

To: All Members and Substitute Members of  
the Overview & Scrutiny Committee -  
Housing  
(Other Members for Information)

Cc: Portfolio Holder for Housing

When calling please ask for:

Fiona Cameron, Democratic Services Officer

**Policy & Governance**

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Calls may be recorded for training or monitoring

Date: 23 June 2017

**Membership of the Overview & Scrutiny Committee - Housing**

Cllr Carole Cockburn

Cllr Patricia Ellis

Cllr Pat Frost

Cllr Michael Goodridge

Cllr Tony Gordon-Smith

Cllr Denise Le Gal

Cllr Richard Seaborne

Cllr Liz Townsend

Cllr John Ward

**Co-opted Members from the Tenants' Panel**

Miss Brenda Greenslade

Mr Adrian Waller

**Substitutes**

Cllr Maurice Byham

Cllr Mike Band

Cllr John Williamson

Cllr Jerry Hyman

**Tenants' Panel Substitutes**

Mr Terry Daubney

Dear Councillor

A meeting of the OVERVIEW & SCRUTINY COMMITTEE - HOUSING will be held as follows:

DATE: TUESDAY, 4 JULY 2017

TIME: 7.00 PM

PLACE: COMMITTEE ROOM 1, COUNCIL OFFICES, THE BURYS,  
GODALMING

The Agenda for the Meeting is set out below.

Yours sincerely

ROBIN TAYLOR  
Head of Policy and Governance

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## **Waverley Corporate Plan 2016-2019**

### **Priority 1: Customer Service**

*We will strive to deliver excellent , accessible services which meet the needs of our residents.*

### **Priority 2: Community Wellbeing**

*We will support the wellbeing and vitality of our communities.*

### **Priority 3: Environment**

*We will strive to protect and enhance the environment of Waverley.*

### **Priority 4: Value for Money**

*We will continue to provide excellent value for money that reflects the needs of our residents.*

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### **Good scrutiny:**

- is an independent, Member-led function working towards the delivery of the Council's priorities and plays an integral part in shaping and improving the delivery of services in the Borough;
- provides a critical friend challenge to the Executive to help support, prompt reflection and influence how public services are delivered;
- is led by 'independent minded governors' who take ownership of the scrutiny process; and,
- amplifies the voices and concerns of the public and acts as a key mechanism connecting the public to the democratic process.

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## **NOTES FOR MEMBERS**

Members are reminded that contact officers are shown at the end of each report and members are welcome to raise questions etc in advance of the meeting with the appropriate officer.

## AGENDA

### 1. APPOINTMENT OF CHAIRMAN

To confirm that Cllr John Ward be appointed as the Chairman of the Housing Overview & Scrutiny Committee for the Council year 2017/18.

### 2. APPOINTMENT OF VICE CHAIRMAN

To confirm that Cllr Pat Frost be appointed as the Vice Chairman of the Housing Overview & Scrutiny Committee for the Council year 2017/18.

### 3. APOLOGIES FOR ABSENCE AND SUBSTITUTES

To receive apologies for absence and note any substitutions.

### 4. DECLARATIONS OF INTERESTS

To receive from Members declarations of interests in relation to any items included on the agenda for this meeting, in accordance with Waverley's Code of Local Government Conduct.

### 5. QUESTIONS BY MEMBERS OF THE PUBLIC

The Chairman to respond to any written questions received from members of the public in accordance with Procedure Rule 10.

### 6. INTRODUCTION TO HOUSING (Pages 7 - 46)

The remit of the Housing O&S Committee is to provide effective scrutiny of the Council's housing function, including:

- HRA Business Plan
- Housing Development
- Provision of Housing Services
- HRA Asset Management
- Homelessness Prevention
- Housing Allocation
- Sheltered Housing
- Tenancy & Estates services

The Head of Strategic Housing & Delivery, and the Head of Housing Operations will give an introductory presentation to provide an overview of the services provided and key issues affecting Waverley's Housing Service.

### 7. TENANCY AGREEMENT REVIEW (Pages 47 - 112)

To inform the committee of the proposal to review and roll out a revised tenancy agreement to Waverley tenants. The tenancy agreement is the contract between all tenants and the Council stating the roles and

responsibilities of each party. The need to review the tenancy agreement was identified as an action in the Housing Service Plan 2017/18. A revised tenancy agreement will ensure the effective management of homes and tenancies.

### **Recommendation**

It is recommended that the Committee:

1. supports the request to review the tenancy agreement;
2. will receive consultation feedback; and
3. identifies any areas for further scrutiny.

8. RESPONSE TO RECOMMENDATIONS FROM THE WAVERLEY SCRUTINY GROUP'S REPORT ON VOIDS (Pages 113 - 128)

The Waverley Scrutiny Group will be attending the meeting to present their Voids Report (Annexe 1) to the Committee.

To then advise the Committee how the Housing Service team will address the recommendations raised in the Waverley Scrutiny Group Void Report.

### **Recommendation**

It is recommended that the Committee:

1. thanks the Waverley Scrutiny Group for their report;
2. makes any comments or suggestions on the scrutiny recommendations and Council responses;
3. supports the implementation of scrutiny recommendations; and
4. continues to monitor void performance.

9. OCKFORD RIDGE REGENERATION PROJECT - PROGRESS UPDATE (Pages 129 - 144)

To receive a presentation updating the Committee on the progress of the Ockford Ridge Regeneration Project.

10. PERFORMANCE MANAGEMENT - QUARTER 4 AND 2016/17 OUT-TURN (Pages 145 - 162)

This report provides a summary of the Housing service performance over 2016/17. The report details the team's performance against the indicators that fall within the remit of the Housing Overview & Scrutiny Committee for the fourth quarter of the financial year. It also provides customer feedback data and a summary of the completed actions from the 2016/17 Housing Service Plan.

The Committee has the opportunity to comment and scrutinise the presented performance data. In addition the Committee may identify future committee reporting requirements regarding performance management.

## **Recommendation**

It is recommended that the Housing Overview & Scrutiny Committee:

1. considers the performance figures, as set out in Annexe 1, and agrees any observations or recommendations about performance it wishes to make to the Executive;
2. considers the customer feedback data and agrees any observations or recommendations about performance it wishes to make to the Executive;
3. considers the Service Plan Outturn report, as set out in Annexe 2, and agrees any observations or recommendations about performance it wishes to make to the Executive;
4. considers scope of work and identifies areas for the Committee future workplan; and
5. considers how performance monitoring should be achieved in 2017/18 and agrees a way forward.

### 11. COMMITTEE FORWARD WORK PROGRAMME (Pages 163 - 180)

The Housing Overview & Scrutiny Committee, along with the O&S Co-ordinating Board, is responsible for managing the Committee's work programme.

The current work programme (attached) includes items agreed at the O&S Co-ordinating Board and takes account of items identified on the latest Executive Forward Programme (Annexe 2) as due to come forward for decision.

## **Recommendation**

Members are invited to consider their work programme and make any comments and/or amendments they consider necessary, including suggestions for any additional topics that the Committee may wish to add to its work programme.

### 12. EXCLUSION OF PRESS AND PUBLIC

To consider, if necessary, the following recommendation on the motion of the Chairman:

## **Recommendation**

That pursuant to Procedure Rule 20 and in accordance with Section 100A(4) of the Local government Act 1972, the press and public be excluded from the meeting during consideration of the following items on the grounds that it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during the items, there would be disclosure to them of exempt information (as defined by Section 100I of the Act) of the description specified in the appropriate paragraph(s) of the revised Part 1 of Schedule 12A to the Act (to be identified at the meeting).

13. ANY ISSUES TO BE CONSIDERED IN EXEMPT SESSION

To consider any matters relating to aspects of any reports on this agenda which it is felt need to be considered in Exempt session.

**Officer contacts:**

**Alex Sargeson, Scrutiny Policy Officer**

**Tel. 01483 523214 or email: [alex.sargeson@waverley.gov.uk](mailto:alex.sargeson@waverley.gov.uk)**

**Fiona Cameron, Democratic Services Officer**

**Tel. 01483 523226 or email: [fiona.cameron@waverley.gov.uk](mailto:fiona.cameron@waverley.gov.uk)**

# INTRODUCTION TO THE HOUSING SERVICE

- Andrew Smith and Hugh Wagstaff



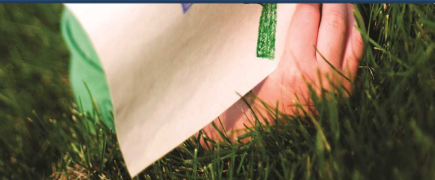
[www.waverley.gov.uk](http://www.waverley.gov.uk)

Waverley  
BOROUGH COUNCIL





Housing impacts on every area of people's lives





# One Service, Two Teams, Shared Aims

Strategic Housing and  
Delivery  
Andrew Smith



Housing Operations  
Hugh Wagstaff



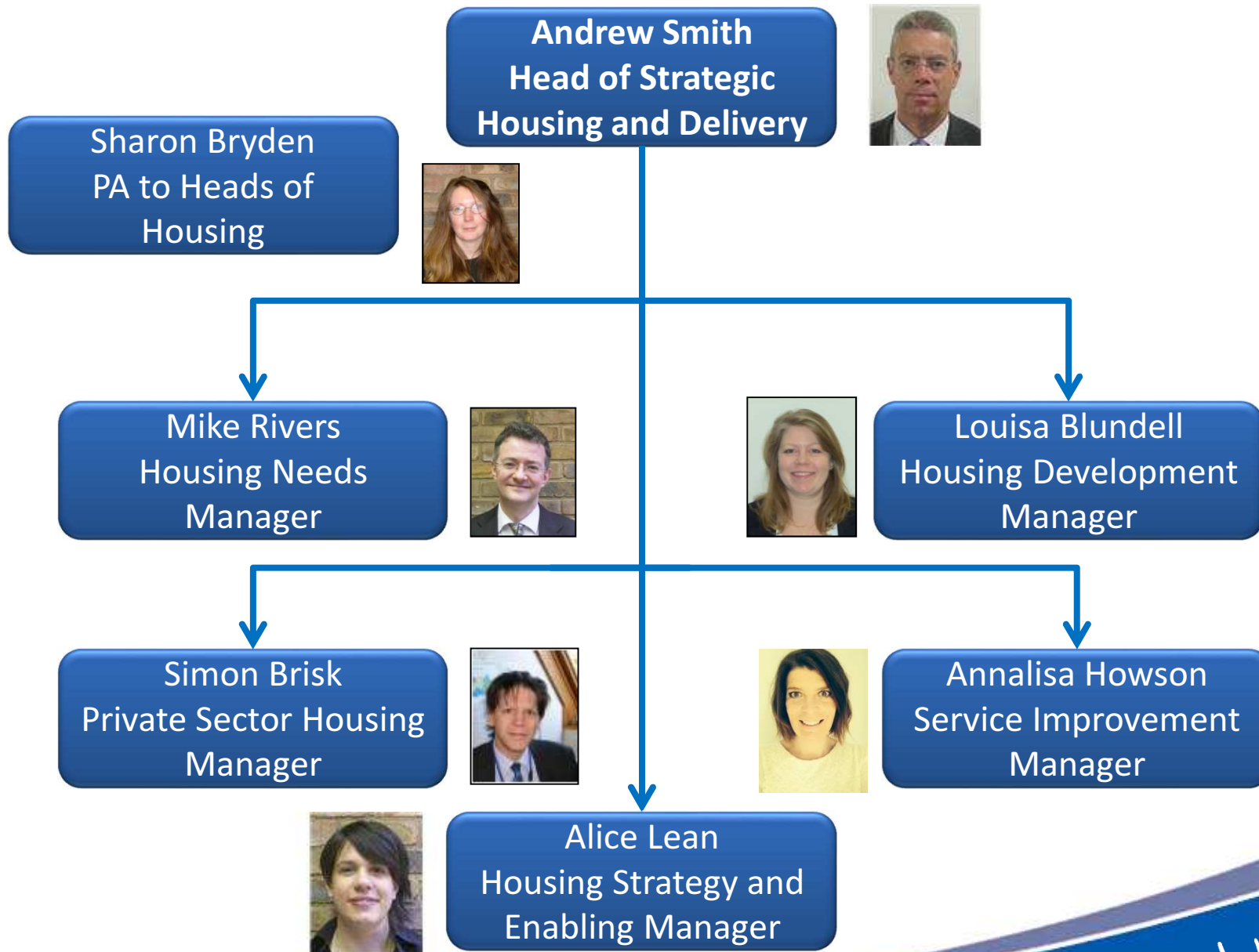
# Housing Customer Service Standards

We will:

- § Be helpful, respectful, efficient and prompt
- § Keep customers informed
- § Listen to feedback and use it to shape and improve our housing service
- § Tell our customers what we can do and when we will do it
- § Ensure they receive the best quality housing service from us and our contractors
- § Deliver value for money

## Strategic Housing and Delivery

- § Identify and respond to housing need
- § Give housing options and homelessness advice
- § Improve housing conditions in Private Rented Sector
- § Develop new council homes
- § Work with Housing Associations to manage homes and create new ones
- § Work with communities and customers to improve housing services



## What is **Affordable housing**?

Affordable housing is defined as housing  
“provided to eligible households whose needs are not met by the market”

Social rent	Homes owned by local authorities or housing associations and let at rents of 50-60% of the local market rent (determined through a national rent regime)
Affordable rent	Homes let to eligible households at up to 80% of the local market rent. The higher rent level is a requirement of development grant funding
Intermediate housing	Homes for sale and rent at below market levels, including shared ownership (part rent, part buy). Eligibility is determined by local incomes and local house prices.

# Key issues and challenges facing affordable housing

- Lack of housing supply – both market and affordable
- Impact of local and national planning constraints
- Responding to changing demographics and household composition
- Changes to be introduced in the next Housing Bill
- Affordability and the impact of welfare reform
- Likely increase in homelessness
- Opportunities for partnership working

# House Prices and Incomes

National Housing Federation

	Average house prices 2013 (£)	Average household earnings 2013 (£)	Ratio of house prices to income	Income for 80% mortgage (£)	Average private sector rents (£ p/m)
<b>England</b>	251,879	26,520	9.5	57,572	720
<b>South East</b>	292,301	28,969	10.1	66,812	864
<b>Surrey</b>	417,761	35,563	11.7	95,488	1,190
<b>Waverley</b>	438,032	35,407	12.4	100,122	1,052





**Identify and respond to housing need**



**Prevent homelessness and give housing options advice**





**Develop new Council homes**



**Improve housing conditions in Private Rented Sector**



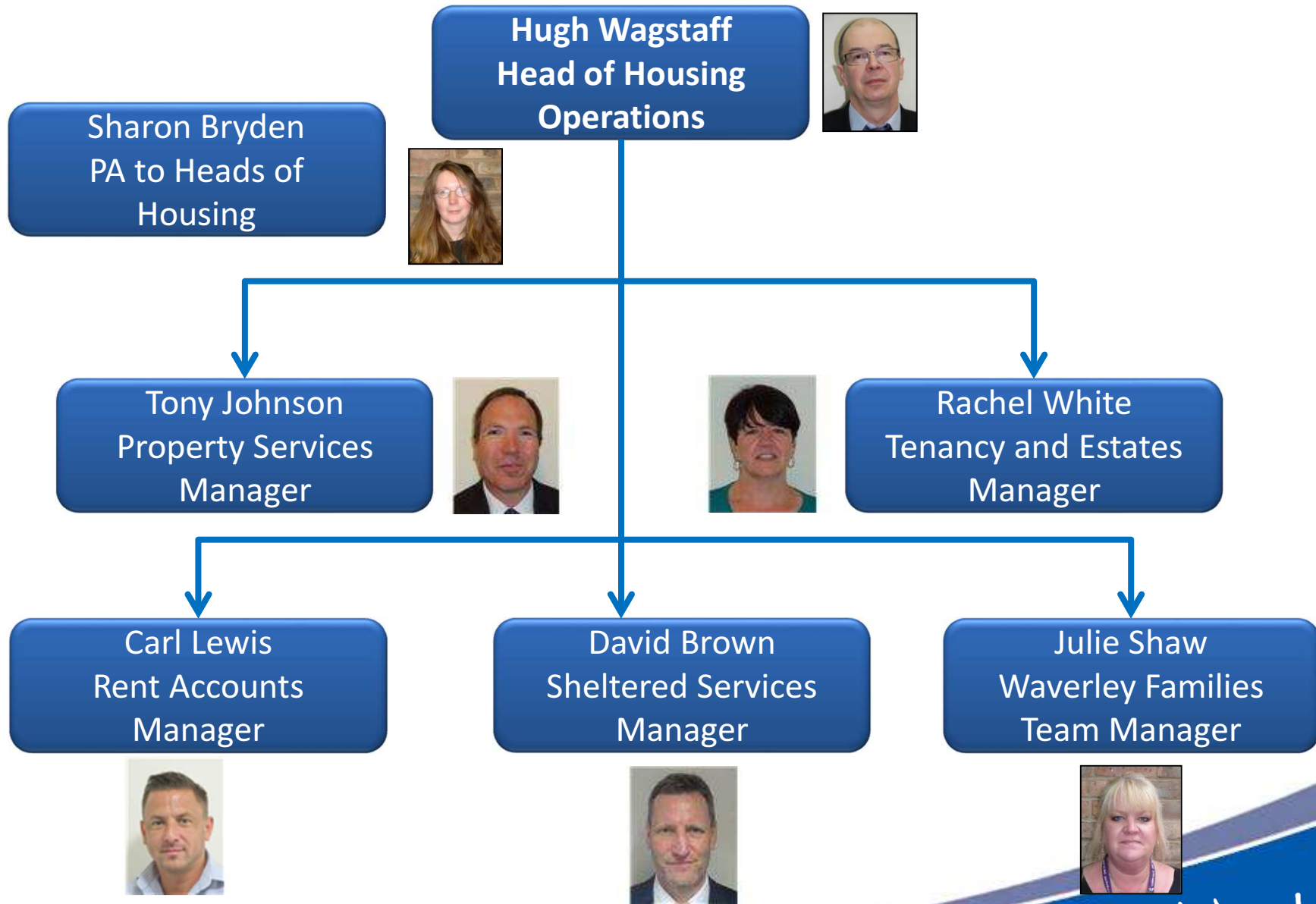


**Work with housing associations to manage homes and create new ones**

## Housing Operations

### Manage and maintain council homes

- § Collect rent and provide budgeting advice
- § Work with contractors to deliver responsive repairs
- § Work with contractors to deliver planned works
- § Support tenants to sustain tenancy
- § Monitor Compliance of health and safety and tenancy agreement
- § Work with communities and customers to improve housing services
- § Work in partnership to support families





# HRA Business Plan Objectives

- § to maximise net income
- § to provide good quality homes and maintain the value of the Council's asset
- § to contribute to increasing the supply of affordable housing for Waverley residents, and
- § to drive down operating costs and identify efficiencies

## Balancing the budget – illustrative budget

	2016/17 budget	Year 1	Year 2	Year 3	Proposed 2017-20
New build	£7m	£3m	£3m	£3m	£9m
Capital works	£7m	£4m	£4m	£4m	£12m
Responsive repairs	£4.5m	£5.5m	£5.5m	£5.5m	£16.5m
Staffing	£4m	£4m	£4m	£4m	£12m
Loan management	£6m	£9m	£9m	£10m	£28m
Corporate recharge and other management	£1.5m	£1.5m	£1.5m	£1.5m	£4.5m
Contingency	--	£2m	£2m	--	£4m
<b>TOTAL</b>	<b>£30m</b>	<b>£29m</b>	<b>£29m</b>	<b>£28m</b>	<b>£86m</b>



**Rent Collection**



Manage and maintain council homes





Repair and maintenance of council homes



Support tenants to sustain tenancy





**Listen to customers to improve housing services**





Contributing to enhancing estates and neighbourhoods

# Housing Service Plan 2017/17



To publish a  
Housing  
Strategy  
2017/18 –  
2028



To review  
tenancy  
agreement



Improve  
customer  
service by  
increasing  
range of  
customer  
contact option



To procure  
housing  
maintenance  
contract  
procurement

To implement  
a Vulnerable  
Persons  
Resettlement  
Scheme

## Further Understanding

- 2017/18 Service Plan
- 2016/17 Corporate O&S Housing Improvement Sub Committee reports
- Housing webpages [www/waverley.gov.uk/housing](http://www.waverley.gov.uk/housing)
- Introduction to social housing online course (available on request)
- Visit team and sites (available on request)
- Tenancy Agreement

## Service Plan 2017/18

<b>Service</b>	Housing	<b>Portfolio Holder</b>	
<b>Head of Service</b>	Andrew Smith and Hugh Wagstaff		<b>Cllr Carole King</b>
<b>Strategic Director</b>	Damian Roberts		

**Service Plan priorities for 2017/18 – There should be no more than 5 top priorities for presentation to Joint O&S Committee. Please ensure that all objectives are SMART. The final column for each action should focus on outcomes**

<b>Priority Objective 1</b>		To publish a Housing Strategy 20178 – 2028 to set out how the Council will deliver homes for local people in housing need <b>Note: to link with Planning Priority Objective 1: Increase the supply of housing to meet Waverley's needs including affordable housing</b>				
<b>Ref</b>	<b>Action(s)</b>	<b>By When?</b>	<b>Lead Officer</b>	<b>Resource Needed/ implications</b>	<b>Corporate Plan Priority</b>	<b>Outcomes/ Success Criteria /Performance Measures/ Targets</b>
H/1.1	To draft a new strategy to include: <ul style="list-style-type: none"> <li>Meeting housing need in the Borough</li> <li>New models of development</li> <li>Response to Housing and Planning Act</li> <li>Response to Homelessness Reduction Act</li> <li>Private rented sector</li> </ul>	<ul style="list-style-type: none"> <li>March 2018</li> </ul>	Andrew Smith	Housing Strategy and Enabling Team	Community Wellbeing	To confirm a project plan by 31 May 2017 To develop at least three models of development by September 2017
H/1.2	To consult with stakeholders	December 2017	Andrew Smith	Consultation costs (revenue £1,000) Communication Team	Community Wellbeing	Facilitate online consultation by 31 December 2017
H/1.3	Council to adopt strategy	February 2018	Andrew Smith	Committees	Community Wellbeing	Present Strategy to Executive 28 February 2018 (tbc)

H/1.4	To publish Housing Strategy online	March 2018	Andrew Smith	Communication Team	Community Wellbeing	Adopted strategy published on Waverley website by 31 March 2018
<b>Outcomes</b>		To have a published housing strategy stating how the council will deliver homes to those in housing need.				
<b>Risk of not fulfilling objective</b>		Increase in homelessness and temporary accommodation costs Ad hoc development of schemes not maximising potential or value for money Unsuitable housing portfolio to meet local housing need Increased unmet need for housing Failure to meet new legislative requirements could result in legal challenge				

<b>Priority Objective 2</b>		To review tenancy agreement(s) and ensure effective management of homes and tenancies				
Ref	Action(s)	By When?	Lead Officer	Resource Needed/ implications	Corporate Plan Priority	Outcomes/ Success Criteria /Performance Measures/ Targets
H/2.1	To identify the issues and/or concerns regarding the current tenancy agreement and review suggest improvements to ensure fair, legal and appropriate.	June 2017	Rachel White	Housing Service teams	Customer Care - professionalism in dealing with customer enquiries. Community Wellbeing - provision of affordable housing	Report to Head of Housing Operations identifying issues and/or concerns and mitigations in June 2017
H/2.2	To scope review to ensure agreement reflects recent legislation regarding: <ul style="list-style-type: none"> <li>• Localism</li> <li>• Housing and Planning Act</li> <li>• Equality Act</li> <li>• Unfair terms</li> </ul>	September 2017	Rachel White	Legal team	Customer Care - professionalism in dealing with customer enquiries. Community	Report identifying how tenancy agreement meets legislative requirements and any proposals to further explore to amend the tenancy by 30 September 2017.



					Wellbeing - provision of affordable housing	
H/2.2	To make recommendations to Housing Overview and Scrutiny Committee on outcomes of reviews.	October 2017	Rachel White	Housing Service	Customer Care - professionalism in dealing with customer enquiries. Community Wellbeing - provision of affordable housing	Recommendations report to Housing Overview and Scrutiny by 31 October 2017. To ensure robust tenancy agreement to effectively manage homes and tenancies.
<b>Outcomes</b>		To have a confirmed fit for purpose tenancy agreement to effectively manage tenancy.				
<b>Risk of not fulfilling objective</b>		Tenancy agreement at potential risk of legal challenge as not reflect statutory changes Unable to enforce tenancy agreement terms Not maximise use of social housing by failure to consider change in succession and secure tenancy rules				

<b>Priority Objective 3</b>		Improve customer service by increasing range of customer contact options. To deliver preferred method of communication through website development, new telephone system for Customer Service Team and expand texting service.				
<b>Ref</b>	<b>Action(s)</b>	<b>By When?</b>	<b>Lead Officer</b>	<b>Resource Needed/ implications</b>	<b>Corporate Plan Priority</b>	<b>Outcomes/ Success Criteria /Performance Measures/ Targets</b>
H/3.1	Identify key transactional services that can be delivered online	May 2017	Annalisa Howson	Housing Service teams	Customer Service maintaining a range of communication channels to ensure we provide maximum access to	Identify ten service transactions to be developed and project plan by 31 May 2017

					information	
H/3.2	Create online forms and workflow process for identified services	March 2018	Annalisa Howson	Service Improvement Team, Communication Team and IT	Customer Service maintaining a range of communication channels to ensure we provide maximum access to information	Create at least eight online transaction processes by 31 March 2018
H/3.3	Publicise and refer tenants to online forms	March 2018	Annalisa Howson	Service Improvement Team, Communication Team and IT	Customer Service maintaining a range of communication channels to ensure we provide maximum access to information	Processes online and advertised through tenant communications (newsletter or rent statement) by 31 March 2018 Increase take up in online options month on month Increased satisfaction with ease of contact
H/3.4	Implement new call handling telephone system for Customer Service Team	March 2018	Tony Johnson	Property Service and IT	Customer Service ensuring high standards and quality of care and professionalism in dealing with customer enquiries.	Effective management of calls to achieve target of <3% lost calls to provide responsive service. Accurate reporting on number, duration, waiting time and lost calls to facilitate appropriate staffing levels at peak periods. Increased satisfaction with ease of contact
h/3.5	Increase texting service to range of transactions and promote to tenants	March 2018	Carl Lewis	Rents and IT	Customer Service maintaining a range of communication channels to ensure we provide	Five new texting service transactions in place. Reducing number of phone calls/. Texting advertised through tenant communications (newsletter or rent statement) by 31 March 2018



					maximum access to information	Increase take up in texting options month on month Increased satisfaction with ease of contact
<b>Outcomes</b>		To increase and improve customer contact options to raise satisfaction with customer service.				
<b>Risk of not fulfilling objective</b>		Dissatisfaction with service due to limited options for service requests Increased costs of service demands and personal contact Dissatisfaction due to difficult to contact Increased number of missed calls leading to dissatisfaction, reduced reporting of repairs and issues impacting ability to manage of homes (reducing asset value) and tenancies (increased costs in tenancy sustainment if not tackle issues early)				

<b>Priority Objective 4</b>		Implement Executive recommendations regarding the housing maintenance contract procurement to ensure a long term, robust and financially efficient contract				
<b>Ref</b>	<b>Action(s)</b>	<b>By When?</b>	<b>Lead Officer</b>	<b>Resource Needed/ implications</b>	<b>Corporate Plan Priority</b>	<b>Outcomes/ Success Criteria /Performance Measures/ Targets</b>
H/4.1	Retender <b>OR</b> renegotiate maintenance contracts (tbc)	January 2018	Tony Johnson	Property Services £xxx budget agreed?	Community Wellbeing continuing to invest in the council's housing stock to maintain decent homes	Sealed contract Contract KPIs achieved
H/4.2	Meet project milestones (tbc)	April 2017- January 2018	Tony Johnson	Property Services £xxx budget agreed?	Community Wellbeing continuing to invest in the council's housing stock to	Project milestone targets achieved

					maintain decent homes	
<b>Outcomes</b>	To have long term, robust and financially efficient housing maintenance contracts.					
<b>Risk of not fulfilling objective</b>	Expensive inefficient maintenance service Tenant dissatisfaction Increased costs with no added value Disrepair of homes and reduced value of assets					

<b>Priority Objective 5</b>		Implement a Vulnerable Persons Resettlement Scheme to assist in the Government's Syrian Refugee Resettlement Programme within Waverley				
Ref	Action(s)	By When?	Lead Officer	Resource Needed/ implications	Corporate Plan Priority	Outcomes/ Success Criteria /Performance Measures/ Targets
H/5.1	Support the resettlement of five families into Waverley over five years	31 March 2021	Damian Roberts	Central government funding Family Support Team Housing Options Team	Community Wellbeing providing community leadership to champion the local issues that most affect our residents	At least one family maintaining tenancy in Private Rented Sector Adults of family in employment or training Children of family in preschool, education or training At least one family registered with doctor, dentist and other health professional as required At least one family integrated to place of work and/or local charities by March 2018
H/5.2	Identify and secure suitable accommodation in the Private Rented Sector	31 March 2018	Michael Rivers	Central government Housing Options Team	Community Wellbeing providing community	At least one family secured tenancy in Private Rented Sector

				funding	leadership to champion the local issues that most affect our residents	
H/5.3	Resettlement process developed to support work with further families in 2018/19	31 March 2018	Julie Shaw	Family Support Team	Community Wellbeing providing community leadership to champion the local issues that most affect our residents	Handbook developed for FST to roll out to other families by March 2018
<b>Outcomes</b>		To establish a vulnerable person resettlement scheme and assist at least one family.				
<b>Risk of not fulfilling objective</b>		Waverley unable to support vulnerable people – complex needs, health needs, social isolation Reputation risk Community disharmony				

**Other Service Plan objectives for 2017/18 – *Please ensure that all objectives are SMART and the final column for the actions focuses on outcomes***

Objective		Increase customer insight/feedback to inform service areas and priorities for improvements				
Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/6.1	Develop a suite of surveys to measure satisfaction with service transactions	May 2017	Annalisa Howson		Community Wellbeing	Identify eight service area transactions to survey and project plan by 31 May 2017

H/6.2	Identify means to collect feedback <ul style="list-style-type: none"> <li>• online</li> <li>• text</li> <li>• postal</li> <li>• telephone</li> </ul>	September 2017	Annalisa Howson		Community Wellbeing	Surveys designed and data collection process in place 30 September 2017
H/6.3	Report findings and recommendations.	January 2018	Annalisa Howson		Community Wellbeing	Recommendations report to Head of Housing Operations and Portfolio Holder for Housing by 31 January 2018
<b>Risk of not fulfilling objective</b>		No knowledge of tenants views of service Unable to address common issues and improve services Tenants feel disengaged from services received and not involved in service assessments				

Objective		Review Asset Management Strategy to incorporate Housing Revenue Account Business Plan and net present value initiative				
Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/7	To make recommendations to Housing Overview and Scrutiny Committee on outcomes of review.	December 2017	Tony Johnson	Asset Team, Finance	Community wellbeing continuing to invest in the council's housing stock to maintain decent homes <b>Value for Money</b> using and investing in assets to enhance service delivery and to maximise value and income	Adopted strategy published on Waverley website by 31 March 2018

<b>Risk of not fulfilling objective</b>	Ad hoc works and sales Not maximise income or assets Risk to financial viability
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<b>Objective</b>	<b>To maximise income collection to fund HRA Business Plan</b>
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Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/7.1	Achieve target for rent collection	Quarterly	Carl Lewis	-	Value for Money using and investing in assets to enhance service delivery and to maximise value and income	98.65% of estimated annual rent debit as at 31 March 2018
H7.2	Achieve target for average number of days taken to relet homes	Monthly	Tony Johnson/ Michael Rivers	-	Community Wellbeing to deliver affordable housing across the borough	Average 20 working days to relet homes Reduce void rent loss from projections

<b>Risk of not fulfilling objective</b>	HRA business plan developed on rental income Reduced collection result in reduced services and disrepair Loss of rental income unable to invest in current and new homes Not maximise use of homes to address housing need
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Objective		To ensure homes are maintained to a safe and warm condition				
Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/8.1	Achieve target for annual boiler services and gas safety checks	Quarterly	Tony Johnson	-	Community wellbeing continuing to invest in the council's housing stock to maintain decent homes	100% of annual boiler services and gas safety checks undertaken on time
H/8.2	Achieve target spend on Better Care Fund grants	Quarterly	Simon Brisk	-	Community Wellbeing implementing a Health and Wellbeing Strategy and action plan to deliver activities and services to improve the lives of Waverley residents implementing an Ageing Well Strategy which will support older people to lead healthy and independent lives.	Spend against budget to be reported monthly. Estimated xx grants issued To complete programme and spent budget by 31 March 2018
	Achieve target for satisfaction with responsive repair service	Quarterly	Tony Johnson	Increase in responsive repair budget £5.5m	Community Wellbeing continuing to invest in the council's housing stock to maintain decent homes	87% of tenants be satisfied with overall responsive repairs service

	To deliver planned works programme	Quarterly	Tony Johnson	£4m budget	Community Wellbeing continuing to invest in the council's housing stock to maintain decent homes	Planned works spend against budget to be reported monthly. To complete programme and spent budget by 31 March 2018
<b>Risk of not fulfilling objective</b>		Serious health and safety risk to households and communities Risk of fine or imprisonment Expensive inefficient maintenance service Tenant dissatisfaction Increased costs with no added value Disrepair of homes and reduced value of assets				
<b>Objective</b>		<b>To deliver new affordable homes</b>				
<b>Ref</b>	<b>Action(s)</b>	<b>Timescales / Deadlines</b>	<b>Lead Officer</b>	<b>Resource Implications Cap/Rev</b>	<b>Corporate Plan Priority?</b>	<b>Outcomes/Success Criteria/Performance Measures/Targets</b>
H/9	Ongoing deliver of new affordable homes	Quarterly	Andrew Smith	-	Community Wellbeing to deliver affordable housing across the borough	Ongoing supply of affordable homes delivered by Waverley and Housing Association partners
<b>Risk of not fulfilling objective</b>		Increased housing need and homelessness cases Overcrowding Dissolution of extended families and communities				

Objective		Maintain low level of households living in temporary accommodation (following homelessness application)				
Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/10	Achieve target for number of households in temporary accommodation	Quarterly	Michael Rivers	-	Community Wellbeing preventing homelessness and giving people housing options.	<8 households in temporary accommodation at point in time
<b>Risk of not fulfilling objective</b>		Increased costs Unsuitable accommodation for households Community disharmony				

Objective		To provide a responsive service meeting customers needs				
Ref	Action(s)	Timescales / Deadlines	Lead Officer	Resource Implications Cap/Rev	Corporate Plan Priority?	Outcomes/Success Criteria/Performance Measures/Targets
H/13.1	To meet target of tenancy audits	Monthly	Rachel White	-	Customer Care ensuring high standards and quality of care and professionalism in dealing with customer enquiries	84 tenancy audits completed per month
H/13.2	To meet target of Family Support Team	Monthly	Julie Shaw	-	Customer Care ensuring high standards and quality of	15 family support cases per month



					care and professionalism in dealing with customer enquiries	
H/13.3	To meet target for support plans in sheltered schemes	Monthly	David Brown	-	Customer Care ensuring high standards and quality of care and professionalism in dealing with customer enquiries	98% tenants have support plan in place
<b>Risk of not fulfilling objective</b>		Customer dissatisfaction Reputation risks Increased risk of tenancy failure and fraud				

<b>Equalities &amp; Diversity Checklist</b>	
Will any proposals in this Service Plan require an Equality Impact Assessment?	<p><i>Think through the different actions in the Service Plan to decide if any of them need to be tested through an equality impact assessment process. Could you be challenged if you haven't done one?</i></p> <p>All five yellow projects will require an EqlA.</p>

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## WAVERLEY BOROUGH COUNCIL

### OVERVIEW AND SCRUTINY COMMITTEE - HOUSING

4 JULY 2017

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**Title:**

**TENANCY AGREEMENT REVIEW**

[Portfolio Holder: Carole King]

[Wards Affected: All]

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**Summary and purpose:**

To inform the committee of the proposal to review and roll out a revised tenancy agreement to Waverley tenants. The tenancy agreement is the contract between all tenants and the Council stating the roles and responsibilities of each party. The need to review the tenancy agreement was identified as an action in the Housing Service Plan 2017/18. A revised tenancy agreement will ensure the effective management of homes and tenancies.

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**How this report relates to the Council's Corporate Priorities:**

This report supports the priorities of Customer Service, Community Well-being and Value for Money

**Financial Implications:**

There are no direct financial implications at this stage. Work on the consultation stage will be made within current budgets and resources.

**Legal Implications:**

Internal and external legal advice has been sought in order to ensure that the tenancy agreement is brought up-to-date in order that it accords with all relevant legislation and policy, while at the same time providing the robustness and flexibility required by the Housing service. The version attached at Annexe 1 sets out the current proposed changes to the tenancy agreement.

Consultation is a critical element of the process leading into the variation of the tenancy agreement, and the proposed consultation period is reasonable in the circumstances and will provide sufficient time for tenants and other stakeholders to respond.

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**Introduction**

1. The Council has approximately 5000 tenancies. The tenancy agreement is the contract between each tenant(s) and the Council stating the roles and responsibilities of each party. Each party can hold the other to account for non compliance with the agreement. Failure to adhere to the tenancy agreement can result in warning letters, legal notices, fines and ultimately possession. A tenancy agreement must comply with housing legislation and fair contract rules.

## **Why review the tenancy agreement?**

2. The Tenancy and Estates team are currently undertaking a review of all processes; this is to ensure we are providing the best service, not only to our customers, but to the wider community. In order to implement updated procedures it is essential that the tenancy agreement is robust and clearly sets out Waverley Borough Council's position when managing tenancies. It also ensures the team are able to take effective action when addressing tenancy breaches.
3. The current tenancy agreement is, considered by officers to be, too prescriptive in places which has made it difficult for officers to take appropriate enforcement action in some cases. In particular issues have related to:
  - Succession of tenancy
  - Unreported absence from the property
  - Convictions not in the locality of the dwelling
  - Repairs and recharges
  - Keeping of animals including cats and dogs
4. The agreement also needs updating to reflect the withdrawal of Supporting People funding.

## **Legal Advice**

5. As part of the review, we have liaised closely with the Legal Services Team and it was agreed that the current agreement should be submitted to a specialist housing barrister for a health check.
6. The barrister identified a range of amendments to give clarity on:
  - succession,
  - joint tenants ability to end the tenancy
  - notices
  - occupation
  - use of loft space, and
  - permissions
7. It was also recommended to:
  - remove reference to Supporting People
  - add responsibility for condensation, and
  - update the grounds for possession to latest housing act updates
8. The current Tenancy Agreement is attached at Annexe 1 with proposed changes tracked.

## **Project Plan**

9. Further scrutiny and consultation is required to amend clauses which are policy specific to Waverley. It is therefore imperative that we consult with relevant stakeholders, including our tenants and internal colleagues; we propose the consultation will be open from July until the end of October to allow time to gather information and review the current format.

10. The Tenancy and Estates team will facilitate workshops with all relevant parties to ensure the agreement reflects the requirements of the wider housing function. A number of methods will be used to maximise engagement with customers and ensure the process is accessible to all, in particular the involvement of the Tenants Panel, when liaising with tenants, will be essential, they have experience of consulting over a wide range of issues and tenants trust them to advocate on their behalf.
11. The outcomes from this process will be presented at this Committee on 14 November 2017. Formal consultation will then proceed with the final proposed updated tenancy agreement to be discussed and signed off at the next meeting scheduled for 30 January 2018 with implementation from 1 April 2018.

May to Sept 17	To scope review to ensure agreement reflects recent legislation regarding <ul style="list-style-type: none"> <li>• Localism</li> <li>• Housing and Planning Act</li> <li>• Equality Act</li> <li>• Unfair terms</li> </ul>
July to Oct 17	To hold informal Consultation
Nov 17	To make recommendations to Housing Overview & Scrutiny Committee on outcomes of reviews and informal consultation.
Nov 17 to Jan 18	Statutory Consultation with tenants
Jan 18	To make recommendations to Housing Overview & Scrutiny Committee on outcomes of consultation
April 18	Implementation of new tenancy agreement

## **Conclusion**

The updated tenancy agreement, in partnership with the review of Tenancy and Estates processes will ensure more effective management of our housing stock. The Tenancy and Estates team will be better equipped to tackle tenancy breaches with positive outcomes, improving customer satisfaction, and our reputation in the community.

## **Recommendation**

It is recommended that the Committee:

- supports the request to review the tenancy agreement,
- will receive consultation feedback, and
- identifies any areas for further scrutiny.

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## **Background Papers**

There are no background papers (as defined by Section 100D(5) of the Local Government Act 1972) relating to this report.

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## **CONTACT OFFICER:**

**Name:** Rachel White  
Tenancy & Estates Manager

**Telephone:** 01483 523194  
**E-mail:** rachel.white@waverley.gov.uk

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# **Your tenancy agreement**

**The key to your home**



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## Important information about this tenancy agreement

Please read the following information carefully.

This tenancy agreement is a legal document. By signing it you are agreeing to become a tenant of Waverley Borough Council and are entering into a legal contract with us.

It is very important that you read this tenancy agreement and the conditions of the tenancy carefully before you sign it. If there is anything you do not understand or would like to ask questions about, please ask us to explain it to you, or, you can contact a citizens advice bureau, solicitor, housing advice centre or law centre for independent advice.

The agreement sets out the rights and responsibilities that you have as our tenant and that we have as your landlord. You should keep this agreement in a safe place and refer to it if you have any questions about your tenancy.

### Home insurance

The building, including any fixtures and fittings that we have provided are our responsibility. 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. But, this is not a condition of your tenancy.

### Types of tenancy:

There are three main types of Council tenancy:

1. an **introductory** tenancy,
2. a **flexible** tenancy and
3. a **secure** tenancy.

When your tenancy is granted, your agreement will confirm which type of tenancy you have. You can check this by looking at the next section of this booklet or by contacting your housing officer.

If, after the grant of your tenancy, the type of tenancy you have changes the Council will notify you in writing.

### What is an introductory tenancy?

Ans an introductory tenancyt- is a weekly periodic tenancy until the successful competition of the introductory period or until a possession order is enforced. As an introductory tenant you have a tenancy for 12 months and you have fewer legal rights than a secure tenant.

Your introductory tenancy is a trial period designed to enable you to show us that you can manage a tenancy. To do this you must:

- pay your rent on time;
- look after the property;
- not behave anti-socially, cause a nuisance or harass other people; and
- comply with all other terms and conditions set out within this booklet that are applicable to introductory tenancies.

As an introductory tenant you can be evicted much more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.

Provided you continue to occupy the property as your only or principal home, you will be an introductory tenant until you have completed a trial period of at least one year, from the date this tenancy starts. at the end of the 12 month period. Equally, tThe Council has the option of extending your introductory tenancy by an additional six months if you have not kept to the terms and conditions of the tenancy.

Before taking action to extend your introductory tenancy or evict you the Council must advise you of its intention and the reasons why and you have the right to request a review of the decision. to take action to evict you or extend your introductory tenancy.

### **What is a flexible tenancy?**

As a flexible tenant you have the right to live in the property for a fixed term from the tenancy start date, provided you comply with the terms of the agreement. The usual minimum term at the grant of the tenancy is five years. The length of the term is either stated on your flexible tenancy agreement, which is contained in the next section of this booklet and/or the notice of proposal which is on the page after your tenancy agreement.

We will not interfere with your rights to occupy your home within the fixed term of the tenancy, unless you break any of your obligations within this agreement.

We will begin to review your tenancy round 9 t least 12 months prior months prior to the end of the fixed term. You must provide us with the information we request to enable us to carry out a proper review. We will write to you to tell you the outcome of the review. Where your circumstances, or those of your household, have not changed significantly over the course of the fixed term we will usually renew the flexible tenancy for a further fixed term.

We will usually renew the flexible term unless:

- the property is under-occupied;
- the property is no longer suitable to your needs;
- your circumstances have significantly changed;
- you do not engage in the review process;
- you have breached the agreement; or
- we are disposing of the property.

## What is a secure tenant?

~~As a secure tenant, you have a number of legal rights. We have listed the main ones below and you can find out more about them on our website or by speaking to the Housing Team~~

- ~~• Right of succession~~
- ~~• Right to take in lodgers~~
- ~~• Right to sublet~~
- ~~• Right to exchange~~
- ~~• Right of assignment~~
- ~~• Right to buy~~
- ~~• Right to repair~~
- ~~• Right to make improvements~~
- ~~• Right to compensation for improvements~~
- ~~• Right to see your housing records~~
- ~~• Right to be consulted~~
- ~~• Right to manage~~

~~Your Tenancy differs to both Introductory Tenancies and Flexible Tenancies.~~

You have the right to stay in your home for as long as you want and it remains your only or principal home unless you break one of the conditions of your tenancy or there are other legal reasons for us to apply to the court to evict you.

**For details of the circumstances in which tenancies of a particular type will be granted please refer to Waverley Borough Council's Tenancy Policy.**

**Tenancy Agreement****Tenant copy (Page 1 of 3)**

**Tenant (full name):** .....

**Joint Tenant(s)(full name):** .....

.....

**Address of property being let:** .....

.....

**Type/size of property:** .....

This agreement is made between you, the above stated tenant(s) and us, Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR

**The type of tenancy you have is:**

1. **Introductory** followed by **Flexible Tenancy** **Officer's Signature:** .....

2. **Introductory** followed by **Secure Tenancy** **Officer's Signature:** .....

3. **Secure Tenancy** **Officer's Signature:** .....

4. **Flexible Tenancy** **Officer's Signature:** .....

**Tenancy Start Date:** .....

**Officer's Signature:** .....

**If you have an introductory tenancy** this means that for the first **12 months** you occupy the property as an Introductory Tenant. At the end of 12 months, if the Council has not taken steps to terminate or extend the Introductory Tenancy it will automatically convert to a secure or flexible tenancy depending upon the particular circumstances of the case.

This tenancy is subject to the terms set out within this agreement (that are applicable to the type of tenancy you have, as indicated above).



**Tenancy Agreement Tenant copy (Page 2 of 3)**

I confirm that the following people are members of my household and will be living with me at the address shown on the previous page.

Last name	First name	Sex	Date of birth	Relationship to you
				<b>Tenant</b>
				<b>Joint tenant</b>

**Photographs of Tenant(s):**

Below are the weekly payments due for your home at the start of this tenancy. The total payments figure is made up from the rent and charges for any other services we provide for this tenancy. Your payments are due every Monday for the week to come unless we agree other payment dates with you.

Rent	£
Charges	£
Total payments	£

**For Former tenancy arrears payments – see Section 2 Clause 3 (c<sub>[r1]</sub>)**

**Tenancy Agreement Tenant copy (Page 3 of 3)****Declaration:**

In signing this agreement, I confirm that all the information I have given to the Council, including those included in the housing application form which led to me being granted a tenancy under this agreement are true and have not changed since I gave that information or signed that form.

I also confirm that I have read, understood and accept the terms of this agreement and the conditions of tenancy including the additional terms and conditions applicable to my particular type of tenancy.

Signed: \_\_\_\_\_

Signed (Joint tenant): \_\_\_\_\_

Date: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

Officer Name: \_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF PROPOSAL TO ENTER INTO A FLEXIBLE TENANCY FOLLOWING INTRODUCTORY TENANCY UNDER SECTION 137A of THE HOUSING ACT 1996**

**Tenant Copy (Page 1 of 1)**

**Proposed Landlord:** Waverley Borough Council

**Proposed Tenant (full name):** .....

**Proposed Joint Tenant(s) (full name):** .....

.....

**Address of property:** .....

.....

1. This Notice is given by your Proposed Landlord.
2. You are considering signing a tenancy for the Property. Such a tenancy by virtue of section 124 of the Housing Act 1996 shall be an introductory tenancy and governed by the provisions of that Act.
3. The tenancy shall be an introductory tenancy for a trial period. The trial period is one year unless extended. After the trial period, and any extension to the trial period, the tenancy will become a flexible tenancy for a fixed period of time.
4. The length of the flexible tenancy shall be ..... years.
5. The express terms of the flexible tenancy are as set out in this document and are those that highlighted as applying to all Tenancies/Tenants and Flexible Tenancies and Tenants.

**Officer Name:** .....

**Officer Signature:** .....

**Date:** .....





**Tenancy Agreement**

**Waverley copy (Page 1 of 3)**

**Tenant (full name):** .....

**Joint Tenant(s)(full name):** .....

.....

**Address of property being let:** .....

.....

**Type/size of property:** .....

This agreement is made between you, the above stated tenant(s)  
and us, Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR

**The type of tenancy you have is:**

1. **Introductory** followed by **Flexible Tenancy** **Officer's Signature:** .....

2. **Introductory** followed by **Secure Tenancy** **Officer's Signature:** .....

3. **Secure Tenancy** **Officer's Signature:** .....

4. **Flexible Tenancy** **Officer's Signature:** .....

**Tenancy Start Date:** .....

**Officer's Signature:** .....

**If you have an introductory tenancy** this means that for the first **12 months** you occupy the property as an Introductory Tenant. At the end of 12 months, if the Council has not taken steps to terminate or extend the Introductory Tenancy it will automatically convert to a secure or flexible tenancy depending upon the particular circumstances of the case.

This tenancy is subject to the terms set out within this agreement (that are applicable to the type of tenancy you have, as indicated above).



**Tenancy Agreement Waverley copy (Page 2 of 3)**

I confirm that the following people are members of my household and will be living with me at the address shown on the previous page.

Last name	First name	Sex	Date of birth	Relationship to you
				<b>Tenant</b>
				<b>Joint tenant</b>

**Photographs of Tenant(s):**

Below are the weekly payments due for your home at the start of this tenancy. The total payments figure is made up from the rent and charges for any other services we provide for this tenancy. Your payments are due every Monday for the week to come unless we agree other payment dates with you.

Rent	£
Charges	£
Total payments	£

**For Former tenancy arrears payments – see Section 2 Clause 3 (c)**

**Tenancy Agreement Waverley copy (Page 3 of 3)****Declaration:**

In signing this agreement, I confirm that all the information I have given to the Council, including those included in the housing application form which led to me being granted a tenancy under this agreement are true and have not changed since I gave that information or signed that form.

I also confirm that I have read, understood and accept the terms of this agreement and the conditions of tenancy including the additional terms and conditions applicable to my particular type of tenancy.

Signed: \_\_\_\_\_

Signed (Joint tenant): \_\_\_\_\_

Date: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

Officer Name: \_\_\_\_\_

Job title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF PROPOSAL TO ENTER INTO A FLEXIBLE TENANCY  
FOLLOWING INTRODUCTORY TENANCY UNDER SECTION 137A of THE  
HOUSING ACT 1996**

**Waverley Copy (Page 1 of 1)**

**Proposed Landlord:** Waverley Borough Council

**Proposed Tenant (full name):** .....

**Proposed Joint Tenant(s) (full name):** .....

.....

**Address of property:** .....

.....

1. This Notice is given by your Proposed Landlord.
2. You are considering signing a tenancy for the Property. Such a tenancy by virtue of section 124 of the Housing Act 1996 shall be an introductory tenancy and governed by the provisions of that Act.
3. The tenancy shall be an introductory tenancy for a trial period. The trial period is one year unless extended. After the trial period, and any extension to the trial period, the tenancy will become a flexible tenancy for a fixed period of time.
4. The length of the flexible tenancy shall be ..... years.
5. The express terms of the flexible tenancy are as set out in this document and are those that highlighted as applying to all Tenancies/Tenants and Flexible Tenancies/Tenants.

**Officer Name:** .....

**Officer Signature:** .....

**Date:** .....



## Terms applicable to all tenancies:

### Section 1 - Your tenancy

#### 1. Your tenancy agreement

- (a) This is a legally binding contract between you and us, Waverley Borough Council. It sets out our and your rights and responsibilities. Your tenancy starts on the date set out in your tenancy agreement and rent is due from this date.

#### 2. Your rights as a tenant

As a tenant you have certain rights and some of these are set by law. Depending on your own circumstances, you have the following rights.

- (a) You can pass on your tenancy when you die to your husband, wife, civil partner or other partner, family member. This is called succession. ~~For a family member who is not your husband, wife or civil partner to qualify, they must have been living with you for at least the last 12 months.~~ There are other conditions and circumstances that apply these are detailed in Section 12 of this agreement.
- (b) You can expect us to carry out certain small, urgent repairs, known as qualifying repairs within a set time. If we do not do this, you can ask us to get another contractor to do it. If this second contractor fails to complete the work, you are entitled to compensation from us.
- (c) You can see your housing records. The Data Protection Act 1998 gives you certain rights to see your housing personal file so that you can check that the information and details we hold about you are correct. You can find more information in paragraphs 7 and 8 of this section.
- (d) We will consult you if we plan to change the way we manage your home and you can give us your views. This does not apply when we increase your rent.
- (e) You can take over the management of your home through a tenants' organisation and run services that we would normally be responsible for.

**You can find more information about all these rights on our website.**

#### 3. Joint tenants

- (a) If you are a joint tenant, you have the same rights and responsibilities as the other joint tenant or tenants. You cannot split those rights and responsibilities. If one of you breaks the tenancy agreement, we can hold all the joint tenants responsible. While your name is on the tenancy agreement, you are responsible for all the tenancy conditions, including paying the rent, even if you no longer live at that address.



- (b) If one joint tenant gives notice in writing to end the tenancy, it ends the whole tenancy for all of you, even if it was given without the knowledge or consent of the other joint tenant.
- (c) If you are a joint tenant and your relationship ends, we will only be able to remove one of you from the tenancy if the court orders that the tenancy of your home has to be transferred as part of a property settlement. In some circumstances, we may agree to a new sole tenancy if the joint tenancy is ended properly.

#### 4. Ending your tenancy using a court order

- (a) If you break any of the conditions of this agreement, we can take legal action and this may result in you having to give up your home. We can only take back your home if we get a possession order from the court. We will also aim to recover from you the cost of taking this legal action.
- (b) As long as you pay your rent and keep to the terms and conditions of your tenancy agreement, we will not normally ask the court for a possession order.
- (c) However, there are a few examples of situations when we may have to take court action, even if you are keeping to the tenancy agreement. These include if:
- 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 so that your home under the tenancy with us is not your only or main home;
  - the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.

#### 5. Notices from us

- (a) ~~All We will deliver all~~ letters and notices (including Notices to Quit and notices in connection with possession proceedings) will be deemed to have been validly served by us on you if they are: to you by handed to you or someone else at the property, left at the property, fixed to your front door or some other prominent part of the property, sent by post to the property, or sent them by post to your last known address. We can chose which method of service to use. This is the property this agreement refers to unless you tell us your forwarding address. We can also serve a notice by attaching it to the property itself (normally the front door).

#### 6. Notices from you

- ~~(a)~~ (a)—The address to serve notices on us is Waverley Borough Council, The Burys, Godalming, Surrey GU7 1HR.
- (b) A Notice given by one joint tenant, whether with or without the knowledge or consent of the other joint tenant, will end the tenancy.

## **7. Access to information**

- (a) You can see the information we keep on file about you or your home if you ask. You may usually only see information about other people at your home with their permission. This is governed by the rules of the Freedom of Information Act 2000 and the Data Protection Act 1998.

## **8. Data protection**

- (a) We may share the personal information you provide with other council services, if necessary. (For example, we may need to do this to prevent and detect fraud or other crimes). We are allowed to do this under the Data Protection Act 1998.
- (b) Under the Data Protection Act 1998 we must protect any personal information we collect from you and we will keep your personal information safe and secure. We will not share it with other organisations without your knowledge unless we are allowed to do so by law.

## **9. Changes in the law**

- (a) In this tenancy agreement, whenever we refer to an Act of Parliament, it refers to any later amendments to or replacements of that act.

## **10. Rights of other people**

- (a) You and we agree that, save for the clauses that set out the grounds for succession and those clauses relating to transferring the tenancy, the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that, apart from the clauses named above, this agreement cannot be enforced by anyone except us, you or your authorised representatives.

## **11. Consultation**

- (a) We will consult you about important changes in managing your home that are likely to affect you. We will take your comments into account before we make any decision.

## **12. Altering the agreement**

- (a) Except for any changes in your rent or service charges, or if the law changes (including future legislation), your tenancy agreement can only be changed with the written permission of both you and us, or if the court orders it. For example, you may become a demoted tenant by court order and you will then get a new Demoted Tenancy Agreement.

## **13. Complaints**

- (a) We operate a complaints procedure in line with best practice and our corporate complaints procedure. You can find out more about this by

Updated September 2014

visiting our website at [www.waverley.gov.uk](http://www.waverley.gov.uk) or by picking up a leaflet at one of our offices. If you are still not satisfied after you have gone through the complaints procedure, you have the right to refer the matter to a Designated Person (Councillor, MP or Tenants Complaints Panel) and the Housing Ombudsman.

- (b) We operate a compensation policy in cases where you have had difficulties with our services, lost money or have made improvements to your home. We can provide you with details of the policy on request.

## Section 2 - Your rent, other charges and outgoings

### 1. Rent

- (a) You must pay the rent and all other charges for the property on time as you have agreed. We add rent and other charges to your account each week.
- (b) Your rent is due each Monday for the week ahead. Provided you have made sufficient payments to ensure your account does not go into arrears you but you can pay rent this every two weeks or every month, or we may agree a different timescale with you.
- (c) If you are a joint tenant, you are each or all responsible for paying all the rent and all other charges for the property when they are due. We can recover all rent arrears (missed rent payments) and any other charges for your home from any one joint tenant. ~~For example, if one joint tenant leaves, the other joint tenant is responsible for any rent still owed~~<sup>[r2]</sup>.

### 2. Changes to the rent

- (a) We may change your rent at any time. We will give you at least four weeks' notice in writing if we change the rent.
- (b) If you receive Housing Benefit and your circumstances change, you must contact the Housing Benefit Service immediately as these changes may affect your entitlement to benefit and, as a result, the amount of rent you have to pay.

### 3. Paying off rent arrears

- (a) If you do not pay your rent and any missed rent payments (arrears), we have the right to take court action to get possession of your property. This may result in you losing your home. We will charge you for the costs of taking you to court.
- (b) When your tenancy ends, you must immediately pay us any rent, charges or costs that you owe. If you owe us money, we can take this from any money that we owe you. This includes if we pay you too much Housing Benefit.

(c) If you have previously been our tenant and there is a debt outstanding from your previous tenancy, you must pay this debt by making payments as agreed with your housing officer. If you fail to make payments, as agreed, towards your former tenancy arrears, it shall be a breach of this agreement and we have the right to take court action to get possession of your home.

~~(b)~~ Former tenancy arrears of £ \_\_\_\_\_ to be repaid at £ \_\_\_\_\_ per week

### 4. Service charges

- (a) You may have to pay a service charge for new services we decide to provide as part of this tenancy.

## 5. Changes to the service charges

- (a) We have the right to change any of the services we provide and the charges we make for these services. We can add to the services, reduce what we provide, remove them or change them. We will only do this after we have written to tell you about our proposed changes and allowed a period of time for you to give us your views. We will then take your comments into account and give you four weeks notice of any changes.
- (b) We may also increase your service charge at the same time as we change the rent by giving you at least four weeks notice in writing.

## 6. **Supporting People Housing Related Support** charge

- (a) We may make a Supporting People charge if you:
  - are a tenant of sheltered housing;
  - are connected to an alarm service; or
  - receive other support services that help you stay in your home.
- (b) If we make a Supporting People charge, the services may include providing general counselling and support on:
  - maintaining the security of your home;
  - maintaining the safety of your home;
  - your standard of behaviour;
  - keeping your home in an appropriate condition;
  - giving up the tenancy at the appropriate time;
  - keeping in contact with others to make sure you are OK;
  - other support services (but not personal care, such as helping you dress).
- (c) You must accept the level of support services we provide. If you fail to engage with the support we offer or fail to pay towards those services, it will be a breach of this agreement and we have the right to take court action to enforce this agreement or get possession of your home. We will charge you the costs of taking you to court.

## 7. Changes to the **Supporting People** charge

- (a) We may change the support and counselling charges at any time by giving you at least four weeks notice in writing. We will usually do this when we increase your rent each year. Any increase we make each year to the Supporting People charge will be in line with the levels set by the Housing-Related Supporting People Administering Authority (Social Services).

## 8. Changing who provides the Supporting People service

- (a) Social Services will review the ~~Supporting People~~ services we provide. They may decide that they will no longer pay us the Housing-Related Supporting People grant. If this happens, we may, after consulting you, stop providing the ~~Supporting People~~ services. We will take every reasonable step to make sure that there is no disruption in the services when we transfer them to a new provider. You will have to enter into a Supported Housing services agreement with the new provider. This will give details of the services and the service provider and you will pay for the support as shown in that agreement. This payment will be on top of any rent and other types of service charge you have to pay us under this tenancy agreement.

## 9. Outgoings

- (a) You are responsible for paying direct to the supplier, other organisation, or authority all the charges that apply to your home.
- (b) If we have arranged to collect the charge for these organisations, we will add this amount to your rent account and you will need to pay us the charge instead.

## Section 3 - Using your home

### 1. General

- (a) You agree that from the start of the tenancy you will take possession of your home and take responsibility for being the tenant.
- (b) We will hold you responsible if anyone who lives with you or visits your home, including children, breaks any conditions of your tenancy.
- (c) (i) You must use the property as your only or main home.  
(ii) 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 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 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<sup>[r3]</sup> circumstances.
- (d) You must let us know in writing and, if possible, beforehand, if you are or expect to be away from your home for more than 28 days so that we know you have not abandoned your home. Even if you are away, you are still responsible for making sure that all the conditions of this



agreement are kept, including paying rent. You must let us know when you return to your home after this period.

- (e) You must write to us every time there are any changes to who is living in the property.
- (f) You and any other person, including children living in the property, must keep your home, and garden (if there is one), clean, tidy and free from rubbish and dangerous items. You must not do anything that encourages insects, vermin or pests into your home, or it could become a health risk to you or others.
- (g) As the tenant, you take responsibility for the activities of members of your household and anyone you allow into your home.
- (h) You, your friends and relatives and any other person living in or visiting the property, including children, must do the following.
  - Only use the property as a private home.
  - Not run a business from your home or any other council owned land without our written permission as your landlord, or any other permission you will need, such as planning permission. We will refuse or withdraw permission if we feel your business is likely to cause a nuisance, disturb others, damage the property or stop your home being used mainly as a home.
- (i) You, your friends and relatives and any other person living in or visiting the property, including children, must not do the following.
  - Use your property for any illegal purposes or purposes which are widely viewed as immoral, which includes using drugs and prostitution.
  - Wedge open shared doors.
  - Place anything on a window ledge or balcony, if it could be a danger to anyone living in the property or in the local area.
  - Throw anything through the windows of the property or off balconies.
  - Store items that catch fire easily or other dangerous items, for example unlawful weapons or gas, in the property, in the garden or in any council-owned garage apart from items you use for normal domestic reasons.
  - Leave rubbish, or allow it to spill, on areas near your home.
  - Leave used needles or syringes in areas where people in the local area may come into contact with them.
  - Withhold information from the police about any burglary or damage caused by any criminal act at the property, unless you have a good reason for doing this.
  - Delay telling your housing officer about any damage to the property.
- (j) You and any other person, including children living in the property, are responsible, along with other tenants or residents, for keeping any

shared areas such as hallways and landings clean and tidy. You must not store or leave any items including personal belongings, rubbish or dangerous items in these areas.

- (k) ~~You must not access loft spaces unless you have our express prior permission. You must not store any belongings in loft. Loft spaces are not normally built for using as storage or any other activity. As a result, if you have a loft, we advise you not to use<sup>[r4]</sup> it. This is because there is a risk of injury or damage to the property. So, if you do decide to use the loft space for storage, this is at your own risk and you are responsible for any damage or injury that you cause. You spaces. You~~ must keep the loft access clear so that contractors or our officers can carry out inspections or repairs. You are responsible for clearing away any belongings that prevent us from getting access or that may cause injury or damage.

## 2. Access to your home

- (a) You must let our staff, contractors or agents into your home to inspect its condition or any fixtures or fittings, or to carry out a tenancy review, repair, maintenance or improvement work. We will always give you reasonable notice unless it is an emergency. If we have given you notice but you don't let us in, or if it is an emergency, we may have to take action to force entry if we believe there is a serious risk of injury to anyone or damage to the property. If you try to prevent us from entering, or fail to let us in when we have the right to get into the property, we will charge you the cost of getting into the property.
- (b) If you are moving out of your home, you must let us have access to carry out an inspection before you leave. If we need to show possible new tenants the property before you have moved out, we will always ask for your permission. A housing officer will only show new tenants around at reasonable times convenient to you.
- (c) By law we must check the gas appliances in your home every year. You agree to allow us and our contractors access to your home to carry out this gas safety check. You will receive reasonable written notice of the date of this check and we can arrange a new appointment if the first is not convenient to you. If you have not allowed us access after we have written to you at least three times, we will take appropriate legal action to get into the property or to begin proceedings to repossess the property. We will also aim to recover from you the cost of taking this legal action.
- (d) You must allow your neighbours to enter the outside areas of your home when they need access to carry out repairs or improvements, clean outside areas of their own properties, or to collect domestic rubbish and recycling. However, they need to agree this with you beforehand. If you disagree with their request, we will decide if their request for access is reasonable.

## Section 4 - Looking after your garden

1. You are responsible for your garden and keeping it tidy. This means cutting the grass regularly, cutting and maintaining any hedges so that they do not grow over any paths or neighbouring land. If you fail to keep your garden tidy, we will write and ask you to. If you then fail to do so, we may get the work done and we will charge you the cost of doing this.
2. You must keep your garden free from rubbish, household items, rubble, rodents and pet droppings so that the area does not become a nuisance or health risk to others. We may take legal action to have the items removed and then charge you the cost of doing this.
3. You must not allow any tree or bush to be planted where the roots or branches can cause damage, nuisance or a danger to others or block or get in the way of pavements, shared areas or neighbouring gardens.
1. Existing or new timber sheds, greenhouses and conservatories are your responsibility to maintain and replace. If any of these are already there when you take over the tenancy, they are your responsibility unless we tell you otherwise.
5. You must get our written permission before you:
  - install decking or a conservatory, greenhouse, fence, wall, garage, shed, patio, aviary, pigeon loft, fishpond, pool or other structure in your garden; or
  - remove or destroy any bushes, hedges or trees; or
  - remove, alter or replace any fencing or boundary.

## Section 5 - Nuisance and antisocial behaviour

### 1. General

- (a) We will not accept any nuisance or antisocial behaviour and will take firm action to tackle this. We have a number of tools available to us to ~~will use any method we have available to~~ tackle nuisance and antisocial behaviour and we will use whatever tool we consider reasonable and proportionate in the circumstances, which<sup>[r5]</sup> may, ~~including using include mediation, an~~ acceptable behaviour contracts, a demotion order, injunctions, exclusion orders or a possession order. ~~We will apply to the courts to demote your tenancy, get a possession order or an antisocial behaviour injunction, or take any legal action we can to stop the behaviour. Where appropriate we will work with the police to prosecute you, or take action ourselves if we have the legal right, which may then lead to eviction. Working together with Surrey Police, we may also get an antisocial behaviour order against anyone causing a persistent nuisance.~~

### 2. Your responsibilities

- (a) You are responsible for the behaviour of all people, including children, who live in or visit your home. You are responsible for their behaviour in the property, on surrounding land and in shared areas. You, anyone living with you and anyone visiting the property must not behave, or encourage others to behave, in an antisocial way towards anyone else in the house, or anyone living in or lawfully visiting the neighbourhood or our offices. Unacceptable behaviour includes the following.
- Anything that causes or is likely to cause a nuisance, harassment, alarm or distress.
  - Anything that interferes with the peace, comfort, or well-being of other people.
  - Anything that interferes with security or safety equipment in flats, shared blocks of flats or maisonettes, or sheltered-housing schemes.
  - Carrying out domestic violence or threatening violence against any other person, or allowing this to happen.
  - Harassing, intimidating or using mental, emotional, physical, racist, homophobic or sexual abuse to make anyone who lives with you leave the property.
  - Intimidating, harassing, or threatening to harass anyone in the local area for any reason.

**Examples of harassment include:**

- racist behaviour or language;
  - using or threatening to use violence;
  - using abusive or insulting words;
  - damaging or threatening to damage another persons home or possessions;
  - writing threatening, abusive or insulting graffiti;
  - doing anything that interferes with the peace, comfort or well-being of other people.
  - Using the property, the area nearby or any shared areas for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods.
  - Acting in an abusive, offensive, insulting or threatening way, harassing or threatening to harass, or using or threatening to use violence towards anyone in the local area, or to our elected members, staff, contractors or other agents.
- (b) If you are evicted because of antisocial behaviour, we may not have a duty to find you somewhere else to live.
- (c) If your front door is damaged by the police forcing their way in, for example, in a drugs raid, we will repair it for you. However, we may charge you the cost of the repair depending on the circumstances.

**3. Domestic violence and abuse**

- (a) We will not accept actual or threatened domestic violence, racial harassment or other crime in our properties. We will work with the police and the courts to prosecute and evict anyone found guilty of these acts. If one person causes or threatens violence against another person in the property, we may take legal action to remove or evict them from the property. We may not have to find you somewhere else to live if you are removed or evicted in this way.

#### 4. **Closure ~~of premises~~ order**

- (a) If we find that there is persistent disorderly, offensive or criminal behaviour, or serious nuisance is being caused, or disorder associated with the property we may serve you with a Closure Notice and apply to the court for a Closure order, or nuisance or you are supplying, using or producing class-A drugs or other illegal drugs, we will work closely with the police to get a Closure ~~of Premises~~ Order. If a Closure Order has been made, we may also take steps to end this tenancy and ask the court to make a possession order you allow your home to be used in this way, once we have a Closure of Premises Order, you will not be allowed back into your home for three months. We will also take action to get possession of your home. The Closure of Premises power also applies in cases of persistent antisocial behaviour that affects the local community.

#### 5. **Staff safety register**

- (a) We keep a safety register to list details of people, including tenants of the council, who have been reported to us for abusing staff. This is because we have a duty of care to our staff. We also use the register to list the names of people who have been responsible for antisocial behaviour or nuisance.

### Section 6 - Keeping animals and pets

1. You and any other person living in or visiting the property, including children, must not do the following:
  - Keep any livestock (cockerels, geese, sheep, pigs and so on) unless you have our written permission.
  - Keep any animal or pet we decide is unsuitable at the property.
  - Keep more than four cats or two dogs in a flat, bungalow, house or maisonette with direct access to its own garden, unless you have our written permission.
  - Keep any cats or dogs if you live in any type of property with no direct access to its own garden, unless you have our written permission.
  - Keep any animal or pet if you live in a sheltered housing scheme unless you have our written permission.
  - Breed any animal at the property for financial gain.
  - Keep any breed of dangerous dog or any illegal breed of animal.
  - Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our staff, contractors and agents.

- Allow your pet to foul in the shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and get rid of any dog or cat mess hygienically.
2. You must keep all dogs secure in another room when any of our officers or contractors visits you.
  3. If your animal or pet causes a nuisance to any council officer, contractor or anyone else, we will ask you to remove it from the property.

## Section 7 - Vehicles and parking

1. Within the property that is part of your tenancy, you and any other person living in or visiting the property, including children, must not do the following.
  - Park any vehicle unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover.
  - Park any motorhome, caravan, boat or business vehicle so that it causes a nuisance to neighbours or without our written permission.
  - Allow anyone, other than people who live with you or your visitors to park any vehicle.
  - Carry out vehicle repairs, which are a nuisance to anyone in the area, or in our opinion are damaging to the property or do not keep to planning permission or the law.
  - Allow others to live in any caravan or motorhome.
  - Keep motorised vehicles inside your home but you can keep mobility scooters if you have our written permission.
2. In the area around your home that we own, including the shared areas, parking areas, grassed areas or roads on the estate, you and any other person living in or visiting the property, including children, must not do the following:
  - Allow any oil or dangerous fluids to leak from vehicles parked on any land, including roads.
  - Carry out vehicle repairs, which are a nuisance to anyone in the area, or in our opinion are damaging to the neighbourhood or do not keep to planning permission or the law.
  - Park or keep any private or business vehicle, motorhome, caravan or boat, larger than three tons unless you have our written permission.
  - Leave or store any vehicle that is unroadworthy, without a road fund licence~~untaxed~~ or uninsured without getting our written permission. This includes vehicles with a Statutory Off Road Notice (SORN). We will only give permission for this in special cases and for a temporary period. If you do this without our permission, we will give you seven days notice to remove the vehicle. After this time we will remove it and charge you the cost of doing this. If we consider that the vehicle is in a dangerous position or condition, we will remove it without notice. We will not be responsible for damage to your vehicle if we have to remove it.



- Park in a way that causes an obstruction to other road users, including the emergency services vehicles.
  - Keep or park any mobility scooter or similar vehicle on our land or grassed areas without our written permission.
  - Allow others to live in any caravan or motorhome.
- 3 You and any other person living in or visiting the property, including children, must not do the following:
- Sell, rent or give away a parking space or garage that we provide for you.
  - Build a parking space, garage, hard standing or driveway without our written permission.

## **Section 8 - Repairs and maintenance**

### **1. Our responsibilities**

- (a) We will keep the structure and outside of your home in good repair. This means we will repair things such as windows and outside doors, roofs, drains, gutters and pipes outside the property.
- (b) We will keep all the installations for supplying you with water, electricity, gas and sanitation facilities in good repair and working order, as long as we installed these. This includes sinks, toilets, basins and baths. This does not include other fixtures and fittings or your own appliances that use water, gas or electricity. It also does not include any gas, electric or water meters that serve your home, as these are the responsibility of the companies who supply these services to you.

- (c) We will keep in good repair and working order any heating installations (including for heating the water) that we have installed in your home.
- (d) We will keep all shared areas and items that are our responsibility in a good state of repair. This means we will repair things such as shared entrance doors, staircases and hallways.
- (e) We will keep all shared services, such as lighting in corridors and door-entry systems, in good repair and working order.
- ~~(f) We will usually carry out more repairs<sup>[r6]</sup> than the legal minimum.~~
- ~~(g) You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property that we are responsible<sup>[r7]</sup> for.~~
- (fh) We will make sure we remove our rubbish, building materials and equipment from your home within a reasonable time after carrying out repair work and will try to keep disruptions to a minimum.
- (gi) We will carry out repairs within timescales set by law or within a reasonable time of becoming aware of them. If we do not, under Section 96 of the Housing Act 1985 (the Right to Repair), there are regulations stating that, depending on certain conditions, we will pay you compensation.

## 2. Your responsibilities

- ~~(a) (a) You must look after your home in a reasonable and responsible way.~~
- ~~(b) You must report to the Housing Repairs Service immediately any repairs that need carrying out to your property that we are responsible for.~~
- (cb) There are some types of repair that are your responsibility. These include:
- decorating the inside of the property;
  - replacing broken glass;
  - getting into the property, and getting a new set of keys, if you have lost your keys;
  - replacing door catches and door handles inside the property;
  - replacing loose or broken toilet seats;
  - replacing sink and bath plugs and unblocking sinks, baths and toilets;
  - repairing or replacing gas cookers, gas connections and other gas appliances that belong to you;
  - dealing with gas leaks on appliances that belong to you;
  - repairing or replacing electric cookers, electrical connections and electric appliances that belong to you;
  - resetting electrical trips;
  - replacing fuses to appliances;
  - replacing light bulbs;
  - replacing smoke detector batteries unless we have hard fitted<sup>[r8]</sup> thewired the smoke detector;

- dealing with phones and phone connections, TV aerial points and any other equipment which needs connection points;
- dealing with digital TV cables, internet connections and other technology connections;
- treating mould growth, unless this is caused by a fault we are responsible for;
- replacing damaged or missing tiles to hearths or surrounds. However, if there is a gas fire or back boiler in the fireplace, we will remove this for you.

(de) You must keep all grates, grids, drains and gullies clean and clear except gutters that catch water from the roof, which are our responsibility.

(ed) You must not do anything to deliberately block toilets and sinks.

(fe) If you, your friends, relatives, children or any other person living in or visiting the property damages any items, you are responsible for repairing, renewing or replacing these items at your own cost even if they are normally our responsibility. If we have to carry out the work, we will charge you the cost of the work.

(gf) You are responsible for decorating the inside of your property to keep it in a good condition.

(h) You are responsible for managing condensation levels inside your property by properly ventilating and heating it. You should not try wet clothes and possessions inside the property on or by radiators or heaters.

### 3. Criminal damage to your home

- (a) If you are the victim of criminal damage to any part of your home, you must report the matter to Surrey Police and get a crime reference number. We will then check if someone else caused the damage illegally. If we are satisfied that it was someone else, we will carry out the repair at no charge to you. If we are not satisfied, we will charge you the cost of the repairs.

### Section 9 - When you need our written permission

1. In this agreement, we have mentioned instances where you need written permission. This means you must seek our permission before you do what you intend to do. What you require our permission to do and what you are entitled to do will vary depending upon the type of tenancy you have. Your can check what you are entitled to do by looking at the relevant section of this agreement or by looking on our website or by speaking to the Housing Team
2. Where applicable, we will not unreasonably withhold our permission. If we give our permission, we may also set certain conditions.
3. Below is a list of the main things you need to ask our written permission for:

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- Making structural changes, alterations, improvements or additions to the property. Building a parking space, garage, hard standing, driveway<sup>[19]</sup>, conservatory or similar structure, shed, greenhouse, patio, aviary or pigeon loft.
- Installing gas appliances and extra electrical circuits, for example, a shower or cooker, or extra sockets you will also need certificates from the company who installs them.
- Running a business from your home.
- Removing, replacing or planting any hedge, fence or tree at the property.
- Installing decking, a fishpond, pool or similar structure in your garden.
- Keeping more than four cats or two dogs in a house, bungalow, flat or maisonette with direct access to its own garden.
- Keeping any cats or dogs if you live in a property that does not have direct access to a garden.
- Keeping any animals if you live in a sheltered-housing scheme.
- Fitting a CB or amateur-radio aerial, satellite dish or closed-circuit television system to the property or within its boundaries.
- Subletting any part of the property
- Exchanging or transferring your home.
- Being away from the property for more than four weeks.
- Parking any motorhome, caravan, boat or business vehicle within the property that is part of your tenancy.
- Parking or keeping any private or business vehicle, motorhome, caravan or boat, larger than three tons in the area around your home that we own, including the shared areas, parking areas, grassed areas or roads on the estate.
- Leaving or storing any vehicle that is unroadworthy, untaxed or uninsured in the area around your home that we own, including the shared areas, parking areas or on the estate.
- Keeping or parking any mobility scooter or similar vehicle in your home, on our land or on grassed areas.

## Section 10 - Charging you

1. We will not make any charges if the court or the law says that we cannot do so. If any of the conditions say that we can charge you our costs, we will only charge you our reasonable costs, which you agree to must pay. We will send you a bill, letting you know the amount of costs in each case. We will also explain why we are asking you to pay them. If you don't agree that you should have to pay our costs, we may have to go to court to ask for an order for you to pay. The court will then consider all the circumstances and your views and decide whether you should pay and, if so, how much.
2. If we are aiming to recover our legal costs because of legal action we are taking against you, this means that we will ask the court for reasonable costs. The court will decide if you should pay the costs and if so, the amount.

## Section 11 - Definitions

This section explains what some of the words and expressions in this document mean.

### **Acceptable behaviour contract**

An acceptable behaviour contract is a voluntary written agreement between a person who may have been involved in antisocial behaviour and one or more local agencies whose role it is to prevent this kind of behaviour (for example, the police and our housing service). Acceptable behaviour contracts are most commonly used for young people but may also be used for adults.

### **Antisocial behaviour**

Antisocial behaviour is any act, or failure to do something, which causes, or is likely to cause nuisance, harassment, alarm or distress or which interferes with the rights, peace, comfort or convenience of other people living in, working in or visiting the local area. Nuisance includes behaviour that is harmful to the health and welfare of others, offensive, abusive or annoying. Some examples of this would be playing loud music, loud arguments or shouting, physical or spoken abuse to others, criminal damage to property, dangerous driving, visitors to your home who cause a disruption to others, door slamming and uncontrolled or barking dogs. This behaviour can result in us taking legal action and we may report the behaviour to the police or other agencies.

### **Boundary**

An enclosed area or the edge of the land around your home that is part of your tenancy.

### **Demoted tenancy**

A demoted tenancy replaces a secure tenancy or flexible tenancy after the court has made an order as a result of antisocial behaviour. As a demoted tenant you lose certain rights including the right to buy and the right to exchange.

### **Fixtures and fittings**

These items include kitchen units, bathrooms and ~~sanitaryware~~sanitary ware (sinks, toilets, basins and so on), plumbing systems, electrical circuits, sockets, switches, lamp holders, doors and locks, and glass in windows and doors.

### **Flexible Tenancy**

A flexible tenancy is a type of secure tenancy which lasts for a fixed period of time which is granted under Section 107A of the Housing Act 1985. A “flexible tenant” is a tenant under a flexible tenancy.

### **Garden**

When we say garden, we mean lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and any piece of land belonging only to the property and forming part of your tenancy.

### **Introductory Tenancy**

An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An “introductory tenant” is a tenant under an introductory tenancy, and the “introductory period” is the duration of the introductory tenancy.

**Livestock**

Livestock includes cockerels, ducks, pigeons, pigs, goats, sheep, horses, cattle and other similar animals.

**Local area**

The whole of the estate or area the property is in, including privately owned or housing association properties.

**Lodger**

A lodger is a person who pays you money to let them live in a bedroom in your property.

**Neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, tenants of other landlords and their families and visitors.

**Notices**

A formal notice in writing (which could be in the form of a letter) from us to you or from you to us, for example, a Notice of Seeking Possession, ending a secure tenancy or applying for the right to buy.

**Pet**

Normally we mean cats and dogs, small animals (such as hamsters), birds, insects, reptiles, spiders and fish.

**Possession**

The right to live in your home.

**Possession order**

An order the court gives us that gives possession of your home back to us.

**Relative**

A relative is someone who is your parent, child, grandparent, brother, sister, uncle, aunt, nephew, niece, stepfamily member or adopted child.

**Relevant agency**

These include the police, social services, health authorities, support agencies (for example, Citizens Advice Bureau, debt advice agencies, Surrey Law Centre, mental health and drug support agencies), other local authorities that are relevant to your circumstances, HM Revenue and Customs, Jobcentre Plus and other housing benefit departments.

**Secure tenancy**

A secure tenancy is a periodic weekly tenancy granted under the Housing Act 1985. A "secure tenant" is a tenant under a secure weekly periodic tenancy.

**Shared areas**

The parts of the building which all tenants have the right to use in connection with their property, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas, drying areas and so on.



**Sublet**

To give another person the right to live in part but not all of the property (where you do not share any facilities as they have their own).

**Structural changes, alterations, improvements, additions**

This is anything you want to do which would change the layout or the features of your home including changes to fittings such as in the kitchen or bathroom. It is very important that you do not remove any walls.

**Succession**

Passing on the tenancy to someone who has the right to it by law after the first tenant has died. If you take over the property and it is too large for your needs, we may ask you move to a smaller home. If you don't agree to move, we will get a court order.

**Vehicle**

A car, bus, lorry, motorcycle, bicycle, boat, trailer, caravan, motorhome, or similar.

**Visitor**

Any person who does not live with you but who has come to see you at your home, is staying with you, is visiting your neighbours, or is passing through or staying in the local area.

**Section 12 - Succession Rules**

1. If you die whilst you are a tenant, and you are not yourself a successor, your tenancy will pass to a surviving joint tenant or your spouse/civil partner (or someone living with you as a spouse or civil partner) provided they were living with you at the time of your death and the property is their only or principal home. If you are an introductory tenant, your spouse/civil/other partner must also have resided with you for 12 months before your death, although living with<sup>[r10]</sup> you at another property also counts. Other family members as defined by s113 of the Housing Act 1985 may be able to succeed to an introductory tenancy under statute.
2. A successor is someone:
  - Who obtained this tenancy or a previous tenancy from us as a result of the death of the previous tenant
  - Who was a joint tenant but following the death of the other joint tenant is now a sole tenant
  - Who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings.
3. Where there is no surviving spouse/civil partner/other partner, then at any time when you are a secure or flexible tenant, we will not permit succession to take place to any other person.
4. If you are a secure or flexible tenant, we may, at our sole discretion, consider<sup>[r11]</sup> granting a new tenancy of the property for a fixed term, or if a flexible tenancy for the remainder of any fixed term, to a member of your family (as defined by s113 of the Housing Act 1985), provided that:

- You are not a successor as defined by section 12 (2) above
- They were resident with you for a continuous period of 12 months ending with your death
- They apply to us in writing to be granted a new tenancy within 3 months from the date of your death.

Alternatively we may offer your family member a tenancy of an alternative dwelling. We can decide who (if anyone) will be granted a new tenancy if more than one person applies.

If we do not offer anyone a tenancy of the property, we will take legal action to evict them.

5. Where a spouse/civil partner/other partner succeeds to a secure tenancy under s12 (1), they will<sup>[r12]</sup> obtain whatever type of tenancy the law prescribes at the time, for example a secure tenancy, or upon the immediate end of the secure tenancy, a fixed term tenancy for five years.

~~1. A person is qualified to succeed the tenant either under Section 131 of the Housing Act 1996 or Section 87 of the Housing Act 1985, which state that a person may succeed the tenant: if he occupies the dwelling-house as his only or principal home at the time of the tenants death and either:~~

~~—— (a) — he is the tenants spouse or civil partner; or~~

~~—— (b) — he is another member of the tenant's family and has resided with the tenant throughout the period of twelve months ending with the tenant's death;~~

~~—— unless, in either case the tenant was himself defined as a successor.~~

## **Additional Terms for Introductory Tenancies Only**

### **Section 13 – Altering your tenancy agreement**

- 1 In addition to those rights set out in Section 1 Clause 12 we also have the legal right to change the tenancy conditions of this agreement after consulting with you.

### **Section 14 – Structural changes, alterations, improvements or additions**

- 1 You must not make any structural changes, alterations, improvements or additions to the property. This includes fitting a CB or amateur radio, aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it.
- 2 If you consider that the property requires an adaptation or improvement please contact the Housing Team to discuss your requirements.

### **Section 15 – Ending your tenancy**

#### **1. General**

~~(a) (a)~~ You can end your tenancy at any time but you should ~~must~~ give at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday – and the keys must be returned to our offices by 9.30 am the following Monday morning. Such a notice by one joint tenant, whether with the knowledge<sup>[r13]</sup> or consent of the other joint tenant will end the tenancy. We can, at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

(b) You must allow our officers or contractors into your home to inspect its condition before you leave.

(c) Before you leave, you must report all repairs that are needed and carry out any repairs that you are responsible for.

## 2. Moving out of your home

(a) You must give us vacant possession of your home when this notice period has ended. This means there must not be anyone else living in the property when you leave.

(b) If you leave anyone in the property, we will treat them as a trespasser and take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(d) You must pay all the rent and other charges up to the date your tenancy ends. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt.

(e) When you move out, you must leave your home empty, clean and in a good state of repair and decoration. This includes the loft space, garden, garage, shed or any other outbuilding or land you are responsible for. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs. ~~We will charge you the cost~~ if we have to remove any of your belongings or rubbish after you have left.

(f) You must repair any damage or replace any missing fixtures and fittings. If we need to do any work which is more than putting right 'fair wear and tear', you agree to pay our ~~we will charge you the~~ costs of doing the work.

(g) You must tell us your new address and the gas and electricity supply companies you have used.

(h) Please remember that we will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until the day your tenancy should have ended.
- We will charge you our costs if we have to clear rubbish or personal belongings left behind in the property or within the boundaries of the property.
- We will charge the costs involved in repairing damage to the property or changing locks.
- If you have allowed someone to stay in the property after you have moved out, we will charge you the legal cost to remove them and the cost of any repairs that are needed.

### **Section 16 Grounds for Possession:**

1 The Council will only take steps to recover possession of your home in the following circumstances:

- (a) If you break any of the terms or conditions of this tenancy agreement. (If the court grants the Council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted).
- (b) Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy.
- (c) If the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property Council may end the tenancy by serving you with a 'notice to quit'.

## **Additional Terms for Flexible Tenancies Only**

### **Section 13 – Additional Rights as a Flexible Tenant**

1 In addition to those rights set out in Section 1 Clause 2, as a flexible tenant you also have the following rights, depending upon your circumstances:

(a) You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this but must notify us in advance of the name and age of who is to living in your home.

(b) You can sublet part of your home but you must get our written permission first. You must not sublet all of your home. You are responsible for the behaviour of your lodgers or subtenants and responsible for making sure they move out at the end of the tenancy.

(c) ~~Under sections 91 and 92 of the Housing Act 1985, y~~ou can exchange your home with another tenant of a local authority or registered social landlord. You and the other tenant must have written permission from each landlord before you exchange. We can refuse to consent to an exchange on grounds set out in legislation.

(d) You can transfer your tenancy to someone else, using a deed of assignment, if you have our written permission and:

- you do so through a ‘mutual exchange’ or
- you want to transfer the tenancy to someone who would have the right to succeed to it if you died, as defined in the Housing Act 1985.

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

(e) You can buy your home if you qualify to do so unless you live in sheltered housing or other housing that is particularly suitable for elderly people.

(f) You can make improvements as long as you get our written permission first. We will only refuse permission if we have a good reason for doing so.

(g) When your tenancy ends, you have the right to ask us to pay you compensation for some types of improvements you have made if we gave you our written permission for them.

## Section 14 – Additional Conditions applying to exchanges

- 1 If you are exchanging your home with another tenant, you must give our staff, contractors or agents access to inspect and carry out health and safety checks such as ~~and~~ servicing ing the gas, electrical and other installations. If we ~~cannot~~ ~~don't~~ carry out these inspections and checks, we can prevent a mutual exchange from taking place.
- 2 If you are exchanging your home with a tenant of another council or housing association, you will have to accept the condition your new home is left in by the previous tenant and take over responsibility for decorations and so on.
- 3 You will also be responsible for maintaining and repairing any improvements or alterations the previous tenant made, unless we agree in writing to be responsible for them.
- 4 You will be responsible for making sure that the property you are leaving is left in a clean and tidy condition and for removing all belongings rubbish and litter. ~~We inspect properties and carry out health and safety checks before we agree to~~ ~~an exchange.~~ <sup>[r14]</sup>

## Section 15 – Structural changes, alterations improvements or additions

- 1 You must not make any structural changes alterations improvements or additions to the property without our written permission. This includes items such as using polystyrene, artex or similar products, laying laminate or similar flooring. This is not a complete list.
- 2 If we give our permission, we may set certain conditions. If you do not meet the conditions, we will withdraw our permission and you will have to put the property back to how it was at your own expense. If you do not, we will carry out the work and charge you the cost of the work. If we refuse permission, we will give you



our reasons in writing. You will **also** need to have any other permission, such as planning permission or building regulation approval (or both), as appropriate.

- 3 If the work you want to do includes electrical work, it will need to be carried out by a contractor registered with the National Contracting (NICEIC) or an equal organisation approved by the Government, which can keep to all current regulations and standards. You will need to give us a certificate under part P of the Building Regulations.
- 4 If the work you want to do involves gas, the work will need to be carried out by a contractor registered with Gas Safe who can keep to the Gas Safety (Installation and Use) Regulations and other relevant industry standards. You will need to give us a Building Regulations Compliance Certificate when the work is done.
- 5 You are responsible for repairing and maintaining any improvements, fixtures and fittings that you install at the property. These improvements will become our property when you move out. You may take them with you when you move but you must put the property back to the way it was before you improved it. If you cause any damage or if you don't put the property back the way it was, you agree to pay us the~~we will charge you the~~ cost of any work needed.
- 6 When you end your tenancy, you may be entitled to compensation for your improvements if you leave them in the property. The rules for this are in Section 99A of the Housing Act 1985 and you must have received our written permission for the improvements.
- 7 If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.
- 8 You must not fit a CB or amateur radio aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it unless you have our written permission.

## **Section 16 – Ending your Tenancy**

## 1 General

You can end your tenancy at any time by giving the Council at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30am the next day.

We can, at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

In the case of joint tenants, one tenant can end the tenancy by giving the Council notice in the same way, regardless of the views of any other joint tenant(s).

(a) This right to end the tenancy:

- (i) May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- (ii) Is in addition to the statutory right of termination given by Section 107C of the Housing Act 1985, namely by a written notice of 4 weeks<sup>[r15]</sup>, which can only be given if you do not have rent arrears and are not otherwise in material breach of your tenancy.
- (iii) Does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

~~(b)~~(a) Once you have given a notice under Section 16 1 (a) above you must allow our officers or contractors into your home to inspect its condition before you leave.

~~(e)~~(b) Before you leave you must report all repairs that are needed and carry out any repairs that you are responsible for.

## 2 How the Council may end your tenancy

### During the fixed term

#### Statutory grounds

- (a) Providing your flexible tenancy is secure the Council may end it by obtaining an order of the court for possession of the property and by the execution of

the order. The Council may seek such an order on any of the statutory grounds for possession in force at the time an order is sought.

#### Break notice

(b) If your fixed term tenancy is not secure because either:

(i) the sole or both joint tenants have died; or

(ii) you have ceased to reside in the property as your only or principal home<sup>[r16]</sup> then the Council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice').

(c) If your tenancy is demoted by order of the court.

~~service ('a break notice'). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of Section 80 of the Housing Act 1985 is not satisfied.~~

~~(e) Without prejudice to the above, if your fixed term tenancy is not secure then the Council may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:~~

~~(i) the sole tenant has died, or~~

~~(ii) all joint tenants have died.~~

#### Forfeiture

(d) Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the Council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the Council will not forfeit by re-entering the property.

(e) Forfeiture does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or

other charges or any other breach of the tenancy conditions which took place before the tenancy ended. All service charges and all other charges are recoverable as if they are rent.

- (f) This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

At the end of the fixed term~~after the fixed term~~

(g) Between Nine and Six months before the end of the fixed period, we will carry out a review of your tenancy to decide whether we will renew your tenancy and if so on what terms. This will take into account all the circumstances as they exist at that time, including:

- (1) any changes to your household make up or occupation,
- (2) your income, savings and assets and any other financial resources
- (3) Any vulnerability of the tenant and members of the household

(h) You agree to provide details of your household circumstances, income, savings, assets and any other financial resources on request, to enable the review to be carried out. If you fail to do so, we will not renew your tenancy.

(i) Not later than 6 months before the end of the fixed term we will send<sup>[r17]</sup> you a notice telling you whether we will:

Option 1: Offer you a new tenancy of the property at the end of this current tenancy;

Option 2: End this tenancy and seek possession of the property but offer you a tenancy of another property instead; or

Option 3: End this tenancy and seek possession of the property without offering you a new tenancy.

(j) If we decide not to renew your tenancy of this property we will tell you why we have made that decision. You will have the legal right to ask us to review our decision. You will have 21 days to request a review from the date the notice is served. Details of how to request a review and the time limit for doing so will be given in the notice.

~~(g) If we decide not to renew your tenancy and either you do not ask us for a review or we confirm our original decision, we will give you a notice requiring possession under Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the Council may seek a court order to evict you by following the statutory procedure in Section 107D (4) of the Housing Act 1985. The date after which we will require possession will not be earlier than the natural end date of your flexible tenancy or less than 2 months after the date we serve the Notice on you. If you do not leave by that date, we are entitled to ask the court to make an order for possession. In summary, this means:~~

~~— (i) Giving you not less than six months' written notice:~~

- ~~— 1. Stating that the Council does not propose to grant another tenancy on the expiry of the flexible tenancy,~~
- ~~— 2. setting out our reasons for not proposing to grant another tenancy, and~~
- ~~— 3. informing you of your right to request a review of our proposal and of the time within which such a request must be made.~~

~~— (ii) Giving you not less than two months' written notice stating that the Council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.~~

~~— (iii) Carrying out any review that you seek.~~

~~— (iv) Obtaining a court order.~~

~~(h) If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.~~

~~(i) If your fixed term tenancy has ended and it was secure when it ended but [r18] has subsequently ceased to be secure then you may become a trespasser after service by the Council of a notice to quit.~~

### 3 Moving out of your home

(a) You must give us vacant possession of your home when this notice period has ended. This means there must not be anyone else living in the property when you leave. If you have any lodgers or subtenants they must move out at the same time as, or before, you.

(b) You cannot transfer your tenancy to someone else unless you are carrying out a transfer or exchange which we have approved. If you do leave anyone in the property, we will treat them as a trespasser and take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(d) You must pay all the rent and other charges up to the date your tenancy ends. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt.

(e) When you move out, you must leave your home empty, clean and in a good state of repair and decoration. This includes the loft space, garden, garage, shed or any other outbuilding or land you are responsible for. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs ~~We will charge you the cost~~ if we have to remove any of your belongings or rubbish after you have left.

(f) You must repair any damage or replace any missing fixtures and fittings. If we need to do any work which is more than putting right 'fair wear and tear', you agree to pay our ~~we will charge you the~~ costs of doing the work.

(g) You must tell us your new address and the gas and electricity supply companies you have used.

(h) Please remember that we will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until the day your tenancy should have ended.
- We will charge you our costs if we have to clear rubbish or personal belongings left behind in the property or within the boundaries of the property.
- We will charge the costs involved in repairing damage to the property or changing locks.
- If you have allowed someone to stay in the property after you have moved out, we will charge you the legal cost to remove them and the cost of any repairs that are needed.



## **Additional Terms for Secure Tenancies Only**

### **Section 13 – Additional Rights as a Secure Tenant**

1 In addition to those rights set out in Section 1 Clause 2, as a secure tenant you also have the following rights, depending upon your circumstances:

(h) You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this but must notify us in advance of the name and age of who-of-who is to liveing in your home.

(i) You can sublet part of your home but you must get our written permission first. You must not sublet all of your home. You are responsible for the behaviour of your lodgers or subtenants and responsible for making sure they move out at the end of the tenancy.

(j) ~~Under sections 91 and 92 of the Housing Act 1985, Y~~ you can exchange your home with another tenant of a local authority or registered social landlord. You and the other tenant must have written permission from each landlord before you exchange. We can refuse to consent to an exchange on grounds set out in legislation.

(k) You can transfer your tenancy to someone else, using a deed of assignment, if you have our written permission and:

- you do so through a 'mutual exchange' or
- you want to transfer the tenancy to someone who would have the right to succeed to it if you died, as defined in the Housing Act 1985.

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

(l) You can buy your home if you qualify to do so unless you live in sheltered housing or other housing that is particularly suitable for elderly people.

(m) You can make improvements as long as you get our written permission first. We will only refuse permission if we have a good reason for doing so.

(n) When your tenancy ends, you have the right to ask us to pay you compensation for some types of improvements you have made if we gave you our written permission for them.

### **Section 14 – Altering your tenancy agreement**

- 1 In addition to those rights set out in Section 1 Clause 12 we also have the legal right to change the tenancy conditions of this agreement after consulting with you.

### **Section 15 – Additional Conditions applying to exchanges**

- 1 If you are exchanging your home with another tenant, you must give our staff, contractors or agents access to inspect and carry out health and safety checks such as ~~and~~-servicing the gas, electrical and other installations. If we ~~cannot~~don't carry out these inspections, we can prevent a mutual exchange from taking place.
- 2 If you are exchanging your home with a tenant of another council or housing association, you will have to accept the condition your new home is left in by the previous tenant and take over responsibility for decorations and so on.
- 3 You will also be responsible for maintaining and repairing any improvements or alterations the previous tenant made, unless we agree in writing to be responsible for them.
- 4 You will be responsible for making sure that the property you are leaving is left in a clean and tidy condition and for removing all belongings rubbish and litter. ~~We inspect properties and carry out health and safety checks before we agree to an exchange.~~

### **Section 16 – Structural changes, alterations improvements or additions**

- 1 You must not make any structural changes alterations improvements or additions to the property without our written permission. This includes items such as using polystyrene, artex or similar products, laying laminate or similar flooring. This is not a complete list.

- 2 If we give our permission, we may set certain conditions. If you do not meet the conditions, we will withdraw our permission and you will have to put the property back to how it was at your own expense. If you do not, we will carry out the work and charge you the cost of the work. If we refuse permission, we will give you our reasons in writing. You will **also** need to have any other permission such as planning permission or building regulation approval (or both), as appropriate.
- 3 If the work you want to do includes electrical work, it will need to be carried out by a contractor registered with the National Contracting (NICEIC) or an equal organisation approved by the Government, which can keep to all current regulations and standards. You will need to give us a certificate under part P of the Building Regulations.
- 4 If the work you want to do involves gas, the work will need to be carried out by a contractor registered with Gas Safe who can keep to the Gas Safety (Installation and Use) Regulations and other relevant industry standards. You will need to give us a Building Regulations Compliance Certificate when the work is done.
- 5 You are responsible for repairing and maintaining any improvements, fixtures and fittings that you install at the property. These improvements will become our property when you move out. You may take them with you when you move but you must put the property back to the way it was before you improved it. If you cause any damage or if you don't put the property back the way it was, we will charge you the cost of any work needed.
- 6 When you end your tenancy, you may be entitled to compensation for your improvements if you leave them in the property. The rules for this are in Section 99A of the Housing Act 1985 and you must have received our written permission for the improvements.
- 7 If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.

- 8 You must not fit a CB or amateur radio aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it unless you have our written permission.

## Section 17 – Ending your tenancy

### 1 General

(a) You can end your tenancy at any time but you must give at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30 am the next day. Such a notice by one joint tenant, whether with the knowledge or consent of the other joint tenant, will end the tenancy.

We can at our discretion waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.

(b) You must allow our officers or contractors into your home to inspect its condition before you leave.

(c) Before you leave, you must report all repairs that are needed and carry out any repairs that you are responsible for.

### 2 Moving out of your home

(a) You must give us vacant possession of your home when this notice period has ended. This means there must not be anyone else living in the property when you leave. If you have any lodgers or subtenants they must move out at the same time as, or before, you.

(b) You cannot transfer your tenancy to someone else unless you are carrying out a transfer or exchange which we have approved. If you do leave anyone in the property, we will treat them as a trespasser and take legal action to evict them. We will aim to recover from you the cost of taking this legal action.

(c) You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.

(d) You must pay all the rent and other charges up to the date your tenancy ends. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt.

(e) When you move out, you must leave your home empty, clean and in a good state of repair and decoration. This includes the loft space, garden, garage, shed or any other outbuilding or land you are responsible for. You agree that if you leave anything in your home and garden we can dispose of it. You agree to pay us our costs~~We will charge you the cost~~ if we have to remove any of your belongings or rubbish after you have left.

(f) You must repair any damage or replace any missing fixtures and fittings. If we need to do any work which is more than putting right 'fair wear and tear', you agree to pay us our~~we will charge you the~~ costs of doing the work.

(g) You must tell us your new address and the gas and electricity supply companies you have used.

(h) Please remember that we will charge you any of the following at the end of your tenancy:

- If you do not end the tenancy properly, we will charge you extra rent up until the day your tenancy should have ended.
- We will charge you our costs if we have to clear rubbish or personal belongings left behind in the property or within the boundaries of the property.
- We will charge the costs involved in repairing damage to the property or changing locks.
- If you have allowed someone to stay in the property after you have moved out, we will charge you the legal cost to remove them and the cost of any repairs that are needed.

## Grounds for Possession of Secure and Flexible Tenancies

This section contains the circumstances in which the court may give possession of your home back to the Council.

We are entitled to rely on any of the grounds for possession that are in force at the time we take action.

The following is a summary of the grounds in force at the time this model tenancy agreement was drafted but we are entitled to rely on any of the grounds for possession that are in force at the time we take action.

~~This section contains the circumstances in which the court may give possession of your home back to the Council. They are exactly as they are written in the law in Schedule 2 of the Housing Act 1985 Grounds for Possession of Dwelling-houses let on Secure Tenancies. If the court grants possession you may have to give up your home.~~

**Part I Summary Grounds on which the court may order possession if it considers it is reasonable – we are entitled to rely on the full grounds as set out in legislation and amended from time to time.**

### GROUND 1 TO 8

#### Ground 1:

Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not preformed.

#### Ground 2:

The tenant or person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a~~which is a~~ nuisance or annoyance to persons in the locality of the property, neighbours, or has been guilty of conduct causing or likely to cause a nuisance or annoyance o the landlord or a person employed by the landlord in connection with the landlord's housing management function, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence in or in the locality of the property.-

#### Ground 2ZA:

The Tenant or an adult residing in the Property has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom

#### Ground 2A:

You have caused your spouse or partner to leave the Property by the use or threat of violence

#### Ground 3:

The condition of the dwelling-house or of any of the common parts has deteriorated owing to acts of waste by, or the 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 neglect or the 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.

**Ground 4:**

The condition of furniture provided by the landlord for use under the tenancy, or for use in the common parts, has deteriorated owing to ill-treatment by the tenant or a person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or a sub-tenant of his, the tenant had not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.



**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.-

**Ground 6:**

The tenancy was assigned to the tenant, or to a predecessor in the title of his who is a member of his family and is residing in the dwelling-house, by an assignment made by virtue of section 92 (assignments by the way of exchange) and a premium was paid either in connection with that assignment or the assignment which the tenant or predecessor himself made by virtue of that section.

**Ground 7:**

The dwelling-house forms part of, or is within the curtilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, and

- (a) the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord, or of:
- a local authority;
  - a new town corporation;
  - an urban development corporation;
  - the Development Board for Rural Wales; or
  - the governors of an aided school, and
- (b) the tenant or a person residing in the dwelling-house has been guilty of conduct such that, having regard to the purpose for which the building is used, it would not be right for him to continue in occupation of the dwelling-house.

**Ground 8:**

The dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he previously occupied as his only principal home and

- (a) the tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home;
- (b) the tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the works, the other dwelling-house was again available for occupation by him under a secure tenancy; and
- (c) the works have been completed and the other dwelling-house is so available.

**Part II Grounds on which the court may order possession if suitable alternative accommodation is available**

**GROUND 9 TO 10**

**Ground 9:**

The dwelling-house is overcrowded, within the meaning of Part X, in such circumstances as to render the occupier guilty of an offence.

**Ground 10:**

The landlord intends, within a reasonable time of obtaining possession of the dwelling-house:

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling-house; or
  - (b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house,
- and cannot reasonably do so without obtaining possession of the dwelling-house.

Ground 10A:

The dwelling-house or part of the dwelling house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Regulator of Social Housing in accordance with Part V and the landlord intends within a reasonable time of obtaining possession to:

- a. dispose of the dwelling house, or
- b. dispose of the part and reasonably requires possession of the dwelling house.

**Ground 11:**

This ground only applies when the landlord is a charity.

**Part III Grounds on which the court may order possession if it considers it is reasonable and suitable alternative accommodation is available**

## **GROUNDS 12 TO 16**

### **Ground 12:**

The dwelling-house forms part of, or is within the curtilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

- (a) the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord or of:
- a local authority;
  - a new town corporation;
  - an urban development corporation;
  - the development board for rural Wales; or
  - the governors of an aided school, and that the employment has ceased; and
- (b) the landlord reasonably requires the dwelling-house for occupation as a residence for some person either engaged in the employment of the landlord, or of such a body, or with whom a contract for such employment has been entered into conditional on housing being provided.

### **Ground 13:**

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling-house and:

- (a) there is no longer such a person residing in the dwelling-house; and
- (b) the landlord requires it for occupation (whether alone or with members of his family) by such a person.

### **Ground 14:**

The landlord is housing association or housing trust which lets dwelling-houses only for occupation (whether alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing, and

- (a) either there is no longer such a person residing in the dwelling-house or the tenant has received from a local housing authority an offer of accommodation in premises which are to be let as a separate dwelling under a secure tenancy; and
- (b) the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by such a person.

### Ground 15:

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and

- (a) a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs;
- (b) there is no longer a person with those special needs residing in the dwelling-house; and
- (c) the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by a person who has those special needs.

### Ground 15A:

The dwelling house is in England, the accommodation afforded by it is more extensive than is reasonably required by the tenant and:

- a) The tenancy vested in the tenant by virtue of s89 (succession to periodic tenancy) or s90 (devolution of term certain) in a case where the tenant was not the previous tenants' spouse or civil partner, and
- b) Notice of the proceedings for possession was served under s83 (or where no such notice was served proceedings were begun) more than six months but less than 12 months after the relevant date.

Relevant date is the date of the previous tenant's death or when the landlord became aware of the death.

In determining whether it is reasonable to make a possession order the court will also consider the age of the tenant, the period of occupation, and financial support given by the tenant to the previous tenant.

### Ground 16:

Applies to Wales only.

~~The accommodation afforded by the dwelling-house is more extensive than is reasonably required by the tenant and~~

- ~~(a) the tenancy vested in the tenant by virtue of section 89 (succession to periodic tenancy), the tenant being qualified to succeed by virtue of section 87 b (members of family other than spouse); and~~
- ~~(b) notice of the proceedings for possession was served under section 83 more than six months but less than twelve months after the date of the previous tenants death. The matters to be taken into account by the court in determining whether it is reasonable to make an order on this ground include~~

- ~~(a) the age of the tenant;~~
- ~~(b) the period during which the tenant had occupied the dwelling-house as his only or principle home; and~~
- ~~(c) any financial or other support given by the tenant to the previous tenant.~~





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## WAVERLEY BOROUGH COUNCIL

### HOUSING OVERVIEW & SCRUTINY COMMITTEE

4 JULY 2017

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**Title:**

**RESPONSE TO RECOMMENDATIONS FROM THE  
WAVERLEY SCRUTINY GROUP'S REPORT ON VOIDS**

**[Portfolio Holder: Cllr Carole King]  
[Wards Affected: All]**

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**Summary and purpose:**

To advise the Committee how the Housing Service team will address the recommendations raised in the Waverley Scrutiny Group Void Report.

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**How this report relates to the Council's Corporate Priorities:**

The report supports the Customer Service, Community Wellbeing and Value for Money corporate priorities.

**Financial Implications:**

Improved void performance will improve net rent income by reducing void rent loss. In 2016/17 the HRA recorded a £285,940 void rent loss, which equates to 0.99% of dwelling rents. The budget for 2017/18 is £291,540 which is 1% of the total dwelling rent budget. Any work on process improvements will be made within current budgets and resources.

**Legal Implications:**

There are no legal implications arising from this report.

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**1. Introduction**

- 1.1 The Housing Service is pleased to support independent tenant scrutiny and thanks the Waverley Scrutiny Group for their hard work, effort and dedication in producing the report and recommendations.
- 1.2 As part of the ongoing programme of tenant scrutiny reports, a review of how the Council manages void repairs was undertaken. The Waverley Scrutiny Group have been invited to present their report to the Committee. Please refer to Annexe 1 for the full report.
- 1.3 The report was presented by the Waverley Scrutiny Group to the Head of Housing Operations and Interim Operations Manager in May 2017. The comprehensive report covered:

- Cost of void repairs,
- Value for Money,
- Relet Standard, and
- Performance.

## **2. Report recommendations and response**

- 2.1 The report identifies ten recommendations which the Waverley Scrutiny Group concluded would result in improvements to the current void process. Please refer to Annexe 2 for all recommendations and the Council's responses.
- 2.2 The Housing Service agreed with eight recommendations. The final two recommendations need to be investigated and feasibility considered.
- 2.3 Three recommendations have already been implemented - relating to agendas and minutes, budget monitoring and data verification.
- 2.4 Work on the relet standard and recharge policy was underway prior to the report. This work will continue and support the programme of improvement recommendations.
- 2.5 The remaining seven recommendations will be investigated and implemented where appropriate by the end of September 2017.
- 2.6 A follow up meeting with Waverley Scrutiny Group has been agreed to advise of outcomes and actions which have taken place following the implementation of the agreed recommendations.
- 2.7 The routine quality performance report will identify improvement in performance arising from the implementation of the scrutiny recommendations.

## **Recommendations**

It is recommended that the Committee:

1. thanks the Waverley Scrutiny Group for their report,
2. makes any comments or suggestions on the scrutiny recommendations and Council responses,
3. supports the implementation of scrutiny recommendations, and
4. continues to monitor void performance

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## **Background Papers**

There are no background papers (as defined by Section 100D(5) of the Local Government Act 1972) relating to this report.

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## **Waverley Scrutiny Group**

# **Scrutiny Review of: Cost of Void Repairs, Value for Money and the Re-let Standard 2016/17**

## **FINAL REPORT**

**May 2017**

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## Introduction

1. This is the third scrutiny review carried out by the Waverley Scrutiny Group (WSG). The topics selected were Cost of Void Repairs, Value for Money and the Re-let Standard in Waverley's general needs housing. Work began in September 2016.
2. WSG was asked to scrutinise this service by Waverley Housing Service. The Service wanted us to review the re-let standard and make recommendations about reducing the cost of a void and delivering Value for Money as The Council's 2016 – 2019 Corporate Plan had value for money (VfM) as one of the four priorities. The Service was concerned about overspending on voids in August 2016.
3. The scrutiny review covered 'normal' voids in general needs housing. Major voids were excluded as were voids in sheltered housing and garages.
4. We set out to establish the following:
  - What is causing the over spend on the budgeted amount?
  - Does the void process minimise the time that properties are empty?
  - Should the re-let standard be changed? If so, what is the likely impact on tenant satisfaction
  - Are there any other ways of reducing the cost of normal voids?
  - Can money be reclaimed from other sources?
  - Is the Council achieving value for money in void repairs?
  - Is the Council's void service meeting the Regulator's requirements?
  - The next section of the report sets out our key findings under each of those headings.

## Key findings

### What is causing the over spend on the budgeted amount?

5. The void repairs budget for 2016/17 was £ 774,710 for general needs and sheltered scheme properties. This was increased by £ 165,000 to £ 939,710 later in the year to cover a predicted overspend.
6. The budgeted amount for a normal void property in 2016/17 was £ 2,467, which is based on an average of 310 general needs and sheltered schemes void properties a year.

7. WSG were originally provided with provisional cost data for August only as there was concern over an over spend in August. To understand what works were carried out on voids and the associated costs, WSG asked for and were provided with job work sheets for voids from April – June and for August 2016, a total of 68 voids.
8. WSG started by trying to establish the size of the over spend in August 2016. We found from the job sheets that the total cost of void repair work for the month of August on 16 general needs voids was £37,912; when the costs of gas work and some additional items, such as inspections, were included in the figure, the cost rose to £39,085. This gave an average void cost of £2,443 in August, an under-spend of £24.
9. Analysis of the job sheets of 52 void properties covering the first quarter (April –June 2016) showed an over spend of £9,175, an average overspend of £176.44 per void.
10. The job sheets were further interrogated to identify what was causing the over spend by detailing the type of works carried out and the expenditure. (See Table 1 below for detailed list of works undertaken).

**Table 1: Normal void costs April – June 2016 and August 2016 (general needs)**

Type of works	Cost of work April -June	% of total cost	Cost of work August	% of total cost
Electrics	21,915	16	9,656	25.5
Doors	19,137	14	3,647	9.6
Flooring	13,067	10	1,810	4.8
Structural	12,805	9	7,213	19
Garden	12,433	9	1,930	5.1
Sealer/damp	10,117	7	2,309	6
Kitchen	7,934	6	2,097	5.5
Bathroom	7,601	5.5	2,255	6
Decorating	7,317	5	2,619	7
Cleaning/clear	7,111	5	1,911	5
Fencing	6,571	5	0	0
Windows	5,005	3.5	945	2.5
Key safe	2,837	2	869	2.3
Plumbing	1,166	1.25	257	0.6
Misc	1,151	1.25	296	0.8
Stairs	754	0.5	98	0.3
<b>Total</b>	<b>136,921</b>	<b>100</b>	<b>37,912</b>	<b>100</b>

**Note:** Data taken from void contractor's job sheets. Gas work excluded.

11. Results for the first quarter showed the electrics had the highest percentage of spend, 16% at £21,915; though a high figure WSG was more concerned about the expenditure on doors of 14% of the overall spend with a figure of £19,137. Gardens accounted for 9% of overall spend at £12,433. Structural and flooring work was 19% of the overall spend at £26,412.
12. Every property was being provided with a new key safe; this was 2% of the overall spend at £2,837. It seemed that key safes were not removed when the voids work was completed and then re-used on subsequent voids.
13. The value of works for August (see Table 1 above), showed a higher spend ratio on electrics 25.5% and a higher spend on structural related work 19%. Key safes showed a similar percentage as the first quarter's figures. The zero figure for fencing reflected the Council's decision in July not to carry out fencing work.
14. WSG wanted to establish how the cost of work on individual void properties was monitored and controlled and we asked if the cost of work was discussed between the Waverley Voids team and the voids contractor (Mears). We were informed that weekly meetings were held with the Mears' Voids Manager and Voids Inspector, the Waverley voids team and Homechoice. Voids were discussed, including the type of work, completion dates and any issues, but costs were not reviewed at those meetings. We asked for minutes of the meetings but were told that there were no minutes taken.
15. We were told that any voids work costing more than £5,000 was discussed as part of the agenda of a separate, monthly Operations Meeting. We were unable to establish who attended those meetings or to see an agenda or minutes; we were told that due to confidential information being included in the minutes we were not able to have access to them.
16. WSG can only accept that information on void costs was discussed at those monthly meetings but cannot verify the depth of the inquiry into void costs over £5,000.

**Does the void process minimise the time that properties are empty?**

17. The spreadsheet provided to us by Mears showed that, in the first quarter of 2016/17, the average number of working days between the voids team receiving the keys and passing them over to the contractor was eleven. We

were told that the property was not handed over to Mears until an asbestos survey had been done, an Energy Performance Certificate issued and any problems with the ownership of possessions left in the property had been resolved.

18. A joint Waverley/Mears inspection is done on a Monday to agree the work needed. There is no flexibility to allow for the joint inspection on a day other than Monday.
19. Mears averaged seven working days between receiving the keys and the void being handed back to the voids team. It had by then been inspected by Mears but the Waverley/Mears joint inspection is only done on the next Friday, regardless of when the property is ready. This could mean a delay of up to five working days.
20. We found, on average, a further eleven working days were lost between the void being handed to the Voids team and the Voids team handing the property to Home Choice. An average of eleven days was then taken to let the property.
21. WSG considered that the voids process in place in April-June 2016 did not minimise the time that properties were empty. Waverley Borough Council had already recognised that and commissioned a report from a Business Analyst. The Business Analyst made six recommendations for improvement in January 2016, including joint end of tenancy visits, which were being implemented in September 2016, and a recharge process which has not yet been implemented.
22. WSG was concerned to find an inconsistency in voids performance reporting. We were shown an Overview and Scrutiny Housing Committee voids progress report for quarter one in 2016/17 which showed an average of 20 working days to re-let a normal void, meeting Waverley's target. This figure did not agree with a Completed and Occupied Voids report (updated 15 December 2016) which gave an average of 29.6 days. We cannot account for the discrepancy.

**Should the re-let standard be changed? If so, what is the likely impact on tenant satisfaction?**

23. The Asset Management Strategy (p.53) requires the re-let standard to be reviewed annually with the Tenants' Panel and other tenants. There was no



date on the version we were given and we do not know when the last revision was made.

24. We were able to view ready to let void properties and the general standard was reasonable. WSG were concerned that fitted carpets and curtains had been removed, in one case the carpet in the living room was less than 2 years old. There are ambiguities between the re-let standard given to tenants and the re-let standard given to the contractor e.g. clearance of fixtures and fittings.
25. A second area of concern was where the re-let standard states “that outstanding minor items of work will be done within 20 working days of the tenant moving in to their new home “. It does not explain what a minor item of work is and why it might not be completed before the tenant moves in. If a tenant has already taken time off work to move house, they might not be able to take off more time to allow a contractor in to complete work. It is not clear if the property is considered to have met the target time for re-let even though the voids repairs have not been completed.
26. There appears to be no viable system in place to monitor outstanding work once the property is occupied and we have concerns that the work might not be done promptly, or might not be done at all unless the tenant progress chases. There is also a possibility of the work being charged to the responsive repairs budget rather than to voids.
27. WSG was told that the re-let standard was given to incoming tenants in the new tenants’ pack. We consider that it should be presented in a form that makes them able to check that their new home is up to the standard Waverley promises. In the version we were shown, the amount of text and the size of the print made the sheets of paper uninviting to read and we would like to see a re-design carried out in consultation with tenants.
28. We asked how Waverley checked that properties met the re-let standard and were told that the Voids Officer inspected every void with the contractor and signed it off if it was up to standard. One of the Asset Management Strategy objectives is the provision of a re-let standard that meets customers’ expectations. We were disappointed to find that there is currently no survey undertaken of new tenants to ask how satisfied they were with the property, its condition and if it met their expectations. Tenant satisfaction surveys would give the Council the customer’s point of view and meet the objective as laid down in the Asset Management Strategy.

### **Are there any other ways of reducing the cost of normal voids?**

29. WSG was concerned that there seemed to be a lack of control and clarity over voids costs. Section 2.1 explains how we were unable to get a definition of a normal void and were unable to confirm how and when costs are discussed and authorised. In addition, we found some confusion over allocation of cost codes. For example, we found in the voids works spreadsheet for 2016-2017 that the first gas check and void boiler check (by CHS) were sometimes allocated to the voids cost code and sometimes to general repairs. WSG considered that such confusion and inconsistency made it hard to establish an accurate void cost and manage costs effectively.
30. From our interviews with Waverley and Mears, it was clear that they did not believe there was a simple solution to reducing the cost of void works. WSG was unable within the scope of this scrutiny review to examine this any further. We do, however, believe that overall savings could be made by enforcing the tenancy agreement on garden maintenance and damage to properties. There are also efficiencies that could be made by the housing teams to reduce the time a property is void.

### **Can money be reclaimed from other sources?**

31. The Council could save money by enforcing conditions of tenancy before a tenant vacated their property. We welcome the joint inspections that are now being done by Void Officers with Tenancy and Estates Officers before the tenant moves out.
32. WSG believes that the Council should recharge tenants for items such as clearing rubbish left in the property and notes that garden clearance in the first quarter of 2016/17 cost £12,433 (See Table 1).
33. It seems that some work charged to the voids budget should actually be charged to other budgets. For example, a large sum was spent on replacement doors and structural work and perhaps that expenditure should have been within the planned works budget.

### **Is the Council achieving value for money for void repairs?**

34. Value for money is not just about reducing costs. It is a complex balance of costs, inputs and outputs, judged by quality of service provided, resources used and ultimately satisfaction of customers (Economy, Efficiency,

Effectiveness and Equity from Assessing Value of Money and Assessing Needs, National Audit Office).

35. WSG was told that the contract agreed with Mears means that in 2016/17 Waverley is given a 36.4% discount on National Housing Federation schedules of rates for all repairs, including voids. WSG contacted the National Housing Federation to ask about this but were not able to provide any details. However, WSG did ask the question of Mears and were told that at present contracts being negotiated currently will give, at best, a 10% discount on the schedule of rates.
36. There is evidence that Mears has improved its efficiency in completing voids repairs. Whereas in 2015/16 the average time for works to be completed on normal voids was 17 days, in the first quarter of 2016-17 the average was seven days. We note and commend this improvement which contributes to value for money.
37. WSG were concerned that in our interviews with Waverley officers, there seemed to be a focus on cost cutting rather than on value for money in its widest sense and little understanding of how individual officers could increase value for money.

#### **Is the Council's void service meeting the Regulator's requirements?**

38. The scope of this scrutiny falls within the Homes and Tenancy Standards (April 2012).
39. WSG considers the voids service meets the Regulator's requirements. Any reduction in the work carried out could jeopardise this.

#### **Other findings**

40. WSG was concerned to find discrepancies between the contractor and the Council in tracking individual void properties which might result in costs being recorded under the wrong budget head and possibly affect re-let times.
41. For example: Two void properties, in Frensham and Churt, were defined as major voids on the contractor's spreadsheet whilst on a Waverley spreadsheet they were listed as normal voids.

42. Waverley's completed and occupied normal voids report for April 2016-September 2016 did not include six properties that were shown on the Mears voids spreadsheet for the quarter April to June 2016. For example, a void in Hindhead was handed to the contractor on 7 April and work was completed on 12 April. Similarly, the Completed and Occupied normal voids report for April 2016 – December 2016 showed additional properties in Frensham and Godalming missing from the report.
43. There is no marker on Orchard to identify when a property was not void nor an expiry date of the 12 month warranty on the work carried out, making it difficult for the Customer Services team to identify a repair as a recall.
44. On analysis of the contractor's report and the WBC report on letting times, there were anomalies between the contractor's figures and those reported by WBC. We found instances where time was lost both on the termination of a tenancy and the keys being passed to the contractor and completion dates recorded by the contractor and those recorded by WBC. This would suggest that reports are not verified as to their accuracy. (Examples given below).

**Table 2**

Address	Date property void	Date keys received by Mears	Work start date	Work completion Date Mears	WBC recorded completion date	Date let
Old Station Way	28/08/16	30/08/16	30/08/16	01/09/16	08/09/16	18/09/16
Ricardo Court	28/08/16	30/08/16	09/09/16	20/09/16	23/09/16	02/10/16
Oak Mead	21/08/16	22/08/16	22/08/16	25/08/16	15/09/16	18/09/16

45. The jobs sheets, provided for the 68 voids, were examined in depth on the Schedule of Rates (SOR) used and found 300 SOR's were used. This suggests that it might be possible to reduce the number of SOR's and make job identification and costing more efficient.

## **Conclusion**

46. The re - let standard meets the Regulators requirements but was poorly presented and there are ambiguities between the re - let standard given to the contractor and that given to the incoming tenant. Budget control is weak and there is an absence of any minutes covering void costs. Though some efficiencies have been made i.e. time a property is with the contractor, overall VfM is not strong in the void process. Reports provided showed a number of discrepancies and verification of these reports is not evident. New tenants are not surveyed about their new home with reference to the re - let standard.

## **Recommendations presented to officers**

47. An agenda and minutes are taken at each weekly void meeting, the cost of work is reviewed and minutes of the Operations meeting (if available) are circulated to all relevant staff.
48. A telephone survey of new tenants is carried out within 10 days of the tenant moving in to ask about the quality of the void, their expectations, communication and the re-let standard.
49. The re-let standard is reviewed and redesigned in consultation with the Tenants' Panel and other tenants and clarity is made on the leaving or removal of carpets and curtains.
50. A robust recharge policy and process is implemented. (We are aware that WBC has recognised that a recharge policy and process is required).
51. Voids spend, especially on electrics, doors, structural and gardens is robustly monitored and discussed at the void weekly meetings.
52. All reports on voids are verified and agreed, especially where figures are involved, before being published or used in meetings.
53. A void marker is put on Orchard so the Customer Service team can check if a repair is a recall.
54. The SOR's are examined to report on the possibility of a more concise SOR work/cost list with the view to reduce costs and provide a more efficient way of working.
55. Key safes are removed on occupation. Home Choice/Voids team to provide Mears with the dates properties occupied so the key safe can be removed and reused.
56. Recycle locks removed from properties.
57. Where possessions are left at a property, whether internal or external, approach charities to see if they can take items either to sell or recycle. (This is in operation on an ad hoc basis).

## **Acknowledgements**

Thanks to Sue Farrant (HQN), Jeanette Englefield (Tenant Involvement Officer), Hugh Wagstaff (Head of Housing Operations), Keith Francis (Contract Manager), Rachel White (Tenancy and Estates Manager), Julie Grozier (Housing Options Manager), Steph Aves (Voids and Maintenance Officer), Lyn Kerrigan (Voids and Maintenance Officer), David Thompson (Housing Maintenance Systems Officer), Peter Buzwell (Mears), Ben Hawkey (Mears).

Ref	WSG Recommendation	Agreed	WBC Actions to take forward	Owner	Deadline
1.	An agenda and minutes are taken at each weekly void meeting, the cost of work reviewed and the minutes of the Operations Meeting (if available)	Agreed	All voids meetings are to have agenda & minutes produced, with immediate effect. Monthly meeting with accounts to review budgetary spend, to commence June 2017	Contracts Manager	June 2017 - completed
2.	Telephone survey of new tenants is carried out within 10 days of the tenant moving in to ask about the quality of the void, their expectations, communication and the relet standard	Partially Agreed	A telephone standard is currently carried out by T&E within 28 days of a new tenancy and as part of this the void process and relet standard is covered. This information needs to be shared with Service Improvement team to analyse feedback. Longer term a review of how tenant feedback is collated is being completed and this will form part of the longer term review	Service Improvement Manager	Short-Term Actions – July 2017  Longer Term Review - Sept 17
3.	The relet standard is reviewed and redesigned in consultation with the tenant's panel and other tenants, and clarity is made on leaving or removal of curtains and carpets.	Agreed	To review the void standard Tenants panel will be consulted	Voids Team with Tenants Panel	Sept 17
4.	A robust recharge policy and process is implemented.	Agreed	This forms part of a wider piece of work which is reviewing how Housing Operations utilise and implement recharges	Rents and Customer Service Managers	Sept 17
5.	Void spend - especially on electrics, doors, structural and gardens is robustly monitored and discussed at void weekly meetings	Agreed	Budget monitoring meetings set up with accounts on a monthly basis Daily jobs raised/spend report includes voids which is reviewed with voids contracts manager and void team	Contracts Manager	June 2017 – completed

			To include spend as a standard agenda item at voids meetings		
6.	All reports on voids are verified and agreed, especially where figures are involved before being published or used in meetings	Partially Agreed	Regular budget monitoring meetings will provide single source for void spend data. To ensure that the difference between contractual figures and monthly reporting figures clearly articulated (based on calendar days versus working days)	Contracts Manager	June 2017 - completed
7.	A void marker is put on Orchard so the customer service team can check if a repair made is a recall	Agreed	To investigate the feasibility of a void marker with the Orchard systems administration team	Operations and Service Improvement Managers	Sept 17
8.	The SOR are examined to report on the possibility of a more concise list with a review to reduce costs and provide a more efficient way of working	Agreed	To complete analytical review of the SORs used on Voids to understand the commonality and themes To make recommendations on the feasibility of whether producing a “composite” style SORs pricing is feasible within the realms of the current contractual arrangements	Property Services and Operations Managers	Sept 17
9.	Key safes are removed on occupation. Home Choice/voids team to provide Mears with the dates properties are occupied so the key safe can be removed and reused	Unknown	To investigate the feasibility of such an arrangement – are there likely costs attached, what are the implications	Contracts Manager	July 17
10.	Recycle locks removed from properties, where possessions are left at a property whether internal or external, and approach charities to see if they can take the items to sell or recycle.	Unknown	To investigate constraints of the legalities of this arrangement with in house legal team	Contracts Manager and Legal	August 17



# OCKFORD RIDGE NEW BUILD & REFURBISHMENT PROGRAMME

Andrew Smith and Louisa Blundell



[www.waverley.gov.uk](http://www.waverley.gov.uk)



## History of Ockford Ridge

- Land purchased from Eashing Park Estate and Godalming Burial Ground
- Building commenced 1930 – 1931
- First residents moved in September 1931



# Project Inception

- **July 2012**  
Council approved Affordable Homes Delivery Plan 2012 – 2017
- **February 2013**  
Housing Delivery Board established
- **March 2013**  
Proposals for remodelling and redevelopment of Ockford Ridge

## Pre-development

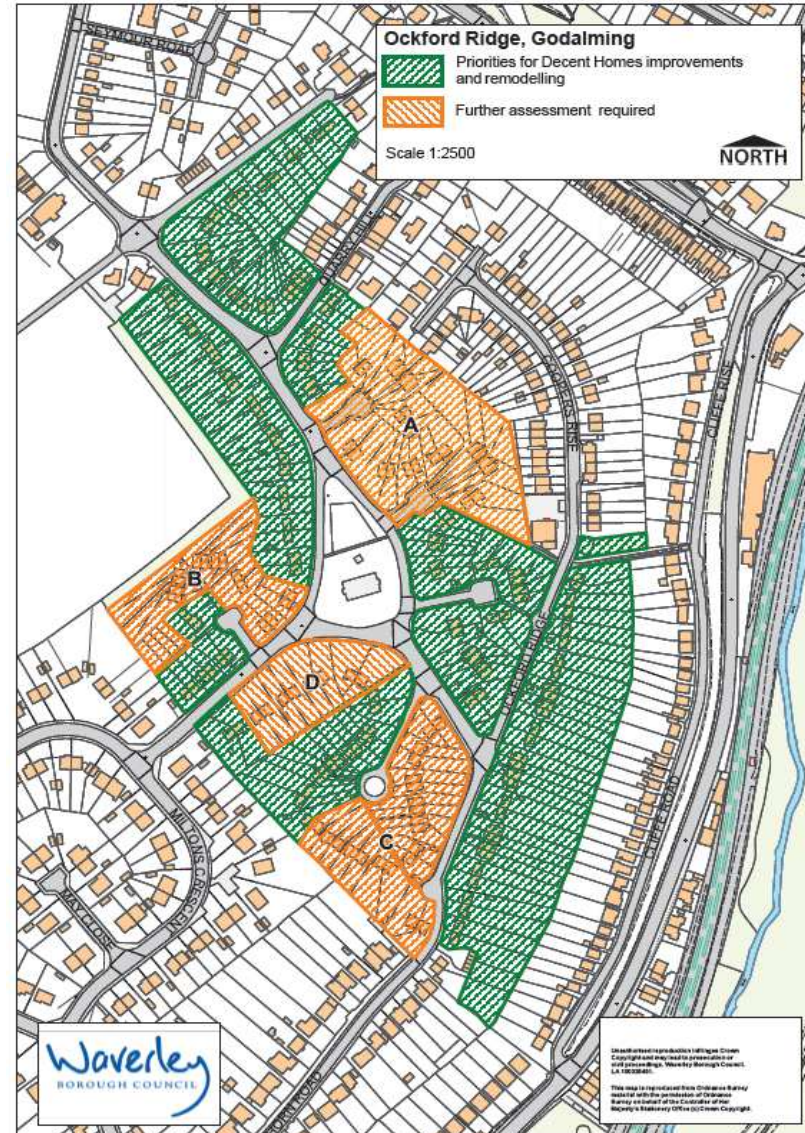
- **April 2013**  
Framework for the purchase of land or property
- **June / July 2013**  
Consultation
- **December 2013**  
Proposals for remodelling and redevelopment of Ockford Ridge

## Planning

- August 2014 – Hybrid planning application
- March 2015 – Full application for development of two show homes
- April 2016 – Site compound
- January 2017 – Site A planning application submitted

# Current position

- **Redevelopment**  
Sites A, B, C and D

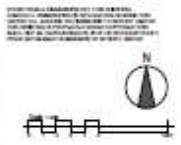




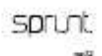
## Site D



# Site D



WAVERTLEY BOROUGH COUNCIL	
DEPT: PLANNING	WIP
Project: Oldford Ridge Regeneration	
Client: Waverley Borough Council	
Title: Site Plan Proposed	
Date: 20/04/14	Scale: 1:200 (A3)
Author: [Name]	Check: [Name]
Drawing No: 12648_02_D_102	
© Waverley - 2014 Waverley 144 Oldford Road Waverley, Wokingham, Hampshire RG40 3AA www.waverley.gov.uk	





# Site A





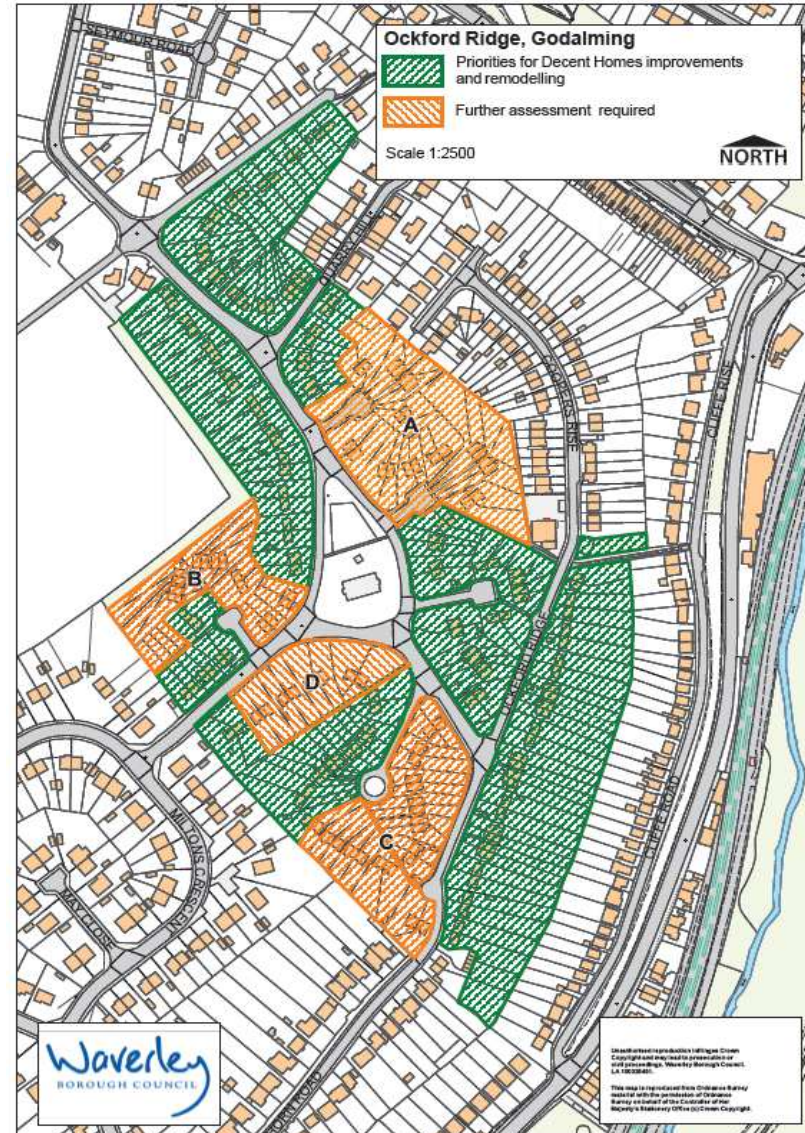
# Show homes





# Current position

- Refurbishment Pilot Phase Phases 1 - 3



# Governance and Community Involvement

- **Executive & Council**
- **Housing Delivery Board**
- **Ockford Ridge Programme Group**
- **Ockford Ridge Community Consultative Group**
- **Ockford Ridge Community Initiative Group**

## Procurement & Budget – current & future years

	2017/18		2018/19	2019/20	Total
	<i>Budget</i>	<i>Requested rescheduling to 17/18 (to be approved 11.07.2017 exec)</i>	<i>Budget</i>	<i>Budget</i>	
<b>New Build</b>					
Show Homes	12,150			152,860	165,010
Site A	4,628,440		5,024,080	256,910	9,909,430
Site D	1,504,740		1,800,000		3,304,740
Site B		60,398			60,398
Site C		80,504			80,504
Utility/Highways works		1,418,275	750,000		2,168,275
<b>Total New Build Budget</b>	<b>6,145,330</b>	<b>1,559,177</b>	<b>7,574,080</b>	<b>409,770</b>	<b>15,688,357</b>

	2017/18		2018/19	2019/20	Total
	<i>Budget</i>	<i>Requested rescheduling to 17/18 (to be approved 11.07.2017 exec)</i>	<i>Budget</i>	<i>Budget</i>	
<b>Refurbishment</b>					
Pilot Phase		155,368			155,368
Phase 1		750,839			750,839
Phase 2	1,115,000	72,928			1,187,928
Phase 3			485,000		485,000
Further Phases		682,569		3,750,000	4,432,569
<b>Total Refurbishment Budget</b>	<b>1,115,000</b>	<b>1,661,704</b>	<b>485,000</b>	<b>3,750,000</b>	<b>7,011,704</b>

<b>Total Budget</b>	<b>7,260,330</b>	<b>3,220,881</b>	<b>8,059,080</b>	<b>4,159,770</b>	<b>22,700,061</b>
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## Next steps

- **Summer 2017**

Community 'meet contractor event'

Surveys for next refurbishment phase

Work to bring forward site B

Site D start on site

Planning permission granted Site A

Communications continue through Newsletters

/ further drop in events

## Development Team – Role in Ockford Ridge Project

### Name

### Role

Andrew Smith

Strategic Management

Louisa Blundell

Day to day management  
Refurbishment programme

Mark Constable

Delivery of site A  
Bring forward Site C

Irina Seriogina

Delivery of site D

Mark Orosz

Delivery of site B

Fiona Stewart

Tenant Liaison Officer



## WAVERLEY BOROUGH COUNCIL

### HOUSING OVERVIEW & SCRUTINY COMMITTEE

4 JULY 2017

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**Title:**

**HOUSING SERVICE PERFORMANCE MANAGEMENT REPORTS  
QUARTER 4 AND END OF YEAR 216/17**

**[Portfolio Holder: Cllr Carole King]**

**[Wards Affected: All]**

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**Summary and purpose:**

This report provides a summary of the Housing service performance over 2016/17. The report details the team's performance against the indicators that fall within the remit of the Housing Overview & Scrutiny Committee for the fourth quarter of the financial year. It also provides customer feedback data and a summary of the completed actions from the 2016/17 Housing Service Plan.

The Committee has the opportunity to comment and scrutinise the presented performance data. In addition the Committee may identify future committee reporting requirements regarding performance management.

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**How this report relates to the Council's Corporate Priorities:**

Waverley's Performance Management Framework, and the active management of performance information, helps ensure that Waverley delivers its Corporate Priorities. The Housing Service indicators support the Customer Service, Community Wellbeing and Value for Money corporate priorities.

**Financial Implications:**

The Performance Management Framework ensures that services are on track and provide evidence of performance against income and spend. There are no direct financial implications included within this report.

**Legal Implications:**

There are no direct legal implications associated with this report.

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**Introduction**

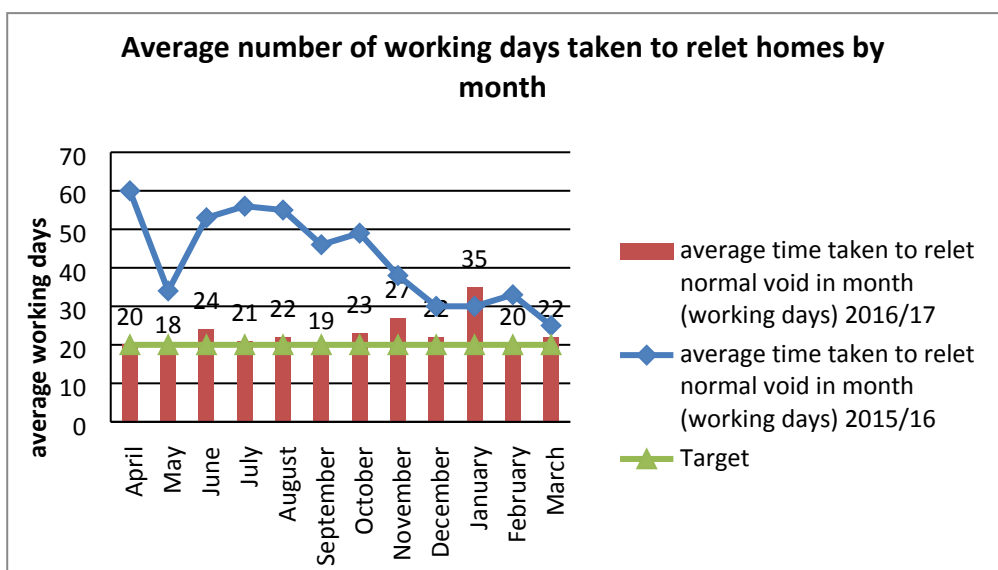
This report provides a comprehensive view of housing service over 2016/17 detailing KPIs, customer feedback and service plan outcomes.

## Key Performance Indicators

1. The nine Performance Indicators for the Housing Service are set out in Annexe 1.
2. The Housing Service performed generally well during Quarter Four. The service has best practice performance in rent collection and homelessness prevention. Only three indicators did not meet the target. Comments on performance can be found for each indicator within Annexe 1. Additional information for indicators that did not meet performance targets follows:

### Re-let Performance

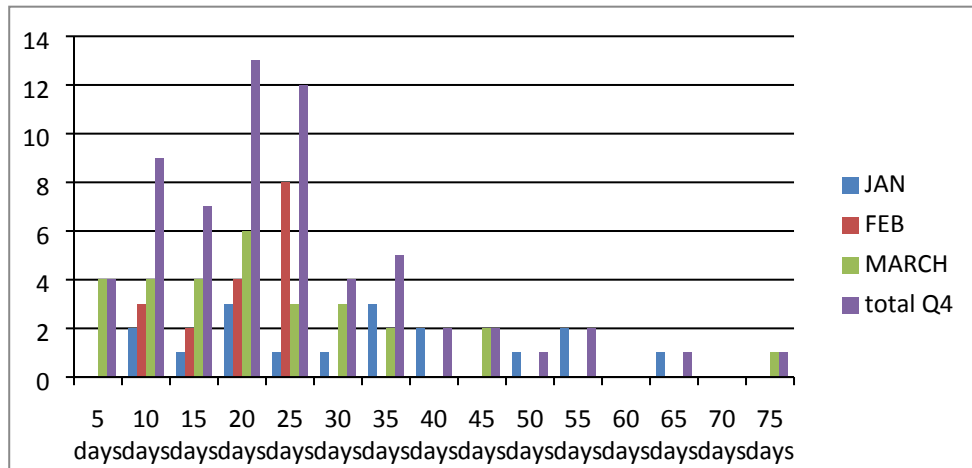
3. To ensure we provide homes for people in housing need and maximise our rental income homes must be relet promptly. There has been a second dip in the relet performance for normal voids, with an average of 24 working days. This is disappointing following the continued improvement at the start of the year. 222 homes were relet during 2016/17 with an overall average of 22 working days. This is a great improvement from the overall average of 44 working days in 2015/16.
4. The relet process involves all the housing service teams and during 2015/16 the teams drew together to review the process and have focussed on implementing the process improvements and making the best use of the notice period in 2016/17.
5. 63 homes were relet in Quarter Four of which 34 were relet within 20 working days. Performance was impacted by poor performance in January which can be attributed to changes in staffing, the poor condition of a small number of homes and more challenging to let homes due to allocation restrictions.



6. A range of actions have been taken to support the current process and address issues:
  - The new HomeChoice Officer has started in post and has received training and one to one support

- An additional database permission was added to prevent incorrect “works completed” dates been entered.
- The Tenancy and Estates team piloted viewings adding capacity to be more flexible with viewing times
- Ongoing weekly monitoring by Void Technical Officers

7. The mode average data for Quarter Four shows an average of 20 working days.



### Gas Safety Checks Performance

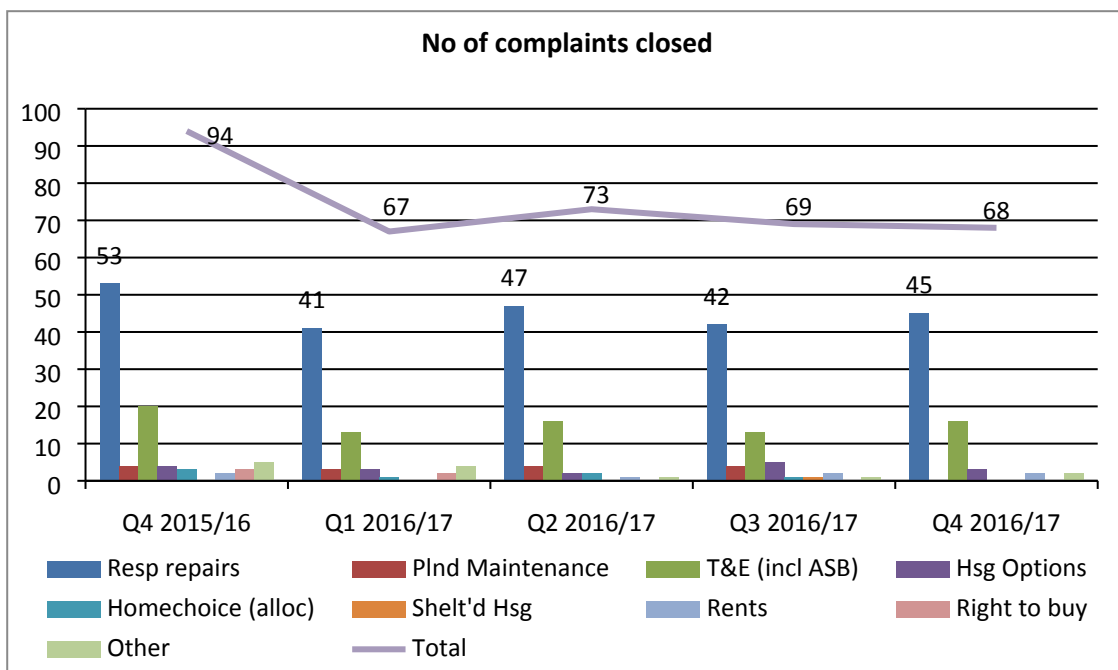
8. The Housing Service has a legal duty to ensure that all homes are safe. This includes an annual safety check and certification of all homes with a gas supply. We have a programme of work and a close working relationship with our contractor to deliver the programme. To achieve 100% target performance we are dependent on tenants making and keeping appointments. Often lack of access to a tenant’s home can be an indicator of vulnerability or tenancy fraud.
9. The team have a proactive approach to gaining access with the Tenancy and Estate Team providing support and taking legal action to gain entry if necessary.
10. In April we gained access following warrant applications to the two homes with checks outstanding at 31 March. The indicator is taken at the end of the quarter and does not reflect that 100% performance that had been achieved within the period.

### Responsive repairs completed right first time

11. The number of repairs fixed at the first visit is an indicator collected from the tenants telephone satisfaction survey. The performance has improved during the year, from 71% to 76%, missing the target by 2%.
12. This indicator has not impacted the overall satisfaction with the service at 92%. However the Customer Service Team and responsive repairs contractor are continuing to work closely to improve performance by ensuring the accurate diagnosis of repairs and appropriately equipped operatives.

## Customer Feedback

1. Waverley Borough Council welcomes feedback from our customers to help improve the services we provide. The Council operates a three tier complaints process as follows:
  - Level 1 – responded to by the appropriate officer.
  - Level 2 – responded to by the Head of Service.
  - Level 3 – responded to by the Executive Director.
2. If the customer is not happy with the response, they can escalate this to the next level. At each level the complaint is investigated and a response provided that can incorporate future actions for the Council.
3. If the customer is not satisfied with a Level 3 response they have two options available to them. They may pass their complaint to a 'Designated Person' (MP, Councillor or recognised tenant complaints panel) to locally resolve the complaint and/or refer the case to the Housing Ombudsman or they can choose to wait eight weeks before making a direct referral to the Housing Ombudsman.
4. The Housing Service received a total of 75 compliments in 2016/17. An increase from the 42 received in 2016/17. Compliments were received across the service, and in particular, Property Services and Sheltered Housing.
5. A total of 277 complaints were dealt with during 2016/17. The majority of complaints were regarding responsive repairs. This is to be expected due to the high level of work and contact with customers in this area compared to other services. In 2016/17 14,123 responsive repair jobs were completed:



6. The service encourages complaints to seek recurring themes and identify areas to improve services. The low number of complaints has not resulted in any specific themes this year.
  7. However common themes are breakdown in communications or expectations not met (action not taken). Ongoing review of complaints with contractors and at Housing Managers Meeting helps resolve and prevent reoccurrence of issues.
  8. Since 2014/15 the service has seen a more consistent number of complaints over each quarter, avoiding peaks of complaints. This is in part due to the service improvement work on key processes and stronger contract management.
- 

## **Service Plan 2016/17 Outturn Report**

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1. The Housing service plan for the past year is set out in Annexe Two. The plan had five overarching objectives:
  - To develop the service and enhance its reputation
  - To deliver and maintain affordable homes
  - To manage and maintain healthy and sustainable communities
  - To excel at customer service
  - To deliver value for money
2. To achieve these objectives there were 20 specific actions and outcomes.
3. The team have achieved all actions within target timeframes. Full details are set out in Annexe Two, however highlights of the outcomes include:
  - improved risk and compliance management with the development and implementation of new policies, processes and reporting to enhance the service's reputation
  - letting of 51 new affordable homes including 22 new Council homes to deliver and maintain affordable homes
  - management of community projects including consultative Ockford Ridge mural, ecological badger sett removal and safety lighting scheme to maintain communities
  - implementation of customer dashboard for staff to central record contact with customers and have one view of customers to improve customer service
  - reviewing the Housing Revenue Account Business Plan to balance reset priorities and balance the budget following the 1% rent reduction (2016-2020)
4. The team are proud of the achievements in the past year and look forward to delivering the challenges of the 2017/18 Service Plan.

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## **Future Performance Scrutiny Requirements**

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1. With the new Overview & Scrutiny arrangements it seems an appropriate time to review performance management reporting as it relates to this committee. Annexe Three of this report sets out some guidance and best practice on performance monitoring and provides the basis for discussion on how the Committee might like to monitor and scrutinise performance in the future.
2. In considering what should be monitored, it may be helpful to consider the following:
  - Corporate Plan commitments – ensuring we achieve what we said we would achieve
  - Impact on customers – focus on areas where the impact of poor performance would be the greatest
  - Risk to the Council – focus on areas where the risk of poor performance would have the greatest impact
3. In addition the committee may also want to consider the following:
  - How does this committee want to monitor performance? (quarterly reports, reporting by exception, annual reports, specific reports focused on certain service areas?)
  - Does performance monitoring currently measure the right things?
  - Are performance indicators focused too much on inputs, outputs and processes rather than outcomes?
  - What areas should be measured in the future?

## **Conclusion**

The housing service had a positive year in 2016/17 meeting performance targets, managing complaints and achieving service plan objectives. There have been many improvements over the year including improvements in customer satisfaction, clear communications and a comprehensive review of the business plan. The team are proud of the achievements and look forward to continue to improve the service in the future.

There is an opportunity with the new committee to refresh the way the committee scrutinises the services aims and objectives. The team welcome the opportunity for continued robust assessment and challenge to the service.

## **Recommendation**

It is recommended that the Housing Overview & Scrutiny Committee:

1. considers the performance figures, as set out in Annexe 1, and agrees any observations or recommendations about performance it wishes to make to the Executive,
2. considers the customer feedback data and agrees any observations or recommendations about performance it wishes to make to the Executive

3. considers the Service Plan Outturn report, as set out in Annexe 2, and agrees any observations or recommendations about performance it wishes to make to the Executive
4. considers scope of work and identifies areas for the Committee future workplan, and
5. considers how performance monitoring should be achieved in 2017/18 and agrees a way forward.

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### Background Papers

There are no background papers (as defined by Section 100D(5) of the Local Government Act 1972) relating to this report.

---

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**E-mail:** [annalisa.howson@waverley.gov.uk](mailto:annalisa.howson@waverley.gov.uk)

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# Housing

## O&S Committee

# Performance Management Report

## Quarter 4, 2016/17

## (January - March 2017)

RAG Legend		Graph Lines Legend	
On target	<b>Green</b>	Waverley 2016/17 (current year outturn)	
Up to 5% off target	<b>Amber</b>	Waverley Outturn 2015/16 prior year	
More than 5% off target	<b>Red</b>	Waverley Target	
Data not available	<b>Not available</b>		
Data only/ no target/ not due	<b>No target</b>		

**CONTACT OFFICER:**

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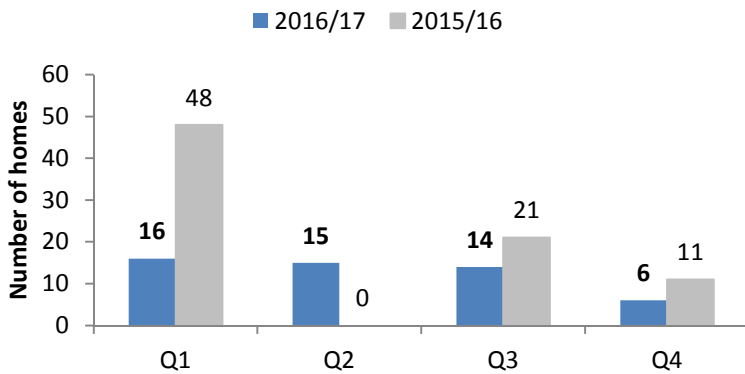
Report date: 23 June 2017

## HOUSING

### H1: Number of affordable homes delivered by all housing providers

No target

Number of affordable homes delivered



Time period	2016/17	2015/16
Q1	16	48
Q2	15	0
Q3	14	21
Q4	6	11

#### Comments

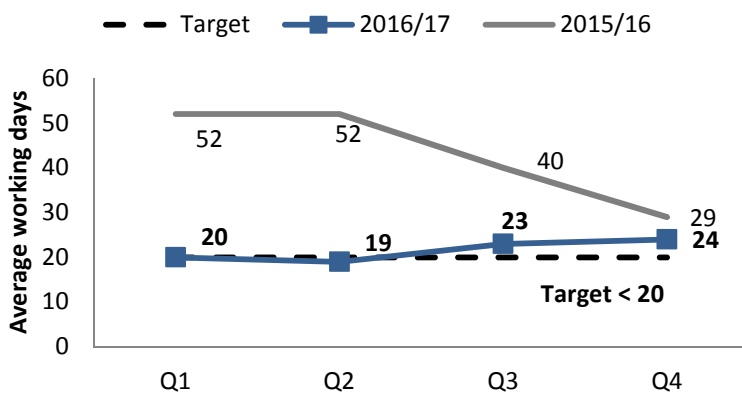
Six new homes were delivered in Q4, four in Farnham and two in Haslemere  
A total of 51 affordable homes were delivered in the year - 29 housing association homes and 22 council homes.

## HOUSING

### H2: Average number of working days taken to re-let

RED

Average number of working days taken to re-let (lower outturn is better)



Quarter	Target	2016/17	2015/16
Q1	20	20	52
Q2	20	19	52
Q3	20	23	40
Q4	20	24	29

#### Comments

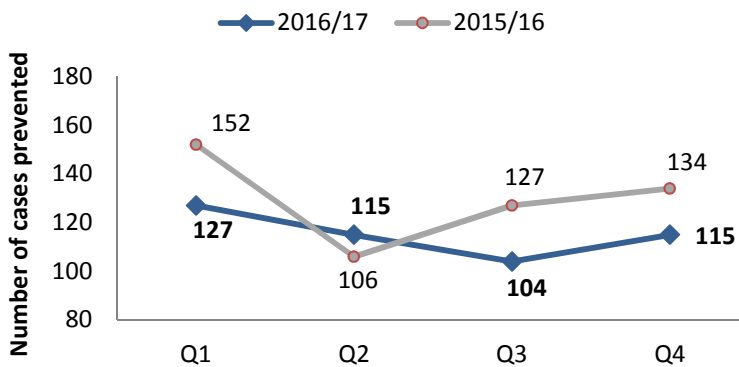
63 homes were relet in Q4. The average time taken from tenancy end to tenancy start was 24 working days. 33 homes were let within 20 working days. The Christmas period, harder to let sheltered homes and the poor condition of returned homes impacted performance this quarter. A total of 222 homes were let in 2016/17 with an average relet time of 22 days.

## HOUSING

### H3: Housing advice service – homelessness cases prevented

No target

Number of homelessness cases prevented (higher outturn is better)



Quarter	2016/17	2015/16
Q1	127	152
Q2	115	106
Q3	104	127
Q4	115	134

#### Comments

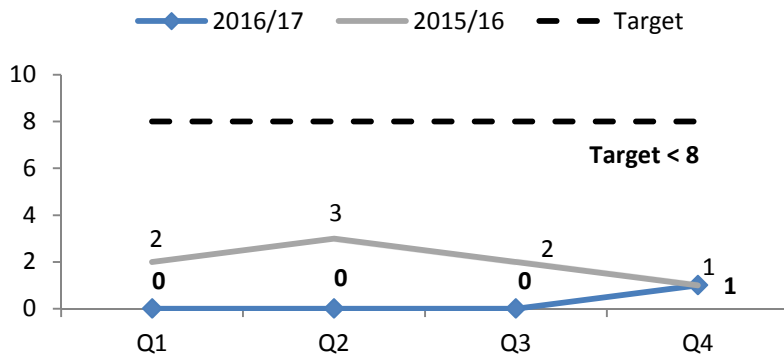
The teams continue to perform well in homelessness prevention. The data includes results from all housing teams and Waverley CAB. This indicator uses the P1E definition, which is that prevention is to be as a result of casework and the solution to last for six months.

**HOUSING**

**H4: Number of households living in temporary accommodation**

**GREEN**

**Number of Households living in temporary accommodation (lower outturn is better)**



Quarter	Target	2016/17	2015/16
Q1	<8	0	2
Q2	<8	0	3
Q3	<8	0	2
Q4	<8	1	1

**Comments**

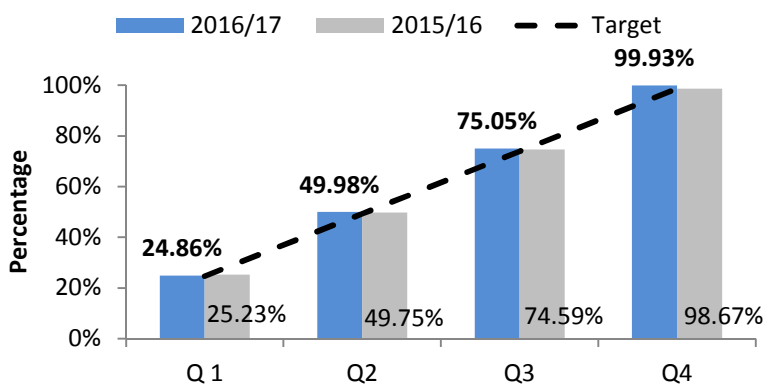
The PI reports on the number of households at a set date at the end of each quarter. There have been a total of eight households in temporary accommodation during 2016/17 (maximum period seven days). The family from March have been assisted to find private rented accommodation.

**HOUSING**

**H5: Percentage of estimated annual rent debit collected**

**GREEN**

**% of estimated annual rent debit collected (higher outturn is better)**



Quarter	2016/17	2015/16	Target
Q 1	24.86%	25.23%	24.65%
Q2	49.98%	49.75%	49.30%
Q3	75.05%	74.59%	73.95%
Q4	99.93%	98.67%	98.65%

**Comments**

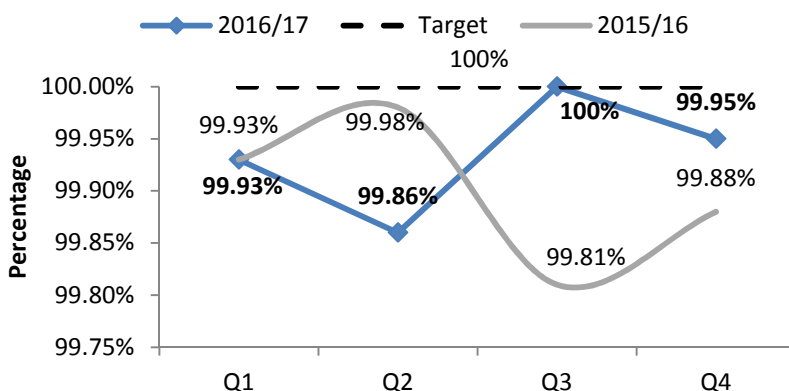
The team performed above target and above last year's performance all year. In total £30.98m has been collected of the estimated annual rent of £31m.

**HOUSING**

**H6: % of annual boiler services and gas safety checks undertaken on time**

**AMBER**

**% of annual boiler services and gas safety checks undertaken on time (higher outturn is better)**



Quarter	2016/17	2015/16	Target
Q1	99.93%	99.93%	100%
Q2	99.86%	99.98%	100%
Q3	100.00%	99.81%	100%
Q4	99.95%	99.88%	100%

**Comments**

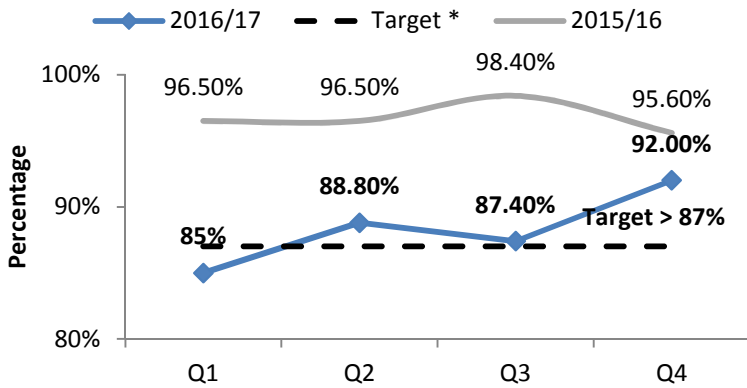
Only two checks were outstanding at the end of March. Both cases were referred to court for a warrant and were accessed in April. The improved performance reflects the team's proactive approach.

**HOUSING**

**H7: Responsive Repairs: how would you rate the overall service you have received**

**GREEN**

**Responsive Repairs: how would you rate the overall service you have received (higher outturn is better)**



Quarter	2016/17	2015/16	Target *
Q1	85.00%	96.50%	87%
Q2	88.80%	96.50%	87%
Q3	87.40%	98.40%	87%
Q4	92.00%	95.60%	87%

**Comments**

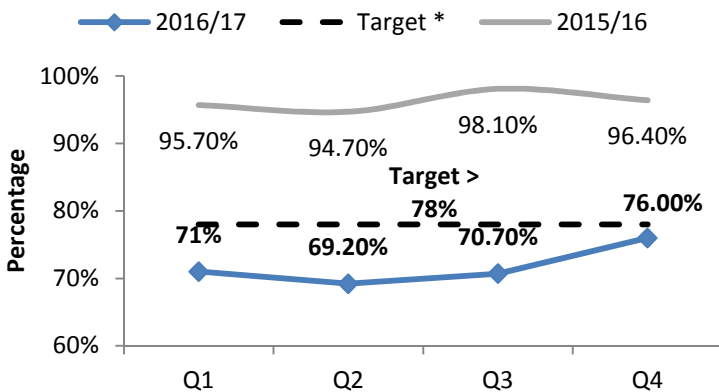
The responsive repairs data is not truly comparable due to new means of collection. In 2015/16 data was collected through operatives' handheld devices. For 2016/17 tenant's views are collected by an independent telephone survey.

**HOUSING**

**H8: Responsive Repairs: Was the repair fixed right the first time**

**AMBER**

**Responsive Repairs: Was the repair completed right the first time (higher outturn is better)**



Quarter	2016/17	2015/16	Target *
Q1	71%	95.70%	78%
Q2	69.20%	94.70%	78%
Q3	70.70%	98.10%	78%
Q4	76.00%	96.40%	78%

**Comments**

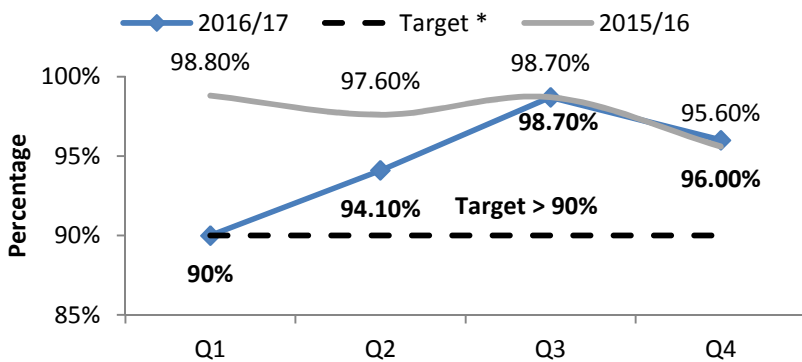
There have been ongoing improvements in providing first time fixes. During the year the teams have worked to improve job diagnosis and maintain well stocked vans.

**HOUSING**

**H9: Did the tradesperson arrive within the appointment slot**

**GREEN**

**Responsive Repairs: Did the tradesperson arrive within the appointment slot (higher outturn is better)**



Quarter	2016/17	2015/16	Target *
Q1	90.00%	98.80%	90%
Q2	94.10%	97.60%	90%
Q3	98.70%	98.70%	90%
Q4	96.00%	95.60%	90%

**Comments**

There have been ongoing improvements during the year with contractors to keep appointments.

\* The targets have been set using past performance data and the market research company's benchmarking data. The targets have been set to deliver realistic service improvements. These targets are **not** contractual KPIs, the team are currently negotiating the contract targets

## Service Plan Annual Outturn Report 2016/17

### Housing

(01/04/2016 – 31/03/2017)

<b>Service :</b>	<b>Housing</b>	<b>Head of Service :</b>	<b>Andrew Smith and Hugh Wagstaff</b>
------------------	----------------	--------------------------	---------------------------------------

<b>Ref</b>	<b>Action</b>	<b>Status</b>	<b>Progress / comments</b>
<b>Objective: H1. To develop the service and enhance its reputation</b>			
H1.1	Proactively and safely manage risk	Completed – routine monitoring in place	Processes and systems are in place for ongoing actions CMT receive routine reports on risk and compliance Housing Maintenance H&S policies have been reviewed and implemented creating a suite of documents
H1.2	Respond to the impact of the Government's housing reforms	Completed – initiatives withdrawn or deferred	Housing and Planning Act initiatives informed Housing Revenue Account (HRA) Business Plan Review. Rent reduction implemented Pay to Stay withdrawn and High Value Vacant Homes Levy deferred Service awaiting new white paper and regulations for Starter homes
H1.3	Set clear service delivery outcomes and manage customer expectations	Completed with ongoing actions	HRA Business Plan review completed Orchard Dashboard implemented Website routinely updated Prpcess Improvement Programme post implementation review anti-social behaviour and mutual exchange
H1.4	Support and invest in staff and tenants	Completed with ongoing actions	Ongoing training eg asbestos, legal updates Regular 1:1s reiterating ownership of issues Compliment of the month recognises excellent customer service Training programme created for tenant volunteers and mentor arranged for Tenants Panel Chair

<b>Ref</b>	<b>Action</b>	<b>Status</b>	<b>Progress / comments</b>
<b>Objective: H2. To deliver and maintain affordable homes</b>			
H2.1	Increase availability of affordable homes to meet identified need	Completed with ongoing actions	Housing tenure and bed size mix negotiated, based on evidence in Surrey Housing Market Assessment, using current and emerging Local and National Planning Policy. Council new build directed according to Affordable Homes Delivery Plan 2012-2017. Net increase in affordable homes in the borough as 51 new affordable homes completed in 2016/17 by HAs and Waverley (inc 22 council homes). In addition c70 affordable homes currently on site (as at June 17) Choice to applicants as Housing register customers able to bid for new rented homes via Choice based lettings, shared ownership via Bedfordshire Pilgrims Housing Association and First Time buyers via Starter Homes Initiative. Continued partnership working to bring forward affordable housing, with 109 new affordable homes granted planning permission in Q1 and Q2.
H2.2	Maintain and improve homes	Completed with ongoing actions	Increased resources for responsive repairs Recommendations from pre 1945 homes survey. Works costed and added to next three years planned works programme. Increased satisfaction with repair service.
H2.3	Continue to develop compliance with health and safety regulations	Completed with ongoing actions	Achieved 99.95% gas compliance Q4 Housing Maintenance H&S policies have been reviewed and implemented creating a suite of documents

<b>Ref</b>	<b>Action</b>	<b>Status</b>	<b>Progress / comments</b>
<b>Objective: H3. To manage and maintain healthy and sustainable communities</b>			

H3.1	Implement Review of housing-related support services for vulnerable people	Completed	Recommendations set out in the Review of housing-related support services implemented New processes created and clear case management in place Four EasyMoves and caseload of 26 Floating support assisted 93 cases external funding to end March 2017
H3.2	Understand and address the challenges faced by residents	Completed with ongoing action	Welfare Benefit Officer support tenants with welfare reform Referrals to external agencies and other council services made at tenancy audits to support tenants
H3.3	Improve communities and neighbourhoods through resident engagement	Completed with ongoing action	Ockford Ridge consultation and community mural Parking reviews, identified areas in need of investment to improve parking with surveyors and estate officers. Ten areas identified and planning permission received for increased parking at College Gardens (16 places) and planning pending for Silo Close (24 spaces) Ecology projects – worked with tenants at Gorselands and ARBECO to close badger sett in gardens Community safety projects – worked with tenants at Rankine Close, The Glebe, Queensway and Ricardo Court developing lighting, fencing and/or bollard projects Community room reviews – Wey Court consultation in September. Working party established for Parkhurst Fields and The Glebe.

<b>Objective:</b>	<b>H4. To excel at Customer Service</b>		
Ref	Action	Status	Progress / comments
H4.1	Make it simple to contact us, clear what we can and can't do and when we will do it	Completed with ongoing action	Orchard Customer Dashboard implemented Website content reviewed Ongoing messages through publications, new tenant visits on rights and responsibilities advice Clear letter to tenants re fencing work Advice letter to tenants effected by findings of Water Charge court case
H4.2	Improve Customer Satisfaction in particular with repairs and maintenance	Completed with ongoing action	Increase in overall satisfaction Voluntas surveys to 92% in Q4 from 85% in Q1. 94% satisfied with quality of work Tenants Scrutiny Group recommendations on responsive repairs complaints implemented All in housing briefing informed all staff of repair driver for overall satisfaction with service
H4.3	Be truly customer focused	Completed with ongoing action	Monitoring of complaints and lesson learned shared with contractors. 100% complaints responded to in timescale met target (95%) in 2016/17

<b>Objective:</b>	<b>H5. To deliver value for money</b>		
Ref	Action	Status	Progress / comments
H5.1	Review HRA Business Plan	Completed	Member officer group reviewed HRA developed principles for review and identified challenges and opportunities including Housing and Planning Act. Illustrative savings and budgets to be presented for discussion at Corp O&S Housing Improvement Sub Committee and Corp O&S in November. Review to Executive in November.
H5.2	Manage contracts effectively	Completed with ongoing action	Monthly contract meetings Value for money project on maintenance contracts in communal heating Through 1:1 and team meetings all staff consider vfm in activities inc procurement Robust contract management of Ockford Ridge development Commenced scoping or maintenance contract procurement ahead of schedule

H5.3	Maximise opportunities for collaborative working and external funding	Completed with ongoing action	<p>Increased working with partner housing associations to develop homes to reflect local need and incomes</p> <p>WBC official funding partner with Homes and Communities Agency – funding from HCA for Wey Court development</p> <p>Successful bid for Starter Homes from HCA – though uncertain whether Starter Homes Initiative will progress in current form</p> <p>PPPF supported EasyMove and Floating Support schemes</p> <p>Working with HAs on new developments 793 new affordable homes granted planning permission 2016/17</p> <p>Explored opportunities to host database for another council – not progressed</p> <p>Proposed to work with Guildford BC on Pay to Stay – initiative not progressing</p> <p>Working with Opportunities for all to “piggy back” on events for tenant involvement in Godalming and Farnham</p>
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**Guidance on performance indicator reporting**

1. Performance measures are used to ensure the Council's priorities and objectives are being met. The Corporate Plan sets out the Council's priorities; strategies such as the Health and Wellbeing Strategy, ensure that strategic objectives are implemented and service plans show how the Council intends to deliver its priorities on an annual basis. Best practice suggests that there should be a range of high level indicators to help assess performance at a strategic and corporate level supplemented by more detailed indicators on service performance.
2. There are four types of performance measures:

Type of performance measure	Description	Example
Input measure	A measure of the resources used by a service or process. Some inputs relate to workload, others relate to the amount of resources used in a process	e.g. Number of complaints Cost of service
Output measure	The number of units of a process or service produced or delivered	e.g. total tonnage of residual waste
Process measure	Aspects of service processes such as completion rates, processing time, backlogs, error rates	e.g. Time taken to process Housing Benefit and Council Tax Support new claims
Outcome measure	A measure of the ultimate benefit from undertaking an activity or providing a service	e.g. improvement in standard of living or equality of opportunity

3. Whilst outcome measures are often the most valuable they can also be the most difficult to collect. These measures also tend to be measured over a longer period of time. At the moment there are no outcome measures provided by the PIs presented to this committee.
4. Performance measures should be:
  - Accurate
  - Timely
  - Meaningful (not overly detailed)
  - Relevant
  - High quality
  - Well presented

5. Best practice guidance states that performance measures should also include
  - trend data
  - benchmarking data
  - targets
  - outcomes
6. The information presented to Members should be concise, accurate, balanced and presented in an easily understandable format and enable the committee to judge how well a service is doing. It should inform Members if targets are being met, why variances occurred, what the implications are of not meeting the target, if resources are adequate, what impact it will have on people who use services, if there is an impact on equalities, sustainability or efficiency and what impact this might have on corporate priorities. Generally the performance reports since the review in 2015 have achieved most of these aims but there is always room for improvement.
7. The current suite of PIs are set out in Annexe 1 and are reported on a quarterly basis with benchmarking included at the end of the year outturn report. Members are asked to consider what they feel is the most effective means of scrutinising performance. First of all there needs to be consideration of **which areas** are a priority to monitor and then **how frequently** it should be scrutinised. Members may like to consider whether some PIs could be reported on an exception basis where performance has varied from a specific standard.
8. Performance indicators are only one method of monitoring performance and scrutiny can take place in all forums from full council, through committees to less formal panels and working groups. Service plans, for example, are an important means to show how individual services are intending to deliver the Council's priorities for the year. These should be reviewed to ensure they accurately reflect the Council's priorities and are delivering the Council's objectives efficiently. In the past few years, service plans have been presented to a joint meeting of the O&S committees but these presentations have not always found favour and Members may like to take this opportunity to consider how they would like to review Service Plans in the future.
9. Action plans associated with strategies also measure the implementation and outcomes of an important aspect of the Council's work. Overview and Scrutiny Committees are also able to scrutinise the performance of any of their areas of responsibility by adding items to their work programme.

**INTRODUCTION TO WAVERLEY BOROUGH COUNCIL**

**OVERVIEW AND SCRUTINY WORK PROGRAMME**

The programme is designed to assist the Council in achieving its corporate priorities by ensuring topics add value to the Council's objectives, are strategic in outlook, are timed to optimise scrutiny input and reflect the concerns of Waverley residents and council members. The programme is indicative and is open to being amended with the agreement of the Chair with whom the item is concerned. The work programme consists of three sections:-

- Section A – Items tabled for the forthcoming relevant Overview and Scrutiny Committee.
- Section B – Items for consideration at future meetings of the relevant Overview and Scrutiny committee. In-depth scrutiny review topics for consideration by the respective Committee will also be listed in this section. It is expected some items will be carried over to the following municipal year.
- Section C – Lists live in-depth scrutiny task and finish groups, including objectives, key issues and progress.

## Housing Overview and Scrutiny Committee

### Section A

#### Forthcoming agenda items

4<sup>th</sup> July 2017

Agenda item	Objectives for Scrutiny	Link to Corporate Plan	Executive Member lead	Director lead
<b>1. Changes to Tenancy Agreement</b>	To review the changes to the tenancy agreement & for members to decide the level of engagement they wish to have in this process.	Customer Service	Cllr Carole King	Damian Roberts
<b>2. Tenant panel voids report and Housing Service response</b>	To receive the tenant's panel voids report and to scrutinise the housing services response.	Community Wellbeing	Cllr Carole King	Damian Roberts
<b>3. Ockford Ridge progress report</b>	To receive an overview of the programme and to scrutinise the development and refurbishment programme;  And for members to consider a proposed in-depth scrutiny review by the Chairman and to agree initial lines of inquiry to be explored.	Community Wellbeing	Cllr Carole King	Damian Roberts

## Housing Overview and Scrutiny Committee

<b>4. Performance management report</b>	For members to debate which performance information would be useful for scrutiny and how future performance reports should be presented.	Value for Money	Cllr Julia Potts	Paul Wenham
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Housing Overview and Scrutiny Committee

Section B

Forward programme 2017-18

Subject (alphabetical order)	Purpose for scrutiny	Date for O&S consideration	Date of Executive decision (if applicable)	Priority (high / low)
<b>Affordable housing</b>	<p>Possible in-depth review to identify how Waverley Borough Council can support the delivery of affordable housing (shared ownership models, starter homes, social rent etc.) for all sections of the community including younger people by making recommendations to the Executive for partners and stakeholders, e.g. housing associations and developers, to make Waverley a better place to live and work; and</p> <p>As part of this review to examine the extent that housing association partners are delivering housing objectives in terms of meeting and matching need.</p> <p>Link to the comments made from the strategic review that there needs to be balanced communities who can afford to live here and work locally.</p>			High

## Housing Overview and Scrutiny Committee

<p><b>Affordable Housing for local people</b></p>	<p>To scrutinise the opportunities to increase the supply of affordable housing through the Council's relationship with Housing Associations and other parties.</p>			<p style="text-align: center;">High</p>
<p><b>Council Housing targets (HRA business plan)</b></p>	<p>To review the delivery of the Council's programme of building new Council properties for rent, in light of the impact from the legislative changes to one per cent rent payment reductions; and</p> <p>To consider the impact of the rising value of land for commercial use on the delivery.</p>		<p style="text-align: center;">November 2017</p>	<p style="text-align: center;">High</p>
<p><b>Homelessness prevention strategy (homelessness reduction bill)</b></p>	<p>For members to review and scrutinise the impact the homelessness reduction act will have on Council resources by reviewing and contributing to the new homelessness prevention strategy and to scrutinise the impact the change ins strategy will have on homelessness prevention.</p>	<p style="text-align: center;">January 2018</p>	<p style="text-align: center;">September 2017</p>	<p style="text-align: center;">High</p>

## Housing Overview and Scrutiny Committee

<b>Houses in multiple occupation: change in legal status</b>	To scrutinise the Council's approach to enforcing standards of HMOs across the Borough in light of the anticipated legislative changes requiring 1 & 2 storey HMOs to obtain a licence.			Low
<b>Housing maintenance contract procurement</b>	Monitor the progress of the delivering the housing maintenance contract procurement.			High
<b>Housing options in private sector housing</b>	Investigate the use of private housing stock to house people on the housing register.			?
<b>Housing service performance indicators</b>	To monitor the performance of the housing services including scrutiny of responsive repairs satisfaction rates.			Low
<b>Housing strategy</b>	For members to input and contribute to the key priorities, principles and key issues for Waverley; and to receive and consider the draft Housing strategy report in Autumn 2017.	Autumn 2017	February 2018	High



## Housing Overview and Scrutiny Committee

<p><b>Housing voids (HRA asset management plan)</b></p>	<p>To review sections of strategy to reflect the HRA business plan options to either invest or seek disposal of void homes.</p>			<p style="text-align: center;">Low</p>
<p><b>Ockford Ridge</b></p>	<p>To scrutinise the development and refurbishment programme; and monitor the delivery of the project;</p> <p>And for members to consider a proposed in-depth scrutiny review by the Chairman and to agree initial lines of inquiry to be explored.</p> <p>*Site visit to Ockford Ridge + consider implications on the local school</p>	<p style="text-align: center;">4<sup>th</sup> July 2017</p>		<p style="text-align: center;">High</p>
<p><b>Private sector housing</b></p>	<p>For members to receive and review the enforcement of standards and compliance on private landlords (governance and regulations); and</p> <p>To scrutinise the impact of the changes to housing benefit on families and individuals who rent in the private sector.</p>			<p style="text-align: center;">High</p>

## Housing Overview and Scrutiny Committee

<p><b>Performance management report</b></p>	<p>For members to debate which performance information would be useful for scrutiny and how future performance reports should be presented.</p>	<p>4<sup>th</sup> July 2017</p>		
<p><b>Re-procurement of the repair and maintenance contracts</b></p>	<p>To monitor the procurement process to make sure contracts are delivered on time.</p>			<p>High</p>
<p><b>Responsibility as a social landlord and duty of care in the area of tenants' mental health</b></p>	<p>Possible in-depth review on the responsibility the Council has as a social landlord in a duty of care and mental health provision for tenants.</p> <p>New research by the charity Shelter has found that 1 in 5 adults have suffered from mental health problems due to pressures from housing over the last five years and 1 in 6 people said that housing pressures had affected their physical health. Additionally 69% of people who had experienced serious housing issues have suffered from poor mental health.</p> <p>Other issues relating to housing and wellbeing are: reducing numbers in unsuitable or overcrowded</p>			<p>Low</p>

## Housing Overview and Scrutiny Committee

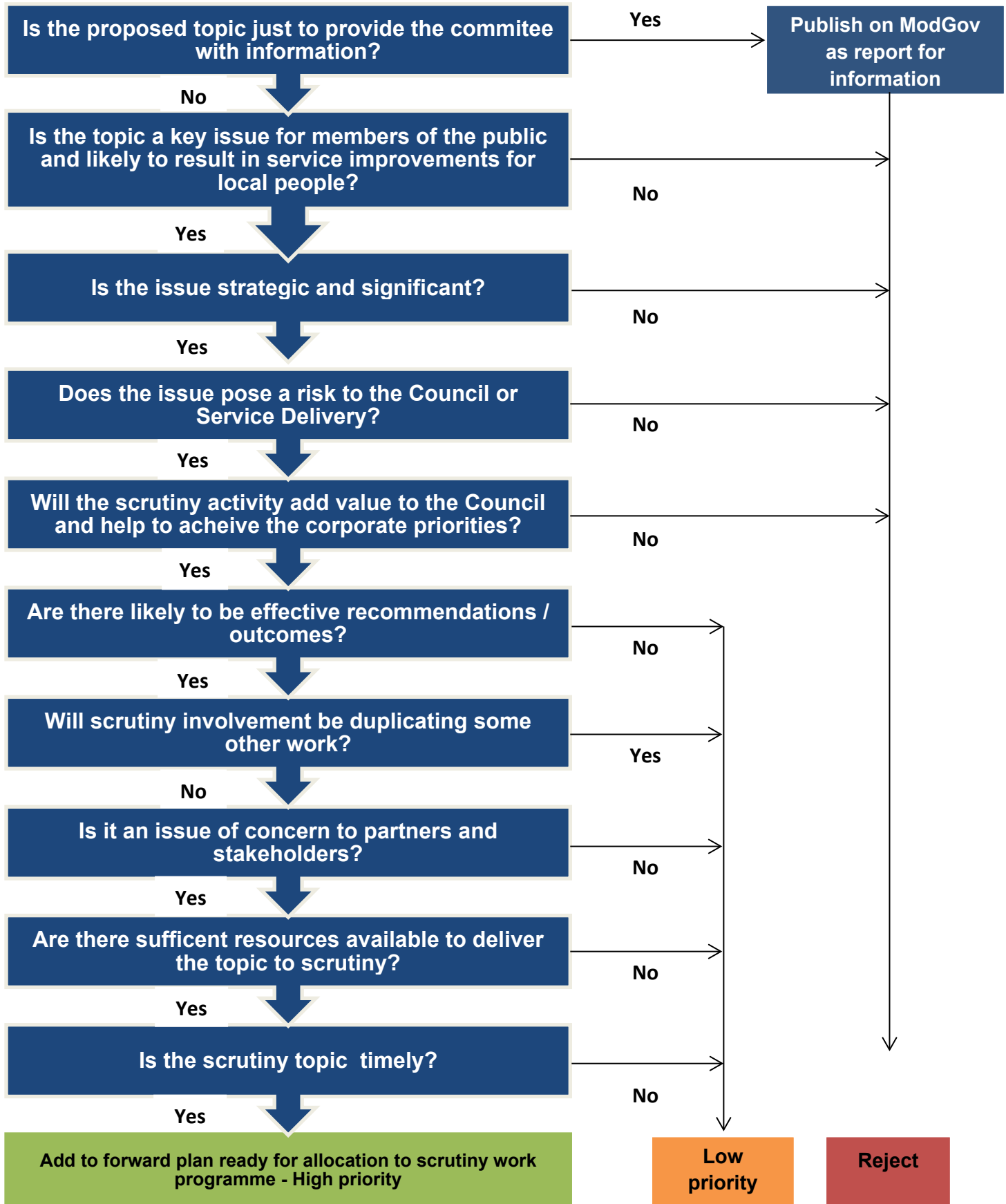
	accommodation in the context of an ageing population and fuel poverty.			
<b>Sheltered housing scheme</b>	To scrutinise the finances for Sheltered Housing and to consider the impact that any change in funding will have on the service.			High
<b>Standard of homes (HRA asset management plan)</b>	To examine how changes to the maintenance contracts and the introduction of the one per cent reduction in rental income will affect standards of homes.	2018		Low
<b>Tenancy agreement review (HRA development programme)</b>	To review the changes to the tenancy agreement & for members to decide the level of engagement they wish to have in this process.  Possible in-depth review?	4 <sup>th</sup> July 2017	December 2017	High
<b>Tenant panel voids report and Housing Service response</b>	To receive the tenants panel voids report and to scrutinise the housing services response.	4 <sup>th</sup> July 2017		

Section C

Proposed in-depth scrutiny reviews 2017-18

Subject	Objective	Key issues	Lead officer	Progress
1. Ockford Ridge				
2. Affordable housing?				
3. Homelessness prevention?				
4. Responsibility as a social landlord and duty of care in the area of tenants' mental health?				

**Selection Criteria for Overview and Scrutiny topics**



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## Waverley Borough Council Key Decisions and Forward Programme

This Forward Programme sets out the decisions which the Executive expects to take over forthcoming months and identifies those which are key decisions.

**A key decision** is a decision to be taken by the Executive which (1) is likely to result in the local authority incurring expenditure or making savings of above £100,000 and/or (2) is significant in terms of its effects on communities living or working in an area comprising two or more wards.

Please direct any enquiries about the Forward Programme to the Democratic Services Manager, Emma McQuillan, at the Council Offices on 01483 523351 or email [committees@waverley.gov.uk](mailto:committees@waverley.gov.uk).

### Executive Forward Programme for the period 7 June 2017 onwards

TOPIC	DECISION	DECISION TAKER	KEY	ANTICIPATED EARLIEST (OR NEXT) DATE FOR DECISION	CONTACT OFFICER	O AND S
<b>POLICY AND GOVERNANCE, HUMAN RESOURCES, BRIGHTWELLS AND LEP CLLR JULIA POTTS (LEADER)</b>						
1. Brightwells	To bring forward matters when necessary	Executive (and potentially Council)		Potentially each Executive meeting	Kelvin Mills	ENVT
2. Performance Management	Quarterly combined performance report	Executive		July 2017	Louise Norie	ALL
3. Independent Remuneration Panel – Members' Allowances	To receive the report and recommendations of the Panel	Executive and Council		July 2017	Emma McQuillan	CS and VFM
<b>CUSTOMER AND CORPORATE SERVICES – CLLR TOM MARTIN (DEPUTY LEADER)</b>						
1. Property Acquisitions	To bring forward opportunities for approval as they arise	Executive (and potentially Council)		Potentially each Executive meeting	David Allum	CS AND VFM

TOPIC	DECISION	DECISION TAKER	KEY	ANTICIPATED EARLIEST (OR NEXT) DATE FOR DECISION	CONTACT OFFICER	O AND S
2. Customer Services Review	To review and agree the way forward for Customer Services	Executive and Council	√	September 2017	David Allum	CS AND VFM
<b>PLANNING I – CLLR BRIAN ADAMS</b>						
1. Building Control Options Appraisal/Business Plan	To agree the way forward	Executive and possibly Council		July 2017	Elizabeth Sims	ENVT
2. CIL Draft Charging Schedule	To agree the next stage	Executive	√	October 2017	Graham Parrott	ENVT
3. Local Plan Part II – Approval for Regulation 18 Consultation	For approval	Executive and possibly Council		November 2017	Graham Parrott	ENVT
4. Local Plan Part I	For adoption	Executive and Council	√	November 2017	Graham Parrott	ENVT
<b>ECONOMIC DEVELOPMENT – CLLR ANDREW BOLTON</b>						
1. Economic Development Strategy	For approval	Executive and Council		July 2017	Damian Roberts	CS AND VFM
<b>COMMUNITY SERVICES AND COMMUNITY SAFETY – CLLR KEVIN DEANUS</b>						



TOPIC	DECISION	DECISION TAKER	KEY	ANTICIPATED EARLIEST (OR NEXT) DATE FOR DECISION	CONTACT OFFICER	O AND S
1. 'Prevent' Counter-Terrorism Strategy	To agree a Strategy and Action Plan	Executive		July 2017	Katie Webb	COMM WELL
2. Safeguarding Policy	To review and adopt the policy	Executive		Sept 2017	Kelvin Mills	COMM WELL
3. Joint Enforcement Team (JET) Initiative	To agree next steps	Executive		Sept 2017	Richard Homewood	ENVT

### ENVIRONMENT – CLLR JIM EDWARDS

1. Weydon Lane – Future Management	To report back on the outcome of the feasibility study and recommend a way forward	Executive		July 2017	Richard Homewood	ENVT
2. Disabled Parking Charges	To report on the outcome of the Equalities Impact Assessment and recommend a way forward	Executive		July 2017	Richard Homewood	ENVT

### HEALTH, WELLBEING AND CULTURE – CLLR JENNY ELSE

### FINANCE – CLLR GED HALL

1. Budget Management [E3]	Potential for seeking approval for budget variations	Executive (and possibly Council)	√	Potentially every Executive meeting	Peter Vickers	CS AND VFM
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### HOUSING – CLLR CAROLE KING

TOPIC	DECISION	DECISION TAKER	KEY	ANTICIPATED EARLIEST (OR NEXT) DATE FOR DECISION	CONTACT OFFICER	O AND S
1. Housing Delivery Board [E3]	Potential to approve and adopt policies and make decisions to assist in the delivery of affordable homes in the Borough	Executive (and possibly Council)	√	Potentially every Executive meeting	Andrew Smith	HOUSING
2. Partnership with Developers or Housing Associations for new Affordable Homes	Give consideration to matters as they arise to assist in the delivery of affordable homes in the Borough	Executive (and possibly Council)		Potentially every Executive meeting	Andrew Smith	HOUSING
3. Implementing requirements of the Housing and Planning Act 2016	Decisions to implement changes resulting from the Act	Executive (and possibly Council)	√	July 2017	Andrew Smith	HOUSING
4. Homelessness Reduction Bill	To agree a response and budget/grant allocations	Executive		September 2017	Andrew Smith	HOUSING
5. HRA Business Plan Review	To review the business plan as part of the budget process	Executive (and possibly Council)		November 2017	Hugh Wagstaff	HOUSING
6. Review Tenancy Agreements	To agree amendments and the consultation process	Executive		December 2017	Hugh Wagstaff	HOUSING
7. Housing Maintenance Contract Procurement [E3]	To report back on the progress of the project	Executive		January 2018	Hugh Wagstaff	HOUSING

TOPIC	DECISION	DECISION TAKER	KEY	ANTICIPATED EARLIEST (OR NEXT) DATE FOR DECISION	CONTACT OFFICER	O AND S
8. Approve Housing Strategy	To adopt the strategy	Executive and Council		February 2018	Andrew Smith	HOUSING
9. Asset Management Strategy [E3]	To adopt the strategy	Executive and Council		February 2018	Hugh Wagstaff	HOUSING

## PLANNING II – CLLR CHRIS STOREY

### Background Information

The agenda for each Executive meeting will be published at least 5 working days before the meeting and will be available for inspection at the Council Offices and on the Council's Website ([www.waverley.gov.uk](http://www.waverley.gov.uk)). This programme gives at least 28 days notice of items before they are considered at a meeting of the Executive and consultation will be undertaken with relevant interested parties and stakeholders where necessary.

**Exempt Information** - whilst the majority of the Executive's business at the meetings listed in this Plan will be open to the public and press, there will inevitably be some business to be considered which contains confidential, commercially sensitive or personal information which will be discussed in exempt session, i.e. with the press and public excluded. These matters are most commonly human resource decisions relating to individuals such as requests for early or flexible retirements and property matters relating to individual transactions. These may relate to key and non-key decisions. If they are not key decisions, 28 days notice of the likely intention to consider the item in exempt needs to be given.

This is formal notice under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 that part of any of the Executive meetings listed below may be held in private because the agenda and reports or annexes for that meeting contain exempt information under Part 1 of Schedule 12A to the Local Government Act 1972 (as amended), and that the public interest in withholding the information outweighs the public interest in disclosing it. Where this applies, the letter [E] will appear after the name of the topic, along with an indication of which exempt paragraph(s) applies, most commonly:

[E1 – Information relating to any individual; E2 – Information which is likely to reveal the identity of an individual; E3 – Information relating to the financial or business affairs of any particular person (including the authority holding that information); E5 Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings; E7 – Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime].

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