



30 August 2019

HOUSING COMMITTEE

A meeting of the Housing Committee will be held on **TUESDAY 10 SEPTEMBER 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). 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 11 June 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 5 SEPTEMBER 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
- 5 **BUDGET MONITORING REPORT 2019/20 QUARTER 1**
To note the outturn forecast for the General Fund and HRA Revenue budgets and Capital programmes for this Committee.
- 6 **PROPERTIES AT GLOUCESTER STREET AND BRADLEY STREET, WOTTON-UNDER-EDGE**
To approve the redevelopment of properties at Gloucester Street and Bradley Street, Wotton-under-Edge to provide 8 new affordable rented council homes subject to planning.

- 7 SHELTERED MODERNISATION PROGRAMME UPDATE**
To amend the categorisation of Willow Road sheltered housing scheme from 'red' to 'amber' and include it within the Sheltered Modernisation Programme for improvements to be made to communal areas.
- 8 HOUSING STRATEGY 2019 - 2024**
To approve the Housing Strategy 2019-2024 for publication.
- 9 TENANT SATISFACTION (STAR) SURVEY RESULTS**
To note the Tenant Satisfaction (STAR) Survey Results Report.
- 10 SHELTERED HOUSING CALL MONITORING SERVICES**
To approve recommendations; decommissioning of the existing hard wired monitoring service and replace with an opt in/out Careline facility.
- 11 REVISIONS OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENT'S TERMS AND CONDITIONS**
To provide the results of the consultation process, following the serving of section 103 (2) of the Housing Act 1985, regarding the revision of the Introductory and Secure Tenancy Agreement's Terms and Conditions.
- 12 HRA DELIVERY PLAN REVIEW**
The consultation feedback is noted and a new delivery plan will be presented to committee in December 2019 based on the findings and links to the CDP and MTFP.
- 13 PERFORMANCE MANAGEMENT**
Appointment of two Performance Monitoring Representatives. An update will be provided at the meeting.
- 14 MEMBER REPORTS**
a) Housing Review Panel
b) Tenant Representatives to provide a verbal update to Committee
- 15 WORK PROGRAMME**
To consider the Work Programme.
- 16 MEMBERS' QUESTIONS**
See Agenda Item 4 for deadline for submission.

Members of Housing Committee 2019-20

Councillor Chas Townley (Chair)	Councillor Lindsey Green
Councillor Jenny Miles (Vice-Chair)	Councillor Julie Job
Councillor Catherine Braun	Councillor Norman Kay
Councillor Jim Dewey	Councillor Phil McAsey
Councillor Chas Fellows	Councillor Gary Powell
Councillor Colin Fryer	Councillor Debbie Young

Tenant Representatives

Leticia Gardiner	Juliette Smith
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STROUD DISTRICT COUNCIL

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HOUSING COMMITTEE

11 June 2019

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7.00 pm – 9.02 pm

Council Chamber, Ebley Mill, Stroud

Minutes

Membership

Councillor Chas Townley (Chair)	P	Councillor Lindsey Green	P
Councillor Jenny Miles (Vice-Chair)	P	Councillor Julie Job	A
Councillor Catherine Braun	P	Councillor Norman Kay	P
Councillor Jim Dewey	P	Councillor Phil McAsey	A
Councillor Chas Fellows	A	Councillor Gary Powell	P
Councillor Colin Fryer	P	Councillor Debbie Young	P
P = Present A = Absent			

Tenant Representatives

Letitia Gardiner	P	Juliette Smith	P
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Other Member(s) Present

Councillor Cornell
Councillor Ross

Officers in Attendance

Director of Development Services	Housing Advice Manager
Principal Accountant	Head of Housing Services
Project Manager	Democratic Services & Elections Officers
New Homes and Regeneration Manager	

HC.001

APOLOGIES

An apology for absence was received from Councillor Fellows, Job and McAsey.

HC.002

DECLARATIONS OF INTEREST

There were none.

HC.003

MINUTES – 9 APRIL 2019

RESOLVED

That the minutes of the meeting held on 9 April 2019 are confirmed and signed as a correct record.

HC.004**PUBLIC QUESTION TIME**

Public questions were submitted by Marcus Dixon and read out by Ivor Ward-Davis. They were answered by Councillor Townley. Supplementary questions were also answered. (Refer to the Council's webcast and [Agenda Item 4](#)).

The Chair advised that the order of the items printed on the agenda would be revised.

HC.005**STROUD DISTRICT COUNCIL'S NEW HOMES AND REGENERATION PROGRAMME AND DISTRICT WIDE AFFORDABLE HOUSING DELIVERY**

The New Homes and Regeneration Manager advised that the Council had delivered 228 new homes through its 5 year programme up to March 2018, from its target of 236. Two schemes had been delayed, Southbank and the former Ship Inn site. The Council has also delivered its first independent living scheme comprising of 11 flats at Tanners Piece. It was advised that they are now under contract at the Southbank site and it will be delivered by July 2020. With regards the former Ship Inn site the local residents requested the planning application, that was taken to the Development Control Committee in November, was deferred until April 2019 to allow for a feasibility study for the purchase of the former Ship Inn site for community use. Meetings had taken place with the Town Council, Ward Members and the subsequently formed group ShIPS to try and find a way forward. It was felt that further time was required to enable Officers to progress discussions with the Town Council and the community to see if a solution can be achieved.

The Project Manager referred to Section 3 onwards which set out the Council's ambitions to deliver a programme of new affordable rent and shared ownership homes by 2023. She advised that they were working on 7 new developments across the District. The Council has limited land opportunities remaining so to assist with future delivery of affordable housing the Council has committed £3million towards the acquisition of new development land. It was also advised that a thorough review of Stroud District Council's new homes specification will be carried out which will include the Council's recent commitment to become carbon neutral by 2030. The changes to the specification will likely have an impact on build costs and subsequently the budgets agreed in the medium term financial plan, therefore the Housing Review Panel will have the opportunity to review and comment on the proposed changes to the specification. Any budget changes will be presented to Housing Committee for approval during budget setting.

Councillor Young questioned whether we have committed to not giving away HRA land free of charge to other housing providers. The New Homes and Regeneration Manager advised that some of the smaller sites may be uneconomical to develop and therefore may be sold to other providers.

Councillor Braun welcomed the paper and the new programmes to build more affordable homes across the District. She also questioned when the development strategy would come back to the Housing Committee. The New Homes and Regeneration Manager advised that it is likely to be brought to Committee in March 2020.

Councillor Kay offered his praise to the contractors and team for their work on Tanners Piece which will be formally opened next week.

- RESOLVED**
- 1) **Note the outcome of the delivery of the original New Homes Programme and the current position with regard to the schemes at Southbank, Woodchester and the former Ship Inn Site, Stonehouse.**
 - 2) **Approve the programme of new council homes, with budget already approved in the MTFP, for delivery during 2019/20 to 2022/23 as follows:**
 - **Summersfield Road, Minchinhampton**
 - **Broadfield Road, Eastington**
 - **Orchard Road, Ebley**
 - **Ringfield Close, Nailsworth**
 - **Queens Drive, Cashes Green**
 - **Gloucester Street/Bradley Street, Wotton-Under-Edge**
 - **Glebelands, Cam**

HC.006**MEMBERS' REPORTS****Tenant Representatives verbal update**

The Tenant Representative advised that they were making use of the social media by uploading to the Stroud District Council Facebook site and using the feature "Tenant Tuesday". They also advised that they attended an organised event "younger for longer" which was held in Dursley. They are currently reaching approximately 200 people with their social media posts and are hoping this will increase.

HC.007**HOUSING REVENUE ACCOUNT (HRA) OUTTURN 2018/19 – SUMMARY OF VARIANCES**

The Principal Accountant introduced the above report which was a summary of the year end position for the HRA. She advised that for revenue there was a net overspend of 136k, and that overall this was a good stable position for the HRA and is broadly in line with what had been previously reported.

Councillor Young asked questions regarding Universal Credit. The Head of Housing Services advised that they have just received their figures from rent recovery regarding Universal Credit and he will circulate the information to the Committee by email.

Members and Tenant Representatives asked several questions regarding Fire Risk Assessments, Voids, Doors and Windows, Insulation and Door Entry. The Principal Accountant agreed to provide clarification by email following the meeting for any details she did not have.

- RESOLVED**
- 1) **Note the Housing Revenue Account revenue and capital outturn for 2018/19, as shown in Table 1 and Table 4**
 - 2) **To support the transfers to and from earmarked reserves for the year, as set out in Table 2**
 - 3) **To support the reprofiling of the HRA Capital Programme budget as set out in Table 6.**

HC.008**HRA DELIVERY PLAN REVIEW**

The Head of Housing Services introduced the above report, and advised that the HRA delivery plan was commissioned in 2016, produced by a task and finish group and accepted by Housing Committee in 2017, the intention to review this on a regular basis had not happened. The Head of Housing Services advised that they would like to go out for a period of consultation with tenants and leaseholders over the next 2 months and bring a report back to Committee in September. This would be a starting point to have accountability and transparency for this document moving forward.

Councillor Townley advised that this needs to be a tenant led project and that the Housing Review Panel should also consider it at regular meetings.

RESOLVED **That the approach to review and update the HRA Delivery Plan is approved.**

HC.009**DRAFT HOMELESS PREVENTION STRATEGY**

The Housing Advice Manager presented the above report and advised that the strategy should be renewed every 5 years and that the current strategy comes to an end this year. The report also takes into account the Homelessness Reduction Act which was enacted from April 2018.

Councillor Miles asked whether feedback is requested from those who use the available services. The Housing Advice Manager advised that feedback forms are sent out to all the homeless applicants.

Councillor Young congratulated the Housing Advice Manager on the section on Domestic Abuse on page 69 and in particular the last bullet point which states "Move on priority and local connection is given on HomeseekerPlus to women from the refuge once it is confirmed they are ready for independent living. This avoids the need for a homeless application and the intrusion". Councillor Young stated she would like to see recognition of the issue of coercive control and rent arrears in the draft homelessness strategy.

The Head of Housing Services also advised that a report would be taken to the Strategy and Resources Committee regarding a corporate approach to how we manage domestic violence and mental abuse.

Councillor Young advised that she would like to propose the amendment to add into the draft Homeless Prevention Strategy the issue of coercive control and rent arrears. This was seconded by Councillor Braun.

Upon the vote the motion with the amendment laid out in the minutes above was carried unanimously.

RESOLVED **To approve the draft Homeless Prevention Strategy for consultation and authorise officers to carry out consultation for a period of 12 weeks.**

HC.010 **MEMBERS' REPORTS**

(a) Housing Review Panel

Councillor Townley presented the notes of the previous Housing Review Panel which had been circulated prior to the meeting.

(b) Performance Monitoring Report

Councillor Braun presented the performance monitoring report and advised that they had looked at the Corporate Delivery Plan priorities and also had received a number of helpful reports from Officers.

HC.011 **PERFORMANCE MANAGEMENT**

Councillor Braun questioned whether the whole Committee could look at performance monitoring issues and have a wider debate at the Committee meetings. The Director of Development Services advised that a discussion had been had with the Strategic Leadership Team as to whether Officers could do some of the background work and bring this to the Committee, he did advise that this may not allow the in-depth work that has previously taken place but in the absence of any volunteers this could be an alternative way of providing the performance reports. Councillor Townley advised that this would need to be looked at further to formulate a process.

Councillor Young advised that it would be helpful for the ideas to be tenant led and asked if the Tenant Representative(s) could bring any ideas or problems that have been brought to them forward to the Committee. The Tenant Representative(s) agreed that this could be an option.

Councillor Townley advised that they would discuss this further at the Housing Review Panel before bringing it back to the Housing Committee in September.

HC.012 **COMMITTEE'S ANNUAL REPORT**

The Chair outlined the above report and thanked the contribution that the Officers across the Housing Team had provided. He advised the report was a record of the activities that the Committee had been involved in throughout the year and was a look towards the items that may come to the Committee over the following year.

Councillor Kay thanked Councillor Townley for Chairing the Committee for the past year and drew the Committees attentions to paragraph 7.7 in the report. He asked whether the Chair would be willing to hold a meeting to discuss assisting the CLT to look for new opportunities for housing in Nailsworth. Councillor Townley advised he would be willing to organise a meeting with relevant Officers and the Ward Councillors in the next few weeks to discuss this further.

**RESOLVED
RECOMMENDED
TO COUNCIL**

**To agree the Housing Committee Annual Report 2018/19; and
That the Annual report is approved**

HC.013

WORK PROGRAMME

Councillor Townley proposed that the results from the Star Survey should be brought back to Committee, Councillor Young agreed that a report showing the highs and lows would be useful. It was requested that this should be added to the Work Programme for September.

Councillor Townley confirmed that the HRA Energy Strategy update and the delivery plan would both be brought to the December Committee meeting.

HC.014

MEMBERS' QUESTIONS

There were none.

The meeting closed at 9.02 pm.

Chair

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

10 SEPTEMBER 2019

5

Report Title	BUDGET MONITORING REPORT 2019/20 QUARTER 1
Purpose of Report	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 2019/20.
Decision(s)	The Committee RESOLVES to note the outturn forecast for the General Fund and HRA Revenue budgets and Capital programmes for this Committee.
Consultation and Feedback	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.
Financial Implications and Risk Assessment	This report highlights a number of variances across the General Fund and the HRA. Any potential ongoing impacts should be considered as part of budget setting and the MTFP. Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk
Legal Implications	There are no legal implications arising from this report. Patrick Arran, Interim Head of Legal Services Tel: 01453 754360 Email: patrick.arran@stroud.gov.uk
Report Author	Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk
Options	None
Performance Management Follow Up	Budgets will continue to be monitored on a regular basis by budget holders supported by Finance. Further finance reports will update the committee in December 2019 and April 2020, with the outturn position to be reported to Strategy and Resources Committee and Housing Committee in June 2020.

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 2019/20 in January 2019. The latest budget for Housing Committee, following approval of carry forwards in June 2019, is £708k.
- 2.2 The budget monitoring position for the service at 30 June 2019 (Quarter 1) shows an overspend of £55k, as summarised in Table 1, with commentary on the significant variances following the table.

Table 1: General Fund Revenue Budgets

Housing Committee	Para Refs	2019/20 Original Budget £k	2019/20 Revised Budget £k	2019/20 Forecast Outturn £k	2019/20 Outturn Variance £k
Homelessness	2.3	105	105	164	59
Homelessness Prevention		141	141	141	0
Housing Strategy		138	308	303	(4)
Private Housing		154	154	154	0
Housing General Fund Total		538	708	763	55

2.3 Homelessness – £59k overspend

Spend on temporary accommodation continues to increase, and despite an increase in budget in 2019/20, the current forecast is for net expenditure to exceed budget by £59k.

Further work will be undertaken to establish the temporary accommodation need and options for delivery, building on previous reports presented to Committee.

Since the introduction of the Homelessness Reduction Act, homelessness applications have increased 200% (from 93 in 2017/18 to 284 in 2018/19). This is causing significant pressure on the team and staffing would need to be included as part of the review.

There is some funding in the Homelessness earmarked reserve, but the potential ongoing cost of the statutory provision would need to be considered in the Medium Term Financial Plan (MTFP).

3. General Fund Capital Programme

- 3.1 The Housing General Fund Capital Programme was approved by Council in January 2019. This has subsequently been revised to £1,998k after slippage from 2018/19.
- 3.2 Capital spend is currently expected to be on target, however it is likely that some of these schemes may change during the year.
- 3.3 The following table gives a breakdown of the programme.

Table 2 – Housing Committee Capital Programme

Housing Capital Schemes	Para Refs	2019/20 Original Budget £k	2019/20 Revised Budget £k	2019/20 Forecast Outturn £k	2019/20 Outturn Variance £k
Affordable Housing-Support to Registered Providers	3.5	0	39	39	0
Disabled Facilities Grant Scheme	3.6	330	330	330	0
Health through Warmth Grants	3.7	200	200	200	0
Park Homes	3.8	0	76	76	0
Warm Homes	3.9	1,000	853	853	0
Temporary Accommodation	3.10	0	500	500	0
TOTAL General Fund Capital		1,530	1,998	1,998	0

3.4 Further detail of the capital schemes can be found below.

3.5 Affordable Housing – Support to Registered Providers – on target

Remaining funds are due to be allocated during the year.

3.6 Disabled Facilities Grants – on target

Spend on Disabled Facilities Grants (DFGs) is currently expected to be on target. However, as this is a demand led service the actual spend will vary depending on the level of referrals during the year.

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

3.7 Health Through Warmth Grants – on target

Health Through Warmth Grants are funded by Gloucestershire Clinical Commissioning Group (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.

3.8 Park Homes – on target

This funding has been carried forward from 2018/19 and will allow grants to be awarded to residents living in park homes for improved heating and insulation.

3.9 Warm Homes – on target

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.

3.10 Temporary Accommodation – on target

This budget has been included in the capital programme to purchase property suitable for temporary accommodation.

Although currently included on budget, spend will be dependent on suitable property becoming available. It may be necessary to carry the budget forward into next year.

4. Housing Revenue Account Budget Position

- 4.1 The original net Housing Revenue Account (HRA) budget for 2019/20 was a transfer to reserves of £103k, as approved by Council in January 2019. This has now been revised to a transfer to general reserves of £50k following Council approval in April 2019 of funding for the insourcing of the Housing Reactive Repairs and Maintenance Service.
- 4.2 The monitoring position for the service at 30 June 2019 (Quarter 1) shows a projected net underspend of £635k (-2.8% of gross spend) against the current budget, as summarised in Table 3 on the following page.
- 4.3 This is largely due to additional income from rents and investments for the year.
- 4.4 Depending on the overall position at the end of the financial year, Housing Committee could choose to recommend to Strategy and Resources Committee that any underspends are allocated for a specific purpose, such as for the repayment of debt.
- 4.5 As stated in paragraph 4.1 the 2019/20 budget now includes part of the implementation costs of insourcing the Housing Reactive Repairs and Maintenance Service. This will be reported throughout the project, as more is known about the expenditure. Currently some costs are expected to be in 2019/20 and some in 2020/21. Should some of these costs be brought forward (or pushed back) this would not necessarily affect the overall project, but may result in variances in the current financial year.
- 4.6 As part of the project the opportunity arose for the depot to be based in one of the Council owned units at Littlecombe Business Park, rather than leasing a depot.
- 4.7 This has led to the appropriation of unit 7A Littlecombe Business Park from the General Fund, to the HRA. The transfer has taken place at market value, in line with legislation. In practise this means that the HRA will take on the borrowing that the General Fund took out to build the unit.
- 4.8 The provision in the business case to pay a lease payment will instead be diverted to repay this debt, along with any interest payable, and the budgets will be amended at budget setting.

Table 3 – HRA Revenue Summary

Revenue Summary	Para Ref	2019/20 Original Budget £k	2019/20 Revised Budget £k	2019/20 Forecast Outturn £k	2019/20 Outturn Variance £k
Income					
Dwelling Rents and Service Charges		(21,855)	(21,855)	(22,364)	(510)
Other Charges and Income		(551)	(551)	(638)	(88)
Provision for Bad Debts		80	80	80	0
Total Income	4.9	(22,325)	(22,325)	(22,923)	(597)
Expenditure					
Supervision and Management	4.10	4,203	4,256	4,221	(34)
Repairs and Maintenance	4.11	3,733	3,793	3,918	125
Sheltered Housing Service	4.12	1,083	1,083	977	(107)
Other Expenditure	4.13	460	460	497	38
Sheltered Housing Modernisation Programme	4.14	470	470	486	16
Total Expenditure		9,948	10,061	10,099	37
Net Income and Expenditure		(12,377)	(12,264)	(12,824)	(560)
Other HRA Costs and Income					
Support Service Charges from GF		1,560	1,560	1,560	0
Revenue Funding of Capital Programme (Depreciation and RCCO)		6,687	6,687	6,687	0
Provision for Repaying Debt		900	900	900	0
Interest Payable/Receivable	4.15	3,354	3,354	3,279	(75)
Total Other Costs and Income		12,501	12,501	12,426	(75)
Total Housing Revenue Account		123	236	(399)	(635)
Transfers to/(from) Earmarked Reserves	4.16	(226)	(286)	(286)	0
Transfers to/(from) General Reserves		103	50	50	0
Total Transfers to Reserves		(123)	(236)	(236)	0

4.9 **Income – (£597k) additional income**

Additional rental income is expected in this year, in part because of prudent budgeting of dwelling numbers included in the new build programme and sheltered modernisation programme.

There is also an increased level of lease income representing the work by Tenant Services of providing some housing for temporary accommodation in the district.

Garage rents are expected to be higher than budgeted, but will continue to reduce in line with the approval to review the use of all garage sites.

Leaseholder charges are also higher, with a number of major works being completed in blocks containing leaseholders. Leaseholders are charged a share of the cost of works, based on the provision in their lease. For example if a leaseholder is in a block of four flats, they would usually be expected to pay one quarter of the total cost for the block. Leaseholders are consulted under Section 20 of the Landlord and Tenant Act. This income will offset the cost of the works which was largely completed in 2018/19.

This will, in the most part, be a one off year of additional income as the Medium Term Financial Plan (MTFP) assumes many of these changes in the base for 2020/21.

4.10 **Supervision and Management – (£34k) underspend**

Salaries underspends of £38k are currently expected, primarily in the Development Team (pending a review of the resource needed to support the ongoing programme), but this could change throughout the year.

4.11 **Repairs and maintenance - £125k overspend**

Maintenance spend is currently expected to be overspent over the year, with all of the variance within responsive works and planned works on target.

General maintenance accounts for all of the overspend (£215k overspend), offset by an expected £86k underspend on voids.

As these are responsive works the actual spend could vary throughout the year.

4.12 **Sheltered Housing Service – (£107k) 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. As previously reported, the budget requirement will continue to be reviewed in line with the Older People's Housing Strategy and Sheltered Modernisation Programme.

The lower spend relates to a reduced staffing cost compared to the budget (£59k), and significant savings made on services (£48k).

4.13 **Other expenditure - £38k overspend**

In line with 2018/19 the cost of grounds maintenance, including fly tipping, is higher than anticipated. This will continue to be monitored and ways of reducing occurrences and cost considered.

4.14 **Sheltered Housing Modernisation - £16k overspend**

There is a small overspend expected in the revenue cost of Sheltered Modernisation largely due to the cost of Council Tax on decanted properties.

4.15 Interest payable/receivable – (£75k) underspend

It is expected that the investment income will be higher than budgeted by £75k in this year. This is dependent on levels of reserves throughout the year and the prevailing interest rate and so is subject to change.

4.16 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

Earmarked Reserves	Opening balance £k	Transfers in £k	Transfers out £k	Closing balance £k
Sheltered Modernisation	2,514	1,000	(1,226)	2,288
Estate Redevelopment	1,170	0	0	1,170
Staffing	250	0	0	250
HRA General Contingency	100	0	0	100
Carry forward – Fire Risk Assessments	60	0	(60)	0
	4,094	1,000	(1,286)	3,808

5. HRA Capital Programme

- 5.1 The HRA has a budgeted capital programme of £14,753k for 2019/20, as approved by Council in January 2019, with a revised budget of £14,944k (including slippage from 2018/19 and a reprofiled new build programme) approved in June 2019.
- 5.2 The current forecast is spend of £15,023, an overall overspend of £78k. It should be noted, however, that this includes the Opportunity Land Acquisition Pot of £3m.
- 5.3 The following table gives a breakdown of the capital programme.

Table 5 – HRA Capital Summary

Capital Summary	Para Ref	2019/20 Original Budget £k	2019/20 Revised Budget £k	2019/20 Forecast Outturn £k	2019/20 Outturn Variance £k
Central Heating		1,021	1,049	1,049	0
Disabled Adaptations		200	200	200	0
Kitchens and Bathrooms		1,389	1,819	1,819	0
Major Void Works		464	464	464	0
Compliance		422	422	422	0
Doors and Windows		1,022	1,122	1,122	0
Electrical Works		218	218	218	0
Door Entry		218	218	218	0
Suited Locks		76	150	150	0
External Works		3,519	3,519	3,519	0
Total - Major Works	0	8,549	9,274	9,274	0
IT Systems		0	175	175	0
Depot – Fit out costs		0	0	150	150
Total – Other Capital Works	5.5	0	175	325	150
Broadfield Road, Eastington		31	31	31	0
Gloucester St and Bradley St, WuE		28	28	28	(0)
Orchard Road, Ebley		20	20	20	0
Purchase of Properties/Miscellaneous		0	0	143	143
Queens Drive, Cashes Green		27	10	10	0
Ringfield Close, Nailsworth		55	55	55	0
Former Ship Inn Site, Bridgend		1,000	0	3	3
Southbank, Woodchester		902	954	962	8
Summersfield Road, Minchinhampton		28	28	28	0
Tanners Piece		449	705	489	(216)
New Homes Contingency		50	50	39	(11)
Opportunity Land Acquisition Pot		3,000	3,000	3,000	0
Completed Schemes (Retention Payments)		0	0	0	0
Total - New Build	5.6	5,590	4,881	4,808	(73)
Sheltered Housing Modernisation	5.10	614	614	615	1
Total Capital Expenditure		14,753	14,944	15,023	78

5.4 **Major Works – on target**

There are no known variances to the major works delivery in 2019/20. However it is likely that as the year progresses there may be reasons why programmes need to change. These will be reported to Housing Committee throughout the year.

5.5 **Other Capital Works - £150k overspend**

The IT costs and fit out costs for the new depot relate to the decision to insource responsive repairs and maintenance from April 2020.

The budget approved by Council for IT costs is £175k, which was intended to be used over a two year period. The requirements of the new service is being reviewed and the Councils IT Strategy will be considered before new systems are purchased and implemented.

Additional costs for the fit out of the new depot at Littlecombe Business Park are now also included as a capital cost. This includes the addition of a mezzanine floor, heating system, mechanical and electrical systems, IT, and office furniture etc.

The business case had assumed leasing a depot (with some fit out costs), but the opportunity to utilise the unit at Littlecombe Business Park (see paragraphs 4.5 - 4.8) means that the cost can be capitalised. A revised budget will need to be requested from Council as part of the budget setting process.

5.6 **New Build and Regeneration – (£73k) underspend**

Many schemes are now being worked up, with any small additional spends in year being funded from the contingency.

5.7 **Tanners Piece – (£216k) underspend**

11 new Independent Living units have now been completed at Tanners Piece. This has been delivered with an expected underspend of £216k against the initial budget estimate (after final payments and retentions). This reflects a slightly lower build cost than budget and the approved contingency budget being largely unused.

5.8 **Purchase of Property - £143k overspend**

An opportunity has arisen to buyback a property in the Chalford Ward, where there is currently limited Council owned housing. Following a review of the suitability of the housing by Tenant Services, Property Services and Housing Advice, it is intended to purchase the two bedroom maisonette and return to our rented stock.

This can be funded from Right to Buy receipts (up to 30%), along with capital receipts from the sale of garage sites.

5.9 **Opportunity Land Acquisition Pot – on target**

Opportunities for the purchase of land for the building of new homes are being explored.

Although showing as on target, due to its nature this budget may not be spent in 2019/20. It would be the intention that any remaining funding is carried forward.

5.10 **Sheltered Modernisation – £1k overspend**

The Sheltered Modernisation Programme is on target for 2019/20, with works at Concord and George Pearce House to be finalised.

A full update on the Sheltered Modernisation Programme is being presented as a separate agenda item.

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

10 SEPTEMBER 2019

6

Report Title	PROPERTIES AT GLOUCESTER STREET AND BRADLEY STREET, WOTTON-UNDER-EDGE
Purpose of Report	To provide the Committee with the redevelopment proposals for the properties at Gloucester Street and Bradley Street, Wotton-under Edge.
Decisions	The Committee RESOLVES to approve the redevelopment of properties at Gloucester Street/Bradley Street, Wotton-under-Edge to provide 8 new affordable rented council homes subject to planning.
Consultation and Feedback	Consultation has taken place with the relevant Ward Councillors, with the Chair and Vice Chair of Housing and the tenants of 13 and 15 Bradley Street. The Town Council have also been consulted and have supported the planning application.
Financial Implications and Risk Assessment	The budget for this development is already included within the Medium Term Financial Plan, and can be fully funded from existing capital receipts (a mix of Right to Buy and non Right to Buy receipts). Therefore there are no financial implications of the recommendation included in this report. Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk
Legal Implications	Any legal implications are set out in the body of the report. Patrick Arran, Interim Head of Legal Services & Monitoring Officer Tel: 01453 754369 Email: patrick.arran@stroud.gov.uk
Report Author(s)	Leonie Lockwood, New Homes and Regeneration Manager Tel: 01453 754153 Email: leonie.lockwood@stroud.gov.uk and Kimberley Read, Project Manager Tel: 01453 754175 Email: kimberley.read@stroud.gov.uk
Options	These are set out in paragraph 2.4 of this report.
Performance Management Follow Up	Progress with the redevelopment of the land will be contained within the regular updates to Housing Committee on the New Homes and Regeneration Programme.
Background Papers/ Appendices	Appendix 1 - Final Site Layout Plan.

1.0. Background

- 1.1 At Housing Committee on 20 June 2017, members were presented with a report on the properties at 8 and 10 Gloucester Street and 13 and 15 Bradley Street, Wotton-under-Edge.
- 1.2 The site comprises four, 3 bed semi-detached properties, set in large gardens. The two properties on Gloucester Street are long term major voids that require extensive work. The two properties on Bradley Street are tenanted and also require similar levels of investment, largely due to their age (reported to be 1921) and type of construction see paragraph 2.3.
- 1.3 The site has the potential for redevelopment at a higher density to provide 8 new homes.
- 1.4 The Committee considered the option for the Council to redevelop the site itself, dispose of it to another Registered Provider or dispose of the site on the open market. Members were made aware of the objections of the tenants to the proposed redevelopment and their wish to remain in their home at the meeting. Committee resolved that the decision on the means of redeveloping the site be brought back for approval. That is the purpose of this report.
- 1.5 The Committee also resolved to authorise each of the following officers, namely the Heads of Asset Management (now Property Services), Housing Management (now Housing Services) and Housing Contracts (now Contract Services) in consultation with the Chair and Vice-Chair of Housing Committee and relevant Ward Councillors:
 - a. to make decisions in accordance with the Council's Decanting Policy;
 - b. to serve demolition notices on relevant tenants, and
 - c. to issue Notices of Possession Orders for this and other HRA properties.

2.0 Progress to date

- 2.1 An Initial Demolition Notice was served on all four properties on 26 June 2017 to protect the Council's position. The notice remains in force until 25 June 2024 unless revoked or otherwise terminated.
- 2.2 Any Right to Buy applications received can proceed to S125 notice stage and then are suspended until the Final Demolition notice is issued, the expiry of the Initial Demolition Notice is reached or the Initial Notice is withdrawn.
- 2.3 A condition survey has been completed on the two properties on Bradley Street. This indicates that £72k (excl VAT) in total is required across the two properties to bring them back into repair. The Head of Contract Services had reviewed the report and had established a programme of works which equated to £92k in total for the 2 properties on Bradley Street and £120k across the properties on Gloucester Street. These figures included external wall insulation (EWI) at £15k per property, which reflects current market rates. The properties have solid masonry external walls, which have a poor thermal performance, and which have resulted in condensation and consequential mould growth. The EWI improves the thermal efficiency and would be in line with the Council's energy strategy approved by members on 28 March 2017.

Options

2.4 The options identified for this site have been assessed as follows:

1) Repair

- (a) Retain the properties as rented homes and refurbish the four houses that occupy the land at Gloucester Street and Bradley Street.
- (b) Refurbish the properties and dispose of them as shared ownership.
- (c) Refurbish the properties and dispose of them on the open market.

2) Redevelop

- (a) Redevelop the whole site for 8 new affordable homes.
- (b) Redevelop the land on Gloucester Street for 5 new homes and retain and refurbish the properties on Bradley Street for social rent.
- (c) Redevelop the land on Gloucester Street and dispose of the properties on Bradley Street on the open market.

3) Disposal

- (a) Dispose of the site to a Registered Provider of Social Housing or;
- (b) Dispose of the site on the open market.

Financial appraisal

2.5 As there is a high demand for affordable rented properties in Wotton-under-Edge and in view of the Committee's decision in June 2017 the options that would see the disposal of homes on the site have not been considered further. Financial appraisals have therefore been carried out for the redevelopment of all or part of the site and the financial results are as follows:

Estimated NPV* for Gloucester Street/Bradley Street		Estimated NPV (£k)	
		Over 30 Years	Over 60 Years
Option 2a	Develop Gloucester St and Bradley St 8 new homes (5 x 2 bed, 3 x 3 bed)	-183	488
Option 2b	Develop Gloucester St only 5 new homes (5 x 2 bed) Refurbish and continue to let Bradley St	-77	395

**NPV = Net Present Value is the difference between the present value of income and expenditure over a period of time, in this case 30 or 60 years.*

2.6 Over the 30 years there is a better financial position for option 2b (£106k) with the retention of the two properties on Bradley Street and the redevelopment of Gloucester Street. However, over 60 years and ongoing there is a better financial position for option 2a which would involve the redevelopment of the whole site (£93k).

2.7 The higher cost of redeveloping only 5 homes, due to the reduced economies of scale, have been factored into the figures.

- 2.8 As option 2a delivers more affordable housing and performs better financially over the longer term it is proposed that the scheme to redevelop the whole site is pursued. This will provide 8 new energy efficient family homes, with off street parking close to the town centre, which are in great need in Wotton-Under-Edge as evidenced by the figures from HomeseekerPlus. The layout plan is attached as Appendix 1. In the last two years, there has only been 1no. two bed house and 3no. three bed houses advertised on HomeseekerPlus. All of these properties had between 43 & 76 bids each. There have been more sheltered properties becoming available for letting with each of these receiving between 1 and 22 bids on average, and a large number of one bed flats with between 1 and 105 bids. There has also been one four bed house with 67 bids.
- 2.9 As outlined within the New Homes & Regeneration Programme report presented to and approved by Housing Committee in June 2019, the proposals for this site have been submitted to planning. Subject to achieving a successful planning decision, this report provides Housing Committee the opportunity to approve the redevelopment of the site.
- 2.10 Stroud District Council have entered into a Unilateral Undertaking to provide 8 new affordable rented homes on this site. The planning decision is currently awaited.
- 2.11 The funding of the rented units will be through Right to Buy receipts, of which we have sufficient unallocated receipts to allocate up to the 30% of costs allowed on the additional units. The remainder of the scheme will be financed through other capital receipts.

Equality Implications

- 2.12 Section 149 of the Equality Act 2010 sets out the Public Sector Equality Duty ('PSED'). Consideration of equality matters is an integral part of a local authority's decision making. The PSED requires public authorities to have "due regard" to the need to eliminate discrimination, advance equality of opportunity and foster good relations when carrying out activities.
- 2.13 In order to assess whether there were any equality implications, officers carried out an Equalities Impact Assessment (EIA) which was completed on the 19th of July 2019. The EIA concluded that there may be negative impacts on the basis of age and, potentially, disability.

Age - Older residents may find it difficult to be forced to move and may require extra assistance to understand the process and to ensure they get the best possible outcome in terms of new property and ease of move.

Disability - Disabled residents may find it difficult to be forced to move from a property which has been adapted to their needs and may require extra assistance to understand the process and to ensure they get the best possible outcome in terms of new property which suits their needs and the ease of move.

- 2.14 The EIA identified a number of actions that would mitigate against any potential negative impact with the protected characteristics of age and disability. These were:
- Advice, support and assistance made available to tenants;

- Completion of Housing Needs Assessment, identifying the needs of each tenant and household;

- 2.15 The recommended option does, of course, involve the re-housing of the tenants at 13 and 15 Bradley Street and whilst the impact of the loss of their homes on tenants is fully appreciated, the Council has extensive experience of successfully supporting tenants in these circumstances. These tenants are currently being supported by officers and ward members and have been consulted regarding the contents of the report prior to publication. The tenants will have the option to return to one of the new homes on the site if there is a suitable property which meets their needs.
- 2.16 The Human Rights Act 1998 incorporated into domestic law the European Convention of Human Rights (“the Convention”). Specific rights protected by the Convention include in this case those under Article 8, the right of everyone to the peaceful enjoyment of their possessions. It also includes the right to a private and family life, home and correspondence. These rights can only be impinged upon in accordance with the law and where such encroachment is necessary in the interest of national security, public safety or the economic wellbeing of the country.
- 2.17 Housing legislation recognises that a landlord may need to demolish premises and as such any Article 8 rights would be encroached upon in accordance with the law. Given the nature of the scheme, the fact that the properties occupied by the tenants need extensive work, the support package being put in place by the Council and the fact that the tenants will be offered alternative accommodation any infringement would be necessary and proportionate and will be mitigated satisfactorily.

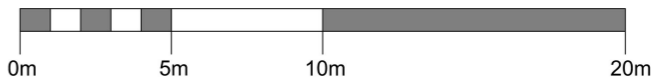
3.0. Recommendation

- 3.1 It is, therefore, recommended that the site at Gloucester Street/Bradley Street is redeveloped to provide 8 new affordable rented council homes subject to planning.



Plot	Size (m²)	Beds
01	93m²	3
02	93m²	3
03	79m²	2
04	79m²	2
05	79m²	2
06	79m²	2
07	79m²	2
08	93m²	3

- Location of Swift boxes (4no. total)
- Location of Bat boxes (4no. total)
- Location of Bat ridge access tiles (8no. total)



PLANNING

Revision		
Client:	STROUD DISTRICT COUNCIL	Scales: 1:250 @A3
Site Address:	GLOUCESTER STREET, WOTTON UNDER EDGE	Project Number: 728
Drawing Title:	SITE PLAN	Drawing Number: 1502
Date:	APRIL 2019	Revision: -
	Drawn by: OT	

Chartered Institute of Architectural Technologists

Trower Davies
Architectural Consultants

8 Manor Park
Mackenzie Way
Cheltenham
Gloucestershire
GL51 9TX
Tel: 01242 224247

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

7

10 SEPTEMBER 2019

Report Title	SHELTERED MODERNISATION PROGRAMME UPDATE
Purpose of Report	To seek approval to the re-categorisation of Willow Road in Stonehouse and to provide Committee with an update on the overall progress of the modernisation programme.
Decisions	The Committee RESOLVES to amend the categorisation of Willow Road sheltered housing scheme from ‘red’ to ‘amber’ and include it within the Sheltered Modernisation Programme for improvements to be made to communal areas.
Consultation and Feedback	Consultation has taken place with the relevant ward councillors, with the Chair and Vice Chair of Housing and the tenants of Willow Road and the wider Park Road estate.
Financial Implications and Risk Assessment	There are no direct financial implications from the decision in this report. As has been previously reported the Sheltered Modernisation Programme is not currently fully funded in the Medium Term Financial Plan (MTFP). If the programme is to continue beyond the current MTFP additional resources will need to be allocated by Council. Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk
Legal Implications	There are no legal implications arising from this report Patrick Arran, Interim Head of Legal Services Tel: 01453 754639 Email: patrick.arran@stroud.gov.uk
Report Author (s)	Chris Horwood, Project Manager. Tel: 01453 754540 Email: chris.horwood@stroud.gov.uk
Options	These are set out in paragraph 3.4 & 3.5 of this report.
Performance Management Follow Up	Progress with the Sheltered Modernisation Programme will be contained within the regular updates to Housing Committee.
Background Papers/Appendices	Ark Report – June 2016 – Page 9 Appendix 1 - Willow Road Questionnaire Findings

1.0 Programme Update

1.1 Phase 1 of the programme is now nearing completion.

1.1.1 The alternative laundry for the residents remaining at Dryleaze Court has been in use since early 2018 and is now out of the 12 month defect period and no major issues were raised.

- 1.1.2 The four Ex-Scheme Manager's properties included in this programme have been converted into eight dwellings and have been occupied since the spring of 2018. These properties are also now out of the 12 month defect period and no major issues were raised.
 - 1.1.3 The modernisation works in the communal areas of Sherborne House in Stonehouse were completed in the autumn of 2018. These works included refurbishment of the lounge and the creation of a modern open plan kitchen area with improved dining and lounge seating areas. The works also included the creation of an activity room off the main lounge, lining of external brick work in the corridors, creation of individual scooter storage/charging points for each property, an open entrance with seating area, fob access for all entrances and a new disabled access toilet. This work is approaching the 12 month defect inspections with no major issues identified.
 - 1.1.4 The moving out of tenants from the main building at Cambridge House is nearing completion and it is anticipated that the final tenant will be re-housed by the end of 2019. Options are currently being explored for possible development of this site.
- 1.2 Phase 2 of the programme is proceeding on schedule.
- 1.2.1 Work began in June on the modernisation works in the communal areas of Concord in Nailsworth. These works include a redesigned communal lounge and kitchen, an improved entrance with automatic door and seating area, installation of a lift and the creation of a Health & Wellbeing Room. We have also created provision for scooter storage/charging, refurbished the central communal patio (which was unusable), provided fob access for external entrances, redecorated throughout and provided modern comfortable furniture. Work is expected to be complete in early October, in time for the 50th anniversary party being planned by the residents.
 - 1.2.2 Architects have been appointed for the proposed modernisation works at George Pearce House in Minchinhampton, works are due to start later this year. Residents have been consulted to gain their views and this has been fed into the design brief for the architects. Work has begun on producing plans and further consultation with residents will be happening soon.
 - 1.2.3 The moving of tenants from the main building at Glebelands has been progressing well with fifteen residents re-homed since this process started in January 2019. There are only a few residents remaining and options are being worked on for the site once it is empty.
- 1.3 Phase 3 - work is underway on planning for which schemes will be modernised in the next phase of the programme. This phase will cover the schemes to be included in the next three financial years and any decisions made will be closely aligned with the recently adopted Older People's Housing Strategy. This programme will be presented to the Housing Committee for approval in December this year.

- 1.4 The new building at Tanners Piece in Nailsworth was completed on schedule in June 2019. This saw the creation of 11 modern, fit for future, apartments for older people, replacing the 8 PRC bungalows that previously occupied the site.
- 1.5 The completion of Tanners piece also sees the site at Ringfield Close become empty and available for development (in order to mitigate traffic and congestion issues during the building work at Tanners Piece, this site had been utilised by the contractor). A planning submission has been made for the development of affordable housing, managed by the Council, on this site.
- 1.6 Planning permission was submitted in August for the planned redevelopment of the communal areas at the Broadfield Road sheltered scheme. These plans involve the creation of 9 new bungalows for rent, 7 no one bedroom and 2 no two bedroom, as reported to the June Housing Committee in the 'New Homes And Regeneration Programme' report. Broadfield Road will then be classed as 'Independent Living', as defined in the Older People's Housing Strategy.
- 1.7 Following consultation, the frequency of the Sheltered Modernisation Newsletter has now been reduced from quarterly to twice yearly. The last edition was delivered to the sheltered residents in July 2019 and included general updates and an article on the opening of Tanners Piece in Nailsworth.

2.0 Willow Road Sheltered Scheme - Background

- 2.1 At Housing Committee on 28 June 2016, members were presented with a report on the Sheltered Housing Asset Review and the recommendations for the 6 schemes that had been categorised as 'red' in the Ark report i.e. suitable for disposal or alternative use.
- 2.2 Willow Road, Stonehouse was categorised as one of the red schemes due to a number of factors, such as high tenancy turnover and location.
- 2.3 It was resolved that Willow Road would form part of a wider review of the Park Estate and potential estates renewal project. As a result, the Council has only undertaken essential repairs and maintenance up to this point.
- 2.4 Consultation was undertaken with tenants following the June 2016 Housing Committee, who were advised that no progress would be made with these proposals until at least 2020.
- 2.5 The scheme consists of 24 properties comprising; 1 no one bedroom two person flat and 23 no one bedroom bungalows, some of which are small studio style properties and 10 that can accommodate two people.
- 2.6 Willow Road was built using traditional construction methods in 1965; therefore there are no issues with the condition or longevity of the structure. There are a total of 23 properties on the site which are located on the ground floor, providing sustainable homes for current and future tenants. The 23 ground floor properties also benefit from their own front and back doors which open to external space.

3.0 Options

- 3.1 In line with the Housing Committee decision, Willow Road and the Park Road estate were assessed for refurbishment and redevelopment, by undertaking a number of feasibility options. The following paragraphs set out the considerations during the feasibility options and provide a recommended course of action for each site:
- 3.2 Willow Road (Refurbishment) – in this option, the suitability of the properties was re-assessed in line with the recently adopted Older People’s Housing Strategy. Particular attention was given to the issues raised in the Ark Report.
- 3.2.1 As mentioned in 1.2, tenancy turnover was deemed to be high in the Ark report. This has been monitored over the past three years to establish whether this has been a consistent trend. During this time, there have been 8 voids, 2 of which were as a result of a fire. The voids which were not associated with the damage from the fire were occupied within average void times. This indicates that there is currently no issue with high tenancy turnover. This improvement could be partly due to recent policy changes which have made one bedroom properties more desirable. The trend of high tenancy turnover could also have been associated with the age of the client group where high turnover may occur at times.
- 3.2.2 The location of the scheme has also been reviewed since the Ark report, and whilst it is a 10 - 15 minute walk to GP facilities, the Post Office and other shops etc, this is not dissimilar to other sheltered schemes in the district.
- 3.2.3 A recent consultation was carried out with the tenants in the form of a questionnaire conducted with them individually (for summary of results see appendix 1). This consultation confirmed that the scheme is popular and highly valued by those who live there. The residents felt that there was a very strong sense of community which benefits them in the form of mutual support. There were no issues raised around tenants accessing local amenities or their properties. It is possible for all properties at the scheme, apart from one, to achieve level access thresholds, which is an important element to achieving a sustainable scheme for the future and there is already some scooter storage on site. There were also no issues raised around fuel costs or keeping the properties warm.
- 3.2.4 Anti-social behaviour issues were raised in the Ark report. These have been monitored since the report was published and the Principal Neighbourhood Management Officer has confirmed that there had been a limited number of ASB incidents, citing neighbour disputes as the main issue. Other than this, the issues are similar to any of our other estates where families are living alongside sheltered schemes. The Police Community Support Officer’s in the area work closely with the Council to manage any issues. The recent consultation with the tenants addressed this question and again did not raise any issues around ASB.

3.3 Willow Road (Redevelopment) - a number of redevelopment options have been explored and it is not possible to increase the density on the site, with the best option only achieving 24 units. It is also worth noting that this option would have consisted of a number of flats. Under planning policy, if the site were to be redeveloped, there would need to be a minimum of 1.5 parking spaces per property, which reduces the ability to achieve more than 24 properties.

3.3.1 The approximate cost of developing the site is £3.5 million, which is difficult to justify when there are no structural concerns with the property and it is believed that the accommodation is sustainable into the future for the client group catered for. – It should also be noted that this scheme would not be eligible for Right to Buy Receipts as the Council would only be providing replacement homes.

The calculated NPV of the site if re-developed is £-68,517. This figure does not take into account the loss of rental income that would result from the demolition of the current properties.

3.4 As a result of the limited development potential and other factors which have changed since the Ark report, the recommended option for Willow Road is:

1) Willow Road sheltered scheme to be separated from any plans for a wider redevelopment of the Park Road estate.

2) Refurbishment, which should include the following actions:

(a) Re-categorise from red to amber – a similar decision was made by Housing Committee in relation to Burdett House, Stonehouse.

(b) Retain the sheltered housing scheme and bring it forward in the planned programme to address any components which are overdue for replacement.

(c) Programme the scheme in the sheltered modernisation project and refurbish the communal areas.

3.5 Proposals for the wider Park Road estate are currently being reviewed, depending on the outcome of this review options may be presented to a future Housing Committee for consideration.

4.0 Recommendation

4.1 It is recommended, that the Willow Road site is re-categorised from 'red' to 'amber'; that the scheme is brought forward in the planned programme to enable any components which have reached the end of their life to be replaced and for the scheme to be scheduled into the sheltered modernisation programme (subject to funding) for improvements to be made to communal areas along with the remaining amber and green schemes. These improvements will be shaped by the Older People's Housing Strategy.

Willow Road Questionnaire Findings

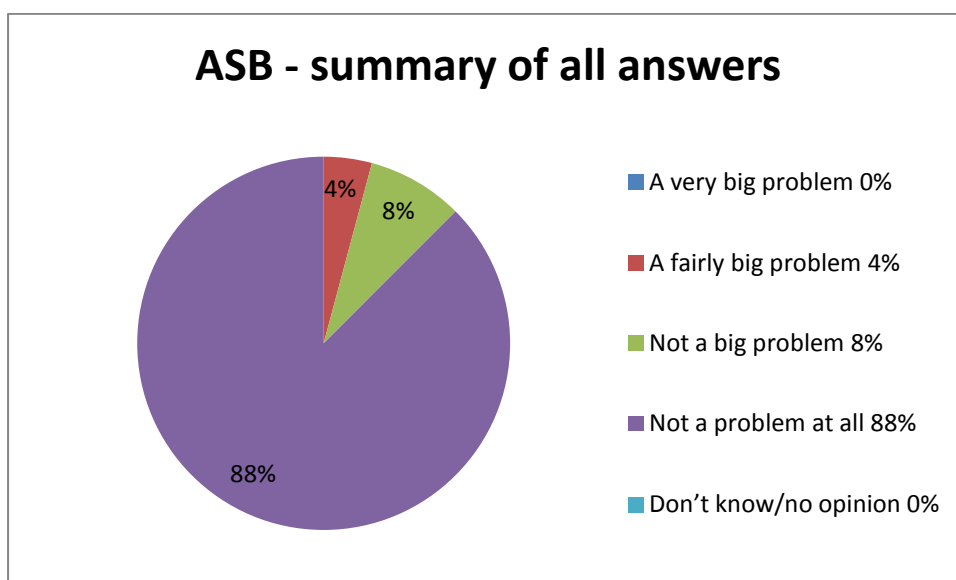
Survey carried out on Friday 29th March, Monday 1st April & Monday 8th April 2019.

Background

There are twenty four properties at the Willow road sheltered scheme, at the time of the survey twenty three were tenanted. A total of twenty one of the twenty three residents were spoken to and twenty were happy to complete the questionnaire (87%).

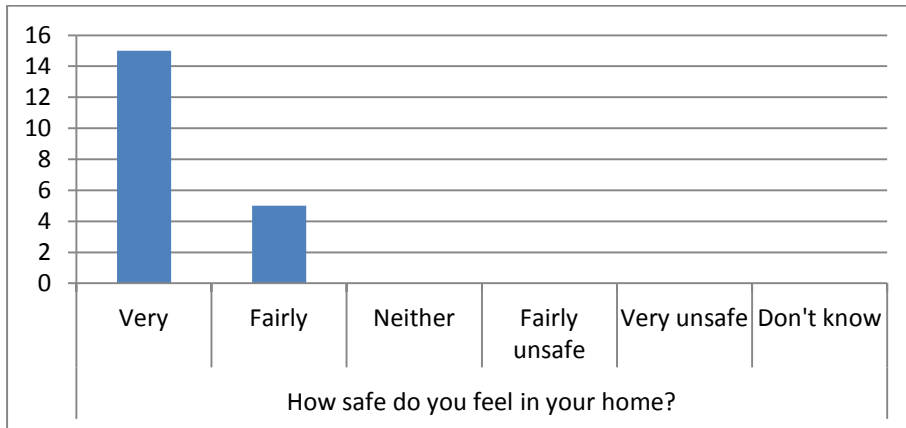
1. Thinking about this local area, how much of a problem do you think each of the following are....

	A very big problem	A fairly big problem	Not a big problem	Not a problem at all	Don't know/no opinion
Noisy neighbours or loud parties		1	1	18	
Rubbish or litter lying around		2	4	14	
Vandalism, graffiti and other deliberate damage to property or vehicles		1	1	18	
People using or dealing drugs			1	19	
People being drunk or rowdy in public places			2	18	
Groups hanging around the streets		1	1	18	

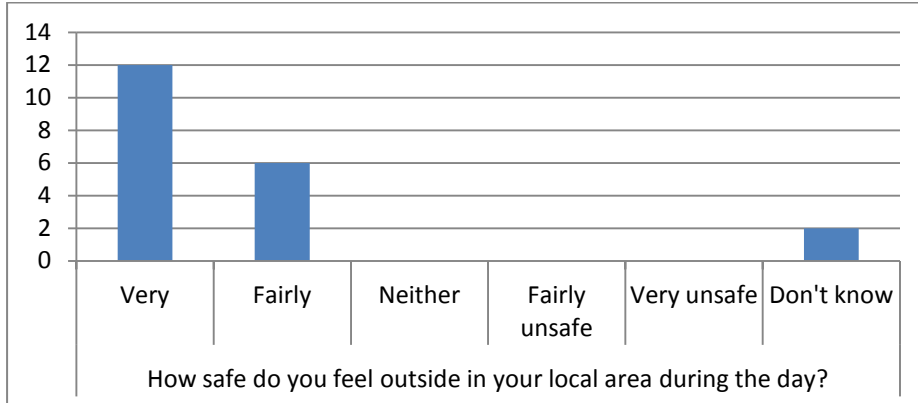


The vast majority of all the responses (88%) stated that the tenants did not experience any ASB problems at all. There wasn't any one specific issue with the responses identifying 'A fairly big problem' (4%), one resident had experienced damage to their vehicle, one complained of dog mess, two mentioned litter problems and one mentioned groups of kids playing outside.

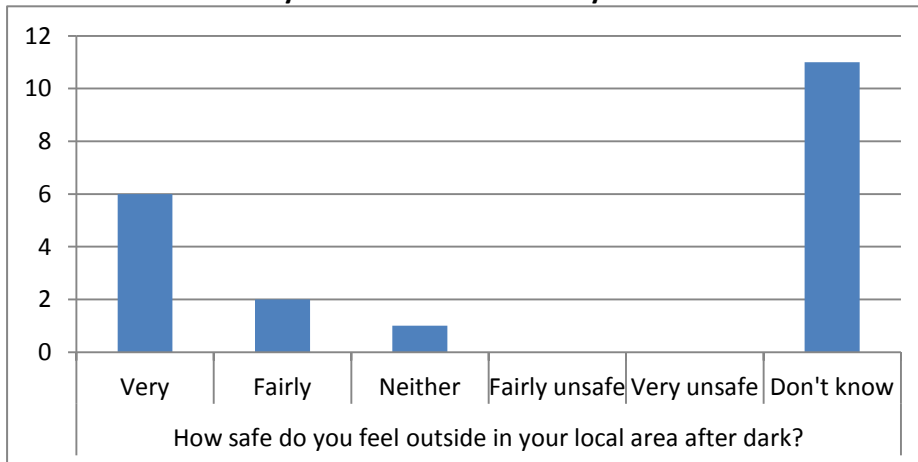
2. How safe or unsafe do you feel in your home?



3. How safe or unsafe do you feel when outside in your local area during the day?

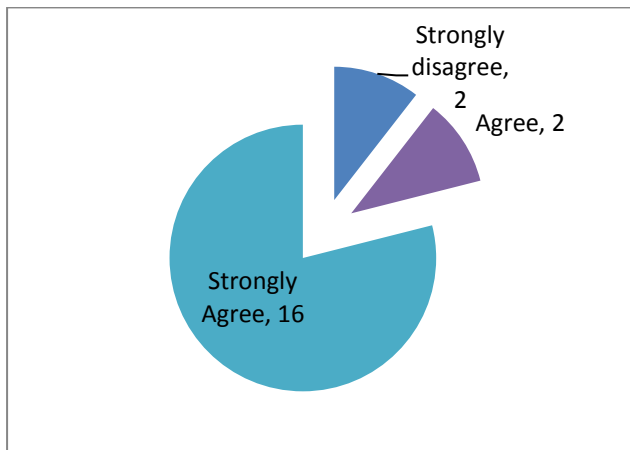


4. How safe or unsafe do you feel when outside in your local area after dark?



The general feeling was either safe or very safe in both the home and neighbourhood. Many residents answered 'Don't know' when questioned about being out and about in the area, specifically about after dark, because they didn't go out. However on further questioning no one said the reason they didn't go out after dark was that they felt unsafe, the reason stated was lifestyle i.e. they settle in early with the TV.

5. I am happy living in my local neighbourhood.



6. I find it easy to get to my GP.

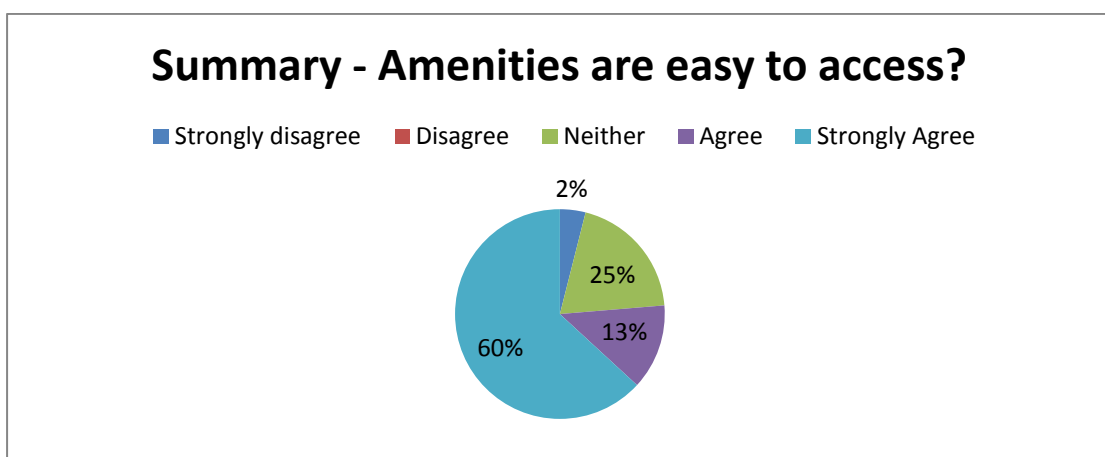
Strongly disagree	Disagree	Neither	Agree	Strongly Agree
1		3	4	12

7. I find it easy to get to shops.

Strongly disagree	Disagree	Neither	Agree	Strongly Agree
		5	2	13

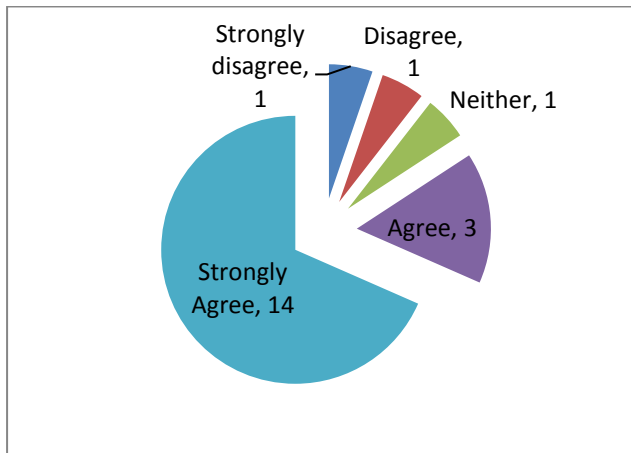
8. I find it easy to get to other amenities.

Strongly disagree	Disagree	Neither	Agree	Strongly Agree
		7	2	11



Only one person felt they had any issues accessing local services with 73% stating that they either agreed or strongly agreed that access was easy. However it is worth noting that nine of the eighteen answering positively either have a car or a carer/friend who take them to appt's etc.

9. I like living at Willow Road.

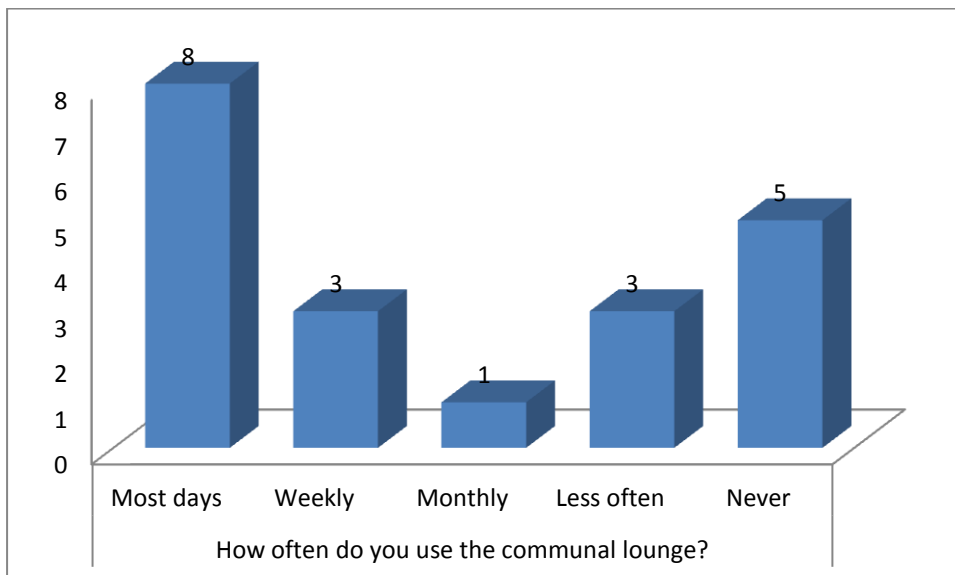


The vast majority of residents are happy with the local neighbourhood (Qu 5) and like living at Willow Road. Of those respondents who 'disagree' with this question, the reasons were around not wanting to live in Stonehouse, as opposed to scheme or area specific issues e.g. one resident is moving soon to be closer to family.

10. I find it easy to get into my home.

Nineteen of the twenty residents strongly agreed with this statement, the one who disagreed mentioned the threshold into the property being problematic with a wheelchair.

11. How often do you use the communal lounge?



12. Do you consider yourself to have a disability? Y / N

Ten of the twenty residents consider themselves to have a disability, five stated mobility issues with other issues mentioned being: Diabetes; COPD; IBS; Learning Difficulty; Deafness. Only three residents have mobility scooters.

13. Are you on the waiting list for a move? Y / N

Two of the twenty residents answering the questions are on the waiting list for a move.

14. Do you have any comment on how warm your property is or how economical it is to heat?

Seventeen of the twenty residents who answered the question felt that their property was warm and economical to heat. One resident found their property to be cold and two felt that their properties were warm but expensive to heat.

15. Have you any other comments?

Other comments included seven residents who complained of the general state of disrepair and felt that the scheme would benefit from some attention. Six of the residents spoke strongly about the good sense of community with a further three specifically stating that they 'didn't want to move'. Other issues mentioned were the age of the doors and windows and the lack of grass cutting, only one resident specifically mentioned that their property was too small (a non-converted bedsit).

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

8

10 SEPTEMBER 2019

Report Title	HOUSING STRATEGY 2019 - 2024
Purpose of Report	To approve the new draft housing strategy following consultation.
Decision(s)	The Committee RESOLVES to approve the Housing Strategy 2019-2024 for publication.
Consultation and Feedback	Extensive consultation has taken place; this is reflected in the body text below.
Financial Implications and Risk Assessment	<p>There are no financial implications arising directly from this report.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p> <p>Risk Assessment: The Strategy seeks to mitigate risk across the Council's spectrum of housing activity by proactively planning for service change to reflect the legislative operating environment.</p>
Legal Implications	<p>There is a statutory requirement for the authority to have a housing strategy.</p> <p>Having consulted on the draft strategy, there is a legal requirement to conscientiously take into account the outcome of the consultation responses prior to a decision being made.</p> <p>Patrick Arran, Interim Head of Legal Services & Monitoring Officer Tel: 01453 754369 Email: patrick.arran@stroud.gov.uk</p>
Report Author	<p>Pippa Stroud, Housing Strategy and Community Infrastructure Manager Tel: 01453 754099 Email: pippa.stroud@stroud.gov.uk</p>
Options	The council could choose to not update the current housing strategy. However, the council has previously fulfilled a statutory duty to periodically review the housing needs of its area and to formulate and publish a housing strategy.
Performance Management Follow Up	Annual Action Plan monitoring will take place and be published on SDC's website.
Background Papers/ Appendices	<p>Housing Committee December 2018 - approval of draft for consultation.</p> <p>Appendix A: Housing Strategy 2019 - 2024 Appendix B: Action Plan Appendix C: Consultation responses</p>

1. INTRODUCTION / BACKGROUND

- 1.1 Accessible, affordable and safe housing forms a fundamental part of the wellbeing of all communities and the life chances of every individual. To this end, there is a raft of statutory duties relating to the housing activities that councils must undertake.
- 1.2 The Housing Strategy is the Council's overarching document that seeks to reflect the range of housing interventions that the Council takes part in, and sets the direction of travel for housing-related services in future through the action planning process.
- 1.3 The previous Housing Strategy was out of date, and given the rapid legislative, policy and economic changes that have taken place in the last five years in this sector, an update is appropriate.

2. ISSUES FOR CONSIDERATION

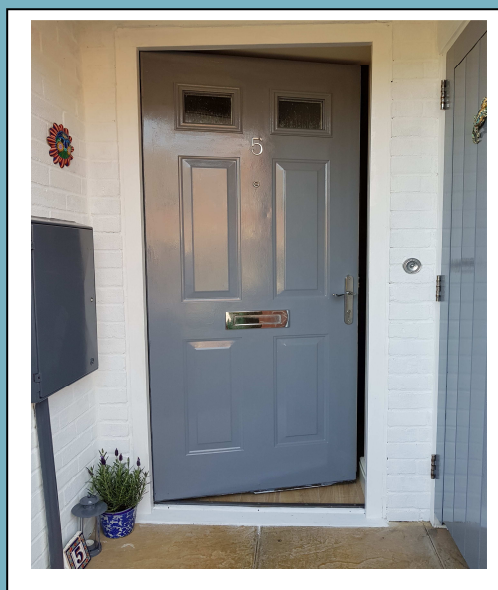
- 2.1 Following endorsement of the draft Housing Strategy at Housing Committee on 11th of December 2018, formal consultation started on 7th March and ended on May 2nd. The consultation was placed online via SDC's website; an accompanying press release was prepared and mention of the consultation was made in the Leader's Diary. In addition, details about, and links to, the consultation were emailed to all members, all parish and town councils, and to all appropriate professional organisations.
- 2.2 A total of 50 individuals and organisations responded, resulting in a total of 376 individual responses to the consultation questions. Not all responses covered all of the questions; the consultation system was deliberately configured in order to allow this so as to provide maximum flexibility for consultees.
- 2.3 In addition to the online consultation, all Members were invited to a dedicated Housing Strategy Workshop session on 23rd April which presented the strategy and sought feedback. A total of 9 Members attended this session.
- 2.4 The consultation responses received online were circulated to the relevant officers, who have commented on these where appropriate; these responses and comments are appended to this report and will be published on SDC's website. Member comments made separately to this are reflected in the minutes of the February Housing Committee and the notes of the April workshop. All of these comments have been taken into account and the Strategy has, where appropriate, been amended to reflect them. The Action Plan has been developed with the individual service areas and likewise reflects the consultation feedback received.

3. CONCLUSION / RECOMMENDATION

- 3.1 Members are invited to approve this Housing Strategy for publication.



Housing Strategy 2019 - 2024



Foreword

Housing is about more than just bricks and mortar. The ability to access good quality, affordable housing and housing related services makes a real and enduring difference to people's lives, and it has long been understood that poor quality housing has a significant adverse impact on the wellbeing of the occupants and on the quality of life in the surrounding area.

Perhaps now more than ever, the condition, availability and affordability of housing plays a vital role in the overall health of our district as a whole. Young people denied access to the housing they need will simply move elsewhere, resulting in a lack of talented young employees that local businesses need. Older people who lack safe, warm and suitable housing are likely to become much more reliant on health and institutional care. In our more prosperous rural villages, basic local services such as cleaning, gardening, handyperson and home care services are becoming more scarce as the people who have traditionally worked in these areas are pushed out by unattainable house prices.

The provision of decent and affordable housing is a key corporate priority for Stroud District Council, and we recognise that the solution doesn't lie with any particular type or tenure. In this strategy we consider all the housing activities that we as a Council take part in, whether that is in building and managing our own stock, preventing and relieving homelessness or helping private tenants and landlords understand their rights and responsibilities. We also want to ensure that there are greater opportunities for community-led and cooperative housing to be developed in the District. In addition, this strategy examines vital cross-cutting issues such as fuel poverty which can affect people across all tenures, at all stages of life.

We recognise that the district's continued success depends on meeting the housing needs of all its residents. Successful communities throughout history have been home to populations of people with diverse incomes, abilities and household types; our challenge as a Council is to target our resources to the greatest effect to support those communities.

Cllr Chas Townley



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Executive Summary

This housing strategy has been developed during a time of considerable national change, with the introduction of new government policy and legislation having a considerable impact on what we do at a local level.

The tools available to us, and some of the constraints within which we work, are influenced by this legislation and by national policies which relate not just to housing but planning, environmental health and the welfare benefits system. We need to be alert to all of these aspects in order to ensure that we provide the best possible housing opportunities to residents.

The local housing market is becoming increasingly polarised between those who were able to buy properties at a time of better wage to house price ratios, and those households who are struggling to access suitable properties.

The Stroud district has a population of 118,130, presenting 51,000 households. The population is predicted to grow to 136,000 by 2041. There are 47,640 private homes in the district with 5160 properties in the ownership of the council and 1640 housing association homes.

Many of the district's properties are categorised as 'hard to treat' in terms of fuel efficiency improvements with 32% being of solid wall construction and 16% off the gas network. We offer a range of help, advice and interventions to help owner-occupiers, private tenants and landlords keep their properties in a safe and healthy condition.

As a landlord we have a number of initiatives in order to ensure that we make the best use of our stock by keeping it well-maintained alongside being updated and refurbished where appropriate. We also take part in anti-fraud and community safety initiatives to protect our homes and estates.

There is an assessed need for 446 new affordable homes every year in the district. We work with a wide range of Registered Providers (housing associations) as well as rural and community housing groups in order to maximise the delivery of new affordable homes. We also have our own in-house development programme to provide new council housing which has delivered 236 homes to date.

As in many areas in the UK, homelessness is growing in the district. We have introduced a wide range of interventions in order to prevent homelessness where at all possible. We also offer a comprehensive housing advice service and maintain the 'Homeseeker' choice-based lettings service for council and housing association rented properties.

How this Strategy works with our other documents:

The Housing Strategy can be seen as being the overarching strategy, covering all the council's housing activities and pulling together strands from the other Council strategies, plans and statements relating to housing.



What IS Affordable Housing?

Affordable Housing is a term we use all the time. But what does it really mean?

According to the UK government's National Planning Policy Framework Glossary, affordable housing is:

Housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers); and which complies with one or more of the following definitions:

The definitions go on to cover affordable housing for rent, starter homes, discounted market sales housing and other affordable routes to home ownership. Each of these types have their own conditions, restrictions and eligibility criteria.

Introduction

Housing and Our Communities

Who is this strategy for?

- Ourselves
- Our Partners
- Our Residents

Why do we need it?

Recent years have seen some huge upheavals in the housing market, from the market collapse in 2007 to the current unprecedented rise in private renting and the related decline in owner-occupation.

As a result, there is a growing divide between the housing 'haves' and 'have nots' with the older generation having been well placed to take advantage of smaller house price to income ratios in the past, pitched against younger households facing unattainable house prices in relation to their incomes.

As a result, discourse has become increasingly polarised, resulting in headlines like these:

Millionaire tells millennials: if you want a house, stop buying avocado toast.

(Independent May 2017)

Selfish baby boomers stop new housing

(Metro November 2017)

The fact remains that healthy, interesting and vibrant communities are home to the broadest mix of people. Villages, towns and cities throughout history have been home to a spectrum of residents of all ages, abilities and incomes.

The big question facing all local authorities is how best to sustain these types of communities while supporting the vulnerable and delivering services in the most efficient way.

UK rents to rise 15% in next five years, property group warns

(Independent August 2018)

UK facing its biggest housing shortfall on record with backlog of 4m homes, research shows

(Independent May 2018)

The National Context

Introduction

This housing strategy has been developed during a time of considerable national change, with the introduction of new legislation and national policy having a considerable impact on what we do at a local level.

As recently as the 1990s, a first-time buyer couple on a low-to-middle income, saving five per cent of their wages each month, would have enough for an average-sized deposit after just three years.

Today it would take them 24 years. Home ownership among 25- to 34-year-olds has fallen from 59 % just over a decade ago to just 37 % today.

National policy changes include:

- The National Planning Policy Framework 2018
- The Housing Green Paper 2018
- National Rough Sleeping Strategy 2018
- Homelessness Reduction Act 2017
- Houses in Multiple Occupation
- Universal Credit

Relevant changes will be covered in the individual chapters to this strategy, but those with more wide-reaching effects are:

National Planning Policy Framework

The new Affordable Housing definition extends the definition of Affordable Rent to include Build to Rent units marketed at an affordable rent, Starter Homes, Discounted Market Sales housing and 'other affordable routes to home ownership'.

Social Housing Green Paper

This paper reflects that the most consistent theme raised by residents was the perceived stigma of being a social housing tenant. The Green Paper looks at ways of overcoming this and refers to a number of initiatives by landlords to tackle this.

Rough Sleeping Strategy

The government is committed to halving rough sleeping by 2022 and ending it by 2027.

Homelessness Reduction Act

The Act introduces a requirement for local authorities to provide improved advice and information about homelessness and the prevention of homelessness, alongside

the extension of the ‘threatened with homelessness’ period. It also Introduces new duties to prevent and relieve homelessness for all eligible people, alongside a requirement for formal assessments and personalised housing plans to be drawn up.

Houses in Multiple Occupation Legislation

From October 2018, powers under the Housing Act 2004 require mandatory licensing of HMOs that comprise of 5 or more people in two or more separate households. This is an extension of previous licensing which only applied to larger HMOs of three or more storeys. This extension also sees the introduction of minimum room sizes, which for a single room will be 6.5m² with no discretion to go below this.

Universal Credit

Intended as a flagship reform of the benefits system, Universal Credit rolls together six benefits (including unemployment benefit, tax credits and housing benefit) into one benefit, paid monthly in arrears. The aim is to simplify the benefits system and increase incentives for people to work.



Affordable flats under construction 2017, Long Street, Dursley.

The Local Context – the Stroud District

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 (AONB), which covers just over 50% of the District's total land area.

Key POPULATION factsⁱ

Population: 118,130
(2017) up 0.56% since
2016

**Change in
households
by 2041:** up
9,000

Number of households 2018:
51,000

Age profile: by 2036, 30%
of the district population
will be over 65.

**Predicted
population
growth to
2041:** 136,000

Key AGE PROFILE factsⁱⁱ

**Young
People aged
0 -15:** 21,114

**Working Age
Adults:** 70,802

**Retirement Age
Adults:** 26,214

Key HOUSING STOCK factsⁱⁱⁱ

**Council
properties:**
5071

Private homes: **47,640**

**Number of households on
waiting list:** **2367**

**Housing
Association:**
1640

Key HOUSING CONDITION facts^{iv}

**36.5% of private rent
dwellings were built
before 1919**

**32% of
dwellings are
of **solid wall**
construction**

16% of properties are **off
gas network**

The District's Housing Needs

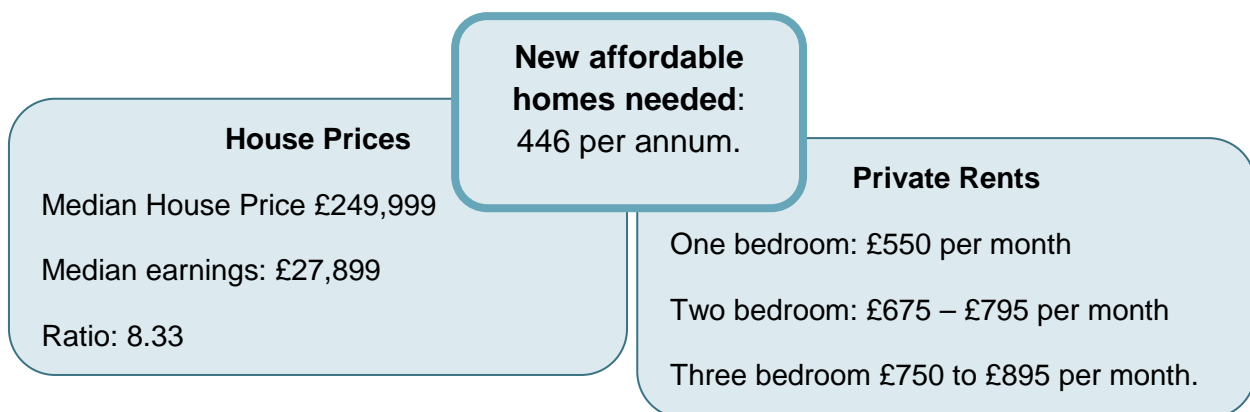
Measuring the need for affordable housing

Stroud District Council commissions a number of pieces of research to look at the need for affordable housing, usually in partnership with the other Gloucestershire Local Authorities as housing markets tend to span more than one local authority area.

This research calculates who needs what sort of affordable housing, where, and when, so that we have a good understanding of what new affordable housing might be required in future and can shape policies and delivery to meet this need.

The most recent of this research is the Gloucestershire Strategic Housing Market Assessment (SHMA) of 2015. This updates existing survey data to give a picture of the current and future need for affordable housing in the district, and an affordable housing needs figure is calculated according to government guidelines.

The SHMA document can be found on the Council's website www.stroud.gov.uk



The Private Rented Sector

Despite the ageing of the general population in the district, the proportion of younger households in the private rented sector is increasing.

Whilst single person households and households containing two adults and no children comprise over 60% of this sector, there has been a significant growth in the number of households with children in rented housing and they are over-represented in this tenure relative to the wider population – around 15% of households with children now live in the private rented sector.

Affordability in the private rented sector is an increasingly important issue, with rents rising faster than earnings. Nearly 40% of households spend over 30% of their income on housing and more than 15% spend over 50% of their income on housing.^v Younger people, older people and those with disabilities living in private rented properties are more likely to spend an excessive proportion of their income on rent.

Action: we are currently jointly commissioning a new Strategic Housing Market Assessment (now called a Local Housing Needs Assessment) for publication in 2019.

Making the Best Use of Existing Housing: Our Role as a Landlord

Objective: *To work collaboratively with our tenants and contractors to provide an excellent service.*

Introduction: Stroud District Council is the only Council in Gloucestershire which has retained its housing stock in direct Council management, and we are the largest landlord in Gloucestershire.

Tenant Services provides the housing management function for the Council. This service covers all landlord functions including repairs and maintenance, gas servicing, resident involvement, rent and income collection and management of tenancies including lettings.

Why we need to do it:

In order to achieve our aims and aspirations we need to have robust financial planning in place for the next 30 years. This ensures that we are able to deliver our plans relating to stock maintenance in terms of both planned programmes of replacement and responsive repairs, as well as carrying out risk analysis on our income and expenditure. In addition, tenant engagement adds value for money for residents.

The Regulator for Social Housing sets standards for landlords delivering social housing. As a local authority we are held to the Consumer Standards which have four elements:

- The Home Standard 2015 (Quality of Accommodation and Repairs & Maintenance)
- The Tenancy Standard 2015 (Allocations, Mutual Exchanges and Tenure)
- The Neighbourhood and Community Standard 2015 (Neighbourhood Management including Anti Social Behaviour)
- The Tenant Involvement and Empowerment Standard 2017 (Customer Service, Choice and Complaints including involvement and empowerment)

What we've done:

Top achievements in the last 5 years

- Brought our gas servicing in-house rather than contracting it out.
- Successfully recovered several properties where fraud was a factor in the original letting or application for the Right to Buy.
- Developed and delivered an 'obsolescence' strategy to deal with stock which is beyond economic repair
- Minimised the impact of welfare reform in relation to the spare room subsidy (bedroom tax) and the roll out of Universal Credit by developing approaches which are informative, supportive and effective.

- Delivered renewable energy solutions including fitting 329 properties with Air Source Heat Pumps and 612 properties with Solar PV.
- Reduced Leaseholder debt from £45K to £7K within 12 months (2017-2018)

Policies, Practices and different ways of working:

Tackling Under-Occupancy

By identifying under-occupancy we help make the best use of our stock by supporting tenants who wish to downsize by offering a moving home grant, which releases larger properties for those in need. This approach has been gaining momentum with the roll out of Universal Credit and the spare room subsidy (bedroom tax).

Damp and Mould is recognised as a significant risk to health and wellbeing and our approach is very much around prevention through education about lifestyle behaviours (hanging damp clothing over radiators without adequate ventilation, for example). The Repairs and Maintenance (including damp and mould) policy 2016 has been developed to make clear what our responsibilities are as a landlord, and which are the responsibilities of our tenants.

The Tenant Empowerment Strategy 2018 takes the opportunity to engage with a wider range of tenants through the use of digital access such as social media, online services and mobile phone apps. We are raising the standard of formal engagement and also increasing opportunities for tenants to dip in and out of areas where they may have a special interest, for example, by community or by activity.

The Non Traditional Homes Strategy and Obsolescence Procedure Guide 2016 provides clear direction on how we manage the 600 properties of 9 different types that have been constructed using non-traditional methods. These units are often difficult to heat and suffer from poor thermal insulation, meaning that a complex approach is required to improve them. It provides a clear decision-making tool with guidance for officers and Members and a framework by which the Council can effectively consult with all stakeholders.

The Aids and Adaptations policy 2016 supports our work with care professionals, including the NHS, to reduce hospital admissions and improve discharge times so that tenants can stay or return to their homes with the correct adaptations to support them. £145K has been spent on adaptations to our properties during first 6 months of 2018.

The Gloucestershire Tenancy Fraud Forum. As a founder member of the forum, we have worked closely with our social landlord partners detecting and preventing fraud. Two cases of attempted Right to Buy fraud were investigated in

2018 with the successful result that the two properties have been returned to the Council's housing stock.

Community Safety. We are undertaking a new collaborative working approach with Community Safety colleagues, with joint operations involving Neighbourhood Management Officers and Neighbourhood Wardens tackling instances of fly tipping, anti-social behaviour and drug misuse. We also work with Gloucestershire Constabulary to identify cases involving 'County Lines' criminality, which seeks to exploit children and young people in the selling of drugs.

We are leasing some properties direct to specialist support agencies to ensure that people with physical or mental health challenges can be offered suitable supported accommodation in the district.

What we're doing next:

- Investigate the de-pooling of service charges and new tenancy agreement (2019)
- New Service Standards (2019)
- Tenancy Fraud detection programme ongoing
- Satisfaction survey (2019)
- Online Tenant Engagement (2019/20)
- Military veterans sensitive lets policy (2020)
- Develop a tenant-led Stroud Standard for repairs and maintenance (2019)
- Identify cases where disabled adaptations can sustain tenants in their own homes to prevent hospital admissions, or secure early discharge from hospital (2019)
- Develop a Policy of supporting victims of Domestic and Mental abuse (2019)



Making the Best Use of Existing Housing: Improving Private Sector Housing

Objective: to improve the health, safety and well being of residents in private sector housing that are affected by inadequate housing conditions

Introduction:

We help to improve the health, safety, and wellbeing of residents in private sector housing within the district that are affected by poor housing standards, particularly those disadvantaged through social deprivation, disability, age, vulnerability or infirmity. We place a particular emphasis on those living in the rapidly increasing private rented sector.

'Private sector' housing means homeowners, tenants renting from a private landlord and those renting from a Registered Provider (housing association). Every five years we publish a Private Sector Housing Renewal Policy detailing the actions we propose to take to improve the condition of private sector housing in the district; you can find this policy on our website via the following link [Private Sector Housing Renewal Policy 2018-23](#)

Local authorities can provide assistance in the form of grants, loans, advice or materials, or we can directly carry out work repairing, improving, extending, converting or adapting housing accommodation. Our Policy reflects the national trend which is moving away from providing grants and instead supplying low-cost loans. This helps resources to be stretched further as repayments are recycled over a number of years.

Why we need to do it:

In the Stroud District there are 47,110 private sector dwellings. These include owner occupied (74%), dwellings owned by private landlords (12.3%) and those owned by Registered Providers (3.4%). Of these dwellings 25% were built before 1919 with 36.5% of private rented dwellings built before 1919.^{vi}

Living in a home which is cold, damp, overcrowded or in poor repair can lead to health problems, which in turn can have a negative influence on community stability and crime levels, cause environmental problems and lead to increased costs for healthcare providers. It goes without saying that improved health brings wider benefits for everyone. Energy efficiency improvements help to prevent excess winter deaths each year by ensuring homes are adequately and affordably heated by reducing heat loss and improving heating systems.

Whilst the private rented sector will always be the housing of choice for some, it is becoming the only option for a large number of people. The private rented sector in England is expanding rapidly, mainly due to the lack of other affordable housing options available.

What we've done:

During the last 5 years, the Housing Renewal Team has achieved the following:

- Carried out investigations into 317 complaints from private sector tenants and carried out actions to resolve those complaints and improve the standard of private rented property.
- Approved 32 Healthy Homes Loans totalling £180,000 to vulnerable owner occupiers on low incomes to carry out essential repairs to their properties.
- Approved 139 Disabled Facilities Grants totalling £1.1million to enable adaptations to be carried out to allow people to continue living in their own homes.
- Identified all properties in the district which met the criteria for Mandatory HMO licensing and ensured that they were all licensed.

By working in partnership with the Warm & Well Scheme we have also assisted in the installation of 548 energy efficiency measures to homes and brought in an additional £600,000 of external funding towards the cost of those measures.

How we do it:

We help to improve the health, safety, and wellbeing of residents in private sector housing within the district that are affected by poor housing standards or disadvantaged through social deprivation, disability, age, vulnerability or infirmity. We place a particular emphasis on those living in the rapidly increasing private rented sector.

Objectives

To help achieve the Policy's aim a number of key objectives have been identified:

1. Remove the most serious home hazards (category 1)
2. Improve housing conditions in the private rented sector
3. Promote and improve energy efficiency in the home
4. Mandatory licensing of Houses In Multiple Occupation (HMOs)
5. Licensing of mobile homes and caravan sites
6. Adapt accommodation to meet the needs of those with disabilities.
7. Tackle empty homes

Assistance

In order to meet these objectives, the council works in partnership with other local authorities, agencies and charities. A range of policy tools are used to meet the needs of residents in the private housing sector, such as:

- Advice and Signposting
- Financial assistance
- Enforcement

We give free advice to both owner occupiers and tenants on housing repairs, making adaptations, improving home energy efficiency, letting accommodation, accessing private rented properties, mobile homes and caravan sites and reusing empty properties. We also carry out a range of activities to reduce fuel poverty; you can find out more about this in the Health and Wellbeing chapter of this document.

What we're doing next:

Healthy Homes Loan

Owner occupiers are entitled to apply for a Healthy Homes Loan of up to a maximum of £15,000 for essential repair works to their homes. This is an interest free loan. Eligible works are those that the council deem necessary to reduce any category 1 hazards under the HHSRS. The hazards most commonly identified are those relating to cold and damp and mould growth. Whilst works to remove these hazards such as the installation of insulation and heating are eligible for assistance under the loan sometimes more appropriate help is available under the Warm & Well Scheme to address these hazards. The application for a loan will include a test of resources to assess the applicant's income and savings; if the property is sold or transferred the loan must be repaid in full. This enables the loan funding to be recycled and reused to help those in most need.

Enforcement

Legislation places a duty on local authorities to take action if a category 1 hazard is identified in a dwelling. This legislation aims to protect the health, safety and welfare of tenants, home owners and the general public. The Housing & Planning Act 2016 introduced further powers to prosecute, issue simple cautions and/or carry out works in default of landlords who fail to comply.

Protection from Retaliatory Eviction

The Deregulation Act 2015 introduced rules to protect tenants from unfair eviction (known as retaliatory eviction) following a complaint to the landlord concerning the condition of the property. We have been raising awareness of this with private sector tenants and there is further information on our website, including a template letter that tenants can use to notify their landlord about problems.

Letting Agents Redress Scheme

The Redress Schemes for Lettings Agency Work and Property Management Work (Requirements to belong to a Scheme etc) (England) Order 2014, introduced a legal requirement for all lettings agents and property managers in England to belong to one of three government redress schemes. Where an agent or property manager has not joined a scheme the Council can issue a £5,000 fixed penalty fine.

Protection from Smoke and Carbon Monoxide

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 place a duty on landlords to ensure that a smoke alarm is installed on each storey of a property and a carbon monoxide alarm in any room where there is a solid fuel burning appliance. We can issue a fine up to a maximum of £5,000 to landlords who don't comply.

Mandatory Licensing of Houses in Multiple Occupation (HMO)

Houses in Multiple Occupation (HMOs) often provide inexpensive shared accommodation for those who need it. The council offers advice to tenants, owners and managing agents. Where HMO properties are found to be unlicensed the Council will either issue a Civil Penalty Notice or prosecute in accordance with the adopted Civil Penalties Enforcement Policy.

From October 2018, powers under the Housing Act 2004 require Mandatory Licensing of HMOs that comprise of 5 or more people in two or more separate

households. This is an extension of previous licensing which only applied to larger HMOs of three or more storeys.

Currently, there are 20 licensed HMOs in Stroud. It is expected that there will be an additional 100-150 properties in the district that will meet the new requirements for Mandatory HMO licensing. The council will continue to work to ensure those HMOs that require licensing are licensed through a range of measures.

Licensing of Mobile Homes and Caravan Sites

The council responds to any complaints regarding the condition of sites and offers advice to owners who are unsure if a license is required. Advice on compliance with license conditions is given to ensure a satisfactory standard of health, safety and wellbeing for the occupants.

Adapting Accommodation to Meet Disability Needs

The Council offers a range of information and advice on its website to assist those wishing to adapt their home to make it more suitable to meet their needs. This has recently been updated to include a database of local builders, architects and surveyors which is available from our website: [Help with the repair and adaptation of homes in Gloucestershire](#)

Mandatory Disabled Facilities Grants (DFG)

It is a requirement for the council to grant aid necessary and appropriate works to adapt accommodation to allow disabled persons to remain in their own homes. A grant is available of up to £30,000 to provide financial assistance to make essential adaptations to a disabled person's accommodation. Eligibility for a DFG is determined by an assessment of need by an Occupational Therapist and a test of resources.

Discretionary Disabled Facilities Grants

Discretionary grants and loans may be available for works not eligible for Mandatory DFG such as:

- Relocation costs to a more suitable property
- Top-up funding where costs are above the Mandatory maximum
- Works considered necessary to meet need but are outside of the Mandatory scheme.

Empty Homes

We actively target empty properties to bring them back into use. The owner (if known) is contacted to seek their cooperation. If it is not possible to persuade an owner to deal with a property, we have the option of implementing a number of statutory powers.

Empty Homes Loans

An Empty Homes Loan of up to £15,000 may be offered to assist the owner of the property with renovation costs to bring the property back into use for affordable private rented housing. An assessment is made by a Private Sector Housing Officer to identify any works necessary to make the property habitable and meet the Fit to

Rent Standard. Applicants must also agree to apply for a Fit to Rent certificate and accept the council's Deposit Bond scheme.



Housing Needs: Other Types of Accommodation.

Gypsies, Travellers and Travelling Showpeople

The cultural and housing needs of the Gypsy, Traveller and Travelling Showpeople community can be very different to the district's general population. The 2017 update to the Gypsy and Traveller Accommodation Assessment, which was commissioned by the Gloucestershire District Councils, identified the need for additional pitches for travelling communities in Gloucestershire. The Council will examine a number of recommendations through the Local Plan review process that could for example include additional pitches or short-term stopping areas situated on specific pieces of ground, which are made available where needed for an agreed and limited period of time.

Boat Dwellers and Van Dwellers

At times of high housing pressure, some households will seek alternative accommodation to the traditional 'bricks and mortar' routes to finding a home; one of these options is dwelling on a houseboat. Some communities have a heritage of living, working and travelling on the waterways but, more recently, additional households are choosing to live on boats because of the relative affordability of this type of accommodation. While this is not generally a problem locally, we need to be alert to significant increases in boat dwelling where this could put strain on limited infrastructure or cause conflict with local residents.

Alongside this, there is anecdotal information that there are a growing number of people in the district resorting to living in vans; vehicles which have not been formally converted to living accommodation. We have a protocol in place with Gloucestershire Highways that they will inform us when they are made aware of these sorts of households. We can then ensure that these households have access to housing advice, where appropriate, or other services that they may need.

Beds in Sheds

Beds in sheds are informal, and often illegal, dwellings formed from sheds or other structures. They provide sub-standard living conditions which are potentially dangerous to tenants, and could conceal other problems such as modern slavery or trafficking. While this problem is generally only currently an issue in larger cities we need to ensure that it does not become a problem in our district. If we are made aware of any of this sort of accommodation we will thoroughly investigate and take action where appropriate.

Housing Advice and Homelessness

Objective: *To prevent homelessness and support households who do not have settled accommodation*

Introduction: Homelessness has been increasing both nationally and locally. The focus on homeless prevention has been further strengthened by the introduction of the Homeless Reduction Act 2017 which was enacted in April this year. Stroud District Council's Housing Advice Team has an impressive record in preventing homelessness, achieving the highest figures in Gloucestershire and one of the highest in the entire south west.

The housing advice team gives advice on a wide range of housing matters including: Renting a home from a private landlord or social landlord, illegal eviction and/or harassment, rent and mortgage arrears, homelessness prevention, domestic abuse and advice for landlords.

Why we need to do it: The council has a number of statutory duties relating to housing advice and homelessness. Part VII of the Housing Act 1996 introduced a duty on Councils to tackle homelessness and the Homeless Reduction Act 2017 expanded this.

What we've done: Stroud District Council has performed consistently well over the last few years when compared to other councils in the South West. We have had high numbers of homeless preventions as measured by central government, relatively low numbers of households in temporary accommodation and cost effective use of funds to prevent homelessness.

How we do it: The Housing Advice Team has developed a variety of methods to help prevent homelessness including:

- Grants for deposits and agency fees to access private rented homes
- Mediation for young people and their families, and for couples
- Sanctuary scheme for victims of domestic abuse to enable them to remain safely in their homes.
- Double deposit payments for landlords in lieu of having a guarantor.
- Support for people leaving hospital to secure suitable accommodation if they cannot go back to their previous home.

- Support to access Discretionary Housing Payments and the financing of a specialist debt advice worker in Stroud Citizens Advice.
- Provision of rent guarantee insurance.
- Payment of rent arrears to secure a tenancy at risk (where extenuating circumstances have resulted in arrears).
- Referrals to specialist community based housing support.
- Renegotiation fee to bring rents in line with Local Housing Allowance rates.
- Paying for other solutions to tenancy breakdown e.g. clearing garden or property, providing sound insulation.
- Setting up direct payment of Housing Benefit.
- Training to support organisations to ensure accurate advice is given at the earliest opportunity, and that the organisations are aware of the help available from the Housing Advice Team.
- Advertising our services in all GP surgeries, health centres and community centres.
- Outreach advice sessions at partner agencies.

What we're doing next:

There are fresh challenges ahead for the team. Although still relatively low compared to other housing authorities, the use and cost of temporary accommodation has escalated. The temporary accommodation currently available to the council is not sufficient to meet demand and the use of accommodation such as Travelodge and Premier Inn has increased. At times, there has been no accommodation available within the district and families have had to be placed as far away as Bristol. We are seeking to improve this situation by:

- Converting a property within our own stock to provide three units of temporary accommodation.
- Sourcing self-contained accommodation through the private sector.
- Proposing the purchase or building of our own bespoke temporary accommodation within the district.

The other major new challenge relates to the extra duties imposed by the Homeless Reduction Act 2017. This is affecting our homeless prevention figures in two ways, actual preventions and recorded preventions:

- The duties imposed by the Act have resulted in a significant increase in bureaucracy which is impacting on the time spent actually working with customers to prevent or relieve homelessness.
- The increase in caseloads (averaging 167% in the first six months) has also had a significant impact.
- The extra personal details needed to meet the new requirements to record prevention and relief mean that, although we will be preventing and relieving homelessness, they will not be officially recorded. This is particularly where

we work with partners, both internal and external, where the partners are unwilling or unable to record the necessary personal details. Recording accurate figures is important because government resources are often allocated according to those figures.



Affordable flats in converted former hotel, Newport, Berkeley.

Health and Wellbeing: Tackling Fuel Poverty

Objective: *To raise the energy performance of existing homes and to build new homes (in private and social housing sectors) to zero carbon standards*

Introduction

Put simply, fuel poverty occurs when a household is unable to keep their home adequately heated and there are around 2.5 million households in fuel poverty in the UK. There are three main factors that contribute to fuel poverty: the energy efficiency of the property, the cost of the energy, and household income.

Why we need to do it

Households that spend more time at home, for example older households, or those with young children, are most at risk from fuel poverty. A significant part of the district's housing stock is classified as 'Hard to Treat' where occupiers are likely to be in fuel poverty, with 32% of solid wall construction and 16% in off-gas areas. 26% of private sector dwellings in the district have serious (category 1) hazards. This is higher than the national average of 22%.

Designing new homes, retrofitting older homes and improving existing housing stock by placing energy conservation at the heart of the process are all steps to achieving healthy and sustainable homes.

What we've done

Warm & Well Partnership

The 'Warm and Well' advice line provides free and impartial energy efficiency advice to residents in Gloucestershire on a range of areas from basic 'top tips' for saving energy to more complex renewable energy systems. Warm and Well also has officers who carry out home visits to offer guidance.

Warm Homes Fund

In conjunction with Gloucestershire and South Gloucestershire authorities, we successfully led a bid for £5million of funding to pay for the installation of affordable central heating systems for any household in fuel poverty.

Minimum Energy Efficiency Standards

Living in private rented accommodation significantly increases the likelihood of a household being fuel poor, and we will enforce the Energy Efficiency (Privately Rented Property) (England and Wales) Regulations 2015 which were introduced to improve the energy efficiency of privately rented property. The regulations set out a minimum level of energy efficiency for any privately rented property which is required to have an Energy Performance Certificate (EPC)

In Gloucestershire we have secured £200,000 funding a year from the Gloucestershire CCG and the Warm Homes Fund which landlords can access. Where funding is available and a landlord fails to carry out the necessary works we can serve a Financial Penalty Notice of up to a Maximum of £5,000 on the landlord.

How we do it

We provide a range of advice, signposting and intervention services through the Private Sector Housing Team who work within the Environmental Health department.

Health and Wellbeing – Low Carbon development

Objective: *To deliver the best possible standards across all new housing*

Why we need to do it

The construction sector is one of the biggest contributors to greenhouse gas emissions. Global concerns about climate change and rising energy costs are leading to the focus falling on the way buildings are designed, built and used.

On a more immediate basis, homes that are inexpensive and easy to keep warm and dry are essential to every household's wellbeing.

What we're doing

There are a wide range of standards that new homes could meet; low carbon, zero carbon, Passive Haus and eco homes are just some of the standards and targets used. As a result, research has been commissioned for the Local Plan to examine the advantages and disadvantages of different potential targets. As there are different costs associated with each target, we need to ensure that seeking particular standards for new homes don't have the effect of reducing the overall number of new affordable homes built.

Alongside looking at targets for energy, water, climate change adaptation, biodiversity and waste, the Local Plan research will also examine the wellbeing effects of new developments.

What we're doing next

The results of this research will be assessed and Local Plan policies developed in response to ensure that the best possible standards are achieved for all local housing development.

Health and Wellbeing - Tackling Health Inequality

Objective: *To develop health, wellbeing and community benefits from improving housing, both new and existing in the public and private sectors.*

Introduction: Health inequalities are a ticking time bomb for our district. They might be caused by rural isolation, poverty, obesity, mental ill health, adverse childhood experiences, being a carer or living with long term conditions like dementia or heart disease. Health inequalities increase demand on our front-line services, impact on housing needs and on the quality of life for our residents.

Why we need to do it: We have a number of local demographic drivers for our work. We have an ageing population who are living longer and with more long term conditions. Mental ill health is increasing as well as self harm and risk of suicide. Loneliness and social isolation causes ill health and affects the population of all ages, not just older people. Physical activity levels drop every year and with it, obesity levels increase.

What we've done: We have provided targeted activities to promote healthy lifestyles and reduce health inequalities in the following ways:

- Due to demand we increased the number of Better Balance classes being offered around the district which saw an increase of **178%** from the previous year.
- **3496** attendances on our Healthy Lifestyles Scheme.
- **260** yr 4/5/6 girls from Stroud District Primary Schools participated in the annual Football Tournament organised in partnership with South Gloucestershire and Stroud College Students as part of their Level 3 Sport course.

- **416** attendances at Walking Netball at Stratford Park Leisure Centre following on from a taster session held at the Active for Life Day.
- Established a Cancer Rehab Class in partnership with Macmillan Next Steps Team at Gloucestershire Care Services.
- **2746** attendances recorded on Health Walks across the district.

How we do it:

Health and Wellbeing Plan

Stroud District is one of the few Councils in Gloucestershire to have a dedicated Health and Wellbeing Plan to pull together the different strands of Council work that impact on health and wellbeing. The Plan can be found at www.stroud.gov.uk

What we're doing next:

Targeted Health Activities

Healthy Lifestyles Scheme (HLS) is looking to expand its community offer in the next 12 months in the following areas:-

- Peri & Post Natal exercise classes. There currently is a limited supply of exercise classes for peri & post natal mothers in the Stroud area. We will be working closely with the local midwife team & health visitors to ensure the sessions are offered in place where there is the most needed & at an affordable price.
- Cardiac rehab (gym based). The HLS currently offer circuit-based cardiac rehab classes which are really popular, but with the age of people who are having cardiac events decreasing it is vital we respond to this trend. We will be establishing gym-based cardiac rehab classes at Stratford Park Leisure Centre in 2019. Participants who attend the gym will follow a tailor made gym programme and complete it under the instruction of a qualified cardiac instructor.
- Aqua Activity for Health class. The HLS currently offers swimming as part of the 12 week scheme but there is no water based class options. This class would be a 12 week block of classes, where by the patient would complete weekly aqua classes at Stratford Park Leisure Centre with the additional option of access to a wellbeing programme.

Our Active for Life Programme continues to go from strength to strength providing awareness and opportunities for people living within the Stroud district to participate in health and wellbeing activities

Older Person's Housing

Objective: *To ensure that older people have access to appropriate and good quality homes*

Introduction:

We currently have around 720 units of sheltered accommodation for older people in our stock, and we're committed to delivering accommodation for older people which is fit for purpose and meets the diverse needs of an ageing population.

Why we need to do it:

The number of people living in the Stroud district over the age of 60 is set to dramatically increase over the next 20 years. We recognise that the needs of older people vary, and that their needs continue to change through later life. We're therefore committed to providing a range of older person's accommodation which can meet these diverse needs, whilst enabling people to live as independently as possible in their home.

What we've done:

The Sheltered Modernisation Project has delivered a number of changes to existing sheltered housing schemes which is starting to shape the Council's housing for older people, making them places where people want to live.

How we do it:

The Council recognises that there are constraints on Social Care, and that as a landlord, we need to work in partnership with other bodies such as Gloucestershire County Council as the primary authority providing care services to older people. We are currently working closely with them on the Housing with Care Strategy, keen to play our vital role in providing good quality homes which meet the needs of our residents and reduce the likelihood of admissions to institutional care.

What we're doing next:

We have developed an Older Person's Strategy, which will focus on our accommodation for older people, ensuring that it is suitable for current and future tenants. To do this, we will continue to invest in the modernisation of its sheltered housing schemes through the Sheltered Modernisation Project. We also hope to use some communal areas in these schemes to reduce social isolation by encouraging group activities in these spaces. All our assets will also be reviewed to ensure that we are maximising the availability of accommodation which is suitable for older people. Our Strategy can be found on www.stroud.gov.uk

Housing- Related Support

Objective: *To facilitate the provision of specialist support to all those who need it.*

Helping People to Live Independently

The needs of our residents can go beyond the provision of a place to live; support is often required to allow people to remain in their own homes or to assist with specific problems they may face. We work closely with Gloucestershire County Council to help people to live independently in their own communities through the provision of community-based support. This can be either short-term to help people develop the skills and confidence to manage their own accommodation, or longer term where needed.

Supported Housing

For people who are unable to live independently in the community, supported housing is available. This type of accommodation is able to offer intensive and specialist support to help people recover and move on to regain their independence.

Young People

Supported accommodation is available specifically for young people to help them develop the independent living skills that they will need to be able to maintain their own accommodation in the future, and we currently have 47 units of this type of accommodation across three projects in the Stroud District. We also fund Gloucestershire Nightstop, who provide temporary, emergency accommodation for young people aged 16-25 who are either waiting for settled accommodation or may be in need of 'breathing space' as a result of problems at home.

Entrenched Rough Sleepers

Individuals who have slept rough for a long time can be harder for services to help. They often mistrust support staff and may be reluctant to engage with services. On the street they risk being attacked, robbed, or becoming seriously ill. Many have complex needs or an addiction which they may not feel willing to tackle. We are part of the Gloucestershire Social Impact Bond project which is providing funding of over £1m to provide direct help to rough sleepers facing these problems. This help is provided by P3, a national charity.

People Experiencing Domestic Abuse

County Council funding arrangements for domestic abuse services have changed from the provision of refuge accommodation across the county to a more support-based provision model. Gloucestershire Domestic Abuse Support Service (GDASS) provides a range of specialist support including helping people to remain in their own homes should they wish and when it is safe to do so. We will continue to work closely with GDASS.

Currently the only refuge accommodation provision in the county is provided by the Stroud Beresford Group, who own and manage two refuges in the Stroud district. We work closely with the Stroud Beresford group, providing regular grant support

and over the last five years we have successfully secured £267,000 through bid funding to support and expand the work of the Stroud Beresford Group.

To help provide additional accommodation we have worked closely with our district colleagues and GDASS to develop self-contained accommodation units across the county specifically for victims of domestic abuse. This followed a successful countywide bid for £500,000 government funding.

Sanctuary Scheme/Target hardening

To support households to remain in their own home we work in partnership with district colleagues to fund a countywide scheme whereby properties are made more secure so that households experiencing domestic abuse can remain safely in their own homes.

Universal Credit

Until now, only people making a new application for benefits in certain areas have been able to apply for Universal Credit. The next stage – ‘managed migration’ – will see those people currently receiving tax credits or benefit payments under the old system sent a letter telling them to reapply for these payments under Universal Credit. Each person will have to wait at least five weeks for the first payment and if the deadline for application is missed, payment may stop completely. We have specially trained staff who can help with budgeting advice for anyone concerned about Universal Credit or about managing their money during this transition.



Affordable flats under construction in Dursley, 2017

Creating More Affordable Homes: Developing New Council Housing

Objective: *Deliver the new programme of adaptable, flexible, affordable Council homes providing a range of property types and tenures that meet the needs of the district and that address the move towards a Carbon Neutral District by 2030*

Introduction:

The delivery of our award-winning council homes programme is a key corporate priority for the Council. For the first time in over 30 years the Council set a five year programme to deliver 236 new homes and has, in the last the last four years, completed 228 new homes with a further 16 new homes currently under construction.

The Council was at its debt cap and unable to borrow further money for building. However, following the Government's announcement in the Autumn Statement of October 2018, we have been able to increase our borrowing 'headroom' to enable a further programme of new council homes to be delivered.

Why we need to do it:

With a need for 446 new affordable homes in the Stroud district every year, we need to grasp every opportunity to increase affordable housing delivery.

What we've done:

The delivery of 228 new homes over the last four years has been a great success as it has delivered much needed affordable housing across the district. The schemes have included a number of regeneration projects where non-traditionally built 'Woolaway' properties have been demolished and replaced, at increased density, with energy-efficient new homes.

The homes delivered include ex-warden accommodation on some of our sheltered schemes that have been converted from family houses to additional flats for older people.

Of the 228 new homes, 194 have been built for affordable rent with the remaining 34 developed for shared ownership. This enables first time buyers, who can't afford to buy a property outright on the open market, to purchase a share of their property with the opportunity to buy further shares as their circumstances change.

How we do it:

A large proportion of the costs of the new homes are met from the Council's HRA capital programme. However, additional financial subsidy is always required to develop affordable homes. The subsidy for the rented homes is met from Right to Buy (RTB) receipts that the Council is able to retain in order to replace the homes sold. Grant funding for the shared ownership properties is sought from the Homes England (HE) 2016-21 grant programme.

We recognise that every new home is an opportunity to develop a property that has built-in flexibility to adapt for future needs, has a high standard of energy efficiency to address the government's Clean Growth Strategy, the Council's agreed framework for moving towards a Carbon Neutral District by 2030 and makes allowance for future technologies.

The district has an ageing population and it is recognised that many older people will remain living in their existing properties rather than moving to more specialist housing. It is therefore important that our new homes are built to enable future adaptation if required.

In addition, changes in technology are moving at a fast pace and we want to ensure that technological infrastructure is included at the new build stage, where practical and financially viable to do so, rather than having to retrofit items such as car charging points at a later stage.

What we're doing next:

Following the lifting of the Government's borrowing cap a further programme of schemes is being developed to provide additional new council homes. The budget for this has been included in the Council's future budget-setting process.

A major challenge for the development of further new homes is the availability of land, as the majority of suitable sites within the Council's landholdings have already been developed. As a result, we will need to consider purchasing suitable sites from the open market. The production of a Development Strategy over the next year will set out the Council's clear ambitions for the number, type, tenure and design of council homes to be developed beyond this programme of schemes, as well as the location of any sites which may be purchased through the new land opportunities fund.

Our current build specification will be reviewed for the next programme of schemes to ensure that it continues to take on board any changes in legislation, good practice and innovation; for example, the use of off-site construction.



New Council Homes at Nailsworth

Creating more affordable homes: Housing Enabling

Objective: *maximising the delivery of high quality new affordable homes*

Introduction: We don't just build houses ourselves. We work to facilitate, enable and support new affordable homes to be built by a range of our partners in order to make a real difference to people's lives. New and existing partnerships are an essential part of bringing forward new affordable homes and we are always looking for new ways to achieve our aims and accomplish more together by sharing knowledge, experience and opportunity. Over the last five years we've delivered an average of 120 new homes through these routes.

Why we need to do it: There are 6614 affordable homes in total throughout the district. The Housing Market Assessment of 2015 showed that we need a further 446 new affordable homes a year just to keep up with demand. There is no single solution to meet this need this as planning policies alone cannot deliver the homes we need.

In a high value area like Stroud it can be difficult for employers to recruit staff to local businesses and services such as schools, care homes, restaurants, pubs, shops and leisure centres because employees on low incomes cannot afford to buy or rent housing locally on the open market. Workers are unlikely to commute long distances to undertake low paid work and this problem is particularly acute in the care sector. With an ageing population locally, there is an increasing lack of care provision in rural areas where workers cannot afford to live locally.

Many households want to stay in the rural communities where they were brought up or lived and worked for a long time, but they are often left with no choice but to move away. Just over 45% of those living in rural areas are aged below 45 years, compared with almost 60% in urban areas. As young people and families move out, the character of a rural village can change dramatically and local services such as shops and schools may be forced to close. This lack of affordable housing also has a knock-on effect on the ability of local employers to recruit and retain staff, impacting on businesses, services and the local economy.

Affordable housing provided in the right areas supports the local economy and helps sustain essential local services.

Young people are can be marginalised by the housing system and are more susceptible to the impact that inappropriate housing can have on their lives. A combination of low wages, insecure employment and national housing policy has led to limited availability of affordable and suitable housing for young people in the district. In this era of "generation rent", huge numbers of young people are locked out of home ownership and face limited access to declining numbers of affordable homes for rent. As a consequence, young people are living with relatives and friends for longer than either party would wish, and many are forced out of the area they grew up in order to find housing they can afford.

What we've done: We have a good track record of working in partnership with our Housing Association and community partners and together we have brought forward an average of 120 new affordable homes each year over the last five years. There are 168 affordable homes currently under construction and an estimated 260 affordable homes with planning permission that should come forward over the next 3 years.

How we do it: National planning policy allows for local planning policies to be put in place which seek a percentage of affordable housing on housing developments and in the district's case we seek 30% to be affordable housing. However, national planning policy also allows for this to be reduced in some circumstances, including where there is an existing building on the site, or where sites are under a certain size. In addition, in some circumstances developers are able to argue that the cost of providing affordable housing would make their development unviable and as a result, demonstrate that they are unable to deliver some or all of the affordable homes.

What we're doing next: The emerging Local Plan review gives us an opportunity to retain affordable housing policies that are working well, and examine options to deliver more affordable homes through the planning system. For example, we will assess whether a 'single plot exceptions policy' to allow single, affordable self-build plots on the edge of rural settlements would be feasible. We will also look at the opportunities to maximise affordable housing delivery through the Government's new 'entry-level exception site' policy which is aimed at first time buyers.



Coldwell Lane Rural Affordable Housing, Kings Stanley

Creating More Affordable Homes - Self- Build

Introduction: Many other countries have a track record of delivering large numbers of local homes through self- or custom-build. The Government has an aspiration to help increase housing supply by doubling the number of custom and self-build homes by 2020.

Why we need to do it: From 1st April 2016 Councils have had a duty to keep a register of aspiring self and custom builders. The Housing and Planning Bill requires authorities to ensure that the number of planning consents for serviced plots for self and custom build projects match local demand on the register.

How we do it: The 2016 Stroud District Local Plan introduced a new policy to seek 2% of plots on allocated housing sites as serviced self-build plots. The first of these plots will be made available on the 'West of Stonehouse' site.

What we're doing next: As part of the Local Plan Review, we will be seeking to increase the delivery of self and custom built homes to meet needs identified on the Self and Custom Build Register. This will be through a combination of site allocations, proportionate development on Local Plan housing sites and rural exception sites. We are considering a 'single plot' exceptions policy in order to meet need for plots in rural areas and will be producing a supplementary planning document specifically for self-build.



Lynch Road, Berkeley Rural Exception site under construction 2016

Creating More Affordable Homes - Rural and Community Housing

Introduction: Parts of the district can have particular problems with affordability and access to suitable housing options, especially our more rural areas. As a result, we place a particular emphasis on support for rural areas, and as a result have a strong track record of delivery new affordable homes in rural parishes.

A newly emerging approach to local affordable housing delivery is the community-led housing approach. Community-led housing projects are led by community groups determined to make sure that new affordable homes are built, or empty homes and buildings brought back into use to meet local housing needs.

Why we need to do it: In many rural areas, younger people, those on low incomes or older people seeking options to downsize can find it impossible to access suitable housing options. As a result, some rural parishes are in danger of becoming solely the residence of the elderly and wealthy, with the related depletion of shops, schools and services.

What we've done: In the last five years we have enabled the development of 77 affordable homes on rural sites in the district and there are a further 40 in the pipeline. We also donated an underused garage site in Nailsworth to Nailsworth Community Land Trust to develop 10 new affordable homes for local people.

How we do it: National planning legislation allows for Councils to adopt 'rural exceptions' planning policies, which allow very limited development of affordable housing schemes to take place outside the normal settlement boundary.

The Gloucestershire Rural Housing Partnership is a consortium of the rural districts councils of Gloucestershire, Gloucestershire Rural Community Council and Registered Providers (housing associations). Together we fund a 'Rural Housing Enabler' to work with Parish Councils on examining local housing need and bringing forward rural exceptions sites to meet that need.

In 2017 we were awarded funds from DCLG's 'Community Housing Fund' which we have used to support the employment of a Community Housing Enabler by Gloucestershire Rural Community Council. The Community Housing Enabler provides dedicated support to community groups looking to explore options to deliver community-led housing in their local area.

What we're doing next: Sometimes unmet housing need isn't apparent to all parts of a community. We'd like to find more ways to encourage communities to consider how they could play a part in examining and meeting local housing needs. We also want to focus our work on rural parishes in places where parish councils haven't yet carried out a housing needs survey of their local area.

Sources and References

Page 9:

ⁱ Source: Stroud District Local Plan review

ⁱⁱ Source: Office of National Statistics, Live Tables online

ⁱⁱⁱ Source: MHCLG online housing statistics

^{iv} Source: Stroud District Council Private Sector Housing Renewal Strategy

Page 10:

^v Source: Stroud District Council Private Sector Housing Renewal Strategy

Page 14:

^{vi} Source: Stroud District Council Private Sector Housing Renewal Strategy

Making the best use of existing housing

Our role as landlord

Action	How will this be achieved?	Lead	Deadline	Progress
Investigate the de-pooling of service charges	Paper to Housing Committee in June 2020 re de-pooling as agreed at HC in April 2019 with the decision to implement the changes.	Tenancy Operations Manager	June 2020	Information gathering still in progress
Investigate a new tenancy agreement with changes to the terms and conditions enabling the landlord to take effective action for breaches of tenancy	Tenancy agreement revision – consultation underway May/August 2019 with paper to HC in December 2019 for resolution	Tenancy Operations Manager	December 2019	Consultation in progress between May and August 2019
New service standards outlining what expectations tenants have for the delivery of services	Tenant led service standards to be agreed to bring them up to date and compliant with the regulator for social housing	Principal Neighbourhood Management Officer	December 2019	Tenant ambassadors, repairs inspectors, HC tenant reps and community groups included in the process
Tenancy fraud detection programme	Annual tenancy audits in progress, more targeted visits to those who have made no contact with the council for a number of years or ordered any repairs	Principal Neighbourhood Management Officer	March 2020	ATF for a FTC in progress to recruit an officer to target this area
Conduct Stroud Tenant and Resident (STAR) Satisfaction surveys	resident surveys must be conducted at least every three years to ensure compliance with the regulator for social housings standards (Tenant engagement and empowerment standard) , SDC has conducted this through an independent advisor and results will be available and reported to Housing Committee in September 2019	Project Officer	September 2019	Survey results will be presented to Housing Committee in September 2019
Develop online tenant engagement	Investigate opportunities to develop on line access for tenants regarding involvement and services.	Principal Neighbourhood Management Officer – Repairs and Maintenance Manager	March 2020	This work is ongoing
Identify cases where disabled adaptations can sustain tenants in their own homes to prevent hospital admissions or secure early discharge from hospital	Diagnose known demand, consult with local surgeries and sheltered support team.	Head of Housing Services/Planned Maintenance Manager	December 2019	
Develop a policy of supporting victims of domestic and mental abuse	Develop a corporate policy of managing abuse in its many forms with appropriate signposting and ensuring other related policies are sensitive to the issues	Head of Housing Services	October 2019	Initial discussions with relevant officers from Housing Strategy, Housing Advice and Community Services set up for June to identify how areas are cross communicated
Review and refresh the HRA delivery plan	Consultation will take place with tenants between June and August 2019 with a report back to Housing Committee in September 2019 outlining the results of the consultation incorporating the tenant satisfaction survey	Head of Housing Services	December 2019	Following the report to Septembers HC a final report based on the information gathered will be created by the Tenant Services Management Team for sign off by HC in December 2019

Improving Private Sector Housing

Action	How will this be achieved?	Lead	Deadline	Progress
To assist low income home owners to carry out repairs to remove Hazards affecting their health.	Provision of interest free Healthy Homes loans of up to £15,000.	Housing Renewal Manager	Annual target	
Improving conditions in the private rented sector.	Targeting privately rented property and encouraging private sector tenants to ask the Council for assistance.	Housing Renewal Manager	Annual target	
Ensure that all properties which are Houses in Multiple Occupation which require Mandatory Licensing are licensed.	A proactive campaign to identify and target properties where 5 or more people are sharing amenities. By using local intelligence, publicity in various forms of media and direct approach.	Housing Renewal Manager	March 2020	
Enable older and disabled residents to remain in their own home for longer and reduce the demand on Health and Social Care resources.	Provision of Disabled Facilities Grants of up to £30,000 for adaptations such as stair lifts, hoists and wet floor showers.	Housing Renewal Manager	Annual target	

Support for residents

Housing Advice and Homelessness

Action	How will this be achieved?	Lead	Deadline	Progress
Increasing the provision of temporary accommodation in the District for homeless households.	By utilising our own housing stock: Conversion of a property to provide five units of temporary accommodation for single/couple households. Self-contained unit to be provide accommodation for family household. Monitoring and evaluation of the above to determine future options to increase provision.	Housing Advice Manager	March 2020	
	Sourcing self-contained accommodation through the private sector	Housing Advice Manager	March 2020	
	Proposing the purchase of our own bespoke temporary accommodation within the district	Housing Strategy Manager	December 2019	

Please also refer to the Homelessness Prevention Strategy 2019-2024 for a full range of actions relating to the prevention of homelessness
[**Homelessness prevention strategy | Stroud District Council**](#)

Health & Wellbeing: Tackling Fuel Poverty

Action	How will this be achieved?	Lead	Deadline	Progress
Promote and Improve energy efficiency in the home	Continue to provide advice and support through the Warm & Well Scheme to households of all tenures. To include where available access to funding to carry out energy efficiency and heating improvements.	Housing Renewal Manager	March 2020	
Ensuring that privately rented property meets the Minimum Energy Efficiency Standards (MEES) of having and EPC rating of E or above.	Undertake awareness raising activity with both landlords and private sector tenants	Housing Renewal Manager	March 2020	
	Use EPC data to target properties Provide advice and where necessary take enforcement action to ensure improvement works are carried out.			

Low Carbon Development

Action	How will this be achieved?	Lead	Deadline	Progress
The results of research will be assessed and Local Plan policies developed in response to ensure the best possible standards are achieved for all local	New Local Plan in development for 2021	Planning Strategy Manager	July 2021	

housing development				
Assist whole communities to become Low Carbon by making retrofit changes to their home with particular emphasis on renewable energy use.	Investigate the possibility of submitting with partners a bid for European Regional Development Funding to facilitate community action.	Housing Renewal Manager	March 2020	

Tackling Health Inequality

Action	How will this be achieved?	Lead	Deadline	Progress
Targeted Health Activities – Healthy Lifestyles Scheme (HLS) is looking to expand its community offer in the next 12 months in 3 areas.	Develop Peri & Post Natal Exercise for Mental Health Classes	Health and Wellbeing Officer	December 2019	
	Expanding Cardiac Rehab (Gym based)	Health and Wellbeing Officer	August 2019	
	Develop Young People’s Exercise Referral route	Health and Wellbeing Officer/ Health and Wellbeing Development Co-ordinator	March 2020	
	Promoting Cancer Rehab classes	Health and Wellbeing Officer	September 2019 & ongoing	
	Increase Better Balance classes	Health and Wellbeing Officer	December 2019	
Active for Life Programme	Widen Active for Life event to a week of activities for families and older adults	Health and Wellbeing Officer	September 2019	
Explore potential use of Health Impact Assessments in planning new housing developments in order to create healthier places.	There is a County project to explore the value and potential implementation of Health Impacts Assessments. Health & Wellbeing and Planning officers are working with county colleagues on this.	Conrad Moore / Health and Wellbeing Development Co-ordinator	December 2019 & ongoing	
Support a new network of good practice for Community Development Work across the District in order to support residents in making healthier, more connected places where people have control over their own neighbourhoods.	Connect current community development workers who are working for different agencies across the district. Host sharing good practice workshops and create opportunities to work together.	Health and Wellbeing Development Co-ordinator	August 2019 & ongoing	
Continue to support volunteers to develop Dementia Friendly Communities	Work in partnership with local charity, Fair Shares and the County Dementia Training and Education Service to support volunteers.	Health and Wellbeing Development Co-ordinator	September 2019 & ongoing	
Increasing the health and wellbeing benefits of the canal restoration to communities surrounding the canal.	Work with the charity Creative Sustainability who have been commissioned to carry out this work. A variety of community engagement projects are planned.	Health and Wellbeing Development Co-ordinator	September 2020 & ongoing	
Increase Health and Social Care participation in relevant district partnerships to combat health inequalities.	SDC officers sit on several local health network groups, but as the NHS organise themselves for change, they are seeking to work better with local partners on methods of preventing and managing ill health. NHS colleagues	Health and Wellbeing Development Co-ordinator	March 2020 & ongoing	

	relevant partnerships like Community Safety, Health & Wellbeing perhaps occasional Housing Strategy etc.			
Continue to grow the district Health and Wellbeing Partnership, including attendance at the Know Your Patch workshops to increase joint working between the statutory and voluntary sectors.	The HWB Partnership is the main conduit for statutory and voluntary networking. Continue to host workshops, manage the email distribution network and foster positive working relationships across the sectors.	Health and Wellbeing Development Co-ordinator	Ongoing	
Play an instrumental role in forming the new Gloucestershire Dementia Action Alliance.	Work with the Forest of Dean lead on this to create a Dementia Action Plan for the County.	Health and Wellbeing Development Co-ordinator	March 2020	
Increase awareness of mental health issues and support available through out the district.	Work with NHS and voluntary sector colleagues to increase visibility and access to information about mental health in the district.	Health and Wellbeing Development Co-ordinator	March 2020	

Housing related support

Action	How will this be achieved?	Lead	Deadline	Progress
Developing shared accommodation options to mitigate against social isolation	Initial pilot project with registered provider and specialist support organisation for 2 x 4 bed units to provide shared accommodation for older people.	Senior Housing Strategy Officer	October 2019	
Support young people in the prevention of homelessness	Developing an education project for schools with the aim of preventing homelessness.	Housing Advice Manager	June 2020	
Supporting entrenched rough sleepers and those new to the streets into accommodation	Continuation of funding for countywide homeless outreach services and county homelessness coordinator post	Senior Housing Strategy Officer	December 2019	

Older People's Housing

Please refer to the Older People's Housing Strategy 2019-2023 for the Council's approach and vision for its own housing which is suitable for older people.

[Older People's Housing Strategy 2019-2023](#)

New affordable homes

Developing New Council Houses

Action	How will this be achieved?	Lead	Deadline	Progress
Employer's Requirements - Design Brief Review	By appointing an Employer's Agent to undertake a thorough review of the existing Employer's Requirements, to make sure they reflect the Council's commitment to becoming a Carbon Neutral district by 2030, the possible Future Homes 2025 standard and any other legislation and good practice guidance. Consultation will be undertaken with a range of Council officers to ensure the Employer's Requirements are fit for purpose.	Project Manager	October 2019	
Produce a Development Strategy for the Delivery of New Council Homes	Consult with a number of key stakeholders to ensure the Development Strategy is robust and delivers the right type, tenure, location and quality of new affordable housing required by the Council.	New Homes and Regeneration Manager	March 2020	
Deliver New Council Homes identified within the Medium Term Financial Plan (MTFP)	Obtain planning permission for all new homes identified within the MTFP. Procure an Employer's Agent and Contractor to deliver the new Council homes within the parameters of the MTFP.	New Homes and Regeneration Manager & Project Manager	March 2024	
Identify future land opportunities.	Undertake a scoping exercise to review available land for purchase. Work with partnering organisations to identify any suitable land opportunities.	Head of Property Services & New Homes and Regeneration Manager	March 2020	

Housing Enabling

Action	How will this be achieved?	Lead	Deadline	Progress
Maximise affordable housing through the Government's new 'entry-level exception site' policy.	Consider producing supplementary planning advice document to accompany new Local Plan, making clear our expectations around tenure, affordability and local connection.	Housing Strategy and Community Infrastructure Manager	July 2021	
Draft affordable housing policies for the new Local Plan which reflect national policy and local circumstances to maximise delivery.	New Local Housing Needs Assessment will provide detail on priority housing needs to be reflected in new Local Plan policies	Housing Strategy and Community Infrastructure Manager	July 2021	

Self-Build

Action	How will this be achieved?	Lead	Deadline	Progress
Assess whether a single plot exceptions plot policy to allow single, affordable self build plots on the edge of rural developments is feasible.	Research application of policy elsewhere – benefits and drawbacks. Test policy draft through Local Plan adoption process.	Housing Strategy and Community Infrastructure Manager	July 2021	
Through the Local Plan review Increase the delivery of self and custom build homes to meet needs identified on the Self and	Evidence base required from Local Housing Needs Assessment and Self- and Custom-Build Register	Senior Housing Strategy Officer	July 2021	

Custom Build register.				
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Rural and Community Housing



Action	How will this be achieved?	Lead	Deadline	Progress
Find ways to encourage communities to consider how they could play a part in examining and meeting local housing needs.	Community Housing Enabler to work with community groups and organisations to examine needs and options for housing delivery to meet those needs.	Housing Strategy and Community Infrastructure Manager	June 2020	
Focus our work on rural parishes in places where parish councils haven't yet carried out a housing needs survey of their local area.	Rural Housing Enabler working with Gloucestershire Rural Housing Partnership to be tasked to prioritise these neighbourhoods.	Housing Strategy and Community Infrastructure Manager	December 2019	

Our Role as a Landlord

1. What would you like to see landlords do differently in the district, and why?					
			Response Percent	Response Total	
1	Open-Ended Question		100.00%	15	Officer Response
1		safeguard their tenants			<p>1 We have clear operational policies and procedures concerning safeguarding . Our staff are trained in safeguarding and are aware of the 6 principles surrounding safeguarding concerns. We work in partnership with external support agencies and Health & Social Care to enable safeguarding of our tenants.</p> <p>2 – We work with community groups who have requested support to maintain community gardens or to have raised beds installed. We also have allotments throughout the district that are managed through a management agreement</p> <p>3 – We provide a range of heating systems to suit the property and location. We have programmes of works which provide loft, cavity, and external wall insulation to improve the thermal efficiency of the home we provide. We undertake works to help alleviate excessive moisture from properties which could lead to condensation</p> <p>We provide lifetime tenancies to all of our tenants and after a 12 month introductory tenancy to new tenants, they are also given a lifetime tenancy (subject to the tenant not breaching their tenancy conditions within the 12 month period)</p> <p>4 – This relates to private sector landlords</p> <p>5 – A full stock condition survey is undertaken on all empty properties to assess the need for improvement. Properties identified for heating or remedial upgrade works are undertaken while empty where possible. We work in partnership with Severn Wye energy agency to identify new technologies and funding streams.</p> <p>6 - All decisions are transparent and Governance of Housing decisions is regulated by the Housing Committee and Strategy and</p>
2		More focus on the use and care of outdoor growing spaces. Encourage and enable residents to grow food, flowers and trees. Vibrant, colourful outdoor spaces are incredibly important to improve mental health and reduce crime. Encourages community cohesion.			
3		Investing in energy efficient, warm and healthy homes. Providing secure, long-term tenancies.			
4		Preferably all go through letting agents.			
5		When upgrading, carrying out planned maintenance/renewal works on housing stock, use the opportunity to incorporate energy saving measures and technology into the housing stock. Get free, up to date information on what is achievable, what is available and current from companies that are specialists in the renewable world and have direct access to manufacturers of such technologies for heating, hot water and generation/storage of electricity.			
6		They should be more accountable.			
7		Keep rent within levels affordable to people on benefits and in work			
8		more attention to environmental issues, e.g solar panels, water conservation, like rainwater harvesting, electric car points. Refuse collection points e.g at the end of a set number of houses, for cardboard, tins, in secure areas to avoid piles outside homes that get blown about etc.with proviso for the disabled, elderly etc who cant get about so easily. Car parking provision as well as homes built on bus routes, or bus routes made available to new estates.			
9		Give some thought to the single 28+ age group who cannot afford th rent privately. This age group cannot move forward and live independently.			
10		Get Local Authorities building more houses of Parker Morris size			
11		Stroud council should not be closing homes ie Gleblands Cam. and building more homes for the older generation who could downsize from larger council houses.			

12	The properties should be kept at a high standard with regular inspections by independent persons appointed, with poor landlords brought to task if they fail to acknowledge complaints from tenants and fail to carry out the necessary improvements	Resources Committee 7 – All rents in social housing are deemed affordable and determined by Government – those in the private sector have no such constraints 8 – We have installed more than 440 heat pumps, and over 690 PV systems to properties. We have a CHP unit which provides heating and hot water to more than 20 properties, and communal facilities. One estate to date has benefited from revised refuge collection facilities, which will now be rolled out across the stock as part of planned works programmes. Estate facilities are consulted upon and revised in line with best practice.	
13	Encourage Government to provide long term tenure to residential tenants.		
14	I would like landlords to recognise the needs of individual vulnerable groups. Stroud DC could be more creative with allocations, to give people a chance. EG have bespoke flats for care leavers.		
15	n/a Increase the supply of genuinely affordable homes, with more for social rent. Improving conditions and environmental standards. Meet higher consumer standards that are anticipated following Government consultation post Grenfell.		
		answered	15
		skipped	4

Private Sector Housing



2. Were you aware of the range of services the Council can provide to those living in the private sector?						
					Response Percent	Response Total
1	Yes				50.00%	9
2	No				50.00%	9
Analysis	Mean:	1.5	Std. Deviation:	0.5	Satisfaction Rate:	50
	Variance:	0.25	Std. Error:	0.12		
					answered	18
					skipped	1

3. How do you think we would be best to get this message out to vulnerable tenants?				
			Response Percent	Response Total

1	Open-Ended Question	100.00%	15	Officer Response
1	02/04/2019 12:20 PM ID: 113055995	Heavily publicise a (freephone) helpline for any housing issues. Those with issues outside of the council's remit could be signposted elsewhere. This would also provide a valuable general public service.	<p>This is already available, for issues relating to affordable warmth issues there is the Warm & Well free phone help line. For other housing issues in private sector housing the Council can be contacted directly and for adaptations requirements there is the County Council Adult Helpdesk phone number. All this information is published on the Councils Website.</p> <p>When ever we can we raise awareness with front line staff and other agencies working with vulnerable people. We have information leaflets available covering a range of subjects.</p> <p>Last year we developed a ½ day training programme for those working with vulnerable people especially those likely to be housed in the private rented sector it was fully subscribed and we intend to run it again this year.</p> <p>We have had information pages on GP Surgery electronic information boards and leaflets have been given to the surgeries and pharmacies to hand out.</p> <p style="text-align: center;">We will however, look to refresh all these activities this year.</p>	
2	24/04/2019 11:52 AM ID: 114729432	<p>Direct outreach.</p> <p>Newsletters through doors (consider working with volunteers to deliver).</p> <p>Working through other support services.</p> <p>Working through community institutions: e.g. playgroups, churches, social clubs, pubs.</p>		
3	24/04/2019 13:23 PM ID: 114745306	It's not easy because I think they have to be told by people they know and trust. You will have to find out who these people are (key workers, social workers etc). Painful to start with but worthwhile in the end.		
4	24/04/2019 14:53 PM ID: 114750046	Through the social service network and care providers.		
5	24/04/2019 15:17 PM ID: 114767017	Via regular social media posts and newspaper articles, asking readers to share with all private renters whom they know.		
6	24/04/2019 17:08 PM ID: 114782825	Referrals from Jobcentreplus, police, social services, schools and GP surgeries etc. Leaflet inserted with council tax bill. Notices on facebook etc and local press		
7	25/04/2019 15:05 PM ID: 114866574	Local community projects. Foodbank. Emmaus etc. Possibly surgeries. Youth centres e.g The Door . District Nurses and Health Care workers.		
8	25/04/2019 19:00 PM ID: 114893483	Through the media, leaflet drop and regular public meetings.		
9	25/04/2019 22:32 PM ID: 114907872	NA		
10	25/04/2019 23:38 PM ID: 114906399	Information left in Doctors surgeries. Information to be available at Parish Council Offices and make staff and Councillors what the council can provide.		
11	27/04/2019 11:30 AM ID: 114948070	In writing in the 1st instance with a liaison officer who could call on those who who are vulnerable and do not fully understand their rights and what they are entitled too. The Council should also use the full force of the law and take action against the poor performing Landlords		

12	29/04/2019 14:40 PM ID: 115158863	Make contact directly to tenants.		
13	01/05/2019 10:05 AM ID: 114848854	Via support workers and estate managers as well as face to face.		
14	01/05/2019 13:00 PM ID: 115385655	A variety of methods: local press, internet, CAB and other advice groups, parish and town councils, maybe doctors' surgeries and libraries		
15	02/05/2019 10:41 AM ID: 115484566	Work with intermediary bodies that offer outreach, advisory and support services. Use data to identify people who could potentially benefit and market opportunities to them. The Council should use different methods to communicate generally and include local groups, news outlets, surveys, newsletters and social media platforms. Having a range of ways in which people can engage is important. Any links with estate agents/ landlords/ agencies (schools, social services) should also be used effectively.		
			answered	15
			skipped	4

Housing Needs: Other types of Accommodation (this question is about formal travellers as well as informal shed and van dwellers)

4. Have you noticed this happening in your local area?								
					Response Percent	Response Total	Officer Response	
1	Yes				47.06%	8		
2	No				52.94%	9		
Analysis	Mean:	1.53	Std. Deviation:	0.5	Satisfaction Rate:	52.94	answered	17
	Variance:	0.25	Std. Error:	0.12			skipped	2

5. Do you think providing assistance to these sorts of households should be a priority?			
		Response Percent	Response Total
1	Open-Ended Question	100.00%	17
			Officer Response
1	No		SDC adopted several years ago the County Wide protocol for dealing with unauthorised encampments which promotes a toleration policy when dealing with such sites.
2	No more than other households. But negative environmental effects must not be ignored and they should be responsible as much as anyone else for breaking the rules that we are all bound by.		
3	Yes. We should also consider ways to support positive choice of alternative lifestyles, tiny homes etc., whilst being careful to avoid this becoming a source of poor quality and insecure housing.		
4	Yes, but no more of a priority than ensuring the elderly are well treated and well cared for, that homelessness is eradicated and that all vulnerable people are looked after.		
5	In individual cases when a problem is identified or a specific need.		
6	Assistance yes - 'policing' no		
7	Low to medium priority		
8	Not top priority, more needs to be clarified as to WHY folk are choosing this method of living.		
9	No. People who are working wheather single or married should have priority.		
10	NA		
11	I am aware of a proposed travellers camp in the vicinity of Cam railway station towards Coaley. I hope this is not the case as when STC have given permission for 500 + houses in this area people will not accept a traveller camp in such close proximity. people who buy houses for hundreds of thousands of pounds will understandable not find it acceptable to have travellers as neighbours.		
12	I think that if people decide the only way to survive is to live in mobile dwellings then there is something very badly going wrong with our society and more affordable housing should be available. In the mean time facility's should be available to those choosing this lifestyle in the form of managed sites and those choosing the lifestyle should be discouraged from invading private/public land or parked on the streets. Help and advice should be offered to these people to encourage them into affordable accommodation however if there is not enough of this then priority should be given to building or adapting existing buildings to this end		
13	There is a difference between those living on boats and "travellers" Also need to include "park		

5. Do you think providing assistance to these sorts of households should be a priority?			
		Response Percent	Response Total
	homes"		
14	Yes, whilst avoiding deminising lifestyle choices.		
15	Yes		
		answered	17
		skipped	2

Housing Advice and Homelessness

6.	Is there any thing else we should be doing?	
1	working closer with mental health support providers	Noted – thank you
2	Grant planning permission on more individual plots for self builders	Agreed - this is covered in the self-build section of the Strategy
3	Making sure this is funded by central government as it is a national problem.	Noted- thank you.
4	Making empty property (Tricorn House maybe and other office blocks, houses etc) available for use as shelter and a place to set up soup kitchens etc.	The Council is currently seeking to commission temporary accommodation for homeless households.
5	Look beyond the main housing developers, and get homes built for less, that meet or exceed current energy performance standards to provide affordable rental accommodation or first home purchases. There are companies doing this, that could expand rapidly with the kind of assistance that is afforded to the large housing and development companies.	The Council doesn't give financial assistance to private sector housing and development companies. We are constantly looking for ways to get homes built for less!
6	You should follow the example of Glasgow - homes first AND all relevant support.	Noted – thank you
7	Direct liaison with police nhs schools etc. Ensure rent levels are fair and process benefit claims quickly	Noted – thank you
8	Vital it is multi agency, fragmentation of services is one of biggest hurdles	Noted – thank you
9	Do what you say. After accompanying my own daughter through the council housing minefield I found questions she was asked out of date in this modern world...needs updating! Not making people feel second rate (this isn't everyone) more training is needed relating to mental health.	Noted – thank you
10	Integrate NHS & social service funding	Noted – thank you
11	If SDC still own Tricorn Ebley. it should be turned into flats for temporary housing.	SDC has unfortunately never owned Tricorn house.
12	Yes the 1st thing that should be done is to have enough accommodation in publicly ownership even if this means purchasing privately owned properties. The use of private rented homes should be avoided at all cost. It is immoral for profit to made from peoples misfortune, follow the lead from Stroud and build more council houses and stop the selling of these properties that has led to the shortfall in the 1st place. Yes provide support for people leaving hospital or those that become too infirm to look after them selves and provide the necessary care.	We would love to ensure that there is enough publicly-owned housing to meet need. However our budgets don't allow for this. We are, in fact, in Stroud and building more council houses. Sadly we're unable to prevent people exercising the Right to Buy as this is enshrined in law.
13	Publicize to local charities (not necessarily involved normally with the homeless) who are compassionate about these problems; but do not know the source of assistance.	Noted – thank you
14	More work with private landlords, lodgings to get more affordable options.	Noted – thank you
15	I can't think of anything.	Noted – thank you
16	Establish some temporary accommodation provision with the District, some available year round in addition to short term provision in winter.	Noted – thank you
17	Stonehouse Town Council commends the success of the work of the SDC housing teams, particularly Housing Renewal and Housing Advice for their work in improving conditions in private sector housing and preventing homelessness.	Noted – thank you

	<p>Housing advice and support should be easy to access, people need to be able to talk to people and get the right support. Ensuring that basic signposting information is available locally e.g. Town Parish councils/Library. We have had people come to our office for housing related info/advice (incl. vulnerable people and young homeless people), having a simple service/signposting chart would be useful, it should show links between housing & other agencies/services providing related support e.g. Community Wellbeing Service, Emergency Night Stop for young people.</p>	<p>The Housing Advice Team conduct outreach advice sessions at various localities within the District including the library, and sometimes in conjunction with partner agencies. We also advertise our services in a community guide which is delivered to all GPs, hospitals, health centres etc.</p>
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Health inequalities

7. Do you agree that this should be a focus for the Council?				
		Response Percent	Response Total	
1	Open-Ended Question	100.00%	17	Officer Response
1	Yes - make sure it is linked to GSCB and GSAB work			1. Yes – it is.
2	No			2. Noted
3	<p>Yes, because there are many things that could be embedded into existing council strategies. Poor quality of new development is a major problem, leading to unpleasant places and conflict between residents. Community cohesion could be enabled through less reliance on the car (isolating) and by creating many beautiful outdoor growing spaces, not just patches of grass used as a dog toilets.</p> <p>Connection with nature has been shown to be very powerful and the addition and maintenance of many trees has a positive effect on well-being.</p> <p>Why not start with a major tree-planting push? I'll sign up!</p>			3. Noted – there is a lot of working on across the district on community cohesion and development of nurturing outdoor spaces. See the Health & Wellbeing Service for more details on this.
4	I agree this should be a priority.			4. Noted
5	<p>Not 'should', it is a 'must'. It is important that the focus starts with those who have not got self-inflicted conditions, however tragic. Equal top focus ought to be those without financial assets whatever their conditions. While having money is self-destructive for some people, it can also make life so much better. It is very important that you realise that many more people can self help by selling property and making different housing choices. The priority has to be those that can't.</p>			5. Noted. There is work going on in the district and county to encourage older residents to downsize and make their home more manageable. SDC administers county funding to support private home owners to adapt their homes to make them more suitable for various disabilities. This is means tested to ensure that those that can pay, do pay.
6	Yes			6. Noted

7. Do you agree that this should be a focus for the Council?			
		Response Percent	Response Total
7	Yes		7. Noted
8	Yes - make sure it is linked to GSCB and GSAB work		8. Noted and yes it is.
9	No		9. Noted
10	Very definitely.		10. Noted
11	Definitely! Not having a affordable home will in the long run only make things worse for these people.		11. Noted. Agreed.
12	This should be delivered via GP's and health centres		12. GPs and the Health Service can only do so much in preventing and managing ill health. A lot of what contributes to wellbeing is about the home and community environment. GPs are powerless to affect this but we as a District Council can do a lot.
13	NO		13. Noted
14	Yes again this should be the job of social services and would require more social workers on the ground. The people that need help are often unaware that there is help and where this can be obtained		14. We work closely with our local social services to ensure they know about what the District can offer and influences. They in turn refer to us and promote your services where appropriate. See the Health & Wellbeing Service for more details on this.
15	If resources permit?		15. Noted. We are duty bound to work within our budgets.
16	The health of its residents is a focus for any council but I'm not clear on how the funding of health, relates to the housing strategy. Conversely I think people living in sub-standard and overcrowded accommodation will impact on their health, but this isn't addressed. Mental health barriers need to be recognised. Eg people with mental health will struggle to remember or be motivated to attend appointments. Often the council can only give appointments weeks in advance, so if someone misses one or two appointments, this could be several weeks/months when their housing situation needs resolving but isn't.		16. Noted. The funding of health and housing improvement is increasingly intertwined as health funders realise the impact of poor housing on the health of the population. Sub-standard and overcrowded accommodation is within the remit the District Council. We inspect homes where there is an issue and work with tenants, residents, landlords to resolve the situation. If the Council is made aware of a mental health issue we try to accommodate this or work together with mental health

7. Do you agree that this should be a focus for the Council?			
		Response Percent	Response Total
			and housing support agencies like P3.
17	Working with other levels of government and the health service.		17. Yes – we work with the county council and local health service networks to ensure that we pool resources and influence decision makers.
18	Yes		18. Noted
19	Yes		19. Noted
20	Council services cannot be delivered in isolation. Links between departments and different agencies should continue to be made and partnership working where possible. E.g. Planning policy can influence a community through design e.g. access to green space impacts on wellbeing. Running low cost lifestyle type courses/classes via local leisure centres/places like GL11 can help people to start to tackle obesity/mental ill health.		20. We totally agree and a lot of work goes into this. Please see the work of the SDC Health & Wellbeing Service for more details.
		answered	17
		skipped	2

Fuel Poverty and Low Carbon Development

8. Is there anything else we could be doing to identify vulnerable households who might be in need of assistance but who may be reluctant to contact the Council?			
		Response Percent	Response Total
1	Open-Ended Question	100.00%	14
			Officer Response
1	02/04/2019 12:20 PM ID: 113055995	I don't understand why they would be reluctant to contact the council.	The Council works in partnership with other Gloucestershire Councils and South Gloucestershire Council to address fuel poverty issues. SDC is the lead for the Countywide Warm and Well Scheme which is delivered on our behalf by Severn Wye Energy Agency. There is the Warm & Well free phone help line
2	24/04/2019 11:52 AM	Use data analysis to support direct outreach	

8. Is there anything else we could be doing to identify vulnerable households who might be in need of assistance but who may be reluctant to contact the Council?			
		Response Percent	Response Total
	ID: 114729432	E.g. Combine data on EPCs with data on recent house moves and age of residents to target information on improvements people could consider.	<p>which can be used for assistance and advice on a range of issues relating to fuel poverty, including grants that may be available for insulation and heating. A link to the Warm & Well website is published on the Councils own Website.</p> <p>When ever we can we raise awareness with front line staff and other agencies working with vulnerable people. We have information leaflets available covering a range of subjects.</p> <p>Severn Wye have developed a training course for those working with vulnerable people and several courses have been run around the district this year.</p> <p>The Council has used EPC data and indices of deprivation to assist in targeting marketing activities.</p> <p>We have had information pages on GP Surgery electronic information boards and leaflets have been given to the surgeries and pharmacies to hand out.</p> <p>We will however, look to refresh all these activities this year.</p>
3	24/04/2019 13:23 PM ID: 114745306	Get the knowledge from local people. Maybe a pop-up shop in Stroud, stall at the Farmers Market etc where Stroud people can express their concerns and identify vulnerable households. Expensive, but you could do a leaflet drop too requesting info. Liaison with Social Services could be an idea too if they are allowed to share some information.	
4	24/04/2019 15:17 PM ID: 114767017	Link with GPs, food banks etc, making sure that easy guides are available where they are most likely to be useful	
5	24/04/2019 17:08 PM ID: 114782825	Referral from Jobcentreplus gps schools etc. Stalls in Stroud supermarkets perhaps to talk to passersby? Posters and leaflets on buses	
6	25/04/2019 15:05 PM ID: 114866574	Leaflets in meeting places like surgeries, cafes, even pubs..information in local press	
7	25/04/2019 19:00 PM ID: 114893483	Charging for large items to be removed isn't going to be a priority for people with no money- eg if something like a fridge is broken and someone has given them one, the old one will be outside not because they are lazy, they can't afford to have it moved....look for things like that.	
8	25/04/2019 22:32 PM ID: 114907872	No Fuel is not expensive by historic standards	
9	25/04/2019 23:38 PM ID: 114906399	Contact local Doctor surgeries and Parish Council office with large information poster regarding what is available from SDC with application form and phone number to contact. Local radio Poster in local shops	
10	27/04/2019 11:30 AM ID: 114948070	Yes no one should have to choose between eating or heating. Anyone that has to make this choice should be given adequate help and advice. However identifying these people is very hard and can only be done with the help of neighbors noticing or social services (more social workers required) intervening this could possibly be achieved by further advertisement with contact details for those in that position possibly by more	

8. Is there anything else we could be doing to identify vulnerable households who might be in need of assistance but who may be reluctant to contact the Council?			
		Response Percent	Response Total
		leaflets to target likely households	
11	29/04/2019 14:40 PM ID: 115158863	neighbourhood wardens?	
12	01/05/2019 10:05 AM ID: 114848854	Contact partner agencies who offer support to these vulnerable groups. Tell these professionals about resources available and ask for referrals from them.	
13	01/05/2019 13:00 PM ID: 115385655	Just spread information about the help available as widely as possible	
14	02/05/2019 10:41 AM ID: 115484566	Work with intermediary groups, carers, health professionals, children's services, adult's services.	
		answered	14
		skipped	5

New Council Homes

9. Do you think the Council should be focussing on volume of new homes delivered or increasing quality standards?			
		Response Percent	Response Total
1	Open-Ended Question	100.00%	15
1	19/03/2019 17:01 PM ID: 111835353	increasing quality standards	Response from the New Homes & Regeneration Team which covers most points raised: The Council is committed to developing affordable energy efficient homes which are sustainable for the future. In order to achieve this, the Council will be undertaking a thorough review of its Employer's Requirements (specification for new council homes) to reflect the direction of travel towards achieving a Carbon Neutral district by 2030. The Council already build homes to the Lifetime Homes Standard where possible, however in addition to this, the specification will also reflect the possible Future Homes 2025 Standard which will ensure that all new homes being built
2	02/04/2019 12:20 PM ID: 113055995	If existing stock is costly to upgrade, then allow the sale to the private sector in order to fund new, better homes. The technology is out there for good quality factory-built units which could be quickly delivered.	
3	24/04/2019 13:23 PM ID: 114745306	The focus needs a balance of the two. We should make sure we invest in the expertise to be able to provide affordable	

9. Do you think the Council should be focussing on volume of new homes delivered or increasing quality standards?			
			Response Total
		and energy efficient homes. This is an opportunity to also work on local employment and skilled green construction jobs.	are fit for the future. The Council understands the importance of providing homes which are suitably designed to meet the needs of an ageing population, how the Council will achieve this is set out in the recently adopted Older People's Housing Strategy 2019 – 2023. A link to the Strategy can be found here: https://www.stroud.gov.uk/media/1022570/older-peoples-housing-strategy-19-23.pdf . We have recently completed the delivery of 11 new apartments designed specifically for older people at Tanners Piece, Nailsworth and we have a number of other sites within our new council homes programme. Through our procurement practices we are trying to drive down cost to increase the quality of new affordable housing.
4	24/04/2019 14:53 PM ID: 114750046	Volume first, but nobody would want to see that at the expense of quality, so they need to go hand in hand. It is more about the Council not wasting money on the choices it makes.	
5	24/04/2019 15:17 PM ID: 114767017	Both of the above are achievable, by looking beyond the usual supply chain, the means to do this already exist.	
6	24/04/2019 17:08 PM ID: 114782825	Given level of need, volume is important and should not need drop in quality - just more imagination about 'non-standard' build options	We are committed to delivering the right type of affordable accommodation and understand that there is a high level of need for smaller homes. Our primary delivery is of 1, 2 & 3 bedroom homes located predominantly on small Brownfield sites where there is good access to local facilities.
7	25/04/2019 15:05 PM ID: 114866574	Both, quality of homes encourages people to look after their home, but we are in desperate need of homes. My grandchildren will never be able to buy a home here despite having been born and brought up in Stroud. They all work locally so need homes in the immediate area. Homes they can call home not just a temporary one that could be taken away from them at a whim. Likewise my children, who will never be able to own a home in Stroud due to rising prices, both who were born and brought up here. I myself was born in Stroud in the maternity hospital shortly after it was opened, due to ill health and massive drop in income I had to sell my home and now live in Sheltered Housing which I am very grateful for but its been a long stressful journey.	All other comments have been noted by the team.
8	25/04/2019 19:00 PM ID: 114893483	Both things are important.	
9	25/04/2019 22:32 PM ID: 114907872	Both	
10	25/04/2019 23:38 PM ID: 114906399	The Council should focus on both, it is no use having new homes if the existing are left to degrade or sold off	
11	27/04/2019 11:30 AM ID: 114948070	BOTH	
12	29/04/2019 14:40 PM ID: 115158863	Both, but building new homes has to be a priority, given the figures you quote from the Needs Survey	

9. Do you think the Council should be focussing on volume of new homes delivered or increasing quality standards?			
		Response Percent	Response Total
13	01/05/2019 10:05 AM ID: 114848854	Energy efficiency standards should be as high as possible. Also need to look at ways of maintaining the affordability of homes ie avoiding Right to Buy.	
14	01/05/2019 13:00 PM ID: 115385655	There is the scope for the Council to focus on both of these areas.	
15	02/05/2019 10:41 AM ID: 115484566	Standards It should be a balanced approach. Quality should not be compromised over quantity. It is important that the Council continues to invest in its housing stock and that the quality of housing does not fall below an acceptable standard as this can impact on quality of life. The Dursley NDP supports the delivery of housing that achieves high qualities of design performance including Secure By Design Standards and high standards of energy efficiency and sustainable construction.	
		answered	15
		skipped	4



10. In terms of future sustainability of new housing, what should the Council's priorities be for its future housing provision (for example: installation of charging points for electric cars, inclusion of environmentally sustainable technologies, creating mixed communities, expanding its range of tenure options)			
		Response Percent	Response Total
1	Open-Ended Question	100.00%	15
			Officer Response
1	19/03/2019 17:01 PM ID: 111835353	Yes to EV charging, particularly if supplied by a local company thereby supporting important local employment. Raise the standards of new builds - go beyond basic regs. Support self-builders who invariably achieve higher quality builds. Insist on PV and/or solar thermal being added to new commercial buildings.	

10. In terms of future sustainability of new housing, what should the Council's priorities be for its future housing provision (for example: installation of charging points for electric cars, inclusion of environmentally sustainable technologies, creating mixed communities, expanding its range of tenure options)			
			Response Percent
			Response Total
		Encourage uptake on existing too. Design employment, services and housing to all be within walking distance.	
2	02/04/2019 12:20 PM ID: 113055995	Council should lobby for County to put the investment into Electric Charging Infrastructure (as the transport authority locally). Creating liveable communities needs to be top priority, but within this environmental sustainability. A mix of tenure options, including creation of Community Land Trusts, Housing Co-operatives and Co-housing developments should all be considered and encouraged.	
3	24/04/2019 13:23 PM ID: 114745306	I don't feel excited about any of the above because they all cost money. Let's get the basics in place first and then work on the pink and fluffy stuff.	
4	24/04/2019 14:53 PM ID: 114750046	All the above.	
5	24/04/2019 15:17 PM ID: 114767017	Sustainable technologies most important	
6	24/04/2019 17:08 PM ID: 114782825	1 and 2 bedroom properties with off road parking. Not 4 to 5 bedroom houses at higher end of 6 figures	
7	25/04/2019 15:05 PM ID: 114866574	All of the things mentioned.	
8	25/04/2019 19:00 PM ID: 114893483	If a council house is sold all money should be put into building new ones. There is a balance in everything!	
9	25/04/2019 22:32 PM ID: 114907872	To a proportionate degree	
10	25/04/2019 23:38 PM ID: 114906399	As the private market will not provide bungalows , I thinks SDC should build retirement homes with sustainable technologies, freeing up bigger council houses. Shared housing for younger community members.	
11	27/04/2019 11:30 AM	All new housing weather it be public or private should be sustainable and	

10. In terms of future sustainability of new housing, what should the Council's priorities be for its future housing provision (for example: installation of charging points for electric cars, inclusion of environmentally sustainable technologies, creating mixed communities, expanding its range of tenure options)			
			Response Percent
			Response Total
	ID: 114948070	incorporate environmentally sustainable technologies. The Council should be looking to provide more public housing and not be dependent on the private sector who have only one motive profit.	
12	29/04/2019 14:40 PM ID: 115158863	Mixed communities and tenure options. The other issues should be covered by the Local Plan?	
13	01/05/2019 10:05 AM ID: 114848854	The council has to be mindful of technology. If you had invested in the solar initiative ten years ago, as some housing associations did, it would have been good for residents as well as the council. With regard to things like installing electric car chargers, then surely this would be for the resident to pay for, in the way a home owner/private renter would have to do.	
14	01/05/2019 13:00 PM ID: 115385655	All these things are important but I would make energy efficiency the top priority.	
15	02/05/2019 10:41 AM ID: 115484566	Attracted mixed communities that offer affordable rents and are socially and environmentally sustainable. Green roofs, solar, tree planting, sustainable drainage, mixed communities of council and private houses.	
16		Stonehouse Town Council proposes: a commitment in the Strategy that all new homes built in the District must be net zero carbon in order to achieve net zero carbon emissions across the District by 2030. that all new housing is designed and constructed in line with strict energy efficiency standards and inbuilt generation schemes such as solar panels. that the Housing Strategy should refer to the need for housing schemes to include suitable landscaping and tree planting, sustainable urban drainage, sustainable and permeable materials and also green (and blue) roofs, which can be designed and installed in such a way as to compliment, rather than conflict with, solar panels. New developments should also include high-quality, mixed-use open spaces, equally accessible to all, which are important for social cohesion and	

10. In terms of future sustainability of new housing, what should the Council's priorities be for its future housing provision (for example: installation of charging points for electric cars, inclusion of environmentally sustainable technologies, creating mixed communities, expanding its range of tenure options)			
		Response Percent	Response Total
	mental and physical health. These proposals apply to council housing and all new housing development.		
		answered	17
		skipped	2

Enabling New Housing

11. Do you think there is more that we could do to give young people a voice in these matters?							Response Percent	Response Total
1	Yes						88.24%	15
2	No						11.76%	2
Analysis	Mean:	1.12	Std. Deviation:	0.32	Satisfaction Rate:	11.76	answered	17
	Variance:	0.1	Std. Error:	0.08			skipped	2

12.	Can you suggest a way in which we could do this?	
1	Youth Parliament reps and SDC Youth Council reps to do a survey	Noted – thank you
2	Provide more individual building plots for self builders	Agreed - this is covered in the self-build section of the Strategy
3	Help them set up community self-build projects. They have the energy and motivation! The profit that mass developers and outside investors have enjoyed to date is what has gradually made housing less and less affordable. De-couple profit from enabling people to build a home. This does not just apply to young people however. Decent homes with decent outside space has become un-affordable for those already on the housing ladder too. You have to prevent people from outside the district with more money coming in and buying up housing that should be available for and within reach of the average local person.	Agreed - this is covered in the self-build section of the Strategy It is understandable that some feel frustrated at the way that the current housing market functions but the Council's ability to intervene in macro-economics or population migration is limited.
4	Work with local employers to engage their young workforces. Work with Youth Council on housing policy.	Noted – thank you
5	There is no point in young people having a voice while there is no current solution to the problem. There is plenty that is wrong/unfair at the moment but it is even more frustrating to be 'given a voice' when there is no point than it is not to have one in the first place. Get some viable solutions in place first, then talk to people about choices, needs and wants.	We disagree! Change can be promoted or accelerated by those excluded from mainstream housing options having a voice.
6	They don't need a voice, they need affordable homes to purchase, and not schemes whereby developers, finance companies ect. sell them half of a none affordable home, whilst renting the other half to them. Councils should not, or have any need to participate in this racket, when there are companies able to supply and build comfortable energy efficient homes that are affordable, they just need the go ahead from councils.	Noted – thank you
7	Social media is the obvious conduit	Noted – thank you
8	Leaflets in pubs, cafes. Posters in town and meeting places. Information in colleges, 6th Forms. Information in youth projects.	Noted – thank you
9	There is no point in giving them a voice if they are classed as 'not in need' or 'stay living at home' because you don't have any dependents.	
10	Very difficult without central Government action.	Noted – thank you
11	Houses are marketed as affordable on new builds, the standard for working the price out bears no relation what a young person can afford. A fixed price of what is really affordable in our area needs to be agreed. Building council houses that can be shared by several younger residents would be beneficial, sharing bills etc,	The definition of affordable housing is set by central government planning policy. Noted –thank you
12	Lower the voting age to 16 and involve young people in the decisions that at the moment are made for them.	
13	Use of Social Media	Noted – thank you

14	Generally young people don't think their council does anything for them. You need to engage with them through social media and tell them about help with private renting or shared ownership opportunities. You could have specific initiatives and let them know that you are allocating a certain proportion of Homeseeker properties to under 25s, for example. You do this for older people through sheltered schemes. In addition, I think it is recognised that young people's access to housing is much more reduced than in previous generations due to increasing costs of home ownership and the impact therefore also on the private rental sector. Therefore actually having initiatives aimed at young people could help redress the balance and give them something to have "a voice" about.	Noted – thank you
15	It's largely a matter of central government policy.	Noted – thank you
16	Have a youth focused strand when undertaking Local Plan consultation and NDP consultations.	Noted – thank you
17	Encourage them to register to vote - this is why their needs are largely ignored.	The council runs a number of schemes to encourage young people to vote - we agree that this is important.
	It is important that the Council needs to actively engage younger people. There are opportunities to do this via local estates, tenants associations, youth clubs, community projects, youth forums (Cam & Dursley Youth Forum), local colleges and training providers, larger recruiters/businesses and leisure centres. Social media platforms can be used as well as offering incentives to engage e.g. rewards, training, awards, trips, food.	

13. Rural and Community Housing	Sometimes unmet housing need isn't apparent to all parts of a community. How can we best engage with communities to ensure that everyone's voices are heard?	Officer Responses
1	social media mass survey	Noted – thank you
2	It has to be direct leafleting (with very clear information on) to all households followed by group presentations.	Noted – thank you. Leaflets are often suggested but are unfortunately expensive to produce and can be difficult to target; however, we will explore the use & costs of 'walk sort' style leaflet drops.
3	Providing data and workshop templates for Parish and Town Councils to run dialogue on local housing needs and strategies.	Noted – thank you. However, not all parish councils are willing to engage with discussion on local housing needs.
4	I think community engagement can only be done face-to-face. It either needs community representatives or public meetings.	Noted – thank you
5	Engage more meaningfully with town and parish councils and actually take notice of what they say (e.g. re local planning applications).	Noted – thank you. However, not all parish councils are willing to engage with discussion on local housing needs.
6	Hold events in Stroud supermarkets	Noted – thank you
7	I think it depends who your target group is, is it the wealthy and elderly or is the low incomes etc. Maybe a block on selling rural social housing to keep it in the housing stock. Allowing building of social housing on green field areas, but not private building. Many of our surrounding villages have become exclusive communities excluding those who were born there. I lived near Slad as a child and young person. It was a village with a small shop/post office, school and pub on a bus route. The people who lived there were often those whose parents had lived there or people who worked locally or on the land. Outside toilets and a long walk to town were normal but hard work. Everyone had a garden to grow vegetables in to save money and a long trip to town. Its now seen as a trendy place to live where no one I know could afford to live.	The Council's rural exceptions policy is an attempt to create new affordable housing opportunities for low-income households in rural parishes such as Slad.
8	Unsure on this	
9	Through parish councils	Noted – thank you. However, not all parish councils are willing to engage with discussion on local housing needs.
10	Builders will not include bungalows in the new housing , even though bungalows sell for a premium price. I would like to see a retirement village in Cam , Bungalows only . It is not engaging with the communities but getting SDC to insist builders include bungalows in new build estates. SDC PLANNING DOES NOT PAY ANY ATTENTION TO PARISH COUNCILS AND REQUESTS ON APPLICATIONS	The Council's ability to insist on bungalows on new developments is severely restricted by national planning policy; a refusal of planning permission on these grounds is highly likely to fail at appeal.
11	Unfortunately the council has sold all or most of its stock of Rural Housing. The only way to overcome this is to build new publicly owned houses that are affordable and rebuild the communities however I think the wealthy residence may protest	The Council is unable to overcome policies such as the Right to Buy and thus is unfortunately unable to prevent the sale of council properties in rural areas or prevent second home ownership.
12	Parish Councils/ Town Councils should be encouraged to ask their populous for suggestions; but to be mindful of NIMBYS who rarely support these initiatives if the proposals are by them although happy with	Noted – thank you. However, not all parish councils are willing to engage with discussion on local housing needs.


	the theory as long as it is not next door.	
13	Contact them through local meetings/social media groups/local employers.	Noted – thank you
14	Through parish councils, Neighbourhood Plans and other plans produced locally.	Noted – thank you. However, not all parish councils are willing to engage with discussion on local housing needs.
15	Support enabling activities with community groups and networks across age groups, not just through Parish Councils, and include urban areas and Town Councils.	Noted – thank you
16	Not sure about engagement, but significantly increasing council tax for second homes and introducing other levies on second-home ownership, or banning it altogether in certain communities, would help alleviate the housing crisis locally.	The Council is unable to overcome policies such as the Right to Buy and thus is unfortunately unable to prevent the sale of council properties in rural areas or prevent second home ownership.
17	<p>We support the Gloucestershire Rural Housing Partnership paper on Community-led housing initiatives and recommend that there is an explicit commitment in the Housing Strategy to support the development of Community Land Trusts and any other schemes which provide genuinely affordable homes which are not subject to "Right to Buy".</p> <p>We suggest that a clear definition of "affordable" housing is provided within the document</p> <p>Engagement should be carried out at the local level using local links effectively where they exist. Different approaches may be needed in different areas, it should be tailored.</p>	Noted – thank you. A definition of 'affordable' housing will be included in the final document.

14. Do you agree that the strategy demonstrates a clear understanding of national and local issues?		
Response		Officer Response
1	yes although nothing mentioned about safeguarding	Noted – thank you.
2	At national and local level there is a low awareness of the consequences of population increase, because it is viewed as a controversial topic. Pollution, environmental problems and lack of housing are all as a direct result of more people and relentless, unquestioned worship of 'economic growth'! We do not have to introduce a Chinese-style birth control policy, but it has been shown that education and empowerment of women is a key driver of sustainable population levels. If this was looked at more closely, we could avoid many of the knock-on effects that strategies like these are desperately trying to address. We need to look at the causes, not just try to mitigate the effects.	Unfortunately these issues - although important – are outside the scope of this strategy.
3	In part.	
4	Government and local authorities are about ten years behind national and local issues. Solutions exist already to impact on lots of the issues, they just need enabling, which is where the local authorities could help.	Noted –thank you.
5	Yes	
6	To a certain extent	
7	Pretty much.	
8	Good understanding but things need to be followed through.	Noted –thank you
9	Yes	
10	No strategy did not communicate with parish Councils , putting houses where it was easy as land was flat. all infrastructure is insufficient to cater for proposed housing, As SDC allows small housing schemes there is no trigger point to build much needed infrastructure and no allocation of land has been put forward for schools, doctors etc.	These comments appear to relate to the Local Plan review and so have been passed to the relevant department.
11	Whilst the strategy demonstrates a clear understanding of national and local issues the implementation of the strategy requires increased funding which should come from the Government	Noted –thank you
12	yes	
13	Yes	
14	Yes	
15	No. It is heavily descriptive of current issues and problems and the types of initiatives that are being taken, some if which have existed for many years and have only marginal impacts.	Noted –thank you
16	Yes	
	There is confusion over the use of the term 'affordable' and what it means to the Council, developers and residents may all be different.	Noted –thank you. A definition is now included in the strategy.

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15. Self-Build Housing

This question is about introducing a single plot exceptions policy

20. Do you think this is a good idea?					Response Percent	Response Total
1	Yes				100.00%	18
2	No				0.00%	0
Analysis	Mean:	1	Std. Deviation:	0	Satisfaction Rate:	0
	Variance:	0	Std. Error:	0		
					answered	18
					skipped	1

	21. Do you have any other comment to make?	Officer Responses
1	This is a fantastic idea	Noted –thank you
2	Brilliant! About time! You have to make sure that the policy is watertight and does not allow loopholes for richer people from outside the district to use this policy to make a profit. We would fully support this as we have personally hunted and waited a long time to try to find a sensibly-priced plot in our area to build a high-quality home with a reasonable patch of garden. It has so far eluded us. Achieving this would certainly have a positive effect on our well-being and how we felt about the district! Please take this forward!	Noted –thank you
3	Most housing is good housing. Just don't increase the gap more between the haves and have nots and don't detract from the primary objective of creating more houses for everybody.	Noted –thank you
4	No	
5	It works elsewhere so yes!!	Noted –thank you
6	I think we are very lucky in the Stroud area to have a forward thinking council. I would like to see more homes and building for the Stroud native, we are a community built on local industry, much of it gone now but it is our heritage. And descendants of those people still live here, I keep seeing article saying how lovely a place Stroud is to live but this just encourages the rise in house prices pushing the families who have always called it home out into neighbouring cheaper areas and splitting families and communities. I see the average price of home in nearly a quarter of a million pounds, and rents for average family home range from eight hundred pounds upwards.	Noted –thank you
7	Single low earners can't get Morgages. It will be single professional who take it up and they can usually afford to already buy or rent privately.	Noted –thank you
8	This would allow our younger generation to get on the property ladder without paying profit to a builder.	Noted –thank you
9	Why should the properties be at the edge of existing settlements make the existing settlements affordable and	Unfortunately the Council has no mechanism to make land

	allow the modestly-sized self-builds to be part of the existing	affordable; this is dictated by the market. Plots in existing rural settlements can be exorbitantly expensive.
10	This is a very fertile area of bringing forward development. Can be as part of Exception Allocations or by specific policies and normal allocations within the emerging Local Plan?	Yes, the intention is that this will be a policy within the emerging Local Plan.
11	No I don't have enough knowledge to comment.	
12	There should be conditions on energy efficiency and other environmental factors	Noted –thank you
13	This should provide opportunities across our parishes and towns, rather than simply offering this as part of West of Stonehouse strategic site. The current self-build program needs better definition and clarity around community led housing.	Yes – this policy will be entirely separate from the percentage self build plots sought on strategic sites.
14	<p>Yes, provided sustainability and local amenity etc. is taken into consideration.</p> <p><i>The Council agreed it was not possible to answer the question with a Yes or No and resolved to respond - Only if it complies with Dursley Town Council's comments to question 21 then YES.</i></p> <p>Innovative models of housing such as starter homes, community land trusts and self-build are some of the methods of delivery the Dursley Neighbourhood Plan would like to support, while ensuring that design quality is high.</p> <p>As outlined in the Dursley Neighbourhood Development Plan, the town is constrained in terms of future development due to its landscape. It does have a number of brownfield sites within the settlement boundary where development will be supported in principle. This includes council house re-development which will further add to the local housing supply.</p>	Noted –thank you

Community - Led Housing

<p>25. Community-led housing helps communities look at, and resolve, housing problems in their own local areas. One of the biggest obstacles for the Council in supporting community-led housing is getting in touch with community groups who may not be aware of the support available. How do you think we could find interested groups?</p>				
		Response Percent	Response Total	
1	Open-Ended Question	100.00%	15	Officer Response
1	19/03/2019 17:01 PM ID: 111835353	social media young people and adults at colleges GLGBTQ		<p>The District Council funds a Community Housing Enabler whose work is to provide dedicated support for community-led housing initiatives</p> <p>It is recognised that not everyone is willing to approach the District</p>

25. Community-led housing helps communities look at, and resolve, housing problems in their own local areas. One of the biggest obstacles for the Council in supporting community-led housing is getting in touch with community groups who may not be aware of the support available. How do you think we could find interested groups?			
			Response Percent
			Response Total
		local radio	
2	02/04/2019 12:20 PM ID: 113055995	Perhaps these groups need to set up from scratch. If you leafletted an area to make people aware that there was a mechanism to build an affordable home and offer some facilitation to get it off the ground (perhaps via parish councils) then people would surely come forward.	
3	24/04/2019 13:23 PM ID: 114745306	Leaflet drops requesting people get involved.	
4	24/04/2019 14:53 PM ID: 114750046	Local authorities etc. are generally viewed as impenetrable by the majority of people and businesses, staff should come out of their offices one day a week and get out and about on the ground amongst the communities and businesses in their districts.	
5	24/04/2019 15:17 PM ID: 114767017	You should be leading on this - providing examples from other areas and convening groups of individuals interested in exploring the possibilities. Again, link respectfully with parish/town councils: you are really not good at that!	
6	24/04/2019 17:08 PM ID: 114782825	Facebook etc	
7	25/04/2019 15:05 PM ID: 114866574	Local press. Meeting places like halls used for community project and toddler groups, leaflet dropping, open, informal meetings in different areas like the case work sessions David Drew has.	
8	25/04/2019 19:00 PM ID: 114893483	Being more approachable.	
9	25/04/2019 22:32 PM ID: 114907872	In practice very challenging.	
10	25/04/2019 23:38 PM ID: 114906399	Sorry as a Parish council we do get people aware and no matter what our residents ask for it is ignored, so local housing is not resolved we just just more expensive houses build in community that locals can not afford. Community led housing can not afford building plots when big builders push prices up.	
11	27/04/2019 11:30 AM	I am sure that community led housing groups would contact the Council in the first	

Council and so the Housing Enabler is employed by Gloucestershire Rural Community Council which gives the role a degree of independence and provides a single point of contact for communities.

Not all parish and town councils have responded positively to approaches by the Community Housing Enabler which may simply reflect a lack of knowledge about Community-led housing; it is a relatively new subject for the UK as a whole.

Comments relating to social media use and ideas around approaching different groups are welcomed and will be reflected in the work of the Community Housing Enabler.

The Council recognises that national planning policy does not always reflect a community's ambitions for new housing in its area; the creation of this post is one way of trying to rebalance this and provide more accessible housing solutions for local residents.

25. Community-led housing helps communities look at, and resolve, housing problems in their own local areas. One of the biggest obstacles for the Council in supporting community-led housing is getting in touch with community groups who may not be aware of the support available. How do you think we could find interested groups?			
			Response Percent
			Response Total
	ID: 114948070	instance so I do not think that there can be many there. The Council could perhaps advertise the options by contacting all the village hall committees that exist to see if they can promote Community Led Housing	
12	29/04/2019 14:40 PM ID: 115158863	Social Media and Press Releases	
13	01/05/2019 10:05 AM ID: 114848854	Local social media groups?	
14	01/05/2019 13:00 PM ID: 115385655	General publicity about the support available.	
15	02/05/2019 10:41 AM ID: 115484566	<p>Get enabling support in place that works with individuals, networks, informal groups, intermediary agencies as well as professionals and Town and Parish Councils</p> <p>To find interested groups you need to tap into local networks and take advantage of local publicity platforms e.g. facebook groups. Town and Parish Councils are a good place to start to build up contact lists.</p> <p>Innovative models of housing such as starter homes, community land trusts and self-build are some of the methods of delivery the Dursley Neighbourhood Plan would like to support, while ensuring that design quality is high.</p> <p>As outlined in the Dursley Neighbourhood Development Plan, the town is constrained in terms of future development due to its landscape. It does have a number of brownfield sites within the settlement boundary where development will be supported in principle. This includes council house re-development which will further add to the local housing supply.</p>	
			answered
			15
			skipped
			4

26. Do you have any other comments to make?				
			Response Percent	Response Total
1	Open-Ended Question		100.00%	10
			Officer Response	
1	02/04/2019 12:20 PM ID: 113055995	Having done one of these surveys before, I was surprised to find that once I have submitted it, I have no record of my comments! Why can't a copy be emailed to participants?	<p>We also hope that this is not all talk and no do! The intention of this paper, and of the wider Housing Strategy, is to shape our work in the coming months and years. Support for these workstreams is warmly welcomed.</p>	
2	24/04/2019 13:23 PM ID: 114745306	I hope this is not all talk and no do.		
3	25/04/2019 19:00 PM ID: 114893483	Please take note of what people are saying and not just do this to tick boxes		
4	25/04/2019 23:38 PM ID: 114906399	As a Parish Councillor I have lost faith in SDC to help and provide anything for our residents have asked for. On the planning side our comments are ignored. Nothing is received for community from the builders . We are going to be subject to road snarl ups , in a small village that has not got a road system that can cope with what is being thrown at it.		
5	27/04/2019 11:30 AM ID: 114948070	No further comments		
6	29/04/2019 14:40 PM ID: 115158863	It is about time that all tiers of Government fully review the organisations and individuals who would like to deliver affordable homes. RSLs and the likes should not be the main criteria?		
7	01/05/2019 10:05 AM ID: 114848854	No, but thanks for considering my thoughts.		
8	01/05/2019 13:00 PM ID: 115385655	no		
9	02/05/2019 10:41 AM ID: 115484566	There should be a partnership approach to Community Led Housing at District level and a focus on CLH opportunities in towns as well as rural parishes. This could be done through a round table approach rather than apparent reliance on a bilateral relationship between SDC and GRCC. Lack of clarity around this process creates more confusion and prevents communities from pursuing.		
10	09/05/2019 12:56 PM ID: 116138047	We support the Gloucestershire Rural Housing Partnership paper on Community led housing initiatives and recommend that there is an		

26. Do you have any other comments to make?			
		Response Percent	Response Total
	explicit commitment in the Housing Strategy to support the development of Community Land Trusts and any other schemes which provide genuinely affordable homes which are not subject to "Right to Buy".		
		answered	10
		skipped	9

10 SEPTEMBER 2019

Report Title	TENANT SATISFACTION (STAR) SURVEY RESULTS
Purpose of Report	<p>To present members with the results of two tenant satisfaction surveys; one for sheltered housing tenants and one for a selection of general needs tenants. Both surveys were carried out between February and April 2019 by ARP Research, an independent organisation.</p> <p>To compare survey results with the previous 2015 surveys, and those of social housing providers of a similar size and type.</p> <p>To provide analysis of the results which a) validate the decision to bring the repairs and maintenance service in-house and, b) may inform future improvements to tenancy management</p>
Decision(s)	The Committee RESOLVES to note the Tenant Satisfaction (STAR) Survey Results Report
Consultation and Feedback	The 2019 survey results and follow up work will be fed back to tenants through Keynotes, Stroud Council's Housing Facebook page and SDC website.
Financial Implications and Risk Assessment	<p>There are no direct financial implications arising from this report, however, any potential changes to services will need to be costed and included in the Medium Term Financial Plan (MTFP) and 30 Year Plan.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p>
Legal Implications	<p>There are no legal implications arising from this report</p> <p>Patrick Arran, Interim Head of Legal Services Tel: 01453 754369 Email: patrick.arran@stroud.gov.uk</p>
Report Author	Christine Welsh – Projects Officer Tel: 01453 754164 Email: christine.welsh@stroud.gov.uk
Options	None
Performance Management Follow Up	These survey findings will be used to help SDC improve services and increase tenant satisfaction levels over time.

1. Background

- 1.1 Tenant Services periodically undertake a tenant and resident satisfaction survey (STAR), a) to find out how tenants perceive our services and, b) to satisfy our regulatory obligations as a social landlord. The survey findings allow us to see what's working well in comparison with previous years so that we can identify what needs to change and improve. Our tenant satisfaction rates are also compared with similar landlords.

- 1.2 The survey was conducted independently by ARP Research, an independent company, and took place earlier this year (between February and May). Postal surveys were sent to all sheltered tenants and a randomly selected sample of 2,300 general needs tenants.
- 1.3 In total, 294 sheltered tenants (41% response rate) and 540 general needs tenants took part in the survey (23% response rate). We attribute the particularly disappointing general needs response rate, in part, to sole reliance on postal methods to conduct the survey rather than by electronic means (email and SMS messaging). This issue will be resolved by the imminent updating of the Tenancy Agreement which will address GDPR regulations.
- 1.4 Satisfaction with the repairs and maintenance service varied considerably between the perceptions of sheltered tenants and general needs. Sheltered, ratings were similar to 2015's and identical to the HouseMark benchmark median. Satisfaction of general needs tenants however, dropped from 79% v 70%. Repairs satisfaction contrasted very poorly in the southern part of the district against the northern part. Further breakdown of the results reveals high satisfaction rates with
 i) ease of reporting a repair, while ratings were 92% and 81% respectively for ii) how it was dealt with.
 Experience of the repairs appointments system (being given an appointment, at a preferred time and having an appointment kept) had a notable impact on how respondents perceived the repairs service overall. Sheltered tenants' ratings were relatively high whereas general needs tenants were far less satisfied. The appointments system was a common suggestion for improvement. Satisfaction with the last completed repair was generally high. There was a high level of satisfaction with each of the six aspects of the last completed repair. However, 'information given on the progress of work' and 'Time taken to complete the repair once it started' had the lowest scores and is something to take note of - being one of the best predictors of satisfaction. Satisfaction with in-house gas servicing is still high; even gaining a higher percentage of 'very satisfied' responses from sheltered tenants.
- 1.5 Satisfaction with our customer service and the general handling of enquiries hasn't changed significantly overall for sheltered tenants, but in the case of general needs ratings dropped to 73% from 78%. The council therefore remains in the bottom quartile of landlords.
 72% general needs tenants and 85% sheltered said their queries were answered within 10 working days (was previously 85% in both cases). 30% said that a full explanation of the query outcome was not provided. These two aspects of customer service had a strong relationship with other customer service satisfaction scores. Getting a satisfactory response when reporting issues and, within the 10 day timeframe, is thus key to getting this area of the service right.
 In terms of demographic differences, older general needs tenants (65+) were significantly more satisfied than average with the way enquiries were handled (87%). In contrast, those aged 16-34 were significantly less satisfied (52%), as were those aged 35-54 (71%).
 47% of sheltered respondents are internet users (10% increase from 2015). The most common method of accessing the internet was via pc or tablet.

71% of general needs tenants use the internet. Of those, 39% were aged 65+, 94% were aged 35-64 and 89% were under 35. Smartphones were, by and large, the most commonly used appliance to access the internet.

Information via letter remains the most valued communications channel, followed by telephone. However, there was a notable shift in those preferring contact by email.

- 1.6 Information and resident involvement - Keeping tenants informed is a key driver of satisfaction and a theme across the results. Indeed, communication and information seems to be a theme throughout the results.

Sheltered tenants' satisfaction with being kept informed about the things that affect tenants was virtually the same at 73%, while that of general needs' tenants was down from 80% to 72%.

57% sheltered tenants were satisfied with how well the council listens to tenants' views and acts upon them (was 61%), while general needs tenants was 58%, (previously 64%) –below the benchmark of 69% for other landlords.

No significant change in the percentage of respondents who were satisfied with opportunities to make their views known.

As with many other survey results, younger tenants were far less positive than the 85% of over 65s that rated the council's information as good. However, the very youngest respondents aged 34 or under were actually slightly more satisfied, at 71%, than those aged 35-64 (68%).

The vast majority of tenants value Keynotes. One in ten sheltered tenants would prefer receiving it electronically. 17% of general needs tenants prefer an electronic copy; many of whom were among the under 35s (40%), while 3% were over 65.

Just over a quarter of respondents wanted to know more about getting involved.

- 1.7 Home and scheme (24 schemes) - The vast majority of sheltered tenants were satisfied with the quality of home 90% (broadly in line with 2015's score of 92%) and the rating for the condition of the scheme 81% (no different from 2015).

Satisfaction rates in relation to the appearance of schemes dropped from 84% to 81%. A statistic influenced by the low ratings for grounds maintenance service (69% was 78%) and cleaning of external communal areas (66% was 75%). Those living in flats were more satisfied than those living in bungalows with both the quality of their home (92% v 88%) and the general condition of the scheme (82% v 80%).

47% of respondents use their scheme's communal lounge. Those who use the communal lounges tend to be more satisfied with the scheme facilities and services.

81% general needs are satisfied with the home (a key priority for tenants). This score has remained stable since 2008 and is broadly in line with similar landlords.

In contrast, satisfaction with cleaning of communal areas has dropped. Internal cleaning from 66% to 46%, whilst external cleaning dropped from 68% to 42%

- 1.8 There was a significant drop statistically, in satisfaction with neighbourhood as a place to live (83% v 87%), with the appearance of neighbourhoods having strongly influenced this score - there is a considerably lower level of satisfaction with the grounds maintenance service.

Top issues viewed to be more of a significant problem since 2015 include rubbish or litter, where general needs ratings had dropped from 79% to 72%), and more sheltered tenants (18%) said it was a problem (was 10%). Other issues viewed to be more of a problem than in 2015, were dog fouling, drug use/dealing and drunk or rowdy behaviour.

1.9 Improved results (sheltered respondents) for dealing with ASB (although sample sizes were very small) are now above the benchmark median scores from other landlords. For instance, there's a 48% satisfaction rate for the response overall to ASB complaints, (was 30%) and the ARP benchmark median of 36%. Dealing with Anti-social behaviour is seen as being one of the top five priority services they received from the council and influences wider satisfaction. Respondents who have experienced an incident of ASB in the previous year increased by a small percentage (2% and 3%) with 62% sheltered and 53% general needs tenants reporting it directly to the council. Once general needs respondents have reported ASB, their experiences have not compared favourably with 2015 results. However, there are complexities in dealing with ASB and it should be noted that questions that ask how reports are handled typically receive lower ratings than many other question types in surveys. Furthermore, due to the small sample sizes involved throughout, care should be taken when interpreting results throughout this section.

2 CONCLUSION / RECOMMENDATION

Repairs and maintenance - Work is going into bringing the repairs and maintenance service in-house for next April 2020. Planning includes improvements to the appointments system that tenants get an appropriate repairs appointment, at the tenant's preferred time and reduce the time taken to complete a repair once it has started.

Sheltered schemes - A dedicated member of staff, Community Hub Facilitator will work with tenants in each sheltered scheme and external partners to support, develop and devise initiatives for a community hub such as tenant surgeries and social activities.

Communications - To improve communications, Tenant Services will continue improving ICT systems and processes to support staff in the improvement of customer service. This includes tackling ease of communicating with the right person, appointments and keeping tenants informed of how their query is progressing should the task require more than 10 working days to resolve.

Tenant involvement - We will contact all those respondents who said they would be interested in getting involved and continue to recruit volunteers to increase tenant engagement.

Neighbourhood and Scheme as a place to live - We are modifying our approach to the recycling service and working with Community Services on solutions that are appropriate for each estate. Given budgetary constraints, this will have to be a long-term project, entailing a phased approach (on an estate by estate basis). Such modifications have already been successfully established at Bearlands in Wotton under Edge. Plans are currently being drawn up for Paganhill in Stroud, Lower Kingshill in Dursley and Draycott in Cam.

We will review our communal cleaning and grounds maintenance service standard in conjunction with Community Services to ensure improvements.

Local tenants, leaseholders and councillors will be invited to estate walkabouts with Neighbourhood Management Officers (NMOs) and our partner organisations to assist us in tackling issues arising from Anti Social Behaviour.

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

10

10 SEPTEMBER 2019

Report Title	SHELTERED HOUSING CALL MONITORING SERVICES
Purpose of Report	To inform Committee of the need to change the current hard wired alarm system in all sheltered housing units and replace with an opt in/out Careline facility.
Decisions	The Committee RESOLVES to: <ol style="list-style-type: none"> 1. Authorise officers to arrange for the decommissioning of the existing hard wired monitoring services. 2. Authorise officers to arrange for the replacement of the current system with Careline.
Consultation and Feedback	<ul style="list-style-type: none"> Individual scheme meetings with residents and Councillors Home visits for less mobile tenants Feedback invited by email to: tenancy.consultation@stroud.gov.uk
Financial Implications and Risk Assessment	<p>The one off costs associated with this proposal are expected to be up to £181k (Appendix B), although it is hoped that not all of this work would be required. This cost could be funded from underspends in the HRA in 2019/20, predominantly from within Sheltered Housing.</p> <p>This would reduce the ongoing cost of Sheltered Housing (which is currently subsidised from HRA rents), allowing service charges to remain as low as possible when they are reviewed in line with the Older Persons Strategy move to Independent Living.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p>
Legal Implications	<p>There are no specific legal implications arising from this report, any equalities implications are set out in the body of the report.</p> <p>Patrick Arran, Interim Head of Legal Services Tel: 01453 754369 Email: patrick.arran@stroud.gov.uk</p>
Report Author (s)	Lynne Mansell, Principal Sheltered Housing Officer Tel: 01453 754173 Email: lynne.mansell@stroud.gov.uk
Options	<ul style="list-style-type: none"> To upgrade the current hard wired system. This is more costly than Careline with ongoing contractual and maintenance costs. Not to upgrade, however, the current system will be obsolete in 5 years due to advances in technology and essential manufacturers upgrade.
Performance Management Follow Up	Updated report to be presented to the Housing Committee on a 6 monthly basis.

Background Papers / Appendices	Appendix A	Consultation Meetings results
	Appendix B	Current Provision, One off costs and subscription fees
	Appendix C	Older Persons' Housing Strategy 2019 https://www.stroud.gov.uk/housing/housing-strategy
	Appendix D	Forecast of Works

1.0. Background

- 1.1. Hard wire alarm systems were commonly introduced in the 1960's and 70's, and designed when few people had access to telephones and long before mobile phones and broadband technology. They provided a method for a "warden" or "scheme manager" to communicate with residents at a time when there were few alternatives. Currently all Sheltered Housing sites belonging to Stroud District Council have hard-wired alarm systems.

2.0. Introduction

- 2.1. **Tunstall and Hereford monitoring centre:** The hard-wired warden call systems have changed very little and there has been little innovation. The current hard wired system is coming to the end of its useful life and is difficult and expensive to maintain. These systems have not been manufactured for many years and, although we still have support, the cost of maintaining them is rising disproportionately. The costs to both source the necessary materials for repair, where still available, and maintain specialist Test Rigs in Service and Repair Centres are increasing rapidly; this involves testing equipment ahead of it being installed and diagnosis of equipment failure. As a result, renewal of service contracts for existing equipment have seen a price rise of 15% per annum and costs will only continue to rise.
- 2.2. As the current system approaches the end of its natural life, there are further challenges with individual need based equipment such as door sensors and falls monitors. As these devices are required to be programmed into the monitoring system there are increasingly more limitations due to advances in technology and incompatibility. The current contract with Tunstall ceases on 31 March 2020.
- 2.3. Changes in telecoms infrastructure are necessitating reviews to explore alternative approaches to improve tenant satisfaction and create efficiencies at the same time.
- 2.4. To upgrade the current system across all 28 sheltered housing sites will cost in the region of £320,000.
- 2.5. **Ok Each Day** telephone system was introduced as a pilot in 2014; the provider is called Housing Proactive and is based in Windermere in the Lake District. The pilot was rolled out across all sheltered housing schemes with zero cost to the tenant providing a free telephone with a red button to be pressed daily to indicate tenant is OK that day. It also provides a free line to repairs at SDC and a free customer service line to Housing Proactive.
- 2.6. This service has an annual cost of £97,930.00 to the HRA with no costs to the user. There are currently 228 users of OK each Day – this is not a financially sustainable service and as such the recommendation is to withdraw the service as a free option

on 31 March 2019. Should tenants wish to subscribe to this service, all detail will be provided to set up an individual contract between user and provider. The current cost is set at £35.00 set up fee and £15.99 per month.

- 2.7. **Careline** has been selected as the preferred option as it is a standalone device that requires no hard wiring and no emergency pull cords to be fixed to the property providing a more tailored approach with choice for all tenants. There is no procurement required for Careline as the service is managed by Community Services.
- 2.8. Recommendations follow SDC's corporate approach; the service is managed by Community Services and utilised by many people across the district in all tenures and is not age critical. Careline plays a key role in helping vulnerable people and/or older people live independently and safely in their own homes. The service can provide vital reassurance to residents and their family and friends when they need it most.
- 2.9. Careline is a national provider that provide help and support, especially for those who live alone providing the users with a base unit and a pendant (multiple wearing options; neck, wrist or belt). The base unit is small and discreet and installed wherever the telephone socket is located. The base unit is the vocal communication between the user and the monitoring team which has a loud speaker and built in microphone. Battery backup is included which will boot-up should there be a power cut. The pendant is waterproof, uses frequency 869 MHz which will not interfere with any medical equipment in the home and has a large range of coverage within the garden and home of approximately 100 metres.
- 2.10. The Careline base unit can cater for up to fifteen external devices to be programmed in e.g. falls detectors, smoke detectors, movement sensors giving a tailored approach to the user. These means should the user fall or activate the smoke detector (if linked) it will send an automatic alert to the monitoring centre without the user having to press the pendant.
- 2.11. The monitoring centre for Careline is based at Hereford who we currently use in conjunction with Tunstall and are aware of our customer base.
- 2.12. Considerations
 1. Residents are not happy paying for an alarm service that they neither want nor use. Most prefer not to have red cords displayed throughout their homes and more often than not they are tied up, tucked away or cut off. Tenant consultation (see Appendix A) has evidenced that tenants consider Careline to be a suitable and better option/replacement than current hard wired system allowing choice.
 2. The cost of upgrading the hardwired monitoring service is approximately £320k. It would not enable residents a choice of whether they have it or not but the cost will be reflected in their service charge. There would be a substantial increase in service charge for (a) the upgrade and (b) the ongoing contractual and maintenance costs.

3. The start-up cost of installing Careline with a pendant per household is in the region of £60k with no on costs. This capital cost will be met by the HRA with no cost to the resident. There would be an expected minimum cost of installing telephone lines to those properties without a telephone line. A survey of all residents will be undertaken to ascertain how many telephone lines need to be installed. There are currently around 11% of tenants that do not have a telephone line into their home however, not all tenants without a telephone line may wish to subscribe to Careline.
4. Communal Fire Alarm panels, lifts and disabled W.C.'s which are currently linked to Tunstall and Hereford monitoring centre will be connected via a sim card dialler to repairs during 0845 – 1700hrs and to Civica out of hours service outside of working hours.
5. Careline will link into the smoke alarm in individual homes if there is a recognised vulnerability. Should tenants not require linked smoke detectors or not require Careline there will be a hard wired alarm but like all mainstream properties it will be an alarm that will sound but not be linked to a monitoring centre.
6. Door entry for tenants who share a main communal door entry will have the Tunstall speech module currently in situ replaced with a telephone handset to release the front door on notification of a visitor.

3.0. Risks

Risk Description	Likelihood	Impact	Mitigation Measures
The sheltered housing service is currently subsidised by the HRA which will continue to return a deficit if recommendations are not accepted.	Probable	High	The recommendation made in this report will prevent current telephone outage effect – should existing telephone line go down the whole scheme goes down. It will further reduce financial burden of the service on the HRA. This will also link into the de-pooling of rents/service charge project giving transparency and choice.
The safety and well-being of our residents is compromised by the removal of the hardwired monitoring systems	Unlikely	Low	The service will be tailored to suit the individual: Careline will be available to those who require/need it. Smoke/heat detectors will be hard wired to the property if there is a noted vulnerability. Careline can be programmed to a variety of different devices to include monitoring of detectors.

Risk Description	Likelihood	Impact	Mitigation Measures
Door entry system will not go through Tunstall so unexpected callers will be unable to gain entrance to scheme	Unlikely	Low	Resident's flats will have access to direct communication through telephone handsets installed into the property giving oral contact. Tradesmen will gain access through TRADE button with restricted hours.
There is a risk that residents who need an alarm will be unwilling to have on and pay for it	Unlikely	Low	Officers to carry out assessments as required. Regular communication with residents via attendance at social activities and implementation of Community Hubs on scheme.

4.0. Costs and Savings

- 4.1. Current contractual costs for monitoring services are £170,500 which would be eradicated with removal of services. The recommendations made in this paper will eliminate all future contractual and maintenance costs to sheltered housing as Community Services will procure and manage the contract.
- 4.2. Recommended change of service to Careline will raise a one off implementation cost of approximately £196.5k (Appendix B for breakdown of figures). This will be reduced significantly if existing wiring from door entry to individual dwellings can be used. It is impossible to give a possible likelihood on this at present however intensive investigations will be arranged should the recommendations be passed. Once investigations have been completed, works will be scheduled to commence leading up to 1 April 2020 (Appendix D).
- 4.3. There will be no ongoing monitoring costs or contractual agreements for the service as, once Careline is in situ, the resident can register to service as below:
- **Careline** – cost to resident for monitoring services and pendant at approximately £6.72 + vat per month (currently £1.68 + vat per week). HRA will subsidise the cost of the Careline units which will only apply to sheltered tenants. One pendant per subscription will be issued. Further pendants will be chargeable to user at £50 +VAT. Site Officers will be trained to address any faults with the equipment: this will be carried out on a responsive basis.
 - **OKEachDay** – daily wellbeing button press – cost £15.99 per month if tenant wishes to subscribe to this service.

5.0. Summary

5.1. This report recommends; current monitoring services are decommissioned and Careline is available to all sheltered accommodation.

5.2. Rationale for Recommendations

- Current monitoring systems do not allow for a tailored service to residents as each dwelling is hard wired to a monitoring centre with red pull cords in every room
- Provides tenants the option of not having an alarm and therefore not having to pay for a system unless they use it.
- Current monitoring systems have an annual contractual cost of £170,000
- Current system is outdated with parts becoming obsolete and repair times becoming longer escalating potential risk to business
- Current system operates from a single User Application Control (UAC) telephone line; one fault will knock out entire scheme cover.
- Careline operates from individual telephone line connections: a faulty line will only disable one connection rather than the whole scheme.
- No contract costs for service users to be reflected in Service Charge.
- Fewer false alarms creating a more efficient and effective service with less out of hours call outs for officers, in turn reducing staff costs.

5.3. Resident Benefits include:

- Removal of unwanted equipment in homes.
- Potential for lower service charges at the next review.
- Access an alarm system for those who want it rather than a 'one size fits all' alarm in all properties.
- No intrusions from monitoring centre when burning toast/cooking.

5.4. Council benefits for this include:

- Reduction in expenditure, servicing and maintenance costs
- Makes properties more attractive and less institutionalised
- Empowers residents by giving them more control and choice
- Better detects the changing needs and requirements of residents
- Deploy a service that works well in all properties including general needs

5.5. Careline is supplied and managed in-house by Stroud District Council's Community Services' Neighbourhood Wardens who are willing to train Site Officers to maintain and rectify faults on the system allowing there to be no external contract or financial outlay to tenant or council.

5.6. **Outcomes**: To ensure that the service we offer is efficient and effective, meeting the needs of the current and future residents of sheltered housing, linking into the Older Persons Strategy to include independent living.

- 5.7. Decommissioning current monitoring services would assist with financial sustainability of the service, enabling it to support itself more in the future. This will link into the current service charge project ensuring a fairer and accurate charging structure as there will be no cost for a hard wired service which is not used by all tenants.
- 5.8. Once the hard wired systems are wholly decommissioned there will be significant additional savings on the physical maintenance of the existing equipment as well.
- 5.9. Payments for Careline will be a direct arrangement with Community Services who will manage the contracts with no hidden on-costs to tenants.

6.0 Equality Implications

Section 149 of the Equality Act 2010 sets out the Public Sector Equality Duty ('PSED'). Consideration of equality matters is an integral part of a local authority's decision making. The PSED requires public authorities to have "due regard" to the need to eliminate discrimination, advance equality of opportunity and foster good relations when carrying out activities.

- 6.1 In order to assess whether there were any equality implications, officers carried out an Equalities Impact Assessment (EIA) which was completed on the 22 July 2019. The EIA concluded that there may be impacts on the basis of age and, potentially, disability.
- 6.2 The EIA identified actions that would mitigate against any potential negative impact with the protected characteristics of age and disability. These were:
 - Advice, support and assistance made available to tenants in relation to the Careline system.

Tenant Consultation Meetings from June 17th – July 22nd 2019

Scheme	Tenants present	Home Visit	Councillors Present
Hazelwood Stonehouse	14		1 – Cllr M Ross
Malvern Gardens	11		1 – Cllr J Miles
Walter Preston Court	12		1 – Cllr J Miles
Grange View	11		0
Grove Park Road	9		0
Sherborne House	12	1	1 – Cllr M Ross
St Nicholas Court	16		0
Jenner Court	9		0
Hamfallow Court	14	4	0
Willow Road	6		0
Dryleaze House	40		0
Burdett House	8		1 – Cllr M Ross
The Beeches	6		1 – Cllr S-Kennedy
Ashcroft House	6		0
Concorde	10		0
Springfields Court	14		0
Chapel Lane	6		0
Archway Gardens	15		0
George Pearce House	17		0
Ashwell House	10		0
Draycott	13		0
Vizard Close	13		1 – Cllr D Cornell
The Corriett	17		0
Total Attendance S Housing	289	5	

With regard to tenant feedback, the consultation was met with interest and positivity. 289 out of 598 tenants attended the meetings in the communal lounges, 5 home visits were carried out and 6 telephone messages were left to give apologies but happy with removal of the red cords.

Consultation was centred around the equipment coming to the end of its natural life and how the entire system would be replaced with Careline receiver and one pendant on the tenant's request.

Throughout the meetings all attendees were engaged and very interested in the recommendations.

There were several questions and comments at every meeting for example, when it was mentioned about the red cords being removed tenants comments included "We would never fall where they are placed so it's a great idea", "the Careline looks much tidier than the red cords all over the flat", "happy to get rid of the cords, they make it look like an old people's home".

When discussing subscribing and the cost of Careline, comments included “£1.68 is not a lot to look after my Health & Wellbeing”, “what if I haven’t got a telephone line?” “No concerns as long as everyone have the option”, “what happens if somebody cannot afford it?”, “is it covered by Pension Credit” and “can I dip in and out of the service as I feel the need?”

With regard to the communal areas, tenants were informed the main fire panel will be fitted with a dialler through to repairs to raise alert if activated, the lift and disabled toilet will have the same device fitted and the communal front door will be operated by a handset within their homes. Independent smoke detectors in people’s homes would be hard wired from the electricity supply unless there is a vulnerability whereby a different smoke detector would be fitted which would activate the alarm without the user having to use the pendant. These devices are funded by Gloucestershire County Council and are allocated on assessment which would be identified by our current support team. There were several comments regarding this topic; for the smoke detector change - “I will be happy not to speak to someone every time I burn the toast”, “I find control a nuisance when burning toast or opening the oven”

With regard to the front door not going through the Tunstall system tenants commented “how will I let my visitors in”, “this makes it so much more personalised which is great”, “security should improve as it is up to us not to let people in if we don’t know who they are”.

General comments and questions at the end of the session included “what about communal areas?”, “will support still be available to me if I do not subscribe to Careline?”.

There was also a web address tenant.consultation@stroud.gov.uk for tenants to make any comments, suggestions and concerns; 8 emails were received and put into the following categories:

Scheme	Comment	Response
Burdett House	Is this privatisation?	Clarity and understanding provided following scheme meeting
Burdett House	Would like privatisation addressed before end of consultation period	As above – tenant has total understanding of recommendation and feels it is a good idea for sustainability.
Sherborne House	Thinks Careline is very good as a family member outside of sheltered has it. Enquiring of cost and installation.	Telephoned tenant with answers to enquiry
Sherborne House	Family Member – mother cannot hear well, will there be notes from the meeting?	Home visit

Dryleaze Court	<p>I think it is an excellent idea to get rid of the archaic Monitoring system in the sheltered housing properties.</p> <p>They do look as if you are living in a care home. Very unattractive specially the ugly 'box' on the wall, with a bright red button on it, and long red cords hanging down.</p> <p>A system of personal pendants for tenants at risk is a much better idea ,as the cords obviously are not always exactly where needed at all times. Much better to pay for it only if you use it too,</p>	Thank you for your comments
Hamfallow Court	I do not intend to use Careline but how will the door entry system work.	Full information given – each flat will have a handset to release the front door when alerted
Vizard Close	I am happy to live independently without Careline until I need it	Thank you for your comments
Vizard Close	<p>Concerns about the communal areas not having an alarm system. Voice over wi-fi and video calling should be available in the communal lounge</p>	<p>The Communal Lounge is a social space, in case of emergency advice would be to use mobile phone. Digital technology includes open wi-fi in communal areas which can be used for voice over wi-fi and videos calls on users private devices.</p>

Appendix B

Current Provision	Detail	Cost
Tunstall and Hereford	Full hard wired service across 28 sheltered housing schemes	£72,647
OK Each Day	Telephone with OK Each Day, pressed once per day to signify tenant OK	£97,903

One Off works	Detail	Cost – financial year
Decommission Tunstall and Hereford contracts	Install Careline into each property – 600 units	£59,400 - 2019/20 financial year
Mechanical & Electrical	Rewire door entries to hand set system, fit diallers in lifts, communal fire panels and disabled w.c's	£112k (approximately, will be substantially lower if existing wiring can be utilised) – 2020/21 financial year
B.T. Telephone	Installation of telephone lines – approximately 11% of stock	£9.5k – 2029/20 financial year.

Annual Savings		
	Removal of Tunstall and Hereford Services	£72,647
	Withdrawal of OKEach Day Services	£97,903
	Total annual savings	170,550

Appendix D

Action	Detail	Date
Careline Order and Installation	<p>Order 598 Units</p> <p>Contact all tenants to establish Careline subscriptions.</p> <p>Logistics – telephone lines/plug sockets in users home. Order BT lines as required.</p> <p>Installation of Careline base units ready for use</p>	<p>Mid-Sept 2019</p> <p>Mid-Sep to Mid Oct 2019</p> <p>Mid-Sep to Mid Oct 2109</p> <p>Jan – Mar 2020</p>
Mechanical and Electrical	<p>Investigate wiring for door entry system, diallers for lifts, fire panels and w.c's</p> <p>Commence removal of Tunstall speech modules and fit door entry handsets in users home</p> <p>Commence installation of diallers</p>	<p>Sept/Oct 2019</p> <p>Tbc – up to 31 Mar 2020</p> <p>Tbc - up to 31 Mar 2020</p>
Tunstall Equipment	Removal of Tunstall speech modules in communal areas and replace with white blanking plate	w/c 1 April 20020
Sheltered Officers	<p>Collection of all OKEachDay telephone systems</p> <p>Remove red pull cords from all properties and communal areas.</p>	<p>w/c 1 April 2020</p> <p>w/c 1 April 2020</p>

STROUD DISTRICT COUNCIL

HOUSING COMMITTEE

10 SEPTEMBER 2019

AGENDA
ITEM NO

11

Report Title	REVISIONS OF THE INTRODUCTORY AND SECURE TENANCY AGREEMENT'S TERMS AND CONDITIONS
Purpose of Report	<p>To provide Housing Committee with the results of the consultation process, following the serving of section 103 (2) of the Housing Act 1985, regarding the revision of the Introductory and Secure Tenancy Agreement's Terms and Conditions.</p> <p>Highlighting new revisions required to the Introductory and Secure Terms and Conditions and the impact these may have on the service.</p>
Decision(s)	<p>The Committee RESOLVES to:</p> <ol style="list-style-type: none"> (1) Agree to the revisions of the Introductory and Secure Tenancy Agreement's Terms and Condition to commence from 4 November 2019. (2) Agree that the comments made throughout the consultation process be published with the official response onto the Council's website. (3) Agree for revised copies of the Introductory and Secure Tenancy Agreement's Terms and Conditions be published on to the Council's website.
Consultation and Feedback	<p>Consultation method accessible to all tenants and council members; road shows occurred at 25 venues across the district, inviting both tenants and councillors.</p>
Financial Implications and Risk Assessment	<p>There are no significant financial implications arising from this report.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p> <p>Report author to comment on the Risk Assessment</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>

Legal Implications	As is identified in the attached preliminary notice, if the changes are adopted, a notice of variation setting out the details of any agreed changes will need to be served on each tenant at least 4 weeks before those changes take effect. Mike Wallbank Solicitor Advocate and Deputy Monitoring Officer Tel: 01453 754362 Email: Mike.Wallbank@stroud.gov.uk
Report Author	Patricia Andrade Tenancy Operations Manager Tel: 01453 754163 Email: Patricia.Andrade@stroud.gov.uk
Background Papers/ Appendices	Appendix 1 - Revision to the Introductory and Secure Tenancy Agreement's Terms and Conditions Appendix 2 - Data from the road show consultation Appendix 3 - Data from the written responses Appendix 4 - Updated revisions from the consultation of the Introductory and Secure Tenancy Agreement's Terms and Conditions

1. BACKGROUND

- 1.1 At Housing Committee on 9 April 2019, a presentation took place on the proposed revision of the terms and conditions for both the Introductory and Secure Tenancy Agreements. (See Appendix 1).
- 1.2 The presentation highlighted both the vagueness and lack of transparency of the existing terms and conditions of the Introductory and Secure Tenancy Agreements.
- 1.3 Following the identification of these issues, the Council instructed external solicitors to review the existing tenancy agreement and produce a revised draft version with suitable amendments. The revisions proposed for the terms and conditions of the Introductory and Secure Tenancy Agreements, reflected on the changes of the law and gave details that are more precise in areas, which were silent or vague.
- 1.4 The suggested revisions are future proofing the relationships between landlord and tenant.
- 1.5 Housing Committee authorised officers to undertake a formal notice of change to the terms and conditions of the Council's Tenancy Agreements, instructing officers to feed back to Housing Committee on the outcome of this exercise.

2. ISSUES FOR CONSIDERATION

- 2.1 The revisited terms and conditions of the Introductory and Secure Tenancy Agreements were sent to 4887 properties week commencing 10 June 2019.
- 2.2 The consultation process included both the written format and physical presence in the form of road shows. The timetable of road shows were included documentation.
- 2.3 The road show consultation took place at a number of locations throughout the district at 25 various venues, which allowed for both general needs and sheltered tenants to attend. See Appendix 2.
- 2.4 From the road show, clarification was requested by tenants on the use of alcohol in respect of the communal lounge, laundry rooms and loft spaces under section 4.1.4 and permission to have personal gardens under section 4.2.2.
- 2.5 There are 17 written responses were received electronically which constitutes 0.35% of tenants, (see Appendix 3).The comments ranged from permissions

required for having a mobility scooter, gardens, parking of vehicles, through to the unfairness of owning a private property.

2.6 The amendments to the above comments have been highlighted in Appendix 4 under sections:

- 4.1.4, subsection iii & viii page 8, further clarification on the use of alcohol with respect to the communal lounges. Loft spaces to be expanded upon.
- 4.4.5, this is a new addition with reference to electrical motorised vehicles.
- 5.2.1, removing the timing of the use of domestic white goods in the home.
- 7.5.1, some tenants raised this has a concern that this could be another method of evicting tenants; this criteria does falls in line with Homeseeker Plus rules requesting potential tenants must sell their privately owned home within a 12 month period of becoming a council tenant. This section is about managing a scarce resource, future proofing and being commercially robust to manage and challenge the minority of tenants who may have a real choice to not reside in a council home; freeing properties up to those who are most in need.

3. RECOMMENDATION

- 3.1 Only a limited number of tenants (25) have commentated on the revisions of the terms and conditions of both the Introductory and Secure Tenancy Agreement.
- 3.2 The comments made by tenants that chose to be involved in the consultation do not materially change the suggested revisions to the terms and conditions of the Introductory and Secure Tenancy Agreements.
- 3.3 On this basis, the suggested revisions applied in appendix 4, do not pose any substantial risks to both Tenant Services and tenants. These revisions to be officially adopted and commence from the 7 October 2019.



Appendix 1

Secure Tenants

Preliminary Tenancy Variation Notice

To: All tenants of Stroud District Council

From: Stroud District Council

This notice is given pursuant to section 103(2) of the Housing Act 1985.

Stroud District Council, intends varying the terms and conditions of all of its residential tenancies. The Council intends to vary your tenancy by serving a notice of variation on you pursuant to section 103(1) of the Housing Act 1985. Details of the proposed variations are set out below together with reasons for the proposals.

Should you wish to do so, you may comment on the proposed variation of your tenancy. You should make any comments in writing before the Council makes a final decision and serves individual tenants with formal notices of variation, the Council will consider all comments, provided they are received in writing by the date given above.

Please send your comments on the proposed variation to Patricia Andrade, Tenancy Operations Manager, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Gloucestershire, GL5 4UB or via email to Tenant.Consultation@stroud.gov.uk no later than 22 July 2019.

Subject to changes in the timetable, it is envisaged that the new tenancy agreement will commence on 7 October 2019.

A copy of the proposed tenancy terms and conditions is enclosed, which shows the proposed new sections and clauses.

A comparison document is enclosed, which details each clause in the proposed new agreement and compares the effect of it to the equivalent existing clauses in the current tenancy agreements.

A summary of the effect of the proposed variations from the existing agreement is detailed below and is in bold and italics:

GLOSSARY:

Page 1, The property, home, dwelling house the word garage is the addition.

Page 1, Closure Order, a full revision of this section.

1. SECURITY OF YOUR TENANCY:

Pages 3 and 4, subsections 1.4 to 1.4.5, new information on data sharing and being compliant with the Data Protection Act 1998 and General Data Protection Regulations.

2. RENT:

Page 5, subsection 2.1.3, further explanation given in this area.

3. REPAIRS:

Page 6, subsection 3.1.2, further explanation given in this area.

Page 6, subsections 3.3 to 3.3.3, allowing us access, more details supplied in this area.

4. THE PROPERTY:

Page 8, subsection 4.1.4, Health and Safety in the property and communal areas, new addition.

Page 8, subsection 4.2.2, sheltered tenants only, new addition.

Page 8, subsection 4.2.6, new addition.

Page 9, subsection 4.3.2, further explanation given in this area.

Page 9, subsections 4.4.2 to 4.4.4 further explanation given in this area and additional information.

Page 9, subsections 4.5.1 and 4.6.1 further explanation given in this area, additional information and new addition.

Page 10, subsections 4.7.1 and 4.7.2 further explanation given in this area, additional information and new addition.

5. BEHAVIOUR:

Pages 10 and 11, subsections 5.2 to 5.2.2, community responsibilities, more detail with examples and additional information

Page 12, subsections 5.4.5 and 5.5.1, more detail and additional information.

6. CHANGES TO YOUR TENANCY:

Page 12, subsections 6.1.1 to 6.1.7, further explanation given in this area and additional information.

Pages 12 and 13, subsections 6.2 to 6.2.4, further explanation given in this area and additional information.

Page 13, subsection 6.4.1, further explanation given in this area.

7. ENDING YOUR TENANCY:

Page 13, subsections 7.1.1 to 7.1.2, further explanation given in this area and additional information.

Page 13, subsection 7.2.2, further explanation given in this area and additional informat

Page 14, subsection 7.3.1, further explanation given in this area and additional information.

Page 14, subsection 7.5.1, new additional information.

Revised Secure Tenancy Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
Absolute Ground for Possession	Where the Court must grant the landlord possession as long as they acted in line with the law
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Mutual Exchange	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
Total Rent	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.
Sheltered Accommodation	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.

Chief Executive: Kathy O'Leary

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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 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.
- 1.1.4 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.
- 1.1.5 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 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.
- 1.2.2 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.

1.3.1 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 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, 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.

1.5.1 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:

- (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 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:

- (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 they ought reasonably to have taken for the removal of the lodger or sub-tenant.
- (iv) 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.

1.5.3 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:

- (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. 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:

- (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 We can choose 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.

1.5.6 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.

1.6 Rights of Third Parties.

1.6.1 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.**
- 2.2.1 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 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.

- 3.2.1 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 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.

3.4.1 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. 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.

3.7.1 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.

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

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

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

3.8 Recharges and breach of terms.

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

3.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.

3.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.

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

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

4. THE PROPERTY

4.1 Using the property.

- 4.1.1 You must keep the property clean and tidy.
- 4.1.2 You must not store excessive amounts of furniture or material in the property.
- 4.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas.

- 4.1.4 ***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.

- 4.2.1 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 ***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.***
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 ***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.***

4.2.7 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**.

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 or gardening of any type whatsoever 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. 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.

4.5.1 *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.*

4.5.2 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, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.

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. 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.*

4.7.2 *You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.*

4.7.3 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. 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 9:00 p.m. and 6:00 a.m.;***
- ***Being abusive to others, including (but not limited to) racist, homophobic, disability, 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 distribution, 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.

5.4.1 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. 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.***
- 5.4.6 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**.
- 5.4 Breach of terms.
- 5.5.1 *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.***
- 5.5.2 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 ***There are 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).***
- 6.1.4 ***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.***
- 6.1.6 ***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.***
- 6.1.7 ***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.

6.2 Succession (when a tenant dies).

6.2.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.2.2 *If your tenancy commenced prior to 1st April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:*

(i) 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

(ii) 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.

6.2.3 *If your tenancy commenced on or after 1st 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.*

6.2.4 *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.*

6.2.5 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.

6.4. Changes to the tenancy conditions.

6.4.1 *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.

7.1.1 *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.*

7.1.2 *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.

- 7.2.1 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 and change the locks, which we will also charge you for.***
- 7.2.3 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, 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.***
- 7.3.2 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.
- 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.***



STROUD DISTRICT COUNCIL

Council Offices • Ebley Mill • Ebley Wharf • Stroud • GL5 4UB
Telephone 01453 766321 • Facsimile 01453 750932
www.stroud.gov.uk

Introductory Tenants

Preliminary Tenancy Variation Notice

To: All tenants of Stroud District Council

From: Stroud District Council

This notice is given pursuant to section 103(2) of the Housing Act 1985.

Stroud District Council, intends varying the terms and conditions of all of its residential tenancies. The Council intends to vary your tenancy by serving a notice of variation on you pursuant to section 103 (1) of the Housing Act 1985. Details of the proposed variations are set out below together with reasons for the proposals.

Should you wish to do so, you may comment on the proposed variation of your tenancy. You should make any comments in writing before the Council makes a final decision and serves individual tenants with formal notices of variation, the Council will consider all comments, provided they are received in writing by the date given above.

Please send your comments on the proposed variation to Patricia Andrade, Tenancy Operations Manager, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Gloucestershire, GL5 4UB or via email to Tenant.Consultation@stroud.gov.uk no later than 22 July 2019.

Subject to changes in the timetable, it is envisaged that the new tenancy agreement will commence on 7 October 2019.

A copy of the proposed tenancy terms and conditions is enclosed, which shows the proposed new sections and clauses.

A comparison document is enclosed, which details each clause in the proposed new agreement and compares the effect of it to the equivalent existing clauses in the current tenancy agreements.

A summary of the effect of the proposed variations from the existing agreement is detailed below and is in bold and italics:

GLOSSARY:

Page 1, The property, home, dwelling house the word garage is the addition.

Page 1, Closure Order, a full revision of this section.

1. SECURITY OF YOUR TENANCY:

Page 2, subsection 1.1.1, further explanation given with additional information.

Page 2, subsection 1.1.5, further explanation given with additional information.

Pages 3 and 4, subsections 1.4 to 1.4.5, new information on data sharing and being compliant with the Data Protection Act 1998 and General Data Protection Regulations.

2. RENT:

Page 5, subsection 2.1.3, further explanation given in this area.

3. REPAIRS:

Page 6, subsection 3.1.2, further explanation given in this area.

Page 6, subsections 3.3 to 3.3.3, Allowing us access, more details supplied in this area.

4. THE PROPERTY:

Page 8, subsection 4.1.4, Health and Safety in the property and communal areas, new addition.

Page 8, subsection 4.2.2, sheltered tenants only, new addition.

Page 9, subsection 4.2.5, new addition.

Page 9, subsection 4.3.2, further explanation given in this area.

Page 9, subsections 4.4.2 to 4.4.4 further explanation given in this area and additional information.

Page 9, subsection 4.5.1, further explanation given in this area and additional information.

Page 10, subsection 4.6.1, further explanation given in this area and additional information.

Page 10, subsections 4.7.1 and 4.7.2, further explanation given in this area and new addition.

5. BEHAVIOUR:

Pages 10 and 11, subsections 5.2 to 5.2.2, Community responsibilities, further explanation given with examples and additional information

Page 12, subsections 5.4.5 and 5.5.1, further explanation given in this area and additional information.

6. CHANGES TO YOUR TENANCY:

Page 13, subsections 6.1.1, 6.1.2 and 6.1.4, further explanation given in this area additional information.

Page 13, subsections 6.3 to 6.3.2, further explanation given in this area and additional information.

7. ENDING YOUR TENANCY:

Pages 13 and 14, subsections 7.1.1 to 7.1.2, further explanation given in this area and additional information.

Page 14, subsection 7.2.2, further explanation given in this area and additional information.

Page 14, subsection 7.3.1, further explanation given in this area and additional information.

Pages 14 and 15, subsections 7.5.1 to 7.5.2, new additional information.

Revised Introductory Tenancy Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Total Rent	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.
Sheltered Accommodation	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

1.1.1 *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.*

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

1.1.3 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.

1.1.4 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.

1.1.5 *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.*

1.1.6 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**.

1.2 Occupants and Visitors to the property.

1.2.1 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.

1.3.1 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 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, 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.

1.5.1 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:

(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:

(v) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.

(vi) 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.

(vii) 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 they 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 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.

1.5.6 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.

1.6 Rights of Third Parties.

1.6.1 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.

2.2.1 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 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.

3.2.1 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 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.

3.4.1 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. 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.

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

3.8 Recharges and breach of terms.

- 3.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 3.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property.

- 4.1.1 You must keep the property clean and tidy.
- 4.1.2 You must not store excessive amounts of furniture or material in the property.
- 4.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas.

4.1.4 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.

- 4.2.1 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 *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.***
- 4.2.2 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** *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.*
- 4.2.6 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**.
- 4.3 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 or gardening of any type whatsoever without receiving permission from us to do so.*
- 4.3.2 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.
- 4.3.3 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. 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.**
- 4.5.1** *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.*

4.5.2 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, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.

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. 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.

4.7.2 You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.

4.7.3 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. 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 9:00 p.m. and 6:00 a.m.;**

- **Being abusive to others, including (but not limited to) racist, homophobic, disability, 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 distribution, 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.

5.4.1 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. 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.

5.4.6 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. We may seek an injunction against you, which may include your exclusion from the property and/or 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, you can pass your tenancy on to anyone who would have the right to succeed to it if you died (see clause 6.3.2 below).*

6.1.2 *The Court can also order you to transfer your tenancy to your husband wife or civil partner.*

6.1.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.

6.1.4 *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.*

6.2 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 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.3.2 *If you are a sole tenant, a person may qualify to succeed to your tenancy if they:*

(iii) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

(iv) 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.

6.3.3 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.

6.3.4 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. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

7.1.2 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.

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

7.2.3 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, 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.

7.3.2 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.

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 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.

Results of the Road Show Consultation

Venue	Tenants present	Home Visit
Hazelwood Stonehouse	14	
Malvern Gardens	11	
Walter Preston Court	12	
Grange View	11	
Grove Park Road	9	
Sherborne House	12	1
St Nicholas Court	16	
Jenner Court	9	
Hamfallow Court	14	4
Willow Road	6	
Dryleaze House	40	
Burdett House	8	
The Beeches	6	
Ashcroft House	6	
Concorde	10	
Springfields Court	14	
Chapel Lane	6	
Archway Gardens	15	
George Pearce House	17	
Ashwell House	10	
Draycott	13	
Vizard Close	13	
The Corriett	17	
Stroud Bowling Club	28	
Dursley Library	25	
Total Attendance S Housing	342	5

Please note the revision of the terms and conditions were sent to a total of 4887 tenancies; the above figures constitutes an overall attendance of 7% of tenancies.

Appendix 3

I would like to suggest that we consider adding a clause to the Tenancy agreement such as:

"If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must get written permission first. This permission will not unreasonably be withheld".

I received in today's post a preliminary tenancy variation notice for secure tenants.

I am particularly concerned by section 7.5.1 - ending your tenancy. The first sentence is left open to interpretation by the council to include removing a tenant from their family sized home due to the property being under-occupied if the council were to offer them what it considered to be 'reasonably suitable for your (their) occupation'. The first sentence states, '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.

A tenant whose children had grown up and left home or had died would fall into this category. Whilst the paragraph then goes on to refer to those who had become an owner, leaseholder or tenant of another property this sentence is stated again in relation to that aspect. Therefore it is reasonable to draw the conclusion that the council has the intention of using the first sentence of section 7.5.1. to force tenants from their homes by offering accommodation which it deems suitable. If this is the case then they are going about it in a very underhanded manner and one which many will not notice or understand the repercussions of.

A person's reasons for staying in their existing home are varied and complex. For an older person, it is well documented that forced removal from their home of many years frequently results in their dying a short time after. For those with mental health problems including anxiety and PTSD, their home and it's locality can be the only place they feel safe. Forced removal can and does result in a deterioration of their mental health and also to suicides. For others, being moved to accommodation the council considers suitable for them on paper may be very unsuitable for the tenant. Their support network of family, friends and services may become too far removed from them, to be maintained.

If the primary reason for this proposed terms of tenancy variations is to free up larger properties for families then the council would do better to look at the current system those wishing to mutually exchange are faced with. For example, a single person in a 3 bedroom house where 1 room is allowed for a carer, wishes to move to a two bed roomed property. A family of four wishes to move from their two bed roomed property into the 3 bed roomed house but isn't allowed to by the tenancy officer because their children are of the same sex and both under the age of 16. The property is in an area with no schools, no health services, no stores and in addition, has no parking despite being on the main road. Tenants are stuck in properties because of the councils' resistance to relaxing rules where properties are in less than favourable locations for the modern family.

When the final copy of the revised tenancy terms is announced by the council, will tenants be asked to sign a new tenancy agreement or with the council put it through without our agreeing to it?

I would like the council to clarify the points I've raised and suggest that the paragraph referenced be reworded to prevent that section being used to remove tenants from their homes because they are deemed to be under-occupying.

I received notification today regarding the preliminary tenancy variation.

I have read through and i am happy with the proposed changes, however i would like to ask a few questions please in relation to the below.

Section 4. The Property, paragraph 4.2.6 Must not commence any earth works. During my 12 month building inspection in 2017, i spoke with Ben Smith from the council and pointed out the sink-age in my garden - this has now been rectified, during his visit i asked if i could gravel my rear garden and Ben gave verbal permission to do so. My garden was graveled towards the end of 2018, i did not dig up any soil, i just laid black weed kill sheeting and placed the gravel on top, i also planted a small Nana Bush and a small Nishiki Tree at the end of the garden which is at least 30ft away from the property.

Paragraph 4.4.2. no parking of vehicles or caravans on gardens - does this include your own garden? as number 27 has a caravan in their back garden.

Paragraph 4.6.1 how often will regular tenant and property inspections take place? as no-one has been out since 2017's inspection.

Section 5. Behaviour paragraph 5.4.1 permission to have pets, when i took up the tenancy in September 2016, i informed at the time of my application that i had a dog, which was fine, sadly in July 2017 he passed away, i now have another dog purchased December 2017 and two cats purchased August 2017.

Because i didn't receive any written permission for the above (garden works and pets) am i liable to have warning on my tenancy, to put the garden back to lawn and re-home my pets? or because these things happened before the changes take place am i okay and no further action will be taken against me and my tenancy?

I hope you will be able to answer and respond to my enquiry.

Thank you for sending us the Preliminary Tenancy Variation Notice. Please find attached our comments which we hope you'll consider. My husband and I will also be attending the consultation meeting to discuss these comments.

We have also sent you a copy of this letter with our comments in the post.

IN response to your letter of 4th June I man extremely concerned regarding some of the changes. The Main issue being the new clause 7.5.1. Please could you clarify if this relates to current tennants who may already have acquired another property since their tenancy began? Or is it relating to any property in the future that is acquired albeit inherited or purchased?
If I already have another property and remain in a council property even if the tenancy came first then I would be in breach if this new clause Is accepted?
Please can you clarify this?

Thank you for the preliminary notice of SDC intention to revise the current terms and conditions of our tenancy agreements.

It all looks fairly straightforward, however I would like to make the following comments:

Section 4.2 Garden
 Clause: 4.2.2
 Retrospective – planting
 I live in sheltered and I have a communal garden. When I moved into Hazlewood I inherited a mess in the form of 2 areas of garden which had been dug over and plants planted. The area was totally over grown and it took 7 garden waste bags to the tip to make it tidy. I have put some plants in there but bedding, and the sight manager has seen the area and seems quite happy with it. Is this going to now cause me an issue? As technically I do not have the rights to a garden.

Also where is the responsibility of SDC written in the form of keeping the communal area free of weeds which are becoming hazardous for me as they are growing all over the patio area where the washing lines are kept. Also there are weeds everywhere growing in my area on the brick patio area, and again I have paid to have them removed to make the area look nice to my own expense.

Also the grass area is also dangerous with regard to Health and Safety in the property and communal areas 4.1.4.
 I have enclosed a video I took yesterday. To access the communal garden area I walk straight out onto it, and the grass area is totally uneven I am right on a sleep bank, and the grass is so bad that it makes it very hard for me to walk across in either direction. To access the washing lines, I have to use my roll paving slabs are very uneven and full of weeds,, some thick areas which are total trip hazards. I has to walk across to get to the path to access the washing lines if she just wants to put washing, make it easier all round if there was steps down the middle with hand rails and a ramp for a wheelchair as I could access it by a wheelchair quite safely without having to push across uneven ground. It is compromising my health and safety and making my mobility issues worse.

So where is it written that SDC is totally responsible for the maintenance of the communal gardens? The grass was cut yesterday and all the leavings left on the ground, and the grass was again cut very badly and it has left tufts of hard grass areas which again makes it hard to me to walk across.

The area where the washing line is full of weeds, some of which are quite thick and makes it hard for me to walk through them with my rollator.

The grass was cut yesterday, please see the second video.

I am happy to pay to have my area removed of weeds as I love my flat and take great care with it.

I make an observation in the tenancy agreement. There is no mention of recycling bins. I have often had the misfortune of going to put rubbish in the rubbish green bins we have at the sheltered only to be met with dirty incontinence pads, and food as well. This makes the bins smell bad and it is an environmental issue. The flies are bad in the summer because of it. Could there not be signs on the bins reminding tenants what is allowed to go in them? This happens a lot.

Also community laundry's, a small section on only using your allocated slot, and perhaps leaving the filters clean. It seems to be the number one problem for example here and many arguments have ensued over the wrongful misuse of the facilities.

I have no issues with repair men or the system for reporting, I think it all works very well actually, the workmen who have attended my flat have all been very respectful and helpful too.

I do think with sheltered though there should be a committee voted in who can be spokes person for the rest of the tenants, and meetings should have official minutes signed by the member of SDC who is present at the time, as I find a lot of discord is down to too many people who seem to feel they are running the place and giving out wrong messages which ends up causing arguments.

The above is my observations I have been here since January and overall very happy it's just not knowing what I can or cannot do or being told different things by different people I find exasperating.

Yours faithfully

Dear Patricia Andrade

In the revised terms and conditions to the tenancy agreement, under section 5 Behaviour 5.2.1 'DIY or operating domestic machinery between the hours of 9pm and 6am. This might work in a house but what about flats? Don't you fell 6am is a little early for someone to start drilling or any DIY? I think these times would server better betwenn 10pm and 7am.

Kind regards

Dear Sir/Madam:

4.2.6 I have read the above and wish to make a few points. First thing I want to ask is I've notice are changing about what we can do in the garden and am assuming that any work carried out pr (within the last twenty years) will not mean raised beds etc. will have to be removed. Can you confirm this please?

4.6.1 You mention inspections, but do not mention how often they would be. Also, I feel very unhappy about you being able to take photos inside my home and wonder what is the reason for this?

5.4.1 When I moved in in 1998, I had a dog which I notified you of and I still have a dog. I did not obtain permission. Is this a problem? Should I obtain one retroactively?

Yours fathfully,

Dear Patricia Andrade/Lynne Mansell

I noticed that a small camera above the exit of the building leading to where the bins are kept, though it had been there for a couple of days, I noticed it had been taken down,(Wednesday 12th June) we were not consulted about this camera and I want this mentioned at the meeting, this maybe taken further, I will not be filmed without my knowledge, unfortunately I am working on the day of the meeting, why do these meeting always take place when everyone are unable to attend.

The heading and some of the notices say that we are still Sheltered, I had been informed sometime ago that we are now Independent Living, can you make it clear which, either Sheltered or Independent Living.

Property Inspection, I was given a time and date for an inspection to take place on 16th May 2019 between 1pm and 5pm, I was asked if I could leave the key with a neighbour if I was unable to be here, as it was I had a doctor appointment in the morning of the same day, I was in all afternoon, though nobody turned up to do the inspection, nobody made a phone call to say they could not make the appointment, nor an apology the

day after, I received a phone call 2 weeks later apologising for not turning up and to make another date, good job I never asked my neighbour to stay in to wait for a no show.
There is a person (I will not name him) saying that residents living here in Hazelwood are not allowed to have visitors, is this true? or is he spreading malicious rumours.

Dear Pat

It is good to see under 5 Behaviour 5.2.1 firm clarity around behaviours in communal areas inter alia point 4.1.4 (iii) no drinking alcohol in internal communal areas in sheltered is welcomed due to intimidation possibilities. If agreed the insurance form we should complete when booking the communal rooms would need to state this. I believe there should be some form of clause which allows SDC to review those in sheltered who are renting social or affordable homes from Council but who are also renting out their own properties or flats.

Thank you very much for the invitation to review the variation notices it was very informative and helpful.

Best regards

Hello SDC

I received the letter regarding Revised Terms and Conditions of Your Tenancy Agreement.

I know there are meetings regarding this but I suffer from ill health. I just had one question regarding the document, if you are able to answer it for me?

Will this effect my right to buy, I have had a tencany with the council/ housing association pre 201 something that I might consider in the future.

Many thanks

I am writing regarding Garden 4.2.1 in the tenancy agreement. My back garden borders on to another property. I am writing as I am not happy with the state of their garden. They have a massive bramble bush which they are doing nothing with and it has already gone over my adjoining neighbours property and is now coming over the top of my fence as well as underneath. Referring to 4.2.1. The last line says You must not let it become overgrown. I hope you will take the appropriate action and ask them to cut this down and remove it.

Dear

In response to your proposed changes I would like to raise the following concerns regarding clause 7.5.1

1) I feel that it would be unfair if I were asked to leave the home I have been a tenant of for many years just because of a change in my circumstances.

At the time I applied for my council house I clearly fulfilled the criteria (for a secure life long tenancy).

However over the years if I had obtained by whatever means another property, should that forfeit the right to stay in my council home.

Even if I bought another property to rent to others, it doesn't necessarily mean that I could afford to stay in that property myself. It could be that years ago I was in a good financial position to enable me to buy another house, and now I am not, and the only way to keep my other property would be to rent it to pay a mortgage..

2) if I were to/or have inherit a property should I not have the rite to chose where I stay or at least be given the option to sell my share (if not 100%) of the inherited property?

3) this clause seems to be covering council house entitlement, if this were the case then surely ones income should also be reviewed and included ?

4) if anything this clause should only cover concerns going forward and not retrospectively, as this is technically 'pulling the rug' from under a tenants feet who may have acquired a property in the past since acquiring their secure tenancy with you.

However I believe that this clause is unfair and inappropriate for existing secure tenancy holders and I strongly object to this, I hope you will be removing this proposal.

Regards
Tenancy Agreement is quite intimidating compared to the original
Has legislation changed to warrant all changes
Need to differentiate between communal areas and communal lounges
1.4.4 is this a breach to give information to 3rd parties where money is concerned
<p>It was very nice to meet you at Dryleaze House in Wotton-under-Edge on 01 July. Thank you so much for listening to our concerns.</p> <p>Please find below an outline of the issues we discussed in the meeting. We have also added a couple more issues we forgot to mention when we were speaking to you:</p> <ul style="list-style-type: none"> ❖ In regards to point 5.2.1: After speaking to various people in Wotton-under-Edge (when we walk our dog) everyone agrees 6:00 a.m. is too early for DIY or operating domestic machinery. We think the hours you can start machinery during the week should be 8:00 a.m. (the same hours as building contractors) and finish at 10:00 p.m. On the weekend, the hours should be from 10:00 a.m. to 10:00 p.m. Not everyone works during the day and many people need to sleep until at least eight in the morning. People also deserve a sleep in on the weekends. ❖ Could you also please stress how important it is for people to be aware of other tenants and to not domestic machinery excessively, especially when they live above other tenants? ❖ We think the tenancy agreement should include a section explaining that tenants cannot put anything their driveway that acts as an obstruction or something that could damage cars parked in that driveway. The area should remain clear for cars only at all times. ❖ Could you please include a section in "Behaviour" telling parents they can't encourage their children to be anti-social? We have had a couple of situations when our door bell has been rung and when we open the door a child is standing there and the mother is around the corner with her phone on record hoping to record us being rude to her child. Another mother, who is no longer living above us, was encouraging her child to yell out nasty words at our front door even though the child clearly didn't want to get involved. We have to be very careful leaving our flat because of these parents being anti-social and we have always tried to ignore this behaviour. ❖ Even though you have clearly stated in your tenancy agreement that shared hallways and gardens must be kept clean and tidy, the agreement does not say anything about the grassed areas that belong to the council between the flats and the road. Tenants are leaving unwanted sofas etc. on this grass area and it remains there for a long time because they do not want to pay the council to come and take it away and dispose of it. Could you please add a section about this in the tenancy agreement? ❖ Could you please include an extra section telling tenants not to use their garden as a rubbish dump?

Revised Secure Tenancy Conditions**GLOSSARY**

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
Absolute Ground for Possession	Where the Court must grant the landlord possession as long as they acted in line with the law
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Mutual Exchange	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
Total Rent	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.
Sheltered Accommodation	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

- 1.1.6 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.7 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.
- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 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**

1.2 Occupants and Visitors to the property

- 1.2.3 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.
- 1.2.4 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:

(viii) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

(ix) 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.

(x) 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.

(xi) 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:

- (ix) Sending or posting it to, or leaving it at the Property;
- (x) By affixing it to a prominent part of the Property such as window or door;
- (xi) By giving it to you or anyone at the address; or
- (xii) 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.

1.6 Rights of Third Parties

1.6.1 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

- 2.2.3 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

- 3.1.3 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 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.**

3.3.4 *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

3.4.2 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.

3.8 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

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

- 3.8.7 You may be recharged for any works reported as an emergency, which on inspection prove not to be an emergency.
- 3.8.8 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.
- 3.8.9 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.10 Any costs incurred in taking legal proceedings against you will be recharged to you.

4. THE PROPERTY

4.1 Using the property

- 4.1.5 You must keep the property clean and tidy.
- 4.1.6 You must not store excessive amounts of furniture or material in the property.
- 4.1.7 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

- 4.1.8 ***You must comply with any health and safety directions we give you, including:***
 - (xxi) ***Not smoking in the property when our staff, agents or contractors are visiting;***
 - (xxii) ***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;***
 - (xxiii) ***Not smoking or drinking alcohol in internal communal areas (save for where Stroud District Council have given permission for a function held in communal areas of sheltered accommodation);***
 - (xxiv) ***Not using electrical sockets in communal areas;***
 - (xxv) ***Ensuring that fire doors are remained closed when not in active use;***
 - (xxvi) ***Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;***
 - (xxvii) ***Keeping escape routes clear and following evacuation procedures displayed in communal areas;***
 - (xxviii) ***Any directions about not using loft spaces (loft spaces must not be used in any circumstances save for where you have the express permission of Stroud District Council);***
 - (xxix) ***Not overloading electrical plug sockets within the property; and***
 - (xxx) ***Removing an excess hoarded belongings when asked to do so.***

4.2 Garden

- 4.2.8 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.
- 4.2.9 ***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.***

- 4.2.10 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.
- 4.2.11 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.
- 4.2.12 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.
- 4.2.13 *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.***
- 4.2.14 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 Communal areas

- 4.4.1 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 or gardening of any type whatsoever without receiving permission from us to do so.***
- 4.3.5 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.
- 4.3.6 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**

4.4 Vehicles and driveways

- 4.4.2 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** *If you wish to keep a mobility aid such as a scooter, motorised wheelchair, mobility scooter (or any other similar type of mobility aid), you must get our written permission first. This permission will not be unreasonably withheld and will be based on any relevant health and safety requirements being kept to.*
- 4.4.10 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**
- 4.5** **Operating a business**
- 4.5.3** *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.*
- 4.5.4 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 inspection, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.*
- 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**
- 4.7.4** *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.*
- 4.7.5** *You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement against action you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.*
- 4.7.6 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.

10.2 Community responsibilities

10.2.1 *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 **at anti-social times** ~~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*

5.4.3 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.

5.4.4 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.

5.4.5 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.

5.4.6 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.

5.4.7 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**

5.5 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

5.5.1 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.

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

6. CHANGES TO YOUR TENANCY

12.2.1 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).*

6.1.4 *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.*

6.1.6 *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.*

6.1.7 *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.*

6.2 Succession (when a tenant dies)

12.2.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.2.5 *If your tenancy commenced prior to 1st April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:*

(v) 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

(vi) 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.

6.2.6 *If your tenancy commenced on or after 1st 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.*

6.2.7 *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.*

6.2.5 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.

6.4. Changes to the tenancy conditions

6.4.2 *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

7.2.4 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.

7.2.5 *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.*

7.2.6 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

7.4.2 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 Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	<i>The accommodation and any garage and grounds, which has been let to you under the terms of this agreement.</i>
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	<i>A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time</i>
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Total Rent	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.
Sheltered Accommodation	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

1.1.7 *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.*

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

1.1.9 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.

1.1.10 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.

1.1.11 *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.*

1.1.12 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**

1.3 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.

1.3 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:

(vii) By accepting a notice of termination from you (See Section 7).

(viii) By accepting a surrender of tenancy from you (See Section 7).

1.5.9 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:

(xii) Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed

(xiii) 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.

(xiv) 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

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

1.5.11 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

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- (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.

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

- (xiii) Sending or posting it to, or leaving it at the Property;
- (xiv) By affixing it to a prominent part of the Property such as window or door;
- (xv) By giving it to you or anyone at the address; or
- (xvi) 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.

1.6 Rights of Third Parties

1.6.1 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

2.2.3 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

3.1.3 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 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.*

3.3.4 *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

3.4.2 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

- 3.8.6 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 3.8.7 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 3.8.8 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.
- 3.8.9 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.8.10 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

- 4.1.5 ***You must comply with any health and safety directions we give you, including:***
 - (xxxi) Not smoking in the property when our staff, agents or contractors are visiting;***
 - (xxxii) 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;***
 - (xxxiii) Not smoking or drinking alcohol in internal communal areas (save for where Stroud District Council have given permission for a function held in communal areas of sheltered accommodation);***
 - (xxxiv) Not using electrical sockets in communal areas;***
 - (xxxv) Ensuring that fire doors are remained closed when not in active use;***
 - (xxxvi) Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;***
 - (xxxvii) Keeping escape routes clear and following evacuation procedures displayed in communal areas;***
 - (xxxviii) Any directions about not using loft spaces (loft spaces must not be used in any circumstances save for where you have the express permission of Stroud District Council);***
 - (xxxix) Not overloading electrical plug sockets within the property; and***
 - (xl) Removing an excess hoarded belongings when asked to do so.***

8.2 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.
- 4.2.3 ***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.***
- 4.7.2 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.
- 4.7.3 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.

4.7.4 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.

4.7.5 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.

4.7.6 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**

4.8 Communal areas

4.3.2 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 or gardening of any type whatsoever without receiving permission from us to do so.

4.8.2 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.

4.8.3 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**

4.9 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.

4.9.2 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.

4.9.3 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.

4.9.4 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.

4.9.5 If you wish to keep a mobility aid such as a scooter, motorised wheelchair, mobility scooter (or any other similar type of mobility aid), you must get our written permission first. This permission will not be unreasonably withheld and will be based on any relevant health and safety requirements being kept to.

4.9.6 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**

4.10 Operating a business

4.5.1 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.

4.10.2 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**

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

4.11.2 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.

4.12 Breach of terms

4.7.1 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.

4.7.2 You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement against action you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.

4.7.3 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.

10.2 Community responsibilities

10.2.1 *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 **at anti-social times** ~~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

- 5.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.
- 5.5.3 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.
- 5.5.4 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.
- 5.5.5 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 5.5.6 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.**

5.5.7 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**

5.6 Breach of terms

5.5.1 *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.*

5.6.2 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 *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).*

6.2.2 *The Court can also order you to transfer your tenancy to your husband wife or civil partner.*

6.2.3 While you are an introductory tenant you do not have the right to mutual exchange with another tenant.

6.1.4 *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

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

6.3 When a tenant dies (succession)

6.3.1 *A joint tenant will succeed to the tenancy as a sole tenant.*

6.3.2 *If you are a sole tenant, a person may qualify to succeed to your tenancy if they:*

(vii) Are your spouse or partner and occupied the property as their only or principal home at the time of your death; or

(viii) 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.

6.3.3 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.

6.3.5 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

7.2 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. We may accept a short notice, or a notice ending on a different day but we are not obliged to.*

- 7.4.2** *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.*

7.5 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.

- 7.5.2** *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 and change the locks, which we will also charge you for.*

- 7.5.3 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.

7.6 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, 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.*

- 7.6.2 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.

7.7 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.

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.

STROUD DISTRICT COUNCIL

AGENDA
ITEM NO

HOUSING COMMITTEE

10 SEPTEMBER 2019

12

Report Title	HRA DELIVERY PLAN REVIEW
Purpose of Report	To present to Committee the results of tenant and leaseholder consultation for proposed areas for change to the HRA Delivery Plan.
Decisions	Housing Committee RESOLVES that the consultation feedback is noted and that a new delivery plan is presented to Committee in December 2019 based on the findings and links to the CDP and MTFP.
Consultation and Feedback	Tenants and leaseholders.
Financial Implications and Risk Assessment	<p>There are no financial implications directly relating to this report.</p> <p>Any changes to the Delivery Plan will need to be included within the MTFP as well as costed over 30 years to ensure that they are affordable and sustainable.</p> <p>Lucy Clothier, Interim Accountancy Manager Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p> <p>It is crucial we have a delivery plan that is not only financially viable but must meet the needs and aspirations of our tenants and ourselves as a local authority linking clearly to the CDP and associated strategies</p>
Legal Implications	<p>There are no specific legal implications arising from this report. Officers have embarked on a consultation process and have properly taken into account the consultation responses.</p> <p>Patrick Arran, Interim Head of Legal Services Tel: 01453 754396 Email: patrick.arran@stroud.gov.uk</p>
Report Author (s)	Kevin Topping, Head of Housing Services Tel: 01453 754196 Email: kevin.topping@stroud.gov.uk
Options	Continue with the current delivery plan.
Performance Management Follow Up	Bi-annual updates to Housing Committee on progress by the Head of Housing Services.
Background Papers/ Appendices	<p>Appendix A – Current HRA Delivery Plan</p> <p>Appendix B – Tenant Consultation feedback</p> <p>Appendix C – Leaseholder Consultation feedback</p>

1.0 Background

- 1.1 The HRA delivery plan was commissioned in 2016 and supported by a Task and Finish group. The plan was agreed by Housing Committee on 24 January 2017.
- 1.2 A report presented to Housing Committee in June 2019 outlined the process to consult with tenants and leaseholders. This also included a further paper to be brought back to September's committee outlining the feedback and, based on that, to make amendments for the HRA Delivery Plan.

2.0. Introduction

- 2.1 The consultation process ran for a total of eight weeks between June 2019 and August 2019. There were 342 attendees over 34 events that were set up at a number of sheltered sites in communal rooms and local community halls. Results can be found at Appendix B.
- 2.2 Leaseholders were consulted by direct mail and the results can be found at Appendix C.

3.0 Current position

- 3.1 The findings from the consultations with tenants have included:

- Improve car parking
- Better communication (including pre and post works)
- Grass cutting / hedge cutting (grounds maintenance)
- Refuse / fly tipping (bin stores)
- Damp and Mould
- Communal cleaning
- Not to build on green areas (Dursley)
- Mobility scooter charging points

- 3.2 Things that we should do less of included:

- Wasting money on things like hedgehog fitting into gutters etc.
- Stroud canal
- Going out more in the community

- 3.3 The findings from leaseholders have included:

- Improve car parking (by removing green areas and reducing grounds maintenance costs).
- Good project management of regeneration projects (and inspection by a trained council officer, examples included cavity wall insulation (CWI) and loft insulation).
- Suggest that Tenant Services creates a carpentry service (another income stream). Due to the small size of flats, it's really important to make the most of space and, if possible, make some areas 'dual purpose'. For example, a carpenter could make a study bed – a space for sleeping and desk for children to use for homework/adults working from home.

- Provide Keynotes to leaseholders – they live in Council properties and pay maintenance charges as well.
- Communal cleaning is dreadful. Suggest that Tenant Services brings general needs cleaning in-house.
- Flats – provision should be made for ‘bulky waste’.
- Invite leaseholders as well as tenants to estate walkabouts.
- Need better communication between different departments of the Council. For instance, the launch of the new refuse/recycling service in November 2016 took little account of those council tax payers who live in flats on council estates – frankly it looked like (to ourselves and neighbours) that the council had scant regard for council flat dwellers at the time.

3.4 Based on the feedback, there are a number of higher priorities for tenants and leaseholders including better communication, grounds maintenance and communal cleaning; this is also reflected in the STAR survey. For us to satisfy the Regulator of Social Housing (RSH) and the four consumer standards, improving satisfaction levels and being transparent, the following are provided for committee to consider:

3.5 Suggestions for new priorities:

- Improve satisfaction levels by developing an action plan to actively deal with the items listed by tenants and leaseholders and apportion budgets accordingly (to be costed and linked to the MTFP).
- Expansion of the in-sourced responsive repairs and maintenance service to include void management.
- Tackle damp and mould in our stock utilising the energy strategy

3.6 Strategic priorities not mentioned by tenants or leaseholders during the consultation:

- To support initiatives supporting carbon neutral by 2030.
- Development (new build and sheltered modernisation) through additional borrowing.
- Working together with colleagues from other services to forge a one council approach.
- Pilot innovative approaches to housing need including modular homes and temporary accommodation.
- Estate modernisation and social value standard.
- Develop a strategy that aligns with the Asset Management Strategy (AMS) and delivers new development strategically.

4.0. Risks and Opportunities

- 4.1. The lifting of the debt cap has created opportunity for further investment in the new build and sheltered modernisation programmes but this again is a risk as we must be mindful of our debt repayment.
- 4.2. There is also a potential risk that the receipts may not be sufficient to fund the capital programme. If this were to happen, alternative funding would need to be found.

- 4.3. Interest Rates – the HRA is largely sheltered from interest rate changes in the medium term as all of the current borrowing is at fixed interest rates. As loans become repayable, advice will be sought from our treasury advisors on the most advantageous approach to refinancing.
- 4.4. Stock Condition – the information held on the condition of the stock continues to grow, with data being collected regularly. As more data is collected, the longer term forecasts are revised and could mean that more, or less, spend is required compared to the current forecast.
- 4.5. Internal Council Changes – any major changes to the Council could impact on the HRA medium/long term position.
- 4.6. Political uncertainty – Brexit and local elections in 2020.

5.0. Conclusion

- 5.1. Leading officers must take ownership and accountability for the delivery plan rather than it sitting with one individual and it will be redrafted by the management team before coming back to committee, with responsible officers identified in the action plan.
- 5.2. Due to the consultation feedback, changes mentioned in this report and envisaged for the plan, and to ensure we are compliant with the regulator for social housing's consumer standards, it is proposed that the findings of the consultation are considered and a revised delivery plan is brought to December's meeting for approval.

STROUD DISTRICT COUNCIL

HOUSING COMMITTEE

10 SEPTEMBER 2019

WORK PROGRAMME

AGENDA

ITEM NO

15

Date of meeting	Matters to be considered at the meeting	Notes
10.09.19	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Performance Management	
	Member Reports a) Housing Review Panel b) Performance Monitoring c) Tenant Representatives	Leads: Chair: Cllrs
	Budget Monitoring Report 2019/20	Principal Accountant
	Gloucester Street, Bradley Street and Wotton Under Edge Redevelopment	Project Manager / New Homes & Regeneration Manager
	Sheltered Modernisation Programme Update	Project Manager
	Housing Strategy	Policy Implementation Manager
	Tenant Satisfaction (STAR) Survey Results	Projects Officer
	Sheltered Alarm Systems Service Change	Principal Sheltered Housing Officer
	Tenancy Agreement T's & C's consultation	Tenancy Operations Manager
	HRA Delivery Plan Consultation	Head of Housing Services
10.12.19	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	Interim Accountancy Manager
	Homeless Prevention Strategy	Housing Advice Manager
	Sheltered Modernisation Programme – approval for 2020/21	Project Manager
	HRA Delivery Plan	Head of Housing Services
	HRA Energy Strategy / Carbon Neutral Housing	Head of Contract Services

Date of meeting	Matters to be considered at the meeting	Notes
11.02.20	Work Programme	Leads: Chair and Director of Tenant and Corporate Services
	Member Reports a) Housing Review Panel b) Performance Monitoring	Leads: Chair: Cllrs
31.03.20	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	Principal Accountant
	Annual Report on the work of the Committee	Lead: The Chair
	Development Strategy	New Homes and Regeneration Manager
	Older People's Housing Strategy Update	Principal Sheltered Housing Officer

Items to be considered at a future meeting

- Homeseeker Plus Policy Review
- HRA Delivery Plan Review – 6 monthly update
- Housing System Report
- Future Information Sheet - Tenant Engagement Strategy Annual Update - Principal Neighbourhood Management Officer

Information sheets sent to Committee Members

Date sent & ref no	Topic
10 July 2019 HC.001	Small Sites, Garages and Disposals Update