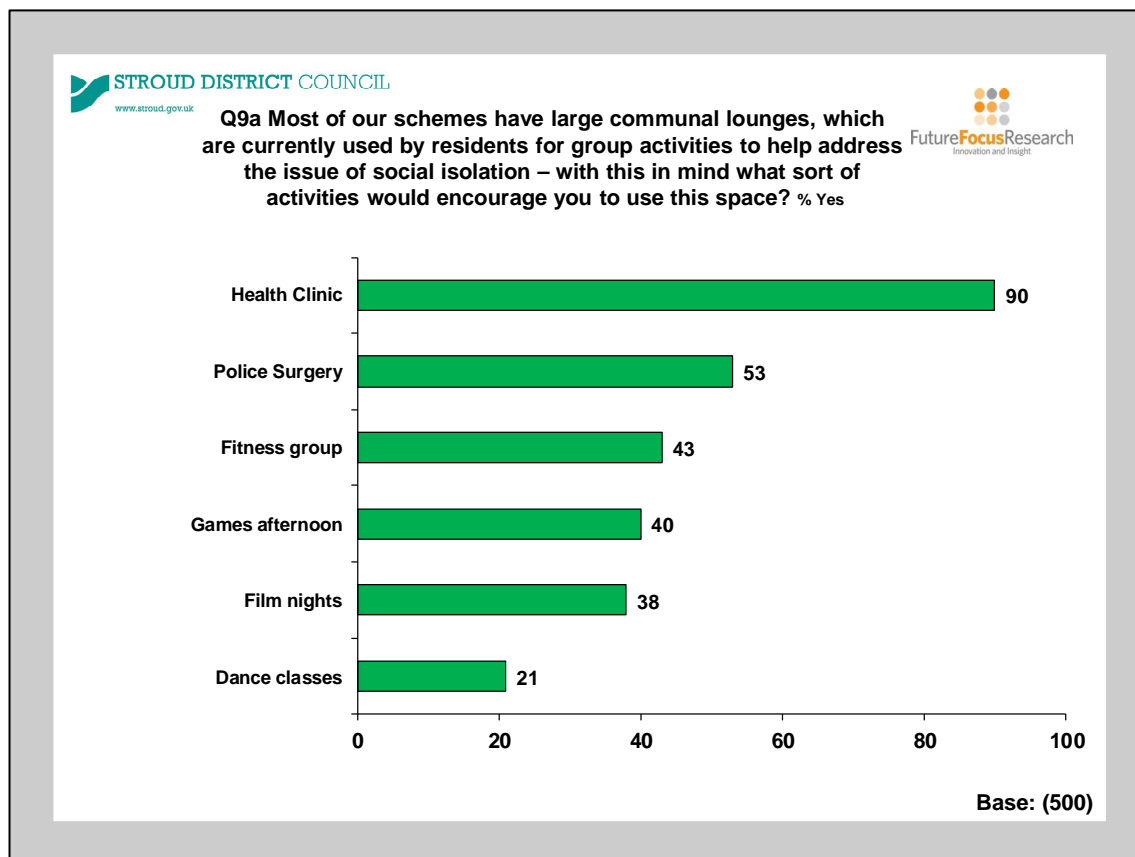


**Figure 3.10**

As previously, those aged 18-34 were most likely to not know how important each of these elements would be (at least 11%).

### 3.8 Communal Lounges

Respondents were asked what sort of activities would encourage them to use the communal lounges. *Health clinics* were the most popular option with 90% saying that they would use these. This was followed by *police surgery* (53%), *fitness group* (43%), *games afternoon* (40%), *films nights* (38%) and lastly *dance classes* (21%). See figure 3.11



**Figure 3.11**

When asked, just 37% think it would be a good idea to let the communal space to outside groups, whilst 47% did not think it was a good idea and 16% did not know.

## Appendix A Local area postcodes

Ref	Area Name	Postcodes
1.	Gloucester Border areas	GL2.2, 2.3, 2.4, 2.7, 3.4, 4.0, 4.8
2.	Stroud Central	GL5.1, to GL5.5
3.	Stroud Border Areas	GL6.0 to GL6.9
4.	Stonehouse	GL10.2, 10.3
5.	Dursley	GL11.4 to GL11.6
6.	Wotton-Under-Edge	GL12.7, 12.8
7.	Berkeley	GL13.9

# **Appendix E**

## Action Plan

'Older People's Housing Strategy (HRA)'

## Action Plan – Older People’s Housing Strategy (HRA)

This action plan details how the Strategy will be delivered to achieve SDC’s six strategic objectives (UNIQUE) and in turn realise the Council’s vision.

### 1. Understand what current and future tenants want from their homes as they age and how this can be achieved.

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
<p>1.1 Undertake further analysis and exploration of the results from the Older People’s Accommodation Research to deepen SDC’s understanding of the outcomes. Some areas to explore could include:</p> <ul style="list-style-type: none"> <li>• Why residents were not supportive of community groups using the communal lounges.</li> <li>• Why residents did not favour living in mixed communities.</li> <li>• Why residents were unwilling to pay for additional services.</li> </ul>	Undertake focussed user groups with existing or prospective future tenants to obtain information which can further shape the strategic objectives.	<p>Principal Sheltered Housing Officer (LM)</p> <p>Tenant Liaison Officer (CE)</p> <p>Business Support Officer (NP)</p>	September 2019		Clear understanding and consultative approach to gathering intelligence to shape the service we deliver.	
1.2 Commission the Older People’s Accommodation Research to be undertaken again within 5 years. This will ensure the Council are aware of any changing trends enabling future reviews of this Strategy to reflect current and future demand.	Procure a research company to undertake the same survey of a further 500 Stroud district residents within 5 years. This feedback can be used during the review of the Strategy.	Projects Officer (CW)	November 2022	First survey undertaken in November 2018.	Data analysis and identification of any trends.	
1.3 Undertake market research to identify any additional tenure options specifically for older people, which may address a future gap in the range on offer from SDC.	Approach other Local Authorities and RP’s to find out what other tenures they offer.	Projects Officer (CW)	October 2020		Data analysis and potential options for delivering the service in a more effective manner.	
1.4 Carry out a thorough analysis of costs prior to any changes to service provision, and establish the financial viability of these options to tenants and the Council.	The costs of the different ranges of accommodation need to be considered, with regards to affordability to the end user and also the Council. This needs to take place in conjunction with the service charge project, so that tenants are clear about any possible changes to service charges. Where there are any possible increases to service charges, the Council will need to consider whether it can afford to subsidise some of these services and think creatively about how these service charges could be reduced.	<p>Tenancy Operations Manager (PA)</p> <p>Principal Accountant (LC)</p>	April 2020	Undertake further investigations in relation to service charges.	Transparent approach to true rent and service chargeable items informing choice and cost.	
1.5 Explore all options for funding any additional services.	Consider partnership working with other providers who already operate hub and spoke models, grants from external agencies and funding from external users.	<p>Principal Sheltered Housing Officer (LM)</p> <p>Projects Officer (CW)</p>	September 2020		Data analysis and potential options for delivering the service in a more effective manner.	



## 2. New homes should be designed to be dynamic allowing flexibility and adaptability for the future.

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
2.1 New homes should be built to be accessible.	Where possible – new homes should be built to building regulations Part M4 (2), Part M4 (3) or Lifetime Homes Standard.	Project Manager (KR)	Ongoing		New homes should allow ease of access to tenants where possible to enable them to live independently.	
2.2 The Standard Employer's Requirements (SER's) should be reviewed to identify any areas where the specification for new homes can be improved to enable tenants to live independently for longer.	The review should consider what changes could be made such as: <ul style="list-style-type: none"> <li>• Adaptable kitchen space</li> <li>• Wet rooms</li> <li>• Easily accessible power points</li> <li>• Level access</li> <li>• Wider doors</li> <li>• Improved energy efficiency</li> </ul>	Project Manager (KR)  Programme Delivery Manager (FG)	September 2019		Identify any changes which can be made to the specification for new homes which would allow tenants to live more independently as they age.	
2.3 Consider the mix and tenure of housing on sites which may suit older people's accommodation to continue increasing the amount of housing for this shifting demographic.	Consider sites which are close to health and support services, good transport links and local amenities. Review the 'older person's shared ownership' product and consider introducing this on any suitable sites.	New Homes and Regeneration Manager (LL)  Policy Implementation Manager (PS)  Head of Housing Services (KT)  Principal Sheltered Housing Officer (LM)	December 2019		Ensure the delivery of housing is fit for purpose and meets the needs of future tenants.  Introduce a competitive choice of housing options for older people.	
2.4 Review and assess the impact of any additional costs through changes to the SER's.	Consider whether these costs can be accommodated within the new build scheme costs and understand how this relates and impacts on future asset maintenance costs and affordability to the Council.	Project Manager (KR)  Principal Accountant (LC)	December 2019		Ensure that any changes made to SER's can be accommodated within the HRA.	

## 3. Increase desirability of our older person's accommodation to encourage downsizing.

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
3.1 Continue to invest in the Sheltered Modernisation Programme – improving the quality and desirability of schemes.	Funding the remainder of the green and amber scheme improvements which do not currently fall within the medium term financial plan.	Senior Management Team  Housing Committee  Principal Accountant (LC)	Ongoing		Agree the priorities for the HRA Medium Term Financial Plan.	

3.2 Re-brand and re-designate sheltered housing to 'Independent Living Hub', 'Independent Living +' and 'Independent Living'. Incorporating a robust communications plan of consultation in line with the service charge project.	Changes made to any references of Sheltered Housing – this should include: <ul style="list-style-type: none"> <li>• Leaflets and information sheets</li> <li>• SDC website and any other websites where this may be referenced</li> <li>• Signage at schemes</li> <li>• Notice boards at schemes</li> <li>• Job titles which reference sheltered housing</li> </ul>	Principal Sheltered Housing Officer (LM) Head of Housing Services (KT) Support Officer (TBC) Communications Officer (RL)	July 2020		Consultation with tenants to support changes as proposed to ensure there is a smooth transition with minimum disruption and anxiety to existing tenants.  Review, designate and implement the new model of Independent Living.	
3.3 Undertake a review of the current marketing and advertising material of the Council's older people's accommodation to see how this could be improved to increase awareness of the range on offer.	Understand what current marketing is being used, consider forming a working group of officers to review and amend, also consider with item 3.2.	Projects Officer (CW) Communications Officer (RL)			Ensure the marketing promotes the accommodation and service on offer and make it more attractive to prospective tenants.	
3.4 Promote and expand the support available for tenants who opt to downsize into smaller accommodation.	Review current promotion methods and identify how to extend the message. Also see item 3.2 and consider linking together.	Principal Neighbourhood Management Officer (ME) Senior Income Management Officer (PH) Communications Officer (RL)	September 2019		Ensure best use of stock and support those in larger properties to move into smaller homes releasing larger homes for families.	
3.5 Consider how activities will be arranged and advertised within the Hubs to ensure tenants have access to a range of health clinics and other activities.	Examine best practice from other Local Authorities and RP's to find out what has worked well. Consider whether this will be tenant led, or whether this is something which could be accommodated within existing roles in the service team.	Support Officer (TBC) Principal Sheltered Housing Officer (LM)	December 2019		Links to health and wellbeing strategy, also prevention of slips, trips and falls – leading to reduced A&E admissions and other preventative measures to assist independent living, including the recognition of loneliness and other mental health conditions.	
3.6 Undertake a review of the allocations process and existing age criteria for our older people's accommodation to ensure it is fit for purpose, enabling future tenants to live in accommodation which meets their needs.	Review the existing allocations process, and consider the current age restriction of 60+. Give consideration to more suitable allocations processes which may involve an assessment of need instead of age. Alternatively, a range of different ages for each Independent Living model which would allow greater flexibility of our assets ensuring they are being used in the most effective way.	Tenancy Operations Manager (PA) Policy Implementation Manager (PS) Housing Advice Manager (PB)	July 2020		Ensure the properties we are offering meet the need of tenants both current and future and remove restrictions to entry to be as flexible as possible.	

#### 4. Quality homes which provide a range of options which 'enable' tenants to live independently for longer.

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
4.1 Undertake a review of general needs bungalows which are located in close proximity to any schemes identified as 'Hubs'.	Consider whether any tenants in existing general needs bungalow accommodation would like to pay to access the activities in the 'Hub' schemes. Also consider whether to convert any general needs bungalows to independent living accommodation when they become void and affiliate them to a 'Hub' scheme – this would assist by providing additional older person's accommodation and by potentially reducing service charges to those living in a 'Hub'.	Principal Sheltered Housing Officer (LM)  Principal Neighbourhood Management Officer (ME)  Support Officer (TBC)	December 2020		Co-ordination, use and access to Hubs from general needs tenants.  Working towards a cohesive community – promoting a common vision and sense of belonging.	
4.2 Review the existing Asset Management Strategy to identify any areas which could be improved to 'enable' tenants to live independently in their property for longer.	This could include replacement of components to help prevent slips, trips and falls. It could also include any items which make appliances or power sockets more easily accessible.	Programme Delivery Manager (FG)			Identify any areas which could improve tenant's ability to live independently as they age.	
4.3 Review and assess the impact of any additional costs through changes to the Asset Management Strategy.	Consider whether these costs can be accommodated within the HRA 30 Year Business Plan and what other positive or negative cost impacts may be generated to other stakeholders by making these improvements.	Programme Delivery Manager (FG)  Head of Contract Services (JG)			Ensure the costs are achievable within the existing HRA provision.	

#### 5. Understand how affordable our homes and services are for our tenants and SDC.

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
5.1 Review existing rents and service charges as part of the service charge project, to understand the cost to tenants and how these may alter with the new model in place.	Service Charge Project.	Tenancy Operations Manager (PA)  Business Support Officer (NP)	Subject to Housing Committee Approval		To provide transparency of costs and a review of affordability to tenants and the Council.	
5.2 Consider conversion of any communal areas which are not utilised or where those communal areas are not suitable for conversion, or to offer genuinely desired facilities for both residents and older people in the vicinity.	Procure and engage an architect to assess the possibility for conversion.  The current and future use of these communal facilities will need to be considered against the provision of new accommodation.	Project Manager (CH)  Principal Sheltered Housing Officer (LM)	September 2020		Provide additional homes for older people at affordable costs.	
5.3 Consider how activities will be funded within the Hubs to ensure tenants have access to a range of health clinics and other activities which can be rolled out to outlying properties.	Explore any possible funding options from external providers. Consider how these activities could provide the opportunity to generate income to help support the future viability of these social activities.	Principal Sheltered Housing Officer (LM)  Projects Officer (CW)	December 2019		Support the delivery of activities and increase funding available for the provision of these within Hubs.	

**6. Engage with other agencies and community groups to improve partnership working; reducing social isolation and improving health and wellbeing.**

Action	How will this be achieved?	Resource	Deadline	Progress	Outcome(s)	Review
6.1 Work in partnership with Gloucestershire County Council to develop their Housing with Care Strategy.	Attend strategic meetings with GCC as necessary.	Senior Housing Strategy Officer (LS)  Members	Ongoing		To share SDC's vision for housing for older people with Gloucestershire County Council.	
6.2 Explore other partnership working with organisations such as the NHS, or those suggested within the Ark Report to improve the housing options for our tenants.	Review the Ark Report and GCC Housing with Care Strategy and identify any possible partnership opportunities.	Head of Housing Services (KT)  Principal Sheltered Housing Officer (LM)	December 2019		Cohesive communities enabling outreach surgeries in communal areas.	
6.3 Consider where practical applying dementia friendly improvements and practices across Independent Living schemes.	This will be achieved through the continuation of the sheltered modernisation programme improvements.	Project Manager (CH)	Ongoing		Improvements to the communal areas our Independent Living Schemes to assist the lives of tenants living with dementia.	

<b>Action Plan Owner:</b>	Kevin Topping, Head of Housing Services
<b>Review:</b>	Bi-Monthly with annual updates to Housing Committee

**HOUSING COMMITTEE**

**9 APRIL 2019**

**7**

<b>Report Title</b>	<b>DECANT POLICY</b>
<b>Purpose of Report</b>	To present the revised Decant Policy to Committee.
<b>Decisions</b>	The Committee <b>RESOLVES</b> to i.) adopt the revised Decant Policy ii.) grant delegated authority to the Head of Property Services in consultation with the Head of Housing Services and the Chair and Vice Chair of Housing Committee to amend the policy to reflect operational changes, updates in terminology or changes due to legislation.
<b>Consultation and Feedback</b>	Consultation has taken place with the Chair and Vice Chair of Housing.
<b>Financial Implications and Risk Assessment</b>	There are no direct financial implications arising from this report.  Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: <a href="mailto:lucy.clothier@stroud.gov.uk">lucy.clothier@stroud.gov.uk</a>
<b>Legal Implications</b>	There are no legal implications arising from this report and its recommendations. Tel: 01453 754369 Email: <a href="mailto:patrick.arran@stroud.gov.uk">patrick.arran@stroud.gov.uk</a>
<b>Report Author</b>	Leonie Lockwood, New Homes and Regeneration Manager Tel: 01453 754153 Email: <a href="mailto:leonie.lockwood@stroud.gov.uk">leonie.lockwood@stroud.gov.uk</a>
<b>Performance Management Follow Up</b>	An annual review will be carried out to update the policy and any fundamental changes will be brought back to Housing Committee.
<b>Background Papers/ Appendices</b>	Appendix 1 – Revised Decant Policy

**1.0. Introduction**

- 1.1 At the meeting held on 29 March 2016, members approved the amended Decant Policy. The amendments mainly focused on ensuring that the residents in sheltered housing schemes, that had been approved for closure as part of the Sheltered Housing Modernisation project (the red schemes), would receive priority by direct matching in certain circumstances and upgrading all residents in those schemes to 'Gold Band' on Homeseeker Plus. This has enabled residents to start to move quickly where they wish to.

- 1.2 As members are aware, two of the sheltered schemes have now closed and lessons have been learnt from these moves, which have resulted in some further proposed amendments to the policy to assist with the support that the Council is providing to those residents that need to move.
- 1.3 The opportunity has also been taken to review the policy overall as the policy not only covers the specific situation of rehousing those residents in the 'red' sheltered schemes but all situations where the Council may need to rehouse residents in its housing stock in order to carry out major repairs or refurbishment or decides to dispose of properties or demolish properties for redevelopment.

## **2.0. The Proposed Changes**

- 2.1 The Decant Policy currently states that tenants can be direct matched to other sheltered housing properties within the same or adjoining Parishes and be placed in gold band on Homeseeker Plus for all other sheltered properties.
- 2.2 The proposal is to amend this to enable tenants to be direct matched to sheltered properties across the entire district or to general needs properties within the same or adjoining Parishes and to be placed in 'Gold Band' for all other properties.
- 2.3 Direct matching within the same or adjoining Parishes for sheltered properties has been found to be too restrictive as tenants will sometimes wish to move outside of their immediate area due to the need to be close to family or other support networks or they may have a previous connection with another Parish. It is therefore proposed that the Council direct matches across the district for sheltered housing properties.
- 2.4 With regard to general needs properties, it has also been established that not all residents wish or need to remain in sheltered housing and so it is proposed that there is the ability to direct match to general needs properties within the same or adjoining Parishes. Internal consultation has decided that to propose to broaden this out to all properties across the district is too wide as this may restrict the stock of general needs properties that remain available for the Council to discharge its duties under current Homelessness Legislation.
- 2.5 The other changes are minor changes to update terminology, job titles and to provide clarity to officers responsible for complying with the policy.
- 2.6 The Decant Policy has specifically been approved by Housing Committee to apply to the 'red' schemes in the Sheltered Modernisation Project and properties at Gloucester Street and Bradley Street. Any approved revisions to the policy will then apply to the rehousing of any of the remaining residents at these addresses.
- 2.7 The proposed amendments have been considered in terms of the potential equality impacts and the changes do not have any detrimental impact.

### **3.0. Recommendation**

- 3.1 It is recommended that the revised Decant Policy is approved and that delegated authority is granted to the Head of Property Services in consultation with the Head of Housing Services and the Chair and Vice Chair of Housing Committee to amend the policy to reflect minor operational changes, updates in terminology or changes due to legislation. Any fundamental policy changes will be reported back to Housing Committee.



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# Decant Policy

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April 2019

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Tenant Services

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**Last updated:** April 2019

**Next document review by:** April 2020

**Reviewed by:** *Leonie Lockwood, Property Services Team*

**Approved by:** Housing Committee



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## 1. **Introduction**

This policy sets out the approach Stroud District Council takes to moving residents from its housing stock 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 rehousing: Tenants, their family members, partners and spouses living in the affected property 12 months prior to the date of agreement for the regeneration or development scheme, (including children).

The Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees and other non-secure occupants. Those ineligible persons within the criteria of s 160ZA of the Localism Act 2011 and those deemed ineligible by the Secretary of State.

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. The eligibility criteria also apply 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 the Council 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 Neighbourhood Management, Income Management, Contract Services, 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, if required, the Neighbourhood Management Officer or Support Co-ordinator 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.
- Whether there are any requirements for aids and adaptations to support the move.
- Any specific support that the tenant requires for the move.
- 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 mainly through individual visits and site meetings. Information may also be received from local tenants' representatives, The Tenants Voice, Neighbourhood Ambassadors, 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 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 in Tenancy Management, Contract Services and Housing Advice to make sure information is shared and to assist in providing the necessary support and advice to the tenant.

### 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 be possible.

Current Tenants who are moved from their home which is being sold, repaired, refurbished, 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 or repaired) remain tenants of their original home. Where tenants are moving temporarily and can return to their existing home, a Decant license will be signed.
- (If demolished or sold) remain secure tenants.
- Where appropriate, have a license 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 if there is a suitable property to return to.

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 Homeseeker Plus. 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 (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 properties identified for redevelopment or disposal as part of the Sheltered Housing Modernisation Project or the New Homes and Regeneration programme the following process will apply.

- Tenants can be direct matched to sheltered housing properties across the district and to general needs properties within the same or adjoining Parishes.
- If more than one tenant is interested in being direct matched to a property, the Tenant Liaison Officer in conjunction with the Support Co-ordinator or Neighbourhood Management Officer, as appropriate 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 properties.
- Where a home owner qualifies for rehousing by the Council they will also be required to register on Homeseeker Plus and their options for shared ownership and privately renting will be explored.

The Tenant Liaison Officer will liaise closely with the Housing Advice Manager to allocate properties under this process. Where a property is required for other urgent cases, as determined by the Housing Advice Manager, then agreement will be reached between the two parties as to the most suitable allocation of that property.

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 whilst also giving other urgent cases the opportunity to be housed.

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 rehousing under their selected preferences.
- Options and alternatives if first preference not available in the time scale.

## 5.2 Bedroom Needs Assessment

All applicants on Homeseeker Plus 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.

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. Where a new kitchen or bathroom is required this will be carried out as part of the void works following validation from the contract team. 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. Rehousing Options

Each resident will be responsible for bidding for properties on Homeseeker Plus. 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 Services. "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 Tenancy Operations 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 plans 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 Tenancy Operations 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 Contract Services 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 rehousing 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 Housing Services. 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.

## 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. **The Government reviews the figure annually in October.** Tenants would become eligible for Home Loss payment following a formal decision to demolish, remove or dispose of their homes having been made by Housing 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).

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.

If a decision in principle has been agreed to refurbish, remodel, redevelop or dispose of a property, the 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 Property Services.

#### 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 move.

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 Housing Services.

## 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 Tenant Liaison Officer 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.

#### **10. 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 rehoused 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. Where damage has been caused by the actions or inactions of the tenant resulting in decanting, the tenant(s) will be recharged for any costs associated with the refurbishment in line with the income and recharge policy

#### **11. 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 Provider (RP). In cases where this involves Small Scale Voluntary Transfer to the RP, decanting arrangements will be governed by the particular RP's decant policy. This issue will be built into any formal offer negotiated between the RP, Council and tenants – with the help of their Tenants Voice. 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 RP landlord.

#### **12. 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.gsi.gov.uk](mailto:lands@tribunals.gsi.gov.uk)**

### **13. 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 rehousing 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.

### **14. 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.



## STROUD DISTRICT COUNCIL

AGENDA

## HOUSING COMMITTEE

ITEM NO

9 APRIL 2019

8

<b>Report Title</b>	<b>BUDGET MONITORING REPORT 2018/19 MONTH 10</b>
<b>Purpose of Report</b>	To present to the Committee a forecast of the outturn position against the revenue budget and Capital programme for the General Fund and HRA for 2018/19.
<b>Decision(s)</b>	<b>The Committee RESOLVES:</b> (1) to note the outturn forecast for the General Fund and HRA Revenue budgets and Capital programmes for this Committee To recommend to Strategy and Resources Committee: (2) that, subject to the overall position at outturn, the carry forwards and reserve transfers detailed in this report are approved
<b>Consultation and Feedback</b>	Budget holders have been consulted about the budget issues in their service areas. The feedback has been incorporated in the report to explain differences between budgets and actual income and expenditure.
<b>Financial Implications and Risk Assessment</b>	There are no direct financial implications arising from this report as it looks at current revenue and capital budget estimates.  Final positions for 2018/19 will be reported as part of the year-end outturn process.  Andrew Cummings, Head of Finance & Section 151 Officer Email: <a href="mailto:andrew.cummings@stroud.gov.uk">andrew.cummings@stroud.gov.uk</a>
<b>Legal Implications</b>	There are no legal implications arising from this report Patrick Arran, Monitoring Officer Tel: 01453 754369 Email: <a href="mailto:patrick.arran@stroud.gov.uk">patrick.arran@stroud.gov.uk</a>
<b>Report Author</b>	Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: <a href="mailto:lucy.clothier@stroud.gov.uk">lucy.clothier@stroud.gov.uk</a>
<b>Options</b>	To recommend an alternative to the proposed reserve transfers

<b>Performance Management Follow Up</b>	Budgets will continue to be monitored on a regular basis by budget holders supported by Finance. The outturn position will be reported to Strategy and Resources Committee in May 2019, with the Outturn position of the HRA also being reported to Housing Committee in June 2019.
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## 1. Background

- 1.1 The purpose of this report is to notify members of any known significant variations to budgets for the current financial year, highlight any key issues, and to inform members of any action to be taken if required.
- 1.2 **Due to the volume of information contained in the report, it would be helpful where members have questions on matters of detail if they could be referred to the report author or the appropriate service manager before the meeting.**

## 2. General Fund Revenue Budget Position

- 2.1 Council approved the original General Fund revenue budget for 2018/19 in January 2018, and approved a revised budget in January 2019. The latest budget for Housing Committee is £552k.
- 2.2 The budget monitoring position for the service at 31 January 2019 (month 10) shows an underspend of £211k, as summarised in Table 1.
- 2.3 This underspend is before a potential transfer to earmarked reserves of £33k for Homelessness, and carry forwards of £140k in Housing Strategy. Further detail is included in paragraphs 2.6 and 2.7.
- 2.4 This gives a net underspend of £38k (6.8%). Any transfers would be subject to the overall position of the General Fund at Outturn.

Table 1: General Fund Revenue Budgets

Housing Committee	Para Refs	2018/19 Original Budget £k	2018/19 Revised Budget £k	2018/19 Forecast Outturn £k	2018/19 Outturn Variance £k
Homelessness	2.6	261	263	230	(33)
Housing Strategy	2.7	90	136	(40)	(171)
Private Sector Housing		152	153	146	(7)
<b>Housing (General Fund) TOTAL</b>		<b>503</b>	<b>552</b>	<b>381</b>	<b>(211)</b>
Potential transfer to EMR – Homelessness (MHCLG grant)	2.6				33
Carry forward request – Self Build (MHCLG grant)	2.7				45
Carry forward request – Community Housing Fund (MHCLG grant)	2.7				95
<b>Net outturn forecast</b>					<b>(38)</b>

2.5 Commentary on the significant variances follows in paragraphs 2.6 - 2.7.

2.6 **Homelessness – (£33k) underspend**, £33k transfer to earmarked reserves (MHCLG grants)

As previously reported, spend on Bed and breakfast continues to be higher than budgeted. Corresponding income is being received through Housing Benefit, although as the cost of placements is higher than Housing Benefit levels not all of this is reimbursed by central Government, and so is being topped up by SDC. The budgets have been amended to reflect the increased use of temporary accommodation from 2019/20.

In line with 2017/18 additional grant income has been received from the Ministry of Housing, Communities and Local Government (MHCLG). These grants are being used to support additional posts within the team. Subject to the overall position of the General Fund, any remaining grant at the end of the year, currently estimated to be £33k, will be requested to transfer to the Homelessness earmarked reserve to fund these posts and other homelessness costs in future years.

2.7 **Housing Strategy - £171k underspend**, carry forwards of £140k (MHCLG grants)

Carry forwards are to be requested for two MHCLG grants - £45k for self build, and £95k for Community Housing. This will allow the external funding to be used in 2019/20, and into 2020/21 for the Community Housing Fund (for the three year Community Housing Enabler post as approved by Housing Committee in March 2017).

The remaining £31k underspend relates to additional budget of £45k that was approved during the year. Although this will be utilised in future years, it has only been partially allocated in 2018/19 as it was only approved by Council in January 2019.

### 3. General Fund Capital Programme

- 3.1 The Housing General Fund Capital Programme was approved by Council in January 2018. This has subsequently been revised to £1395k after slippage from 2018/19 and a revised budget in January 2019. Additional grant funding from MHCLG has also been made available since budget setting.
- 3.2 It is currently forecast that there will be an overall underspend of £297k, with expected slippage of £225k, returned capital grant of £250k, and funded overspends of £178k.
- 3.3 The following table gives a breakdown of the variances.

Table 2 – Housing Committee Capital Programme

Housing Capital Schemes	Para Refs	2018/19 Revised Budget £k	2018/19 Spend to date £k	2018/19 Projected Outturn £k	2018/19 Outturn Variance £k
Affordable Housing – Support to Registered Providers	3.5	149	0	0	(149)
Disabled Facilities Grants	3.6	330	45	80	(250)
Park Homes	3.7	76	0	0	(76)
Private Sector Housing Loans	3.8	0	8	28	28
Warm Homes	3.9	500	248	650	150
Health through Warmth Grants	3.10	340	(8)	340	0
<b>TOTAL General Fund Capital</b>		<b>1,395</b>	<b>293</b>	<b>1,098</b>	<b>(297)</b>

- 3.4 Further detail of the capital schemes can be found below.
- 3.5 **Affordable Housing – Support to Registered Providers – (£149k) carry forward**

There are no approved grants payable in 2018/19, and so it will be requested that this funding is carried forward into 2019/20.

- 3.6 **Disabled Facilities Grants – (£250k) underspend**

Spend on Disabled Facilities Grants (DFGs) has reduced across the county, and is particularly low for Stroud this year. This is partly due to an increase in reablement, with physiotherapy and equipment being offered rather than an adaptation. There have been some delays due to Occupational Therapist capacity at the County Council (GCC), but all grants have been processed by SDC in a timely manner once received.

Any remaining funding at the end of the year will return to the Better Care Fund, held by GCC, to be reallocated at a later date.

- 3.7 **Park Homes – (£76k) carry forward**

Additional funding has been made available from MHCLG, which has allowed the programme to be widened to include park homes. This

budget would allow grants to be awarded to residents living in park homes for improved heating and insulation. As this is a new programme it is not expected that this will be in place by the end of the financial year, and so a carry forward of the budget will be requested.

### **3.8 Private Sector Housing Loans - £28k overspend**

Loans are offered to owner occupiers to complete repairs on their homes to ensure they remain healthy at home. These funds are recycled, and this spend will be funded from the repayment of previous loans.

### **3.9 Warm Homes - £150k overspend**

Warm Homes Fund is funding for central heating systems in households across Gloucestershire, for which SDC is leading. It is externally funded by National Grid, through Affordable Homes Solutions.

Additional spend of £150k is currently expected in 2018/19, and this would be fully funded by Affordable Homes Solutions and so wouldn't affect the outturn position of SDC.

### **3.10 Health Through Warmth Grants – on target**

Health Through Warmth Grants are funded by the CCG and like Warm Homes covers the whole county. The funding for the Health through Warmth is predominantly used for insulation and heating systems to increase thermal efficiency in homes of people with cold or damp related health issues.

## **4. Housing Revenue Account Budget Position**

- 4.1 The original net Housing Revenue Account (HRA) budget for 2018/19 was a transfer from reserves of £125k, as approved by Council in January 2018. This has now been revised to a transfer to general reserves of £518k, as approved by Council in January 2019.
- 4.2 The monitoring position for the service at 31 January 2019 (month 10) shows a projected net underspend of £114k (-0.5% of gross spend) against the current budget, as summarised in Table 3. This is before a carry forward request of £60k (para 4.6), giving a net underspend of £54k which would mean a total transfer to general reserves of £573k.
- 4.3 As in 2017/18, the tight deadlines for closing the accounts mean that it will not be possible for the outturn position to go through Housing Committee before being approved by Strategy and Resources Committee in May 2019. It is therefore proposed that any variance (currently estimated at £54k) is initially transferred to HRA General Reserves at Outturn, with the opportunity for Housing Committee to propose a later course of action. This would allow Housing Committee to properly discuss the position in June and, if required, propose a transfer to take place in 2019/20. This could include setting up a debt repayment earmarked reserve, as indicated by Housing Committee in December 2018.



**Table 3 – HRA Revenue Summary**

	Para Refs	2018/19 Original Budget £k	2018/19 Latest Budget £k	Forecast Outturn £k	Outturn Variance £k
<b>Income</b>					
Dwelling Rents and Service Charges	4.4	(21,826)	(22,144)	(22,193)	(49)
Other Charges and Income	4.4	(564)	(625)	(666)	(41)
<b>Total Income</b>		<b>(22,390)</b>	<b>(22,769)</b>	<b>(22,859)</b>	<b>(90)</b>
<b>Expenditure</b>					
Supervision and Management		5,222	5,084	5,070	(14)
Repairs and Maintenance	4.5 - 4.8	3,767	3,795	3,828	33
Sheltered Housing Service	4.9	1,452	1,270	1,199	(71)
Other Expenditure	4.10	519	494	547	53
Sheltered Housing Modernisation	4.11	579	365	410	45
Revenue Funding of Capital Programme (Depreciation and RCCO)	4.11	7,153	6,273	6,228	(45)
Provision for Bad Debts		200	80	80	0
<b>Total Expenditure</b>		<b>18,892</b>	<b>17,361</b>	<b>17,362</b>	<b>1</b>
<b>Other Costs and Income</b>					
Interest Payable/Receivable	4.12	3,488	3,395	3,370	(25)
Transfers to/(from) Earmarked Reserves	4.13	136	1,494	1,494	0
Transfers to/(from) General Reserves		(126)	519	519	0
<b>Total Other Costs and Income</b>		<b>3,498</b>	<b>5,408</b>	<b>5,383</b>	<b>(25)</b>
<b>Total Housing Revenue Account</b>		<b>0</b>	<b>0</b>	<b>(114)</b>	<b>(114)</b>
Carry Forward Request	4.6				60
<b>Net Outturn Forecast</b>					<b>(54)</b>

#### 4.4 Income – (£90k) additional income

Dwelling rents and income is currently expected to be £49k over budget. This represents a variance of 0.2%.

Garage rents, which are expected to continue to reduce as the small sites programme continues, are also expected to be higher than budget in 2018/19 by £25k.

#### 4.5 Repairs and maintenance - £33k overspend

#### 4.6 Planned maintenance – £91k underspend, £60k carry forward request

The cyclical decoration programme is expected to spend to budget. There is an underspend of £21k against asbestos surveys. Surveys are only required where there are gaps in information and dependant on programme progress. There is also an underspend of £60k for Fire Risk

Assessments, which have slipped into 2019/20. Therefore a £60k carry forward is requested to allow the Fire Risk Assessments to be delivered in early 2019/20. Gas in-house provider – on budget

**4.7 Voids - £41k overspend**

Works on void properties are expected to be over budget by £41k.

**4.8 Responsive maintenance - £83k overspend**

This overspend represents a variance of 5.7% and relates to general maintenance and electrical remedial works. Responsive works are monitored for trends and where appropriate re-addressed through planned programmes of works.

**4.9 Sheltered Housing Service – (£71k) underspend**

Spend in Sheltered Housing is lower than budgeted, with spend likely to continue to reduce in line with the closure of red schemes as part of the Sheltered Modernisation. It should be noted that although spend is expected at the lower level of £1,199k in 2018/19, the forecasted service charge income for Sheltered Housing for the year is £920k, and so there is still a forecasted subsidy of £279k towards the service from the wider HRA.

**4.10 Other expenditure - £53k overspend**

The cost of grounds maintenance is higher than anticipated, with fly tipping an increasing issue in some of our estates.

**4.11 Sheltered Housing Modernisation - £45k overspend**

Works at Sherborne House completed in 2018, and planning is underway for works at Concord and George Pearce House which are due to be undertaken in 2019/20. There is a £45k overspend on revenue which represents an offset between revenue and capital works - there were slightly more revenue works, and less capital works than in the budget. Therefore the Revenue Contribution to Capital Outlay (RCCO) for Sheltered Modernisation will reduce by a corresponding £45k and there is no overall impact on the Sheltered Modernisation budget.

**4.12 Interest payable/receivable – (£25k) underspend**

It is expected that due to the level of reserves held by the HRA the investment income will be higher than budgeted by £25k in this year. These reserves have been taken into account over the Medium Term Financial Plan period.

#### 4.13 Transfers to/from Earmarked reserves – on budget

Earmarked reserve transfers are expected to be in line with the budgeted position, as per Table 4 below.

Table 4: Earmarked reserve transfers

<b>Earmarked Reserve</b>	<b>Opening balance £k</b>	<b>Transfers in £k</b>	<b>Transfers out £k</b>	<b>Closing balance £k</b>
Sheltered Modernisation	1,976	1,390	(816)	<b>2,550</b>
Estate Redevelopment	350	820	0	<b>1,170</b>
Staffing	250	0	0	<b>250</b>
HRA General Contingency	0	100	0	<b>100</b>
	<b>2,576</b>	<b>2,310</b>	<b>(816)</b>	<b>4,070</b>

## 5. HRA Capital Programme

- 5.1 The HRA has a budgeted capital programme of £10,153k for 2018/19, as approved by Council in January 2019. The current forecast is spend of £8,491k, with slippage of £1,539k into 2019/20 to be requested.
- 5.2 The following table give a breakdown of the capital programme.

**Table 5 – HRA Capital Summary**

<b>Capital Summary</b>	<b>Para Ref</b>	<b>2018/19 Revised Budget £k</b>	<b>Spend to date (to end Jan 19) £k</b>	<b>2018/19 Projected Outturn £k</b>	<b>2018/19 Outturn Variance £k</b>	<b>Anticipated Slippage Request £k</b>
Central Heating	5.4	624	420	652	28	0
Disabled Adaptations		143	88	149	6	0
Kitchens and Bathrooms	5.5	1,506	706	1,065	(441)	430
Major Void Works	5.6	570	640	710	140	0
Compliance	5.7	337	360	401	64	0
Doors and Windows	5.8	791	425	546	(245)	100
Electrical Works		212	148	212	0	0
Damp Works/Insulation	5.9	127	34	34	(93)	93
Non-Traditional Properties		595	450	597	2	0
Door Entry	5.10	352	111	190	(162)	0
External Works		2,793	1,403	2,790	(3)	0
Suited Locks	5.11	74	0	0	(74)	74
<b>Total - Major Works</b>	<b>5.3</b>	<b>8,124</b>	<b>4,785</b>	<b>7,346</b>	<b>(778)</b>	<b>697</b>
Southbank, Woodchester	5.13	300	1	1	(299)	299
Former Ship Inn Site, Bridgend		15	13	13	(2)	2
Tanners Piece, Nailsworth	5.14	1,345	567	815	(530)	530
Broadfield Road, Eastington	5.15	0	0	10	10	
Ringfield Close, Nailsworth	5.15	0	0	2	2	
Summersfield Road, Minchinhampton	5.15	0	0	6	6	
Gloucester St and Bradley St, WuE	5.15	0	0	12	12	
Completed schemes (retention payments)	5.15	0	(121)	9	9	
New Homes Contingency	5.15	50	12	0	(50)	11
<b>Total - New Build</b>		<b>1,710</b>	<b>472</b>	<b>868</b>	<b>(842)</b>	<b>842</b>
Sheltered Housing Modernisation	5.16	319	446	277	(42)	
<b>Total Capital Expenditure</b>		<b>10,153</b>	<b>5,703</b>	<b>8,491</b>	<b>(1,662)</b>	<b>1,539</b>

### 5.3 Major Works – (£778k) underspend/slippage

Total spend of £7,346k is forecast across major works on existing dwellings. Although lower than the current budget by £778k, it should be noted that this is above the original budgeted amount of £6,657k and so still represents an increase in works delivered in year.

Based on the current forecast, slippage of £697k would be requested at outturn.

#### 5.4 Central Heating - £28k overspend

Central heating upgrades are largely on target, with a small variance to budget.

#### 5.5 Kitchens and bathrooms – (£441k) underspend/slippage

Kitchen and bathroom installs have progressed throughout the year. Some issues with contractor performance have been encountered. To ensure the correct standard is achieved works have been reallocated. Therefore a carry forward of £430k is forecasted to allow the slipped installations to be delivered next year, on top of the 2019/20 programme.

#### 5.6 Major works - £140k overspend

Major works on void properties are higher than budgeted. This could change further if more, or less, major voids are experienced before the end of the financial year.

#### 5.7 Compliance - £64k overspend

The cost of asbestos removal has been higher than budgeted. Removal of asbestos is done in line with planned works and will vary each financial year.

#### 5.8 Doors and Windows – (£245k) underspend/slippage

Difficulty in obtaining certain doors as a result of the Grenfell tragedy has led to delays, and a carry forward of £100k is being requested. The new contract is due to be in place early in 2019/20.

#### 5.9 Insulation – (£93k) slippage

Although insulation works have been undertaken as part of the external works contract, additional insulation is being procured under a framework in order to be delivered early in 2019/20. Therefore it will be requested that the remaining budget is slipped into next year.

#### 5.10 Door entry – (£162k) underspend

Performance issues with the contractor, and long lead in times for door manufacture, have led to the programme unfortunately being delayed.

#### 5.11 Suited locks – (£74k) slippage

Suited locks are reforecast to commence in April 2019, and so the budget will need to be slipped into 2019/20.

#### 5.12 **New Build and Regeneration – (£842k) slippage**

The slippage detailed below, is due to re-profiling of these schemes to reflect various factors affecting start on site.

#### 5.13 Southbank – (£299k) slippage

This scheme was originally forecast to start on site in January this year. A contractor is in place and works are now due to start on site in April 2019.

#### 5.14 Tanners Piece – (£530k) slippage

Tanners Piece is now well underway, with 11 new dwellings due for completion in May/June 2019. Due to a later start than anticipated, more spend has fallen in 19/20 than originally forecast.

#### 5.15 Other Schemes – (£11k) carry forward

Initial scoping works and planning applications are starting for some of the new sites approved by Council in January 2019. These works are currently being funded by the New Homes Contingency budget, but will all have an individual budget in place from 2019/20.

There are also some small costs on completed schemes which are to be funded from the contingency.

#### 5.16 **Sheltered Modernisation – (£42k) underspend**

Three ex scheme warden property conversions, and modernisation works at Sherborne House have been completed during the year.

As reported in paragraph 4.11 there has been a variance between revenue and capital works at Sherborne, but this does not affect the overall financial position of the programme.

Works are due to start at Concord, the next scheme in the modernisation programme, in the new financial year.

## HOUSING COMMITTEE

9 APRIL 2019

9

<b>Report Title</b>	<b>DE-POOLING OF RENTS AND SERVICE CHARGES</b>
<b>Purpose of Report</b>	To inform members of the potential to consider areas for improvement and transparency in the way we identify set and recover service charges and rents through de-pooling. To gain the approval of the Committee to carry out further investigation into implications of de-pooling.
<b>Decision(s)</b>	<b>The Committee RESOLVES to Authorise officers to carry out further investigation and bring a report back to Committee setting out potential options at a later date.</b>
<b>Consultation and Feedback</b>	<ul style="list-style-type: none"> <li>• Working group established and consulted with on 21 February 2019</li> <li>• Chair and Vice Chair of Housing Committee</li> </ul>
<b>Financial Implications and Risk Assessment</b>	<p>The proposed method of implementing de-pooling would protect existing tenants from any overall increase in cost by reducing rents by the same amount as the new service charges. Therefore there would be little impact on the HRA over the short to medium term.</p> <p>There would be a gradual increase in income over the long term as social rented properties are re-let, with services charges and rents charged in full.</p> <p>The resource needed for investigating and implementing de-pooling is largely officer time. There are, however, additional costs for external specialist consultants, the cost of consultation with tenants, and provision to amend the tenancy agreement for all tenants. This will need to be considered as part of budget setting for 2020/21.</p> <p>Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: <a href="mailto:lucy.clothier@stroud.gov.uk">lucy.clothier@stroud.gov.uk</a></p> <p>Continued interrogation of systems and associated charges both internally and externally will ensure that committee makes their decision with all of the relevant information presented.</p>

<b>Legal Implications</b>	There are no legal implications at this stage, but if there is a proposal to de-pool charges in the future, consultation will need to be carried out with affected tenants.
<b>Report Author</b>	Patricia Andrade – Tenancy Operations Manager Tel: 01453 756143 Email: <a href="mailto:patricia.andrade@stroud.gov.uk">patricia.andrade@stroud.gov.uk</a>
<b>Background Papers/ Appendices</b>	Appendix A List of service charge elements that currently attract Housing Benefit Appendix B Ward Map

## 1. Background

- 1.1 Whilst we currently levy service charges to tenants of flats, sheltered schemes and leaseholders, there are a number of charges we incur in the delivery of our housing service which are funded not as a service charge but as part of our rental income, grounds maintenance for example.
- 1.2 This has been the case for many decades, being very much a legacy of a common standard of practice. This; however, is not an ideal situation, indeed rent is expected by government to cover a charge for the occupation of a home including its management and in many cases, its repair, whilst charges for services, such as: communal facilities, car parking, grounds maintenance, communal area heating, cleaning, communal area fire detection and many other costs being regarded as a service charge.
- 1.3 This presents problems to social landlords in terms of how these charges are apportioned, for example, the use of communal areas on an estate, when use is not clearly identified for any specific tenants. As a result, for these and many other reasons, many such charges have been pooled and funded via rental income.
- 1.4 There is a strong argument that this situation should change, the issues associated with this being:
- We should be charging them separately anyway
  - We will be charging more specifically for services people receive
  - We will be avoiding cross subsidy where others pay through a pooled system for services they do not receive separating them
  - We are being transparent about what people are paying for enabling tenants to see the cost of a service received and are better placed and informed to assess value for money
- 1.5 It should be noted that charging separately for services creates a fairer charging basis and costs are not subsidised by the wider tenant body, this does create the issue that those tenants who receive services may have to pay more or decide that the services are not something they wish to receive.



- 1.6 Some services will have to continue to be delivered, for example the grounds maintenance cutting regime, we could (subject to consultation) reduce the number of cuts per year to reduce the cost.
- 1.7 Certain services are subsidised by the wider HRA, and funded through rental income. Therefore, tenants are not able to see how much they are paying for the service or what they are paying for. It may also mean that through their rent some tenants are contributing towards services, which they do not receive.
- 1.8 Consideration is always given to affordability and as such we would not be imposing any service charges that place tenants at financial risk. A list of service charge items that fall within Housing Benefit is available at Appendix B.

## **2. Impact of De-pooling**

### **2.1 Older Persons Strategy**

- 2.1 The work embraced within the older persons strategy regarding future projects and development of sheltered housing is a crucial link to this project where clear service charging applies to all sites but the offer of what services are available and indeed wanted are clearly defined by each location.
- 2.2 This enables the development of bespoke charging elements that meets the need of tenants at each site and moves away from the blanket charge that currently applies (£25.22 plus subsidy from the HRA) and has been a matter of some issue for a number of our tenants who have been quite vocal about the unfairness of a blanket charge.
- 2.3 The strategy emphasis is very much based upon enabling older persons to live in their homes independently fitting in with the current strategic approach of Gloucestershire County Council and their development of the Housing with Care Strategy.

## **3. Central Government Advice**

- 3.1 The Ministry of Housing, Communities and Local Government (MHCLG) state that local authorities should consider apportioning the costs to individual homes. It is recommended that charges be de-pooled because this makes the charging structure equitable and fair for all
- 3.2 Government issued guidance on De-pooling in 2002 entitled “A Guide to Social Rent Reforms in the Local Authority Sector” states that rents are generally taken to include all charges associated with the occupation of a dwelling, such as maintenance and general housing management services.
- 3.3 Service charges usually reflect additional services which may not be provided to every tenant, or which may be connected with communal

facilities rather than particular to the occupation of a dwelling. Examples are cleaning, caretaking, communal electricity.

- 3.4 MHCLG did not make de-pooling compulsory but approximately 95% of local authorities and Registered Providers nationally have de-pooled their charges, although it is worth noting that compulsory de-pooling was introduced in Wales in 2016.

#### 4. Property Profiling

4.1 De-pooling will apply only to those who have shared common areas. The Council has 5,044 properties, of which 1,509 are flats, where a minority of service charges are currently applied, and 790 sheltered properties where service charges have been partially de-pooled.

4.2 There is no legal definition for an estate, therefore, Stroud District Council can determine the parameters for this. Appendix B is an example of the estate boundaries, which could exist.

#### 5. General needs

5.1 De-pooling involves separating out these costs and charging them as a service charge. For example, current tenants who live in dwellings with communal, shared areas would be charged on the following basis.

<b>Example of de-pooling on rents</b>			
Before de-pooling	£	After de-pooling	£
Rent	80.00	Rent	74.00
		Communal Electricity	2.00
		Communal Cleaning	2.00
		Block Grounds Maintenance	1.00
		Estate Maintenance	1.00
<b>Total Weekly Charge</b>	<b>80.00</b>	<b>Total Weekly Charge</b>	<b>80.00</b>

5.2 At present, all tenants regardless of whether they receive these services or not share the costs. Current types of costs, which some are partially subsidised by the HRA are:

- Sheltered housing
- Communal cleaning
- TV relay (communal aerial)
- District heating
- Water Charges

5.3 Examples of services, which are currently provided, but not charged separately:

- Door entry systems
- Electricity in communal areas
- Window cleaning in communal areas (and flat blocks)
- Communal grounds maintenance (surrounding flat blocks)
- Estate grounds maintenance (grassed areas, play areas, trees, rubbish removal/fly tipping in HRA estates)
- Street lighting (where provided by the HRA)
- Septic tanks

## **6. Summary**

6.1 Further work is needed to look in greater detail at precisely what can be reasonably de-pooled, the costs of this, impact on the HRA, and impact on tenants in terms of revised charges and rents.

6.2 It is proposed that we continue this review during 2019, with a report brought back to this committee on findings and recommendations.

**List of Service Charge elements that current attract Housing Benefits**

**Maintaining the general standard for accommodation**

- Internal areas of communal use such as hallways corridors and rooms include lighting and emergency lighting.
- The external and internal cleaning of windows of communal areas only when the tenant does not live on the ground floor.
- Health and Safety charges for Legionnaires, fire risk assessments, electrical test and pest control

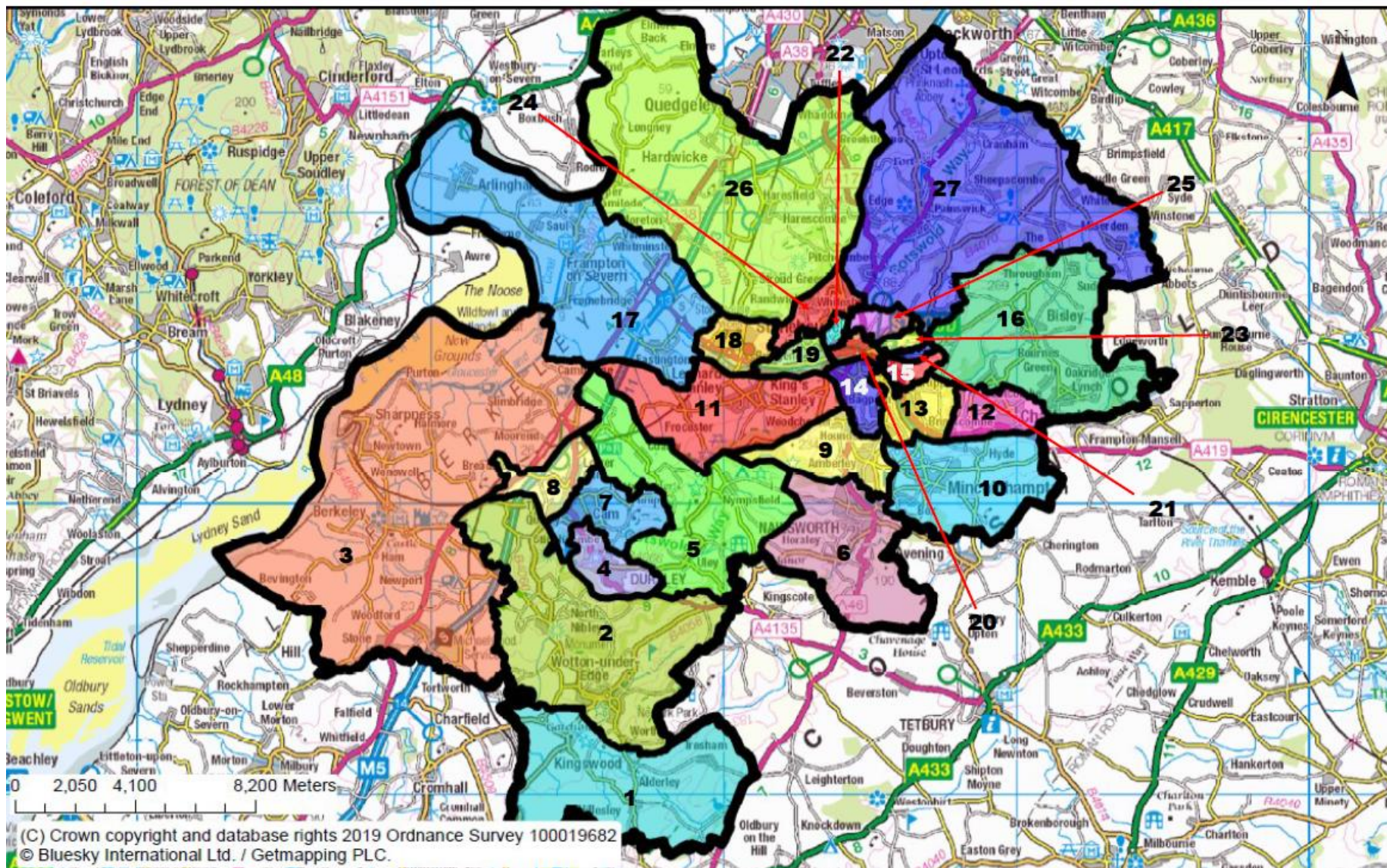
**Ongoing maintenance, which includes repair cleaning and utility**

- Grounds Maintenance, which includes garden for communal areas, litter removal, lightning and maintenance cost of area to the external areas.
- Tenant car or bike parking this is the maintenance of these areas only.
- Communal laundry facilities
- Children's play areas equipment such as surface maintenance.
- Maintenance of communal areas internally
- Health and Safety Charges such as for the inspection of Legionnaires, fire risk assessments, electrical equipment checks, pest control and fire prevention.

**This relates the maintenance on repair of Communal Lifts including stair lifts in communal areas, communal telephone excluding the cost of personal calls.**

- Adaptations of the communal areas
- Building security such as key cards, key pad door locking mechanisms.
- Communal equipment such as aerials includes satellite and cable TV or internet connection.
- Refuse collection such as communal refuse collection and disposal
- CCTV - close circuit TV.
- Management Costs for the administration of the service charges

**Appendix B – Ward Map**



- |  |   |  |   |
|--|---|--|---|
| 1 – Kingswood Ward;<br>Hillesley<br>Alderley<br>Tresham                                  | 9 - Amberley & Woodchester<br>Ward;<br>North Woodchester<br>South Woodchester       | 18 - Stonehouse Ward;<br>Stonehouse  | 26 - Hardwicke Ward;<br>Haresfield<br>Hardwicke                           |
| 2— Wotton-under-Edge Ward;<br>North Nibley<br>Stintchcombe<br>Wotton-under-Edge          | 10 - Minchinhampton Ward;<br>Minchinhampton   | 19 - Cainscross Ward;<br>Ebley<br>Dudbridge<br>Cashes Green                                | 27 - Painswick & Upton Ward<br>Painswick<br>Upton-st-Leonards<br>Miserden |
| 3— Berkeley Vale Ward;<br>Berkeley<br>Ham<br>Stone<br>Newtown<br>Slimbridge<br>Sharpness | 11 - The Stanleys Ward;<br>Kings Stanley<br>Leonard Stanley<br>Frocester            | 20 - Stroud Central Ward;<br>Stratford Park Centre<br>Stroud College                       |   |
| 4— Dursley Ward;<br>Dursley  | 12 - Chalford Ward;<br>Chalford   | 21 - Stroud Slade Ward;<br>Bisley Old Road<br>Langtoft Road<br>Masons Road<br>Daniels Road |   |
| 5— Coaley & Uley Ward;<br>Coaley<br>Uley<br>Nympsfield                                   | 13 - Thrupp Ward;<br>Thrupp<br>Brimscombe   | 22 - Stroud Farmhill & Paganhill Ward;<br>Farmhill<br>Paganhill                            |   |
| 6— Nailsworth;<br>Forest Green<br>Nailsworth<br>Horsley                                  | 14 - Rodborough Ward;<br>Rodborough<br>Lightpill                                    | 23 - Stroud Valley Ward;<br>Lansdown<br>Summer Street<br>Summer Crescent                   |   |
| 7— Cam East Ward;<br>Upper Cam   | 15 - Stroud Trinity Ward;<br>Stroud South (Highfield Road,<br>Stroud Hospital, etc) | 24 - Randwick, Whiteshill & Ruscombe<br>Ward;<br>Randwick<br>Whiteshill<br>Ruscombe        |   |
| 8— Cam West Ward;<br>Lower Cam   | 16 - Bisley Ward;<br>Eastcombe<br>Bisley  | 25 - Stroud Uplands Ward;<br>Uplands   |   |
|  | 17 - Severn Ward;<br>Arlingham<br>Saul<br>Frampton-on-Severn                        |  |   |



## HOUSING COMMITTEE

9 APRIL 2019

**10**

<b>Report Title</b>	<b>REVISION OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENTS AND CONDITIONS</b>
<b>Purpose of Report</b>	To inform members of proposed changes to the Tenancy Agreement terms and conditions and to seek authority to issue formal notice of change.
<b>Decisions</b>	It is <b>RESOLVED</b> that:  Officers are authorised to undertake formal notice of change to the terms and conditions of the Council's tenancy agreement.
<b>Consultation and Feedback</b>	Chair and Vice Chair of HC and the Independent Tenant's Representatives to the Housing Committee on HC on 9 August 2018
<b>Financial Implications and Risk Assessment</b>	<p>There are no significant financial implications. The cost of consultation and issuing new tenancy agreements has been included in the 2019/20 budget.</p> <p>Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: <a href="mailto:lucy.clothier@stroud.gov.uk">lucy.clothier@stroud.gov.uk</a></p> <p>The regulator for social housing administers compliance with the tenant involvement and empowerment standard, which requires providers to ensure that tenants are given a wide range of opportunities to influence and be involved in decisions relating to housing related services including policies. This process is fully compliant with that approach.</p> <ul style="list-style-type: none"> <li>• The existing introductory and secure Tenancy Agreements contain ambiguity which need to be resolved.</li> <li>• Changes introduced by the GDPR need to be incorporated into the Tenancy Agreements.</li> </ul>
<b>Legal Implications</b>	<p>By virtue of Section 103 Housing Act 1983, the Council is permitted to change the terms of a periodic secure tenancy. This is achieved by serving a notice upon the tenant. However, the Council must first serve a preliminary notice setting out the proposed variation and invite tenants to comment on the proposed changes. The Council will then take any comments into account before issuing final notice.</p> <p>Patrick Arran – Interim Monitoring Officer Tel: 01454 754369 Email: <a href="mailto:patrick.arran@stroud.gov.uk">patrick.arran@stroud.gov.uk</a></p>



<b>Report Author</b>	Patricia Andrade - Tenancy Operations Manager Tel: 01453 754163 Email: <a href="mailto:patricia.andrade@stroud.gov.uk">patricia.andrade@stroud.gov.uk</a>
<b>Performance Management Follow Up</b>	If approved the following actions will be undertaken: <ul style="list-style-type: none"> <li>• Consultation to take place for a period not less than 30 days, complying with the section 105 of the Housing Act 1985.</li> <li>• Updates to be presented to Housing Committee from the consultation process at its meeting on 10 September 2019 .</li> <li>• The revised Tenancy Agreement and Conditions to be effective from 1<sup>st</sup> April 2020.</li> <li>• New tenants to be signed up with immediate effect using the revised Tenancy Agreement and Conditions from Variation notice to be issued to all secure tenants by The revised Tenancy Agreement to be legally binding from 1<sup>st</sup> April 2020.</li> </ul>
<b>Background Papers/ Appendices</b>	Appendix A - Report to Housing Committee 29 <sup>th</sup> March 2016 Appendix B – Existing Secure and Introductory Tenancy Agreements and Conditions. Appendix C - Revised Secure and Introductory Tenancy Agreements and Conditions.

## 1. **Background**

- 1.1 On the 29 March 2016, Housing Committee gave approval to a revision of the Tenancy Agreement and Conditions. The original terms and conditions of these document were as a result of a working group, which comprised of both tenants and Officers. This was ground breaking for Tenant Services, however the resulting document once in circulation was either open to misinterpretation or silent in key areas of the Landlord and Tenant relationship.
- 1.2 Section 103 of the Housing Act 1985 requires social landlords to serve a formal notice to change the terms of a Tenancy Agreement.

## 2. **Introduction**

- 2.1 The existing Tenancy Agreement and Conditions was reviewed via a “fit for purpose” regime to ensuring that the landlord and tenant relationship remains compliant within the Housing Act 1985.
- 2.2 This identified a number of changes needed to the existing Tenancy Agreements and Conditions, which would place the landlord and tenant relationship in a much stronger position minimising the ambiguity contained in these current documents.
- 2.3 In addition, the requirements of the General Data Protection Act Regulation require some changes to be made and it makes sense to

make any other changes to update the current Tenancy Agreements and Conditions at the same time.

### **3. The Suggested Changes**

- 3.1 The suggested changes required to the Secure Tenancy Agreement are highlighted below and are shaded in the revised Tenancy Agreements and Conditions.

### **4. Glossary**

- 4.1 The property, home, dwelling home - this definition has been widened to include garages.
- 4.2 Closure Order – this has been amended to reflect the changes which could be for a specified period.

### **5 Conditions**

- 5.1 Information Sharing, revised the information on the Data Protection Act 1998 and incorporated the recent requirements of the General Data Protection Regulations, May 2018, widen the scope for the service of legal notices.
- 5.2 Rent - subsection 2.1.3, provision made of the repayment for former tenancy arrears on a weekly basis.
- 5.3 Repairs - subsection 3.1.2, amended the suggestion that failure to repair removes the landlord's responsibility to repair, allowing for additional costs associated from the tenants breach can be recharged.
- 5.4 Allowing access – this section has been bolstered, strengthening the landlord's position to gain access in emergency cases and the actions required for this.

### **6 The Property**

- 6.1 The addition of health and safety which deals with a variety of issues. Subsection 4.2.5, restricting the type of garden work which requires the landlord's permission.
- 6.2 Subsection 4.4, vehicles and driveways, the addition of vehicle length which must not be parked.
- 6.3 Subsection 4.5.1, operating a business, the addition of permission which can be refused or revoked.
- 6.4 Subsection 4.6.1, allowing us access, the addition of taking photographs.

### **7 Behaviour**

- 7.1 Subsection 5.3.2 has been removed as it is repetitive wording in the document. Subsection 5.2.1, an expansion and examples of nuisance /

annoyance. Subsection 5.2.2 is an addition. Subsection 5.3.3 has moved to subsection 4.4.4. The whole of subsection 5.3 has been revised to include illegal / immoral use of the property. Subsection 5.4.5 has been expanded to include legal action if pets are not removed.

## **8 Changes to Your Tenancy**

- 8.1 Revision on subsection 6.1.1 through to 6.1.6 to reflect current law and pre 2012, restricting assignment beyond 1.

## **9 Ending Your Tenancy**

- 9.1 Subsection 7.1.1 the addition to accept short notice or ending on a different day with discretion. Subsection 7.1.2, clarified the position of ending a joint tenancy. Subsection 7.2.3 the removal of cancelling a termination notice, this is questionable by law. Subsection 7.3.1, amended to reflect the serving of the notice to quit, if it ceases to be the tenant's only or principal home. Subsection 7.5, is a new addition reflecting tenants who come into a second home and the addition of the Rights of Third Parties Act to prevent those not party to the tenancy trying to claim any rights under the contract.
- 9.2 The suggested changes required to the Introductory Tenancy Agreement are the same as the Secure Tenancy Agreement with the exception of:

## **10 Conditions**

- 10.1 Using the Property, subsection 1.1.1, amended to include an extension to this agreement. Subsection 1.1.5, amended the position on subletting and made clearer the loss of security for total subletting.
- 10.2 Subsection 7.5, other reasons why we may seek to end your tenancy is a new addition, giving transparency to the introductory tenants on reasons the landlord would consider terminating a tenancy.

## **11 Notice**

- 11.1 In order to change tenancy terms, formal notice must be given which is preceded by a preliminary notice. The tenant must be given details of the proposed changes and allowed an opportunity to comment. The Authority should then take any comments into account before issuing the formal notice. A period of least 28 days must then elapse before the changes are brought into effect.
- 11.2 The preliminary notice will be issued in mid June 2019 and concluding by mid July 2019, to feed back the response to Housing Committee for consideration on 10 September 2019 Housing Committee Meeting.
- 11.3 In order to better explain the proposed changes hard copies will be sent via the post, however due to the nature of the diverse make up of Tenant Services tenants; there will be officer attendance at coffee morning meetings for sheltered tenants and open evenings in key areas of the

district to capture comments being made on this document, inviting the recognised community groups.

- 11.4 These dates will be advertised on Stroud District Council's website and through Facebook and twitter.

## **12 Summary**

- 12.1 The existing Tenancy Agreements and Conditions are open to potential challenge due to their ambiguity and silence in areas of the landlord and tenant relationship.
- 12.2 This situation is also compounded by the changes in the General Data Protection Regulations, where the current agreements are outdated.

HC.2015/16



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**HOUSING COMMITTEE**

**29 March 2016**

**7.00 pm – 8.10 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	A
Councillor Kevin Cranston	A	Councillor Emma Sims	P
Councillor Jonathan Edmunds	P	Councillor Debbie Young	A

\*\* = Chair \* = Vice Chair

P = Present A = Absent

**Officers in Attendance**

Strategic Head (Tenant & Corporate Services)	Head of Asset Management
Strategic Head (Finance & Business Services)	Sheltered Housing Project Manager
Head of Housing Contracts	Housing Advice Manager
Head of Housing Management	Interim Business Development Manager
Tenancy Operations Manager	Sheltered Housing Team Leaders
	Communications Officer
	Democratic Services Officer

**Others Present**

Ian Allan – Chair of Stroud Council Housing Forum

**HC.043**

**APOLOGIES**

Apologies of absence were received from Councillors Kevin Cranston, Mark Rees and Debbie Young.

**HC.044**

**DECLARATIONS OF INTEREST**

There were no declarations of interest.

**HC.045**

**PUBLIC QUESTION TIME**

There were none.

Housing Committee  
29 March 2016

Subject to approval  
at the next meeting

**HC.046**            **MINUTES – 2 FEBRUARY 2016**

**RESOLVED**        That the minutes of the meeting held on 2 February 2016 are confirmed and signed as a correct record.

**HC.047**            **COUNCIL NEW HOMES AND REGENERATION PROGRAMME UPDATE**

The Interim Business Development Manager outlined the above report and provided an update on completions. Prospective tenants were currently bidding for properties at Mankley Road, Leonard Stanley. The Medium Term Financial Plan has sufficient funds for the purchases at Top of Town and some more shared ownership may be introduced as an option to increase income into the scheme.

**RESOLVED**        To delegate authority to the Head of Asset Management to:-

- (a) Purchase up to 3 owner occupied properties at Mason Road, Stroud; and
- (b) Dispose of up to 2 properties at Daniels Road, Stroud

as part of the Top of Town regeneration project.

**HC.048**            **SHELTERED HOUSING UPDATE**

In outlining the above report the Sheltered Housing Project Manager highlighted the principles and progress made in sheltered housing to date. Officers were looking at the options appraisals on all 6 red schemes and would present an update report at the next Committee meeting outlining recommendations and the associated programme. Each void would be looked at on an individual basis before a decision would be made whether to re-let it or not.

An amendment to the fourth bullet point to page 21 of the Decant Policy was proposed by the Sheltered Housing Project Manager and accepted by Committee. The words ", if a suitable property is available." be added at the end of the sentence.

The two Sheltered Housing Team Leaders had contacted sheltered housing tenants to give them the necessary support to register onto Gloucestershire Homeseekers. Some tenants had their own computers and were IT literate whilst others were visited by officers to ensure that properties of interest had bids submitted on their behalf. Contact via telephone to provide updates was also undertaken. A lot of communication and consultation was currently taking place between officers and sheltered housing tenants. A log of all communications is being kept and will be published.

In reply to questions it was confirmed that:-

- It was anticipated that there would be a gap of between 2-3 years between phases, subject to which option is recommended and approved.
- The number of voids at affected sheltered housing schemes would not be included within the normal voids reporting figures so as not to distort figures.

It was highlighted that voids already closed down on 'red' schemes such as those at Dryleaze Court would be removed from the system.

- The Communications Officer will be working on literature which promoted all sheltered schemes within the district. Many sheltered housing scheme tenants were unaware of other schemes within the Stroud district.
- Support is given by the two Sheltered Housing Team Leaders to all affected sheltered housing tenants on the Gloucestershire Homeseeker register. All tenants at Dryleaze Court, Wotton-under-Edge had been registered and half of the tenants at Ringfield Close, Nailsworth. The officers worked closely with the Housing Advice Manager and track the bids ensuring that channels of communication are kept open.

- RESOLVED**
- (a) To approve the prioritisation for the sheltered schemes set out in section 3 of this report.
  - (b) To approve the amended Decant Policy at Appendix A to this report.
  - (c) For the sheltered schemes at Dryleaze Court Wotton-Under-Edge, Ringfield Close, Nailsworth, Cambridge House, Dursley and Glebelands, Cam:
    - (i) The Decant Policy in Appendix A apply to tenants being moved out of these four schemes;
    - (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.

**RECOMMENDED TO STRATEGY AND 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 & Business Services) confirmation that sufficient funds are available).

**HC.049 TENANCY AGREEMENT AND CONDITIONS REVIEW**

The Tenancy Operations Manager introduced the above report and confirmed that following the review the new documents had been written in plain English and robustly reflected our position today.

In response to a Member's question the officer confirmed that if a tenant had an excessive amount of furniture or possessions thus creating a health and safety issue the matter would be dealt with as sensitively as possible to support that individual. This may be with the assistance of family members, other agencies or a case conference.

**RESOLVED** To approve the new tenancy agreement and tenancy conditions for use from 2 May 2016.

Housing Committee  
29 March 2016

Subject to approval  
at the next meeting

**HC.050**                      **ASSET STRATEGY OVERVIEW**

The Head of Housing Contracts outlined the above report confirming that the validation of the Stock Condition Survey was due to be completed this week. A report was expected to be published during the second week of April 2016.

Members would be updated on the Asset Strategy and Action Plan at the beginning of the new civic year.

In reply to Members' questions the following was confirmed:-

- The asset data system will hold information on each property on all works undertaken, outstanding, both planned and cyclical maintenance. This information would form the basis in decision making on each property.
- All tenants at Queens Court had been registered onto Gloucestershire Homeseekers and 3 tenants currently had received offers.
- Negotiations were currently ongoing to buy back a property from their owners.
- Officers provided a lot of support to tenants during the decanting process.

**RESOLVED**                      **To note the report.**

**HC.051**                      **MEMBERS' QUESTIONS**

There were none.

The meeting closed at 8.10 pm.

Chair



**Existing Secure Tenancy Agreement**

**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>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 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](mailto: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.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.

### Existing Introductory Tenancy Agreement

## 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</b>	An offer by you to end your tenancy

<b>Tenancy</b>	
<b>Indictable Offence</b>	Criminal act which could lead to a term of imprisonment of 5 years or more
<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>Closure Order</b>	A court order resulting in the property being shut down and all access denied for at least 6 months.
<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>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**

- 1.1.6 Your introductory tenancy will last for 12 months. If you have not breached any of your tenancy conditions during the 12 months your tenancy will automatically become secure.
- 1.1.7 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.8 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.
- 1.1.9 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy.
- 1.1.10 You may sublet part of the property, but not all of it. You must have our written permission before doing so.
- 1.1.11 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. The only way we can obtain possession of the property is:
  - (iii) By accepting a notice of termination from you (See Section 7).
  - (iv) By accepting a surrender of tenancy from you (See Section 7).
- 1.5.2 We may also seek possession of your property for breach of tenancy based on the Housing Act 1996. For example, possession may be sought if:
  - (iv) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

- (v) 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.
  - (vi) 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 If you breach any of your tenancy conditions we may consider extending your introductory tenancy for 6 months.
- 1.5.4 You will be served with a Notice informing you of our decision to apply for possession or to extend your introductory tenancy. You have the right to review the decision to serve this Notice but the timescales involved are limited:
- (v) You must inform us either in writing or verbally of your request to review the Notice within 14 days of the Notice being served on you
  - (vi) You can choose to have your review conducted in person or without you being present
  - (vii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
  - (viii) 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 or your tenancy may be extended for a further 6 months.
- 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 fortnight.

## **2.2 Breach of Terms**

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

2.2.4 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 will cease to be responsible for the repair of that defect.

### **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**

3.8.6 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.

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## **4. THE PROPERTY**

### **4.1 Using the property**

4 You must keep the property clean and tidy.

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

6 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**

4.2.6 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.



- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 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**

- 4.3.5 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.6 If you have shared gardens you must not undertake any planting without receiving permission from us to do so.
- 4.3.7 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.
- 4.3.8 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**

- 4.4.5 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.
- 4.4.6 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway.
- 4.4.7 You must not carry out major vehicle repairs on the property.
- 4.4.8 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**

- 4.5.3 You must not operate any business from the property without receiving written permission from us to do so.
- 4.5.4 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**

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

- 4.6.3 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.
- 4.6.4 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**

- 5.2.7 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.
- 5.2.8 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.
- 5.2.9 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.
- 5.2.10 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.
- 5.2.11 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.
- 5.2.12 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**

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

- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 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:
- (v) Is under proper control at all times.
  - (vi) Is kept in a safe and hygienic manner.
  - (vii) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
  - (viii) 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 While you are an introductory tenant you do not have the right to assign your tenancy to another person
- 6.1.2 While you are an introductory tenant you do not have the right to mutual exchange with another tenant

## **6.2 Right to buy**

6.2.1 While you are an introductory tenant you do not have the right to buy

## **6.3 When a tenant dies (succession)**

6.3.1 If 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.

6.3.2 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.

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

## **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.

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**Revised Secure Tenancy Agreement**

**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 garage and 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>Serious offence</b>	An offence as prescribed by Schedule 2A Housing Act 1985
<b>Absolute Ground for Possession</b>	Where the Court must grant the landlord possession as long as they acted in line with the law
<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>Closure Order</b>	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
<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>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

<b>Total Rent</b>	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
<b>Sheltered Accommodation</b>	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

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## 1. SECURITY OF YOUR TENANCY

### 1.1 Using the property

- 1.1.12 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.13 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.
- 1.1.14 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy or unless a court orders you should be excluded or unless possession upon a ground for possession under Schedule 2 of the Housing Act 1985 is made out.
- 1.1.15 Unless you live in Sheltered Accommodation, you may sublet part of the property but not all of it. You must obtain our written permission before doing so. If you live in Sheltered Accommodation you have no right to sublet any part of the property at any time. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit. In addition to seeking to evict you, we will also consider applying to the court for an unlawful profit order, requiring you repay to us the profits of your unlawful subletting.
- 1.1.16 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**

### 1.5 Occupants and Visitors to the property

1.2.2 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.

1.2.3 If you live in Sheltered Accommodation you may not allow, permit or encourage any person to reside at the property, save for those expressly authorised by Stroud District Council, following the grant of the tenancy. If you allow any other person to reside at the property without Stroud District Councils consent, it will constitute a breach of tenancy and you could face eviction.

### 1.3 When we visit the property

1.3.2 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 and General Data Protection Regulations.

1.4.1 **Meaning of “Personal information”:** For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.

1.4.2 **What we may use personal information for:** By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:

- to carry out our obligations under this agreement;
- to carry out our obligations for general management of the estate and your property;
- to enforce our rights under this agreement;
- to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);
- to carry out our obligations to our other tenants.
- to comply with any other legal obligation; and
- for research, marketing, consideration of and implementation of new services for tenants.

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 **Who we may pass personal information to:** In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:

- any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;
- law enforcement officers;
- social services;
- local authorities;
- support agencies, and
- professional advisers.

1.4.4 If you leave your home owing rent or any other money to us, you also acknowledge that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other



similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

1.4.5 **Seeing your personal information:** You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example :

- information which identifies a third party who has not given their consent for the information to be passed on,
- information provided by an external agency on the understanding that it will not be disclosed,
- information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or Us
- information which could cause physical or mental harm to an individual,
- information which could cause commercial or financial damage to Us.

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

## 1.5 Legal proceedings

1.5.8 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:

- (v) By accepting a notice of termination from you (See Section 7).
- (vi) By accepting a surrender of tenancy from you (See Section 7).

1.5.9 We may also seek possession of your property using any of the grounds set out in Schedule 2 of the Housing Act 1985 as may be amended, from time to time. They currently include:

- (vii) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed
- (viii) 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.
- (ix) 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.
- (x) Ground 5: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant, or a person acting at the tenant's instigation.

1.5.10 In line with The Anti Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession, as may be amended from time to time. This currently means that the Court **must** make a possession order unless to do so would

be wrong under human rights, public or equality law. In the event of any of the following circumstances the Council may apply for possession:

- (vi) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence
- (vii) 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
- (viii) 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
- (ix) If the property is, or has been, subject to a Closure Order
- (x) 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

1.5.11 You will be served with a Notice informing you of our decision to apply for possession. If we are relying on an absolute ground, you have the right to request a review of the decision to serve this Notice but the timescales involved are limited:

- (ix) **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
- (x) You can choose to have your review conducted in person or without you being present
- (xi) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
- (xii) 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

1.5.12 We can chose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (i) Sending or posting it to, or leaving it at the Property;
- (ii) By affixing it to a prominent part of the Property such as window or door;
- (iii) By giving it to you or anyone at the address; or
- (iv) By sending it to your last known address.

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

1.5.14 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.

### **Rights of Third Parties**

1.6 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

## **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. The Notice will tell you how much you have to pay and when you must start paying it.

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. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.

### **2.2 Breach of Terms**

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

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

## **3. REPAIRS**

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

3.1.3 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.

3.1.4 If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we will may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.

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

3.2.5 We will maintain all aspects of the structure of the property.

3.2.6 We will maintain gas, water, electricity and sanitary systems in the property.

3.2.7 We will maintain space and water heating systems in the property.

3.2.8 We will maintain structures and water and electricity systems for shared areas.

### **3.3 Allowing us access**

3.3.1 You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.

3.3.2 We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.

3.3.3 If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.

### **3.4 Decanting**

3.4.2 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**

3.5.2 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**

3.6.5 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.

3.6.6 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.

3.6.7 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.

3.6.8 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

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

3.7.5 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the Property or pay our costs or doing so.

3.7.6 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.

3.7.7 You must not undertake any external decoration to the property without having our written permission to do so.

3.7.8 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**

3.8.11 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.

- 3.8.12 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.13 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.
- 3.8.14 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.15 Any costs incurred in taking legal proceedings against you will be recharged to you.

## 4. THE PROPERTY

### 4.1 Using the property

- 4.1.4 You must keep the property clean and tidy.
- 4.1.5 You must not store excessive amounts of furniture or material in the property.
- 4.1.6 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).

### Health and Safety in the property and communal areas

- 4.1.7 You must comply with any health and safety directions we give you, including:
- (i) Not smoking in the property when our staff, agents or contractors are visiting;
  - (ii) Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;
  - (iii) Not smoking or drinking alcohol in internal communal areas;
  - (iv) Not using electrical sockets in communal areas;
  - (v) Ensuring that fire doors are remained closed when not in active use;
  - (vi) Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;
  - (vii) Keeping escape routes clear and following evacuation procedures displayed in communal areas;
  - (viii) Any directions about not using loft spaces;
  - (ix) Not overloading electrical plug sockets within the property; and
  - (x) Removing an excess hoarded belongings when asked to do so.

### 4.2 Garden

- 4.2.11 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.
- 4.2.12 If you live in Sheltered Accommodation, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 4.2.13 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.

- 4.2.14 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.
- 4.2.15 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.
- 4.2.16 You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.
- 4.2.17 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**

- 4.3.9 If you have shared hallways and gardens you must keep those areas clean and tidy.
- 4.3.10 If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 4.3.11 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.
- 4.3.12 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**

- 4.4.9 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. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.
- 4.4.3 You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.
- 4.4.4 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 the property or any land that we own.
- 4.4.5 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**

## **4.5 Operating a business**

- 4.5.5 You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.
- 4.5.6 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**

## **4.6 Allowing us access**

- 4.6.5 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 inspection, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.
- 4.6.6 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.

## **4.8 Breach of terms**

- 4.8.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.
- 4.8.2 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.**

## **15.2 Community responsibilities**

- 15.2.1 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. Nuisance or annoying behaviour includes, but is not limited to:
- Playing loud music or amplified sound;
  - Shouting, banging or slamming doors;
  - DIY or operating domestic machinery between the hours of 9pm and 6am
  - Being abusive to others, including racist, homophobic, disablist, religious or sex-based abuse;
  - Behaving in an intimidating or threatening manner to others;
  - Regularly using foul language so that others can hear it;
  - Allowing dogs to bark excessively;
  - Not cleaning up any mess left by your pets;
  - Causing damage to property belonging to other people;
  - Gang related activity;

- Rubbish dumping;
- Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.

5.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:

- psychological
- physical
- sexual
- financial
- emotional

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 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.

5.2.7 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 You must not use the property for the purpose of storing, growing, making or consuming illegal drugs.

5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.

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



## 5.4 Pets and Livestock

- 5.4.7 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.
- 5.4.8 You must ensure that any pet you are responsible for:
- (ix) Is under proper control at all times.
  - (x) Is kept in a safe and hygienic manner.
  - (xi) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
  - (xii) Does not damage property belonging to Stroud District Council or our Contractors.
- 5.4.9 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.
- 5.4.10 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.4.11 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. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.
- 5.4.12 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

- 5.5.3 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.
- 5.5.4 Any costs incurred in taking legal proceedings against you will be recharged to you.

# 6. CHANGES TO YOUR TENANCY

## 6.2 Assigning your tenancy

- 6.1.1 There a number of ways you may be able to assign your tenancy.
- 6.1.2 The Court can order you to transfer your tenancy to your spouse or civil partner
- 6.1.3 With our written permission you may assign your tenancy to a person qualified to succeed to your tenancy (see clause 6.2 below).
- 6.2.4 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.
- 6.2.5 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.

- 6.2.6 We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.
- 6.2.7 If you live in Sheltered Accommodation your right to assign the tenancy may be limited or restricted due to the nature of such a tenancy and the need to carefully control those who occupy such accommodation. Stroud District Council reserves the right to refuse consent to assign a Sheltered Accommodation tenancy where the proposed assignment would be to a person who does not qualify for such accommodation.

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

- 12.1.1 A joint tenant will succeed to the tenancy as a sole tenant.
- 12.1.2 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:
- (iv) Are your spouse or partner and occupied the property as their only or principal home at the time of your death and throughout the 12 month period preceding your death; or
  - (v) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.
- 12.1.3 If your tenancy commenced on or after 1<sup>st</sup> April 2012, if you are a sole tenant, if you die your spouse or partner may succeed to your tenancy as long as they have occupied the property as their only or principal home at the time of your death.
- 12.1.4 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 be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

### **6.5 Changes to the tenancy conditions**

- 6.5.1 We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.

## **7. ENDING YOUR TENANCY**

### **7.1 Giving us notice**

- 7.1.3 You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.
- 7.1.4 The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) 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**

- 7.2.5 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.
- 7.2.6 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 and change the locks, which we will also charge you for.
- 7.2.7 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**

- 7.3.3 If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.
- 7.3.4 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**

- 7.4.3 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.

### **7.5 Other reasons why we may seek to end your tenancy**

7.5.1 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.

Revised Introductory Tenancy Agreement**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 garage and 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>Serious offence</b>	An offence as prescribed by Schedule 2A Housing Act 1985
<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>Closure Order</b>	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
<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>Livestock</b>	Animals used for the production of food, fibre or labour
<b>Total Rent</b>	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 2 of this agreement.
<b>Sheltered Accommodation</b>	Accommodation provided to you that is let for the purposes of sheltered accommodation and where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

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### 1. SECURITY OF YOUR TENANCY

#### 1.1 Using the property

1.1.17 Your introductory tenancy will last for 12 months unless it is extended by us in accordance with the procedure set out at Clause 1.5.4 below. If you have not breached any of your tenancy conditions during the 12 months your tenancy will automatically become secure.

1.1.18 You must live in the property we have let to you under this agreement and make it your only or principal home.

1.1.19 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.

1.1.20 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy, or unless a court orders you should be excluded or unless possession is ordered.

1.1.21 Whilst you are an introductory tenant you have no right to sublet any part of the property. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit.

1.1.22 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**

#### 1.6 Occupants and Visitors to the property

1.2.4 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. 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

1.3.3 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 and General Data Protection Regulations.

1.4.1 **Meaning of “Personal information”:** For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.

1.4.2 **What we may use personal information for:** By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:

- to carry out our obligations under this agreement;
- to carry out our obligations for general management of the estate and your property;
- to enforce our rights under this agreement;
- to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);
- to carry out our obligations to our other tenants.
- to comply with any other legal obligation; and
- for research, marketing, consideration of and implementation of new services for tenants.

We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.

1.4.3 **Who we may pass personal information to:** In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:

- any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;
- law enforcement officers;
- social services;
- local authorities;
- support agencies, and
- professional advisers.

1.4.4 If you leave your home owing rent or any other money to us, you also acknowledge that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

**1.4.5 Seeing your personal information:** You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example :

- information which identifies a third party who has not given their consent for the information to be passed on,
- information provided by an external agency on the understanding that it will not be disclosed,
- information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or Us
- information which could cause physical or mental harm to an individual,
- information which could cause commercial or financial damage to Us.

We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

## **1.5 Legal proceedings**

1.5.15 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:

- (vii) By accepting a notice of termination from you (See Section 7).
- (viii) By accepting a surrender of tenancy from you (See Section 7).

1.5.16 We may also seek possession of your property for breach of tenancy based on the Housing Act 1996. For example, possession may be sought if:

- (xi) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed
- (xii) 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 or serious offence committed in, or in the locality of, the dwelling-house.
- (xiii) 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

1.5.17 If you breach any of your tenancy conditions we may consider extending your introductory tenancy for 6 months.

1.5.18 You will be served with a Notice informing you of our decision to apply for possession or to extend your introductory tenancy. You have the right to review the decision to serve this Notice but the timescales involved are limited:

- (xiii) You must inform us either in writing or verbally of your request to review the Notice within 14 days of the Notice being served on you

- (xiv) You can choose to have your review conducted in person or without you being present
- (xv) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you
- (xvi) 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 or your tenancy may be extended for a further 6 months.

1.5.19 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (v) Sending or posting it to, or leaving it at the Property;
- (vi) By affixing it to a prominent part of the Property such as window or door;
- (vii) By giving it to you or anyone at the address; or
- (viii) By sending it to your last known address.

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

1.5.21 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.

### **Rights of Third Parties**

1.6 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

## **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. The Notice will tell you how much you have to pay and when you must start paying it.

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. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.

### **2.2 Breach of Terms**

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

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

## **3. REPAIRS**



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

3.1.5 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time period.

3.1.6 If you fail to notify us of a defect which is our responsibility to repair, as per 3.1.1, we will may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.

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

3.2.9 We will maintain all aspects of the structure of the property.

3.2.10 We will maintain gas, water, electricity and sanitary systems in the property.

3.2.11 We will maintain space and water heating systems in the property.

3.2.12 We will maintain structures and water and electricity systems for shared areas.

### **3.3 Allowing us access**

3.3.1 You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.

3.3.2 We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.

3.3.4 If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.

### **3.4 Decanting**

3.4.3 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**

3.5.3 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**

- 3.6.9 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 3.6.10 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.
- 3.6.11 You must do any repairs and replacements identified as your responsibility to our satisfaction and within a reasonable time, as specified by us.
- 3.6.12 You are responsible for insuring the contents of the property. We are **not** responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.

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

- 3.7.9 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the Property or pay our costs or doing so.
- 3.7.10 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 3.7.11 You must not undertake any external decoration to the property without having our written permission to do so.
- 3.7.12 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**

- 3.8.16 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.17 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.18 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.
- 3.8.19 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.20 Any costs incurred in taking legal proceedings against you will be recharged to you.

## **4. THE PROPERTY**

### **4.1 Using the property**

- 4.1.8 You must keep the property clean and tidy.

- 4.1.9 You must not store excessive amounts of furniture or material in the property.
- 4.1.10 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).

### **Health and Safety in the property and communal areas**

- 4.1.11 You must comply with any health and safety directions we give you, including:
- (xi) Not smoking in the property when our staff, agents or contractors are visiting;
  - (xii) Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;
  - (xiii) Not smoking or drinking alcohol in internal communal areas;
  - (xiv) Not using electrical sockets in communal areas;
  - (xv) Ensuring that fire doors are remained closed when not in active use;
  - (xvi) Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;
  - (xvii) Keeping escape routes clear and following evacuation procedures displayed in communal areas;
  - (xviii) Any directions about not using loft spaces;
  - (xix) Not overloading electrical plug sockets within the property; and
  - (xx) Removing an excess hoarded belongings when asked to do so.

## **4.2 Garden**

- 4.2.18 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.
- 4.2.19 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.
- 4.2.20 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.
- 4.2.21 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.
- 4.2.22 You must not commence any earth works or structural works in the garden without first obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.
- 4.2.23 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**

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

- 4.3.14 If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 4.3.15 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.
- 4.3.16 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**

- 4.4.10 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.
- 4.4.6 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.
- 4.4.7 You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.
- 4.4.8 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 the property or any land that we own.
- 4.4.9 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**

- 4.5.7 You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.
- 4.5.8 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**

- 4.6.7 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 inspection, which may include the

taking of photographs. Failure to provide access may result in legal proceedings against you.

- 4.6.8 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.

#### **4.9 Breach of terms**

- 4.9.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.

- 4.9.2 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.**

#### **20.2 Community responsibilities**

- 20.2.1 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. Nuisance or annoying behaviour includes, but is not limited to:
- Playing loud music or amplified sound;
  - Shouting, banging or slamming doors;
  - DIY or operating domestic machinery between the hours of 9pm and 6am
  - Being abusive to others, including racist, homophobic, disablist, religious or sex-based abuse;
  - Behaving in an intimidating or threatening manner to others;
  - Regularly using foul language so that others can hear it;
  - Allowing dogs to bark excessively;
  - Not cleaning up any mess left by your pets;
  - Causing damage to property belonging to other people;
  - Gang related activity;
  - Rubbish dumping;
  - Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property.

- 5.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality. The abuse can encompass, but is not limited to:

- psychological

- physical
- sexual
- financial
- emotional

- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 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.
- 5.3.6 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.
- 5.3.7 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 Using the property

- 5.3.1 You must not use the property for the purpose of storing, growing, making or consuming illegal drugs.
- 5.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.
- 5.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

#### 5.4 Pets and Livestock

- 5.4.13 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.
- 5.4.14 You must ensure that any pet you are responsible for:
- (xiii) Is under proper control at all times.
  - (xiv) Is kept in a safe and hygienic manner.
  - (xv) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
  - (xvi) Does not damage property belonging to Stroud District Council or our Contractors.
- 5.4.15 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.

- 5.4.16 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.4.17 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. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.
- 5.4.18 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**

- 5.5.5 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.
- 5.5.6 Any costs incurred in taking legal proceedings against you will be recharged to you.

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

### **18.1 Assigning your tenancy**

- 18.1.1 While you are an introductory tenant you do not have the right to assign your tenancy to another person, save you can pass your tenancy on to anyone who would have the right to succeed to it if you died (see clause 6.4.2 below).
- 18.1.2 The Court can also order you to transfer your tenancy to your husband wife or civil partner.
- 18.1.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.
- 6.2.4 We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.

### **6.3 Right to buy**

- 6.3.1 While you are an introductory tenant you do not have the right to buy

### **6.4 When a tenant dies (succession)**

- 6.4.1 A joint tenant will succeed to the tenancy as a sole tenant.
- 6.4.2 If you are a sole tenant, a person may qualify to succeed to your tenancy if they:
- (vi) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

- (vii) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.

6.4.3 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.

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

## **6.5 Changes to the tenancy conditions**

6.5.1 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**

7.1.5 You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.

7.1.6 The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) 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**

7.2.8 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.

7.2.9 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 and change the locks, which we will also charge you for.

7.2.10 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**

7.3.5 If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

7.3.6 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**



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

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

#### 7.5 **Other reasons why we may seek to end your tenancy**

7.5.1 There are a few examples of situations that may result in legal proceedings to evict you, even if you are keeping to the tenancy agreement. These include if:

- if you, or a person acting at your instigation has made a false statement, knowingly or recklessly which has induced us to grant this tenancy to you;
- we need to move you to redevelop your home and you refuse to move;
- your home becomes unsafe because major repairs are needed and you refuse to move out so that we can do the repairs;
- you have, or become the owner of, another home, which would, in our view, be reasonable for you to live in;
- the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.

7.5.2 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy. You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.

## HOUSING COMMITTEE

9 APRIL 2019

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<b>Report Title</b>	<b>REPAIRS AND MAINTENANCE SERVICE 2020</b>
<b>Purpose of Report</b>	To share with Housing Committee the outcome of the detailed service review and to seek authority to in-source the Repairs and Maintenance Services function from 1 April 2020
<b>Decisions</b>	<p><b>The Committee RESOLVES to:</b></p> <ol style="list-style-type: none"> <li>1. Approve the in-sourcing of the Housing Reactive Repairs and Maintenance (R&amp;M) Service from 1 April 2020.</li> <li>2. Approves Option 10 (App L) of the cost benefit analysis (CBA) report, and taking into account the risks and mitigations the potential contracting-out of a small proportion of the service delivery as described in Option X.</li> <li>3. Recommend to Strategy and Resources Committee and Council an additional revenue budget of £53k in 2019/20 and £132k in 2020/21 to cover the one-off implementation and set-up costs, and a new capital programme for HRA IT systems totalling £175k over 2019/20 and 2020/21.</li> <li>4. Agree delegated authority to the Head of Contract Services to progress and implement the insourcing of the R&amp;M Service, and procurement of all other support services as required in consultation with the Chair and Vice Chair of Housing Committee, Head of Legal Services and the Section 151 Officer.</li> </ol>
<b>Consultation and Feedback</b>	<p>Consultation consisted of:</p> <ul style="list-style-type: none"> <li>• Two workshops with a wide range of Council Officers, tenants and members in attendance</li> <li>• A presentation with Q&amp;A at Housing Review Panel</li> <li>• Briefings with the Chief Executive</li> <li>• Briefings with The Leader</li> <li>• Briefings with the Chair and Vice Chair of Housing Committee</li> <li>• Discussions with Finance</li> <li>• Discussions with the Head of Housing Services</li> </ul>

**Financial Implications and Risk Assessment**

The financial appraisal has been undertaken by an external specialist. It indicates that the proposed method of delivering repairs and maintenance would, after initial investment, be at a lower cost than alternative options.

Mobilisation costs of £430k have been identified in the report.

The revenue costs are expected to be £123k in 2019/20 and £132k in 2020/21. £70k is already included in the 19/20 budget as approved by Council in January 2019 and so the allocation of an additional budget of £53k is being requested. This could be funded from HRA general reserves.

The need for a new capital programme of £175k over two years for IT systems has also been identified. This could be funded from the Major Repairs Reserves.

All additional budgets would need to be approved by Council.

There is a potential cost of redundancy, but this will not be known until the structure and TUPE list is finalised.

Although a potential reduction in cost has been identified in future years, it is recommended that any surpluses are kept in a holding reserve over the short term to mitigate against any unforeseen costs.

There are significant risks associated with delivering parts of the service in house, and these would need to be closely managed. If successful it would provide more control of service delivery and better data on our housing and repairs.

Analysis of the costs will continue throughout the process.

Lucy Clothier, Principal Accountant

Tel: 01453 754343 Email: [lucy.clothier@stroud.gov.uk](mailto:lucy.clothier@stroud.gov.uk)

**Risk assessment by the report author**

Risks associated with the project but in particular those relating to insourcing are: - a decrease in productivity; greater health-and safety responsibilities; fluctuating costs of materials; equality of pay; and having the necessary resources to implement the transfer of services. Strong management of the transfer and robust implementation plans will ensure that these risks are effectively mitigated. Risks will be monitored through Excelsis for transparency.

<b>Legal Implications</b>	<p>The Committee has delegated authority to make this decision save that any additional budget must be approved by the Strategy and Resources Committee.</p> <p>There will be a number of additional legal implications relating to the actual mechanics of bringing any decision into effect but these do not impact upon this decision and will be dealt with by officers as part of the delegations set out in paragraph 4 of the recommendations.</p> <p>Patrick Arran, Interim Monitoring Officer Tel: 01453 754369 Email: <a href="mailto:patrick.arran@stroud.gov.uk">patrick.arran@stroud.gov.uk</a></p>
<b>Report Author</b>	<p>Joe Gordon, Head of Contract Services Tel: 01453 754190 Email: <a href="mailto:joe.gordon@stroud.gov.uk">joe.gordon@stroud.gov.uk</a></p>
<b>Options</b>	<p>Re-procure an outsourced service provision based on a split delivery model. Planned Repairs being delivered by a single contractor across the district and Reactive Repairs and Voids being delivered by a different contractor. Or delivery through any of the models outlined within the main report.</p>
<b>Performance Management Follow Up</b>	<p>A performance framework will be developed in line with sector norm, to reflect service, corporate and end users objectives. An integrated software system will provide enhanced levels of transparency for the service and will deliver a significant return on investment through a range of direct and indirect benefits.</p>
<b>Background Papers/ Appendices</b>	<p>Appendix A – Repairs &amp; Maintenance Option Appraisal and Cost Benefit Analysis (<a href="#">Appendices A - T</a> relating to this report have been published onto the Council's website and a hard copy is available in the Members' Lounge)</p> <p>Appendix B – IT Systems Costs</p>

## **1.0 Introduction**

- 1.1 The Council is currently undertaking an extensive business transformation programme, aimed at improving efficiencies, providing value for money, and improving customer satisfaction.
- 1.2 Tenant Services have a number of contracts in place to deliver asset related services for the upkeep of its retained stock. The major spend elements being related to day to day Responsive Repairs, Planned Programmes of work, Cyclical Painting, and smaller elements relating to Mechanical and Electrical functions.
- 1.3 Annually the service spends in excess of £3.5 million on repair and maintenance delivering a broad range of services.

- 1.4 Tenant Services have already successfully in-sourced its Gas Heating, service, following a decision made at an Executive meeting on Monday 8 April 2013.
- 1.5 The service has recently let a short term contract (2 years) for the provision of the repairs, and planned maintenance services in the south of the district following the early departure of Mears.
- 1.6 A review of ICT systems and software has been undertaken as part of the service review as it was prudent to do so.
- 1.7 This report sets out the options available to the Council for the provision of the repairs and maintenance service from April 2020 onward.
- 1.8 Limitations and scope of the review have been highlighted within the main supporting report at Appendix A.

## **2.0 Background**

- 2.1 Across all social housing providers nationally, repairs and maintenance is almost exclusively the number one priority for tenants.

It is generally considered that there is no 'one size fits all' operating model for the delivery of day-to-day housing repairs and associated services.

A lot has changed locally, and on a national level. The local government 'landscape', and that for social housing, looks very different. To ensure we continue to deliver the best possible service to our tenants we need to rethink how the R&M Service is delivered and consider the options available to us.

- 2.2 In 2014 a report presented to Stroud District Council Housing Committee indicated that Tenant Services would look at options to insource work streams as contracts came to an end.
- 2.3 In 2015 Stroud brought its Heating Servicing and repairs function in house. Over the past three years the organisation has seen increased levels of satisfaction in this area. This has largely been achieved through having a greater degree of control over the service and the flexibility to deliver a service which better suits the needs of our tenants.

SDC overall experience with internalising the heating servicing and repairs has been positive for both tenants and the Council. Feedback received suggests there is a greater degree of confidence experienced by tenants when the Council delivers services directly.

However while the internalisation of the heating service has been positive, we cannot look at this in isolation, excluding what may be other viable options including to continue delivery of the service using similar or existing models as present.

- 2.4 Provision of the repairs and maintenance service is currently split North and South across the district, provided by two separate organisations. The Council currently has differing arrangements with each of the two contractors due to the early termination of an existing arrangement.
- 2.5 Contractual arrangement for the delivery of the repairs and maintenance function with one of two incumbent contractors comes to an end on 31 March 2020, with no option to extend beyond the end date. The Second arrangement has a break clause aligned, with the above as a result of the initial term coming to an end; however in this instance an option exists to extend for a further six years by two terms of three years each.
- 2.6 Successive service providers have been unable to consistently provide a level of service provision which delivers high levels of customer satisfaction and which adequately protects the brand and reputation of the organisation. High levels of administration, supervision, and intervention have been required where adequate service provision has been achieved.
- 2.7 A review of IT Systems and processes was undertaken which highlighted that a disproportionate level of manual interventions is required to ensure transparency and efficiency of management processes.

Irrespective of the service delivery model chosen, it is clear that significant investment is required in ICT to ensure that the management tools and expertise required are in place. This would create the foundations needed to generate the performance levels expected of a top quartile repairs and maintenance service.

- 2.8 Workshops were undertaken with a range of stakeholders to look at, and evaluate a long list of eighteen viable options, which were eventually reduced to seven. Details are set out within the report Repairs & Maintenance Option Appraisal and Cost Benefit Analysis at Appendix A (See Appendix B&C within).

### **3.0 Stakeholder Engagement**

- 3.1 In order to identify the drivers and priorities for any new arrangements, stakeholders have been engaged to explore the benefits and issues experienced with the existing arrangements. This has helped to develop an understanding of the needs and aspirations of tenants and councillors in shaping the future provision.

Staff, Councillors and tenants came together to review the positives and negatives of a range of models for delivery.

3.2 Feedback from the two workshops which took place was used to reduce a long list of eighteen options down to four main types of delivery model, of which three included modified options making a total of seven models which were considered. Detailed descriptions of all delivery models are again set out within the main report at Repairs & Maintenance Option Appraisal and Cost Benefit Analysis Appendix A (see Appendix D within).

3.3 The final options considered were:

- a) Option **3** – Out sourced, traditional procurement, SOR, two contractors, one to deliver repairs and voids only and one to deliver planned works only
- b) Option **6** – Out sourced, traditional procurement, Open Book, two contractors, one to deliver repairs and voids only and one to deliver planned works only
- c) Option **10** – Hybrid, traditional procurement, Open Book, Two contractors, DLO to deliver repairs and voids, and out sourced contractor to deliver planned works - *includes modified options for DLO to start gradually on the volume of repairs, include modified options for the DLO to have a different constitution (WOS etc) – include modified options for the DLO to be managed by a management consultant/agent (through a procured route)*
- d) Option **15** – Fully in-sourced Wholly Owned Subsidiary delivering planned and repairs to all areas

Each option above to consider “dialogue aspects” during the procurement, not full competitive dialogue, but engagement through interview and presentations during the process

3.4 It is worth noting that the top six key drivers gleaned from workshop feedback were:

1. Control
2. Partnership and Collaborative Working
3. Value for Money
4. Skills and Behaviours
5. Customer Service
6. IT Systems

3.5 While we have made good progress in getting costs under control, these key themes taken from the workshops indicate that there is still some work required in a number of key issues largely characterised by silo working, trust, and value for money.

3.6 The workshops facilitated by Impart Links Consultancy made clear at the outset that Tenant Services had no particular view about which

delivery model is most appropriate other than, a pragmatic view would be taken based on each models ability to deliver quality services for stakeholders and represents value for money for the Council.

#### **4.0 Options Appraisal**

- 4.1 We have looked at the contracting options available to the Council. Seven options for the re-provisioning of repairs and maintenance were considered as set out in 3.3 above.

Each of the different service models can be seen to be working successfully given the right situation in different organisations. Best practice advice is that the optimal solution is one which will best serve the needs of the organisation's customers, its business drivers, and its stakeholders.

- 4.2 It was established that whilst a number of the options are relatively balanced in respect of cost, value for money and quality, Option 10 Hybrid (direct delivery/contractor approach) is seen as the best match for the Council's overall objectives for this service.
- 4.3 Insourcing the Service would strengthen partnership working with other Services. For example, it would enable the Service to support the new approach to housing management and to be an integral part of locally-based neighbourhood management.
- 4.4 The overarching reason for bringing repairs and maintenance in-house is the need to have more control to mitigate potential risks. There is a risk to reputation which is outside of our control when using larger contractors. When problems arise with an outsourced operation, it is difficult to affect change quickly especially with larger service organisations as we are often seen as small fish in a big pond.
- 4.5 The other reason for in-sourcing is to have greater control and sight of the costs associated with repairs and maintenance. Internalising the heating service has realised efficiencies of over £300k in less than three years which is a saving of over 18% when compared to outsourcing the works to an external organisation. (Figures are based on 2014/15 financial years figures, and uplifted by inflation).
- 4.6 Having greater control over the service provision means we would be able to react to the customers priorities more quickly, and gain much improved customer insight. There is also an opportunity to communicate a message of intent to stakeholders that SDC has recognised performance, service, and accountability is central to our relationship with them and extremely high on their agenda.



## **5.0 Finance**

- 5.1 As with most projects, some investment will be required at the outset to support project delivery.
- 5.2 The initial one-off implementation costs involved in insourcing the Service would amount to £430,645. However, in the long-term insourcing is the reactive maintenance element of the service is the most cost-effective option expected to achieve year-on-year sustainable savings for the Housing Revenue Account (HRA). Anticipated efficiencies are set out within the options appraisal.
- 5.3 Of the total set up cost, the insourced service would require £123,000 of revenue and £88,000 of capital in year one (19/20), and the balance in year two (20/21). This includes costs for the provision of or upgrading of the existing IT software, and early transfer or provision of key trades operatives to ensure there is no dip in service provision at the point of transfer.
- 5.4 The business model for a modern Insourced service is very different to the old days. Transparency is key and therefore ongoing financial appraisal and analysis will form part of the reporting mechanism to ensure Members and the Executive Team can remain reassured of commerciality of service.
- 5.5 For the benefit of comparison VAT for the insourced service when compared against an externalised provision is cost neutral.
- 5.6 The initial five year projections are set out on page 10 of the Repairs & Maintenance Option Appraisal and Cost Benefit Analysis report at Appendix A.

## **6.0 Opportunities**

- 6.1 Subject to legal and financial due diligence there would be opportunities for income generation not only in terms of Council budgets but also being able to provide services for third party organisations, leaseholders, and local businesses.
- 6.2 The neighbourhood benefits because the insourced service will be a local contractor, and will draw its workforce from the local community creating local sustainable employment and training opportunities.
- 6.3 Collaboration – growing a successful in-house team gives us the potential to work closely with other Social Housing providers across the region providing shared savings and efficiencies.
- 6.4 The option to bring the repairs service in-house, with certain elements contracted out to local specialist businesses where possible, should have a positive impact and give us some influence in terms of

economic growth and encouraging job creation. Delivering services through the 'Stroud Brand'.

- 6.6 Any contractual arrangement for the delivery of services including the current arrangements for the R&M Service, involves a degree of contractual inflexibility in how that service is delivered. Bringing the R&M Service in-house for direct delivery will enable the Council to use these resources collectively - exploring opportunities for joint benefits and better integration, thereby achieving efficiency savings for other Council Services.

## **7.0 Risks**

- 7.1 There are of course risks associated with the option to insource the Service (as indeed there are with all the other alternative delivery options discussed in the report), and some of these risks are significant. However, measures are and will continue to be in place to mitigate these, and if any of significantly escalate, or any significant new risks (including financial ones) emerge, a further report would be brought back to Housing Committee.
- 7.2 Key risks associated with insourcing the Service relate to: - a decrease in productivity; greater health-and-safety responsibilities; reputational; fluctuating costs of materials; pay; and having the necessary resources to implement the transfer of service. Strong management of the transfer and robust implementation plans will ensure that these risks are effectively mitigated.
- 7.3 As part of the risk mitigation strategy an overarching risk management plan will be developed and implemented for the duration of the project.

## **8.0 Conclusion**

- 8.1 There is increasing pressure from the Regulator of Social Housing to deliver value for money (VFM) and this is particularly relevant for the procurement and delivery of the repairs service. The size and value of repairs expenditure provides the Council with considerable opportunities to maximise the contribution that R&M can make to community sustainability through innovative procurement.

It is more important than ever that all Council Services are efficient and represent value-for-money, achieving better outcomes for customers with limited resources.

- 8.2 There are opportunities to apply a more agile approach to managing and future proofing the services we deliver. Not only will this be of benefit to stakeholders, through the delivery of a service they should rightly expect from their landlord, but there will also be a financial benefit to the organisation.

- 8.3 We recognise that there are a range of potential benefits and challenges to different types of arrangement, and have considered these carefully in coming to a view about the best model for the housing repairs service. Once fully integrated into the Council there will be further opportunities to create efficiencies within the service.
- 8.4 Notwithstanding the wish to have more control and influence over service provision, we believe that a well managed insourced service can make strong contribution to the community. For many of our stakeholders it may be the only face to face contact they have with the Council, and the service we provide is a direct reflection of us.
- 8.5 We realise that a huge cultural shift is required, as insourcing the service will involve transferring the current Mi-Space and NKS workforce delivering the R&M Service, into the Council, but believe that we will be able to realise our goal of providing great customer service by having direct control over service delivery.
- 8.6 Increasing customer satisfaction is a priority for us, and therefore insourcing gives us a unique opportunity to customise service delivery based on what our stakeholders say.

## **9.0 Recommendation**

- 9.1 We recognise that a number of key elements of the service would be best delivered by external contractors, and therefore do not intend to directly deliver internal or external planned works, cyclical painting, or other specialist work.
- 9.2 Internalise the delivery of reactive repairs.
- 9.3 Implement a suitable ICT system which brings together the R&M, Asset Management, and Contractor workforce functions on a single platform.
- 8.4 Develop in consultation with key stakeholders a Repairs Charter to meet the needs of all stakeholders.

This report should be read in conjunction with the Repairs & Maintenance Option Appraisal and Cost Benefit Analysis at Appendix A, along with the Appendices contained within.



## Repairs & Maintenance Option Appraisal and Cost Benefit Analysis

### Stroud District Council

H1757 R & M Consultancy Services



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**IL Reference:** J1309

**Date:** 15<sup>th</sup> March 2019

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## **3: Background and Context**

### **3.1 Stroud District Council**

Stroud District Council is a socially responsible landlord and want their tenants to live in their homes comfortably and independently.

They want their homes and estates to be sustainable, and be a place where people want to live as a matter of choice.

Social Housing providers are under increasing pressure to deliver better services for tenants, often for lower costs. As an organisation value for money is important to them and they want to explore every opportunity to deliver services which reflect this.

The Regulator for Social Housing (RSH) Value for Money Standard 2018 came into effect on 1 April 2018, which puts a revised focus on landlords to ensure every consideration is commercial arrangements for the provision of services

### **3.2 Existing Service**

In 2014 a report presented to Stroud District Council Housing Committee indicated that Tenant Services would look at options to in-source work streams as contracts came to an end.

In 2015 Stroud brought its Gas Servicing and repairs function in house. Over the past three years the organisation has seen increased levels of satisfaction in this area. This has largely achieved through having a greater degree of control over the service and the flexibility to deliver a service which better suits the needs of our tenants.

Provision of the repairs and maintenance service is currently split North and South across the district, provided by two separate organisations. The Council currently has differing arrangements with each of the two contractors due to the early termination of an existing arrangement.

Contractual arrangement for the delivery of the repairs and maintenance function with one of two incumbent contractors comes to an end on 31 March 2020, with no option to extend beyond the end date. The Second arrangement has a break clause aligned, with the above as a result of the initial term coming to an end; however in this instance an option exists to extend for a further six years by two terms of three years each.

SDC overall experience with internalising the Gas Servicing and repairs has been positive for both tenants and the Council, and the feedback received suggests there is a greater degree of confidence experienced by tenants when the Council delivers services directly. While the internalisation of the gas service has been positive, they cannot look at this in isolation excluding what maybe other viable options including to continue delivery of the service using similar or existing models as present.

### **3.3 Outline Commission Approach**

In October 2018 SDC commissioned Impart links to support in undertaking an options appraisal to explore the range of viable alternative/s for the delivery of service beyond the life of existing contractual arrangements. The process is split into 3 phases

### Phase One

- Undertake an options appraisal, exploring a range self delivery or shared service models which may be adopted by the Council
- Development of a business case/s, and cost model/s which supports the Councils preferred approach

***Subject to endorsement of the business case, and approach.***

### Phase Two

- Take a leading role to implement the preferred option
- Lead on supply chain requirement, and procurement for any new service
- Develop the overall project plan, timetable, and have responsibility for delivery
- Identify critical success factors
- Oversee the mobilisation of the new service in conjunction with key stakeholders

### Phase Three

- Undertake project reviews, facilitating workshops as necessary
- During the first year undertake financial and performance audits of the preferred service delivery model
- Identify, and advise on any commercial opportunities, and next steps to realising any potential gains
- Provide an annual performance review of service provision and its fitness for purpose

## **3.4 Phase 1 Approach**

Impart links and SDC agreed to split Phase One into 3 stages

### Stage 1 – Review of Existing Service (15<sup>th</sup> October to 15<sup>th</sup> December)

Objective: Understand and record the operational and commercial performance of the existing service as a benchmark for Benefit Analysis (BA) of future options

Project 1: Current Service Providers.

Review of the commercial and operational performance of the existing service providers

Project 2: Contract Services

Review of current and future maintenance expenditure of Contract Services, staff involved, and the cost of the operation

Project 3: Performance Data

Profile of the service based on historic repairs data, indicating repairs and voids ratios, planned works, types of repairs, geographical spread and the demand on the service

Project 4: Governance and Policies

Review of policy that governs the service and may impact future delivery

Project 5: IT and Communications

Review of IT interfaces and suitability



Project 6: Stage 1 Report (see **Appendix A** Forensic Review of Existing Service Report)  
Commentary on all findings: summarising the current cost and performance of the service as a benchmark for future options.

**Stage 2 – Long-list of Options (15<sup>th</sup> December to 24<sup>th</sup> January)**

Objective: Through workshops and using the stage 1 findings as a benchmark, a long list of options will be developed, reviewed and rationalised to form a shortlist (see **Appendix B & C** – Workshop Reports)

**Stage 3 – Short list of Options (21<sup>st</sup> January to 31<sup>st</sup> March)**

Objective: A final short list of options inclusive of a benefit analysis, risk appraisal, investment plan, procurement profile, mobilisation plan and recommendations for review and approval

**Stage 4 – Procurement and mobilisation of the preferred option (April 2019 onwards)**

## 4: Executive Summary

**ES1** In September 2015 Stroud District Council procured repairs and planned works through the tender “Responsive Repairs and Planned Maintenance Works Stroud District Council 2016 – 2026”. Mears Limited was the successful contractor in the Southern Region and NKS Contracts (Central) Limited was the successful contractor in the Northern Region

During 2017 SDC terminated the contract of Mears Limited and re-procured the work for the Southern Region. Mi-space (UK) Limited were the successful contractor

Contractor	Region	Work Type	Contract Ends	Extension Option
NKS	North	Repairs & Planned	March 2020	Yes – 2 terms of 3 years each
Mi-space	South	Repairs & Planned	March 2020	No

**ES2** Commercial and operational delivery statistics derived from the review of existing service indicate lower than average repair and void volumes annually and generally lower than average costs.

Category	Statistic	Benchmark
Price per Repair	£96.63	Lower than Average
Price per Void	£2,608	Average
Price per Plot	£326	Lower than Average
Repair Ratio	1.81	Lower than Average
Voids Ratio	5%	Lower than Average
Average Kitchen Cost	£4,684	Higher than Average
Average Bathroom Cost	£3,061	Lower than Average
Mi-space NHF Repairs	7.0%	Average
Mi-space NHF Voids	9.0%	Average
NKS NHF Repairs	24.3%	Higher than Average
NKS NHF Voids	-19.7%	Lower than Average

The statistics indicate a low demand on the service either due to tenants reticence to use or that SDC stock is of generally good quality. Low demand can impact service efficiency in the management of operatives and can impact tenant satisfaction.

**ES3** The commercial delivery of the existing service appears to demonstrate value for money in comparison to similar service providers. Attendees at workshop 1 (Tenant Services Officers) were asked to describe their perception of the current service, their responses indicate issues with the service

- 1 Mediocre
- 2 Quite poor
- 3 Room for improvement
- 4 Different views on the use of the Schedule of Rates
- 5 Poor communications

- 6 Always chasing to see if work has been completed
- 7 Incomplete work

**ES4** Workshop 1 participants were asked to elaborate on their perception of the service by scoring NKS and Mi-space out of 10 (the whole service and individual work streams)

North		South	
<b>NKS Overall Performance</b>	<b>7</b>	<b>Mi-Space Overall Performance</b>	<b>4</b>
Responsive Repairs	6	Responsive Repairs	4
Voids and major voids	9	Voids and major voids	4
Planned work; kitchens, bathrooms, electrical, heating (voids), aids and adaptations, environmental work	8	Planned work; kitchens, bathrooms, electrical, heating (voids), aids and adaptations, environmental work	4

**ES5** Workshop 1 participants concluded (supported by Impart links findings from other similar service reviews) that external contractors usually specialize in either planned repairs or reactive repairs and operationally struggle when delivering a combination of the two

**ES6** Workshop 1 participants indicated their primary drivers (see **section e** of **Appendix B**) in relation to future repairs and maintenance options: Control, enhanced partnership and collaborative working, value for money, aligned skills and behaviors, improved customer service and improved IT systems were agreed to be the top six drivers

**ES7** A long list of options (18no) was developed (see **Appendix D**) and based on the findings from the review of the existing service carried out by Impart links, SDC Officers perception of the existing service and the drivers moving forward, participants of Workshop 1 proposed a shortlist of 3 options

Option	Type	Model	Procurement	Commercial Administration	Region (s)	Contractor (1)	Contractor (2)	Score / 10
3	Out-sourced	Main Contractors	Traditional	NHF SOR	One	Repairs	Planned	7
6	Out-sourced	Main Contractors	Traditional	Open Book	One	Repairs	Planned	8
11	Hybrid	DLO & MC	Traditional	Open Book	One	Part Repairs DLO (Phased take-up)	Part Repairs & Planned	9

**ES8** Workshop 2 was undertaken in January 2019 with Councilors, Tenant Representatives and Officers from other departments within SDC (who were not in attendance in Workshop 1)

A presentation was shown (see **Page 18 to 57** of **Appendix C**) summarizing the findings from the process. Participants confirmed their drivers for the new service (which were similar themes to those indicated within Workshop 1)

Driver		Priority Score	Priority
1	IT systems	15	1
2	Customer Service	14	2
3	SDC Culture	13	3
4	Communications (SDC and Contractors)	9	4
5	Customer Ownership	9	5
6	Single Point of Contact	6	6
7	SDC NVQ (with local colleges)	6	7

**ES9** Reviewing the long list of options whilst considering the agreed drivers and shortlist from Workshop 1, Workshop 2 participants agreed the final shortlist that would receive “benefit analysis”

Cost Benefit Analysis								
Option	Existing	3	6	10	10a	10b	10c	15
Commercial Administration Method	SOR	SOR	Open Book	Open Book	Open Book	Open Book	Open Book	Open Book
Number of Contractors	2	2	2	2	2	2	2	1
Contractor Mix	Outsourced	Outsourced	Outsourced	DLO & Outsourced	DLO & Outsourced	WOS & Outsourced	DLO & Outsourced	DLO
Contractor 1	Repairs & Planned	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs & Planned
Contractor 2	Repairs & Planned	Planned	Planned	Planned	Planned	Planned	Planned	
Geographical Area	Split Area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area
Modification		Immediate start	Immediate start	Immediate start	DLO gradual start	Immediate start	Immediate start	Immediate start
Management of DLO				SDC	SDC	SDC	Management Con	Management Con
Dialogue aspects of procurement		Yes	Yes	Yes	Yes	Yes	Yes	Yes

**ES10** Benefit analysis compares cost, risk and the potential to achieve the agreed drivers of the existing service against each of the proposed options. To facilitate the benefit analysis a number of assessments are required

- Revenue Budget Breakdown (**Appendix E**): Using the agreed 19/20 revenue budget, the budget categories and forecast revenue that will be applicable to services within the shortlist of options can be ascertained.
- Capital Budget Breakdown (**Appendix F**): Using the agreed 19/20 Capital budget, the budget categories and forecast revenue that will be applicable to services within the shortlist of options can be ascertained.
- Option Budgets (**Appendix G**): Based on the assessments made within **Appendix E & F**, a budget for each of the shortlisted options can be calculated

Option Appraisal - Annual Budget	
Option Appraisal Work Stream	Annual Budget
Repairs & Voids	2,597,004
Planned	4,974,313
<b>Total</b>	<b>7,571,317</b>

Repairs and voids budget includes £650,000 of major voids and Aids and Adaptations (from Capital)

Stroud District Council - Agreed Options for CBA								
Option	3	6	10	10a	10b	10c	15	
Commercial Administration Method	SOR	Open Book	Open Book	Open Book	Open Book	Open Book	Open Book	
Number of Contractors	2	2	2	2	2	2	1	
Contractor Mix	Outsourced	Outsourced	DLO & Outsourced	DLO & Outsourced	WOS & Outsourced	DLO & Outsourced	DLO	
Contractor 1	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs & Planned	
Annual Budget - Indicative	2,597,004	2,597,004	2,597,004	613,622	2,597,004	2,597,004	7,571,317	
Contractor 2	Planned	Planned	Planned	Planned	Planned	Planned		
Annual Budget - Indicative	4,974,313	4,974,313	4,974,313	6,957,695	4,974,313	4,974,313		
Geographical Area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area	
Modification	Immediate start	Immediate start	Immediate start	DLO gradual start	Immediate start	Immediate start	Immediate start	
Management of DLO				SDC	SDC	Management Con	Management Con	
Dialogue aspects of procurement	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

- Option 10a – DLO gradual start delivering 50% of the responsive repairs only. External contractor to deliver remaining 50% of repairs plus all voids and planned works
- Budget Analysis, Reasonableness and Operational Targets (**Appendix H**): SDC Finance Department have based the 19/20 budget on estimated outturns and average costs (assumptions from various data sources), Appendix H assesses these assumptions against the findings from the 17/18 service review, to
  - Evaluate the reasonableness of the budget
  - Compare finance assessment (quantity and unit rate) against Impart links assessment

- Generate operational quantities so that the Cost Benefit Analysis can be calculated (in particular delivery organograms)

**Budgets and quantities for Shortlist Options**

Final for Options				
Budget Heading	Value	Annual Quant	Average	Comments
Reactive repairs	851,764	7,689	111	Based on service review statistics - lower average cost than finance, greater quantity of repairs
Out of hours service	23,000	1	23,000	Allowance from finance budget
Handyman	23,240	1	23,240	Allowance from finance budget
Electrical Remedial Works	311,000	2,074	150	Based on quantity of repairs delivered in 17/18 (no detail in finance) headroom as PPR is £106.09 in 17/18
Smoke Detector Servicing	18,000	1	18,000	Allowance from finance budget
<b>Reactive Repairs Total</b>	<b>1,227,004</b>			
Minor Voids	720,000	300	2,400	17/18 was 277 voids @ £2,608, Finance 400 @ £1,800 (high volume, low cost) rationalise to 300 voids
Major Voids	450,000	25	18,000	Allowance from finance budget
Adaptations	200,000	1	200,000	No comparison from 17/18 and no detail from finance - include as a lump sum
<b>Voids Total</b>	<b>1,370,000</b>			
<b>Repairs Work Stream Total</b>	<b>2,597,004</b>			
Kitchens	576,623	100	5,766	Finance indicate 107 @ £5,389, service review 92 @ £4,684 - allow for 100
Bathrooms	771,750	225	3,430	Finance assessment reasonable
Doors	382,500	450	850	Door costs have increased - reduce Finance Assessment on quantity
Windows	609,600	300	2,032	Finance assessment reasonable
External Works	2,192,840	107	20,494	Finance assessment reasonable
Minor Works	229,000	73	3,137	Finance assessment reasonable
Electrical	212,000	80	2,650	Finance assessment high average cost - increase quantity to match market rate
<b>Planned Work stream Total</b>	<b>4,974,313</b>			

A repairs budget of £2,597,004 on stock of 5,756 equates to a PPP of £451.18 which is reasonable (based on the service review assessment)

- Option Organograms (**Appendix I**): Based on the final delivery targets as detailed within **Appendix H**, management structure and number of operatives required for each option was calculated
- Review of Client Side Costs & Service Charges (**Appendix J**): An assessment of Client side staff costs directly attributable to the repairs voids and planned work streams

**ES11** To enable comparison of the cost of each option, an assessment was undertaken to calculate the future cost of delivery (using the operational targets within **Appendix H**) based on the existing service delivery by NKS and Mi-Space (see **Appendix K**) This is known as the **CBA Benchmark** and calculates the annual cost of service at £8,467,062

**ES12** A cost profile was calculated for each shortlisted option including costs for

<b>Mobilisation</b>	All costs to mobilise the contract for a 12 month period prior to commencement in April 2020
<b>Delivery</b>	All costs to deliver the service on an annual basis including management, operatives, materials, plant, subcontractors, premises, vans
<b>Client Side</b>	Costs of SDC tenant services department directly attributable to the service including on-costs and support service charges

**ES13** The cost profile for each option created a cost benefit analysis against the CBA Benchmark (Full CBA calculations are found within **Appendix L to R**)

Cost Benefit Analysis									Added
Option	Existing	3	6	10	10a	10b	10c	15	X
Commercial Administration Method	SOR	SOR	Open Book	Open Book	Open Book	Open Book	Open Book	Open Book	Open Book
Number of Contractors	2	2	2	2	2	2	2	1	2
Contractor Mix	Outsources	Outsourced	Outsourced	DLO & Outsourced	DLO & Outsourced	WOS & Outsourced	DLO & Outsourced	DLO	DLO
Contractor 1	Repairs & Planned	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs	Repairs & Planned	Repairs & Voids
Contractor 2	Repairs & Planned	Planned	Planned	Planned	Planned	Planned	Planned		Planned
Geographical Area	Split Area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area	Whole area
Modification		Immediate start	Immediate start	Immediate start	DLO gradual start	Immediate start	Immediate start	Immediate start	Immediate start
Management of DLO				SDC	SDC	SDC	Management Con	Management Con	SDC
Dialogue aspects of procurement		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Costs									
Costs	Existing	3	6	10	10a	10b	10c	15	X
Mobilisation	63,750	143,750	143,750	425,765	395,815	669,205	474,550	576,950	430,645
Repairs	1,047,092	1,262,007	1,262,007	1,118,199	844,524	1,143,846	1,162,449	1,165,533	1,161,924
Voids / A & A	1,480,172	1,472,900	1,472,900	1,497,830	0	1,532,184	1,642,192	1,646,548	1,494,041
Planned	4,801,444	4,801,444	4,801,444	4,801,444	6,805,163	4,801,444	4,801,444	4,801,444	4,801,444
Client Side Costs	1,074,604	1,074,604	1,074,604	710,958	991,504	710,958	710,958	710,958	710,958
<b>Total</b>	<b>8,467,062</b>	<b>8,754,705</b>	<b>8,754,705</b>	<b>8,554,197</b>	<b>9,037,005</b>	<b>8,857,637</b>	<b>8,791,593</b>	<b>8,901,433</b>	<b>8,599,012</b>
Cost Benefit		287,643	287,643	87,135	569,943	390,575	324,531	434,371	131,950
Budget (excluding Client Side)	7,571,317								
Cost Benefit (Against Budget)		108,785	108,785	271,922	474,184	575,362	509,319	619,159	316,737
Cost Benefit (Against Budget & Client)		108,785	108,785	-91,724	391,084	211,716	145,673	255,513	-46,909
Five Year Plan (3% year on year inflation)									
	2020/21	2021/22	2022/23	2023/24	2024/25	Total	Headroom from Existing	Rank	
Budget including Client Side Costs	8,645,921					8,645,921			
Existing	8,467,062	8,655,412	8,915,074	9,182,526	9,458,002	44,678,076			
Option 3	8,754,705	8,869,284	9,135,363	9,409,423	9,691,706	45,860,481	1,182,406	7	
Option 6	8,754,705	8,869,284	9,135,363	9,409,423	9,691,706	45,860,481	1,182,406	7	
Option 10	8,554,197	8,372,285	8,623,453	8,882,157	9,148,622	43,580,714	-1,097,362	1	
Option 10a	9,037,005	8,900,425	9,167,438	9,442,461	9,725,735	46,273,065	1,594,990	6	
Option 10b	8,857,637	8,434,085	8,687,107	8,947,721	9,216,152	44,142,702	-535,374	3	
Option 10c	8,791,593	8,566,555	8,823,551	9,088,258	9,360,906	44,630,863	-47,212	4	
Option 15	8,901,433	8,574,218	8,831,444	9,096,388	9,369,279	44,772,763	94,687	5	
Option X	8,599,012	8,413,418	8,665,821	8,925,795	9,193,569	43,797,615	-880,460	2	

**ES14** The key characteristics of each option is summarised as follows. The detailed CBA cost profiles for each option can be found in **Appendix L to R**

**Option 3:** Outsourced delivery by external contractors, one contractor to deliver planned works and one contractor to deliver repairs and voids. Works to be commercially administered traditionally via the NHF schedule of rates

Mobilisation costs	<b>£143,750</b>
Additional Year 1 projected costs in comparison to existing	<b>£287,643</b>
Additional Five Year costs in comparison to existing	<b>£1,182,406</b>

**Option 6:** Outsourced delivery by external contractors, one contractor to deliver planned works and one contractor to deliver repairs and voids. Works to be commercially administered “open book” on a partnered basis

Mobilisation costs	<b>£143,750</b>
Additional Year 1 projected costs in comparison to existing	<b>£287,643</b>
Additional Five Year costs in comparison to existing	<b>£1,182,406</b>

**Option 10:** In-sourced delivery of repairs and voids (DLO). Planned works delivered by external contractors. The DLO will commence operations delivering all repairs and voids in the first year from April 2020 onwards

Mobilisation costs	<b>£425,765</b>
Additional Year 1 projected costs in comparison to existing	<b>£87,135</b>
Additional Five Year costs in comparison to existing	<b>-£1,097,362</b>

**Option 10a:** In-sourced delivery of repairs and voids (DLO). Planned works delivered by external contractors. The DLO will commence operations in April 2020 but on a gradual basis delivering approximately 50% of repairs, the external contractor will support the DLO in year 1 delivering the remaining repairs and all of the voids

Mobilisation costs	<b>£395,815</b>
Additional Year 1 projected costs in comparison to existing	<b>£569,943</b>
Additional Five Year costs in comparison to existing	<b>£1,594,990</b>

**Option 10b:** In-sourced delivery of repairs and voids through a Wholly Owned Subsidiary model. Planned works delivered by external contractors. The WOS will commence operations delivering all repairs and voids in the first year from April 2020 onwards

Mobilisation costs	<b>£669,205</b>
Additional Year 1 projected costs in comparison to existing	<b>£390,575</b>
Additional Five Year costs in comparison to existing	<b>-£535,374</b>

**Option 10c:** In-sourced delivery of repairs and voids (DLO). SDC will procure a Management Consultant/Contractor to manage the DLO on a long term basis. Planned works delivered by external contractors. The DLO will commence operations delivering all repairs and voids in the first year from April 2020 onwards

Mobilisation costs	<b>£474,550</b>
Additional Year 1 projected costs in comparison to existing	<b>£324,531</b>
Additional Five Year costs in comparison to existing	<b>-£47,212</b>

**Option 15:** In-sourced delivery of repairs, voids and planned works (DLO). SDC will procure a Management Consultant/Contractor to manage the DLO on a long term basis. The DLO will commence operations delivering all works in the first year from April 2020 onwards

Mobilisation costs	<b>£576,950</b>
Additional Year 1 projected costs in comparison to existing	<b>£434,371</b>
Additional Five Year costs in comparison to existing	<b>£94,687</b>

**Option X:** A new option introduced by SDC during the CBA process. Repairs and voids will be in-sourced. The DLO will directly deliver repairs through directly employed operatives and manage and deliver voids through procured local building contractors (whereas option 10 voids are delivered by direct operatives) Planned works will be delivered by external contractors. The DLO will commence operations delivering all repairs and voids in the first year from April 2020 onwards

Mobilisation costs	<b>£430,645</b>
Additional Year 1 projected costs in comparison to existing	<b>£131,950</b>
Additional Five Year costs in comparison to existing	<b>-£880,460</b>

**ES15** The Cost benefit analysis received two revisions during the process.

Revision 1 – Addition of option X and increased IT costs for installation and annual running costs of repair and contractor workforce modules

Revision 2 – Cost adjustments post review by the Finance Department. Additional costs for the DLO Manager position, additional costs for support services and additional costs for the premises

**ES16** Each CBA profile reviews the impact of delivery on client side staff numbers. Option 10 for example requires 8 full time positions to manage the service. When these positions have been filled there would be duplication of roles within the Tenant Service Department. Posts and costs have been removed from the Client Side Costs for duplication in each example (where applicable). No allowance has been made within the CBA for any redundancy costs



**ES17** Other than cost benefit of each option, the appraisal also considered other factors (linked to the SDC drivers agreed within the workshops). Each driver is given a weighting out of 10

SDC Driver	Weighting
Service delivery control	10
Customer experience	9
Local employment	6
Pound retained in Stroud	6
Cost benefit / value for money	8
Ease of mobilisation	4
Aligned skills and behaviours	7
Branded delivery vehicle	5
Limit the commercial failure risk	8
Limit the operational failure risk	8

Each option was scored against each Driver and a final score was derived (see **Appendix S – Options Weighted Scores**)

The options were scored and ranked as follows

Option	Score	Percentage	Ranking
Option X	545	77%	1 <sup>st</sup>
Option 10	518	73%	2 <sup>nd</sup>
Option 10b	510	72%	3 <sup>rd</sup>
Option 10c	499	70%	4 <sup>th</sup>
Option 10a	489	69%	5 <sup>th</sup>
Option 15	476	67%	6 <sup>th</sup>
Option 6	416	59%	7 <sup>th</sup>
Option 3	400	56%	8 <sup>th</sup>

**ES18** There are risks to be considered for all options and during mobilisation these risks will need to be carefully considered and mitigated.

Risks are specific to each option but can generally be classified and split whether the service is in-sourced or outsourced focused

Outsourced Risks	In-sourced Risks
Limited control on the quality aspects of the service	Once the service has been established demand by customers can increase which can impact budget
Business failure impacting service	Commercial risk
Low customer satisfaction	Negative perception of DLO's
Service driven by profit rather than quality	Reduced performance until the service "finds its feet"
Limited control on the "pound being spent in Stroud"	Skills gap impacting the employment of "quality" operatives and managers
Limited control on local employment	Mobilisation can be costly and draining on resources
Limited control on cost	Compliance and health and safety
Behaviours and culture not aligned	Impacts internal departments such as HR, Finance and IT

## Recommendation

This report concludes that Option X and Option 10 are the most beneficial options moving forward for Stroud District Council and its Tenants for the future.

Both options are variations of the same theme and can be mobilised the same initially then varied dependant on whether direct delivery of voids by operatives or local building contractors becomes more operationally viable to Stroud District Council



# FINAL REPORT:

## Current IT system costs

25<sup>th</sup> January 2019



## IT costs: Manual processes, time and cost study

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## Executive Summary

**ES1** During the forensic review of the Repair and Maintenance service, a review of the current IT systems was carried out (H1757, Phase 1, Stage 1, Section 5). It was identified that there were a number of time consuming manual processes taking place as a result of the current IT systems not interfacing well and not being able to present information efficiently and effectively.

This report is following on from those observations to establish a time or opportunity cost and monetary cost of these manual processes or 'work arounds'.

**ES2** Eight different job roles, some with multiple personnel are involved in these processes each week. The maintenance advisors spend the most time on these tasks and spend a combined total of 45.5 hours per week competing these processes. This is equivalent to more than one Full Time Employee (FTE).

**ES3** In total across the 8 different jobs roles 110 hours per week are spent completing tasks that could be mitigated by improved or new systems.

This equates to approximately 440 hours per month, or almost 3 Full Time Employees.

Job Role	Hours/week
Asset Information and Support Officer	8.5
Contracts Assistant	2.25
Gas Scheduler	24
Head of Service	1.25
Maintenance Advisor	45.5
Senior Maintenance Advisor	20
Senior Scheduler	8
Service Area Managers	1.25
<b>Total Hours per week</b>	<b>110.75</b>

**ES4** Brief description of activities, personnel involved, time spent and associated cost below:

Issue	Description	Job Role	Cost/ Year
Reports from Northgate	Utilising Business objects which not always up to date and difficult to use	Maint Advisor 1 day a week	£ 5,491.57
Work Programmes	Difficult to administer, and hard to undo any errors	Snr Maint Advisor 1.5 days a week	£ 12,187.19
Notes	No indicator if there are any notes or not - have to search	Maint Advisor 1/2 day a week	£ 2,745.79
Works Orders/Inspections raised on the incorrect address	If errors occur jobs cannot be transitioned to another address they are cancelled and started again	Maint Advisor 2 hours a week	£ 1,372.89
Disabilities	Detail about client disabilities/ needs is not available	Maint Advisor 1 hour a week	£ 686.45
Asbestos reports	There is no link to the asbestos reports - a separate search has to be conducted	Maint Advisor 2 hours a week x 4	£ 5,491.57
LGSRS	In hard copy and have to be scanned in	Gas Scheduler 1 day a week	£ 5,491.57
No Dynamic Scheduling Tool	Appointments are manually entered inot Klik, Keystone and Outlook	Gas Scheduler 2 days a week	£ 10,983.14
Support Interface between SDC and Contractors (Baris)	Repairs order through North gate and Baris require manual intervention to get to invoice stage	Maint Advisor 2.5 days a week	£ 13,728.93
Budgets	A manual spreadsheet is kept for Budget Monitoring - Northgate, Klik, Keystone and Unit 4 (Finance system) are not interfaced.	Service Area Managers 3 hours a month	£ 1,015.60
Budgets	As above	Head Of Service 3 hours a month	£ 1,616.08
Performance Report	Performance report is manually produced	Contracts Assistant 1 hour a month	£ 171.61
Performance Report	Performance report is manually produced	Service Area Managers 1 hour a month	£ 253.90
Performance Report	Performance report is manually produced	Head Of Service 1 hour a month	£ 404.02
KPI's	The SDC Kpi's are manually run from Business Objects . SDC are also reliant on the contractor sending accurate KPI's	Maint Advisor 1.5 hours a month	£ 343.22
Invoicing	Invoicing is currently reconciled manually on Northgate for non-Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed	Senior Scheduler 1 day a week	£ 8,124.77
Invoicing	Invoicing is currently reconciled manually on Northgate for non-Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed	Snr Maint Advisor 1 day a week	£ 5,491.57
Invoicing	Invoicing is currently reconciled manually on Northgate for non-Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed	Asset Information and Support Officer 1 day a week	£ 5,491.57
Dashboard for Repairs - No. of repairs against budgets etc	This information is not automatically available on Northgate. A report needs to be written in business objects	Maint Advisor 2 hours a week	£ 1,372.89
Elements replaced on Repairs	Run a report through Business Objects to pull the information from Northgate and Update Keystone with the New Component Install manually.	Asset Information and Support Officer 2 hours a month	£ 343.22
Keystone Stock Condition	When a SCS is scheduled onto the tablet the Team still required book appointments in Outlook. This is double entry as there is no scheduling element on Keystone.	Contracts Assistant 2 hours a week	£ 1,372.89

£ 84,180.46
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**ES5** The associated costs of the time spent by the given employees is £7,015 per month, or £84,160 per year.

**ES6** A 2014 ITT review found that it would be more beneficial and cost effective to install new systems that link with existing Keystone Asset management systems (i.e. replace Northgate) than to try and upgrade existing systems.

- ES7** Since the 2014 report there has been some investment but these have been on 'add ons' such as BARIS and CLIK, rather than improving the systems in an holistic manner.
- ES8** The opportunity cost of the current systems is 440 hours per month. This is the amount of time utilised completing tasks due to the failings of the current system that could be used elsewhere in the business
- ES9** If systems were installed that automated and/or streamlined the processes outlined there would effectively be a monetary contribution of £84,160 through efficiencies achieved.

## ***Recommendations***

- R1** There are currently 440 hours per month of 'waste time' (i.e. time spent due manual processes required because of the systems in place). This is an inefficiency that cannot reasonably continue – Some action needs to be taken to break the status quo.
- R2** There are 2 options moving forward (as laid out in the 2014 IT analysis):
- Invest in current systems to achieve a desired standard
  - Invest in new systems to achieve a desired standard
- R3** A review of the 2014 report to take place to ensure that the basis of its findings, conclusions, and recommendations are still relevant. Including receiving up to date prices for upgrades and new systems from Acivica.
- R4** Establish whether existing systems can feasibly be upgraded to desired standard (it seems unlikely in that the 2014 report was 4 years ago) – if not rule this out as an option.
- R5** Calculate costs of installing new systems and subsequent subscription costs. Weigh these costs against current inefficiency cost per annum of £84,160.00.
- R6** Create an outline plan including stakeholders, systems affected, critical dates, and costs for feasibility.
- R7** Complete as soon as possible! Current systems are effectively costing £7,015.00 per month in labour alone.



## 1. Introduction

- 1.1. Impart links are currently working with Stroud District Council as consultant reviewing current R&M services and looking to the future with regard to different potential administrative models.
- 1.2. As part of this role a forensic review of current service was carried out in late 2018. This review highlighted that there were some issues with the current IT systems. Mainly that there are several different systems used for different parts of the business which do not interface, causing a requirement for manual processes.
- 1.3. Joe Gordon and the team were aware that manual processes have become part and parcel of the day to day running of the service, and with that being externally validated has requested that Impart links quantify the time spent by the team and the associated costs.
- 1.4. This report will seek to:
  - ⊕ List all 'extra over' processes that are currently completed by a manual, or long winded process, that could feasibly be streamlined or included within a system
  - ⊕ Identify job roles taken away from primary function to complete these processes
  - ⊕ Drill down time resources utilised each process
  - ⊕ Establish associated costs

## 2. Systems

1.1. Most of the issues found are due to the fact there are multiple systems used across the business that do not interface/ share information.



1.2. Northgate is the housing management system holding all tenancy and housing information. This system is utilised for:

- All rental information; payments due, overdue, balances
- Tenant information; Names, contact details, flags
- Repairs; Logging, status, inspection regime, variation flags, audit trail, payment scheduling/ approvals
- Contractor invoicing, logging
- Asbestos report link from Keystone



1.3. Keystone is the asset management database and is constantly updated through the surveys conducted through the Foundation based tablets. Keystone holds all asset detail including:

- All asset detail:
  - KAM, Keystone Asset Management; Address, age, archetype of building, estate data, component data; type quantity, replacement date, warranty information
  - KSI, Keystone Servicing Information Service programmes, compliance data (audit trail and certificates), EPCs
  - KPM, Keystone Planned Maintenance; Planned works data, programmes, live updates
  - KAR, Keystone Asbestos Register; Asbestos reports, audit trail
  - FOUNDATION, the surveying software for the tablets which feed information directly into Keystone
- Tenant details (Pulled from Northgate each night)
- Audit trail of communications with contractors though Contractor Access Portal (CAP)

## CAP

1.4. Contractor Access Portal is the interface between the planned works contractor and Keystone. This enables:

- Contractor to view all allocated jobs
- Contractor to update at any given time straight to Keystone (audit trail)
- Contractor to complete jobs; live updates
- Convey any other relevant detail data (tenant info etc.)



1.5. Click is the scheduling tool is currently **only used by the Gas team** for SDC in-house gas services. Click holds all address information but no tenant information. Click is utilised for:

- Scheduling gas services
- Scheduling boiler/heating installs
- Scheduling gas repairs



1.6. Baris is the interface between Northgate and contractor IT systems.



1.7. Agresso is the accounting system used at SDC. This I used for:

- Processing rent payments
- Raising contractor invoices

1.8. The main issues are found when trying to share information between Northgate and Keystone, drawing reports from Northgate, and having to perform manual double entry procedures due to systems not sharing information.

### 3. *Process Time & Costs Study*

3.1. With information supplied by tara Skidmore and Jo White we have been able to tabulate a series of functions completed in the following table.

<b>Issue</b>	Subject matter or related area of business
<b>Process</b>	The given manual process
<b>Job Role</b>	The actual role of the person fulfilling this process (the job they should be doing)
<b>Frequency</b>	The amount of time spent on the process per week or month
<b>Cost/ Month</b>	The direct costs associated with fulfilling this task per month given the frequency and salary of the job role completing it
<b>Cost/Year</b>	As above extrapolated per year.

Issue	Process	Job Role	Time weekly	Cost/Month	Cost/ Year
Running reports - Running reports/writing reports from Northgate	Writing reports - Currently we use a sister programme (business Objects) to write and run reports for information off Northgate. You need to ensure you are selecting the correct elements to get the correct results. Business Objects is not always up to date and some of the elements are missing.	Maintenance Advisor	1 day a week	£ 457.63	£ 5,491.57
Work Programmes	If works orders are raised on the incorrect work Programme (linked to the budgets). You either have to cancel the job and reraise to the correct work programme or get the money transferred across to the correct budget in the Hierachy and with finance. These are both time consuming tasks	Senior Maintenance Advisor	1.5 days a week	£ 1,015.60	£ 12,187.19
Notes	When notes on are put on northgate there is no flag alerting that there is a note on the system. Ideally it would be good if there was alert flag on the main client view, to alert staff there are notes regarding the property etc. Currently you have to go through the property element and have a look if there is a note, this is very time consuming. RESULT TO BE: Notes (Y) or Notes (N) on key details screen. To pull thorough any current notes from property details.	Maintenance Advisor	1/2 day a week	£ 228.82	£ 2,745.79
Works Orders/Inspections raised on the incorrect address	When Works Orders are raised on the incorrect address, the original job has to be cancelled and it then has to be reraised to the correct address. If the status of the job is at ISS - Currently can move a works order to another property/admin unit within same contractor area ie NORTH/SOUTH but you cannot move from NORTH to SOUTH or visa versa. Unable to move an inspection to another property.	Maintenance Advisor	2 hours a week	£ 114.41	£ 1,372.89
Disabilities	When A tenant has disabilites, the Maintenance Advisors currently know that the tenant is disabled from Client view. However they dont know what the disability is, the Maintenance Advisors would find it useful if they had a link to click on the screen explaining the disability, so we can ensure this is catered for.	Maintenance Advisor	1 hour a week	£ 57.20	£ 686.45

Issue	Process	Job Role	Time weekly	Cost/Month	Cost/ Year
Asbestos reports	When a Asbestos report is required the Maintenance Advisors are required to go into Keystone and search for this. In Client View there is a Asbestos flag to say check Keystone. Previously there was a hyperlink to keystone which took you to that address and straight to the asbestos details. Following an update on keystone this facility has disappeared. It would be much quicker if there was a link in Northgate that takes you through to Keystone straight to the Asbestos report.	Maintenance Advisor	2 hours a week each (4 advisors)	£ 457.63	£ 5,491.57
LGSRS	Currently LGSRS are produced on site by the Gas Engineers. The paperwork is then brought into the office scanned onto to keystone, the information is then manually input	Gas Scheduler	1 day a week	£ 457.63	£ 5,491.57
No Dynamic Scheduling Tool	Northgate is only partially interfaced with Keystone as Northgate is used for Tenancy Management and Repairs and Keystone is used for the Assets. Clik our Scheduling system is not interfaced with either system. Every time a appointment is scheduled into Clik the Gas Scheduler is required to also schedule and put the information into keystone. This is resulting in high volumes of double entering and administration time.	Gas Scheduler	2 days a week	£ 915.26	£ 10,983.14
Support Interface between SDC and Contractors (Baris)	All works are sent from SDC to the Contractor through a Baris Interface. Reports are sent twice daily with any errors that may be occuring (the Asset Information and Support Officers will look at these). Responsive Repairs get raised on Northgate so that Works are recorded against the property, these are scheduled and completed by the contractors. Once the works are completed by the Contractors, SDC will manually run a invoice report (Business Objects will be used to provide this) which looks at all works orders at status COM, with no outstanding post inspection and has been internally invoiced with costs matching and forwarded this to the contractor to advise what works can be invoiced.	Maintenace Advisor	2.5 days a week	£ 1,144.08	£ 13,728.93

Issue	Process	Job Role	Time weekly	Cost/Month	Cost/ Year
Budgets	A manual spreadsheet is kept for Budget Monitoring - Northgate, Klik, Keysone and Unit 4 (Finance system) are not interfaced.	Service Area Managers	3 hours a month	£ 84.63	£ 1,015.60
Budgets	A manual spreadsheet is kept for Budget Monitoring - Northgate, Klik, Keysone and Unit 4 (Finance system) are not interfaced.	Head Of Service	3 hours a month	£ 134.67	£ 1,616.08
Performance Report	Performance report is manually produced	Contracts Assistant	1 hour a month	£ 14.30	£ 171.61
Performance Report	Performance report is manually produced	Service Area Managers	1 hour a month	£ 21.16	£ 253.90
Performance Report	Performance report is manually produced	Head Of Service	1 hour a month	£ 33.67	£ 404.02
KPI's	The SDC Kpi's are manually run from Business Objects, these are pulled from statistics on Northgate and are run on the 1st Monday of every month. SDC are also reliant on the contractor sending accurate KPI's to SDC Monthly.	Maintenance Advisor	1.5 hours a month	£ 28.60	£ 343.22
Invoicing	Invoicing is currently reconciled manually on Northgate for Contractors that are not SDCs Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed and closing the works on northgate. For Invoicing parts received and Works completed on Klik, we post inspect to ensure that the parts have been received and the works have been completed then the invoice is attached to the Parts on Klik.	Senior Scheduler	1 day a week	£ 677.06	£ 8,124.77
Invoicing	Invoicing is currently reconciled manually on Northgate for Contractors that are not SDCs Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed and closing the works on northgate. For Invoicing parts received and Works completed on Klik, we post inspect to ensure that the parts have been received and the works have been completed then the invoice is attached to the Parts on Klik.	Senior Maintenance Advisor	1 day a week	£ 457.63	£ 5,491.57

Issue	Process	Job Role	Time weekly	Cost/Month	Cost/ Year
Invoicing	Invoicing is currently reconciled manually on Northgate for Contractors that are not SDCs Partnering Contractors. This results in SDC carrying out a Post Inspection to clarify works have been completed and closing the works on northgate. For Invoicing parts received and Works completed on Klik, we post inspect to ensure that the parts have been received and the works have been completed then the invoice is attached to the Parts on Klik.	Asset Information and Support Officer	1 day a week	£ 457.63	£ 5,491.57
Dashboard for Repairs	Currently to investigate figures for example:- How many repairs have been raised daily/monthly/yearly? How many repairs have been raised on what budgets/Work Programmes?  This information is not automatically available on Northgate. A report needs to be written in business objects.	Maintenace Advisor	2 hours a week	£ 114.41	£ 1,372.89
Elements replaced on Repairs	When components e.g Shower/Smoke Alarms are replaced (If the Component is not due on the Planned Programme) these works are raised to our Responsive Contractors on Northgate. As Northgate and Keystone are not interfaced this information is not automatically updated on Keystone. Asset Data and Support Officer run a report through Business Objects to pull the information off Northgate and Update Keystone with the New Component Install manually.	Asset Information and Support Officer	2 hours a month	£ 28.60	£ 343.22
Keystone Stock Condition	When a Stock Condition Survey is booked on and scheduled into the tablet. The Asset Data Team are still required to book all appointments in the Officers Calendars. This is double entry as there is no scheduling element on Keystone.	Contracts Assistant	2 hours a week	£ 114.41	£ 1,372.89
				£ 7,015.04	£ 84,180.46



3.2. The associated costs are for staff at the given rate for their job role. These costs are directly associated with the process within this report as if there has been a cross charge, as the personnel have effectively had time taken away from the real focus of their role.

3.3. The frequencies and timeframes allotted are averages, and will be likely to fluctuate from week to week.

3.4. Total costs of labour to complete the manual 'work arounds':

£7,015.04 per month

£84,180.46 per year.

#### 4. ***IT systems; moving forward***

4.1. It is ascertained that with investment in systems and interfaces that all of the above processes could be built directly into the systems and be automatic, or very much streamlined.

4.2. It may be possible to invest in current system to achieve this, but the systems have been in place with little or no improvement in these areas since an IT report commissioned in 2014, which suggest that there are issues completing these improvements or that it is not possible.

4.3. The more likely successful method is to invest in new systems that work along with the existing Keystone Asset management system.

4.4. In 2014 a ITT report was commissioned and the recommendation was that Northgate be replaced with a new system that can efficiently interface with Keystone:

Advantages	Disadvantages/Risks
<ol style="list-style-type: none"> <li>1. <b>Keeping Keystone</b> – staff are happy with Keystone and if we stick with it we can realise the benefits of existing investment</li> <li>2. <b>Future proofing</b> – benefiting from the latest IT advancements on the market</li> <li>3. <b>Potentially leaner and more secure IT support</b> – for example if we procure a cloud-based system it will be hosted</li> </ol>	<ol style="list-style-type: none"> <li>1. <b>Investment of Time &amp; Resources</b> - The procurement process is time-consuming and costly, and implementing a new system will take time and effort</li> <li>2. <b>Impact of implementation and change on the service</b> – staff will require training so there could be a period of adjustment before the benefits of the new system are realised; there may be a need for some down time (although this is likely to be minimal, can be phased</li> </ol>

<p>externally which means we will be less at risk of loss of data. It will reduce demand on central IT to support the system</p> <ol style="list-style-type: none"> <li>4. <b>“Compare, contrast and compete”</b> - ensuring we have the best fit for TS from the current market</li> <li>5. <b>Efficiency savings through bulk buying</b> - We can negotiate a better deal with a new provider through bulk buying solutions to all our current needs</li> <li>6. <b>User buy-in</b> - staff are dissatisfied with the current system and involving them in choosing a new one would improve staff engagement thus boosting productivity and performance, and ultimately VfM</li> <li>7. <b>Potential for better customer service from the system provider</b> - through peer research we have confirmed there are systems with positive reviews from existing users</li> <li>8. <b>Culture change</b> - a new start to set up good working habits and replace inefficient processes with streamlined processes</li> <li>9. <b>Potential for improved service to our customers</b> - implementing a new system will ensure valuable improvements to IT are made that previously have not been prioritised, and ultimately this will enable TS to provide a better and leaner service to customers</li> <li>10. <b>More cost effective</b> – less expensive to procure a new system than to purchase the improvements Northgate has suggested we make</li> <li>11. <b>Long term financial sustainability</b> – the average annual S&amp;M costs for the new systems is about half the annual S&amp;M costs of Northgate – and these would increase if we invest more in Northgate</li> </ol>	<p>and done out of hours)</p> <ol style="list-style-type: none"> <li>3. <b>Risks associated with choosing a new system</b> - There is no perfect system and there are bound to be unforeseen issues with any system</li> <li>4. <b>SDC IT may not have the skills or resources to support the new system</b> (although some of the budget has been set aside to assist with this)</li> <li>5. <b>Delay to project completion due to procurement</b></li> <li>6. <b>Never realising the potential of our existing system</b> - the timescales of the project do not allow for us to fully explore the improvements that could be made by staying with Northgate before choosing to go out to procurement</li> <li>7. <b>Costs of double running - resourcing the current systems during procurement and implementation</b> - It will take at least a year and a half to procure and implement a new system and in this time we will have to not only maintain the current systems but also make certain essential improvements to enable TS to fulfil its duties as a housing provider</li> </ol>
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4.5. By investing in new systems that automate the processes outlined above there will effectively be an £84,180 contribution per annum through more effective working practices.

## 5. Summary

5.1. Personnel are drawn away from their primary tasks to perform manual processes or 'work arounds' to complete tasks that are required because the current systems utilised do not effectively interface with one another.

5.2. Below shows the table of staff roles and their respective time required by the processes. This is time not spent on the specified job role in the left column

Job Role	Hours/week
Asset Information and Support Officer	8.5
Contracts Assistant	2.25
Gas Scheduler	24
Head of Service	1.25
Maintenance Advisor	45.5
Senior Maintenance Advisor	20
Senior Scheduler	8
Service Area Managers	1.25
<b>Total Hours per week</b>	<b>110.75</b>

5.3. The effective cost of the hours spent performing these tasks equates to:

Per Month	£ 7,015.04
Per Year	£84,180.46

5.4. There is a potential contribution of circa £84,000 per annum to any investment in new or improved systems that mitigate these processes by automating and/or streamlining the interfaces and accessibility of information.

5.5. This will also allow 110 hours per week of resource to concentrate on the day to day tasks central to their given job role.

**STROUD DISTRICT COUNCIL****HOUSING COMMITTEE****9 APRIL 2019****WORK PROGRAMME****AGENDA  
ITEM NO****12**

<b>Date of meeting</b>	<b>Matters to be considered at the meeting</b>	<b>Notes</b>
<b>11.06.19</b>	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
	Housing Revenue Account (HRA) outturn 2018/19 – Summary of Variances.	Principal Accountant
	New Homes Development Programme	New Homes and Regeneration Manager
	HRA Delivery Plan	Head of Housing Services and HRA Accountant
	Military Covenant	Head of Housing Services
	Housing Strategy	Policy Implementation Manager
	Homeless Prevention Strategy	Housing Advice Manager
	Council Housing Energy Strategy Update	Head of Contract Services
	Annual Report	Chair
Carbon Neutral Housing in Stroud District	Housing Renewal Manager	
<b>10.09.19</b>	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
	Budget Monitoring Report 2019/20	Principal Accountant
	Tenant Involvement Strategy	Principal Neighbourhood Management Officer
<b>10.12.19</b>	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
	Housing Committee Estimates – Revised 2019/20 and Original 2020/21 and Housing Revenue Account (HRA) Medium Term Financial Plan 2018/19-2022/23	Principal Accountant

<b>11.02.20</b>	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
<b>31.03.20</b>	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
	Budget Monitoring Report 2018/19	Principal Accountant
	Annual Report on the work of the Committee	Lead: The Chair

### Information sheets sent to Committee Members

<b>Date sent &amp; ref no</b>	<b>Topic</b>
4 June 2018 H-2018-2019-001	Income Collection 2016 to 2018
5 July 2018 H-2018-2019-002	Referrals to Support Agencies
7 September 2018 H-2018-2019-003	Income Management and Vulnerability Assessments
11 September 2018 H-2018-2019-004	Housing Green Paper
6 December 2018 H-2018-2019-005	Task and Finish Group – Older Person's Strategy
6 December 2018 H-2018-2019-006	Repairs and Maintenance Service Review 2020