

FAREHAM

BOROUGH COUNCIL

AGENDA HOUSING TENANCY BOARD

Date: Monday, 29 July 2013

Time: 6.00 pm

Venue: Collingwood Room - Civic Offices

Members:

Councillor P J Davies (Chairman)

Councillor Mrs K Mandry (Vice-Chairman)

Councillors T J Howard

Mrs K K Trott

D M Whittingham

Deputies:

Mrs M E Ellerton

G Fazackarley

N R Gregory

Co-opted Members:

Alderman E Crouch

Mrs P Weaver

Mr G Wood

Mr B Lee

Mr S Lovelock

Deputy Co-opted Members:

Mrs E Bailey

Miss E Bartlett



1. Apologies for Absence

2. Minutes (Pages 1 - 6)

To confirm as a correct record the minutes of the Housing Tenancy Board meeting held on 20 May 2013.

3. Chairman's Announcements

4. Declarations of Interest and Disclosures of Advice or Directions

To receive any declarations of interest from members in accordance with Standing Orders and the Council's Code of Conduct and disclosures of advice or directions received from Group Leaders or Political Groups, in accordance with the Council's Constitution.

5. Deputations

To receive any deputations of which notice has been lodged.

6. Quarterly Performance Report - Tenancy Services (Pages 7 - 14)

To consider a report by the Director of Community on the Quarterly Performance Report for Tenancy Services.

7. Quarterly Performance Report - Building Services (Pages 15 - 26)

To consider a report by the Director of Finance and Resources on the Quarterly Performance Report for Building Services.

8. Review of Tenancy Agreements (Pages 27 - 62)

To consider a report by the Director of Community on a review of the Tenancy Agreements.

9. General Tenants Forum - Chairman's Report

The Chairman of the Tenants Forum is invited to provide a verbal summary of the issues discussed and the matters arising from the last meeting of the Forum.

10. Work Programme 2013/14 (Pages 63 - 66)

To consider a report by the Director of Community on the Board's Work Programme 2013/14.

P GRIMWOOD
Chief Executive Officer

www.fareham.gov.uk

19 July 2013

**For further information please contact:
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FAREHAM

BOROUGH COUNCIL

Minutes of the Housing Tenancy Board (to be confirmed at the next meeting)

Date: Monday, 20 May 2013

Venue: Collingwood Room - Civic Offices

PRESENT:

Councillor P J Davies (Chairman)

Councillors: T J Howard, Mrs K K Trott and D M Whittingham

Co-opted members: Mrs P Weaver, Mr B Lee, Mr S Lovelock and Mrs E Bailey
(deputising for Mr G Wood)



1. APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor Mrs K Mandry, Alderman E Crouch and Co-opted member Graham Wood.

2. MINUTES

It was AGREED that the minutes of the Housing Tenancy Board held on 18 March 2013 be confirmed and signed as a correct record.

3. CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed Councillor David Whittingham to the Board.

4. DECLARATIONS OF INTEREST AND DISCLOSURES OF ADVICE OR DIRECTIONS

There were no declarations of interest made at this meeting.

5. DEPUTATIONS

The Board received deputations from Mrs Mary Tree and Mr Clifford Murray regarding the recent increase in charges for Sheltered Guest Rooms (see item 6 below).

Mrs Tree and Mr Murray were thanked accordingly for their deputations.

6. REVIEW OF SHELTERED GUEST ROOM CHARGE

At the request of the Chairman, this item was brought forward as it was concerning the deputations that were made.

The Board discussed this item at length, taking into account the comments made by Mrs Tree and Mr Clifford (at item 5 above).

It was proposed that option (d) of the report be amended to state £7.00 for one person per night instead of the current £6.95.

It was AGREED that, subject to the amendment above, the Board recommends that the Executive endorse option (d), which reads "Reduce the charge to £7.00 for one person per night and £10.00 per night for a couple" .

7. TENANCY SERVICES PERFORMANCE REPORT FOR 2012/13

At the request of Chairman, the Work Programme was moved to the end of the agenda in order for any issues that arose during the meeting could be considered for the Work Programme.

The Board considered a report by the Director of Community on the performance monitoring data for Tenancy Services, which covered rent arrears, repossessions, void property management, estate inspections, anti-social behaviour and tenant consultation.

The report was presented by the Senior Housing Management Officer who took questions from members after each section of the report.

Rent Arrears:

The Senior Housing Management Officer acknowledged that the total arrears figure is extremely high, but did inform the Board that the figures have been run again twice since the report was created and the figures have started to decrease.

The Board expressed concern over the increase in rent arrears and the impact that the welfare reform will have on this in the coming months. The Board was informed that the Tenancy Services Division has nominated a current officer to tackle the smaller rent arrears cases as there are a larger amount of these which could be resolved quicker and would help reduce the arrear total.

Anti-Social Behaviour:

The Board noted the decrease in the number of reported incidents.

Estate Management:

Steve Lovelock raised the issue of no residents attending the estate inspection at Spencer Court stating that no one attended as no one was advised of the inspection. Feedback would be given to the appropriate Housing Officer. The Board were also advised that officers have been encouraged to send out flyers a week in advance of the Estate Inspections to ensure that all residents are notified.

Brian Lee raised the issue of redundant dry areas, and in particular the drying area at St Quentin house which is attracting anti-social behaviour. The Tenancy Services Manager confirmed that a consultation to remove the drying area at St Quentin House is due to begin shortly.

Tenant Involvement:

It was suggested that a Councillor attend all Estate Inspections in order to gain a better understanding of the issues raised by residents. The Senior Housing Management Officer informed the Board that plans to include Ward Councillor's in Estate Inspections have already been put into motion.

Steve Lovelock expressed a concern that issues raised from the tenant's forum are not being passed on to the Housing Tenancy Board and suggested that the minutes from the Tenants forum be added to the Board agenda for information only. The Director of Community reminded the co-opted members that they can suggest any items/issues to be added onto the Board's work programme.

It was AGREED that:-

- (a) the Board noted the content of the report.
- (b) the minutes from the tenant's forum be appended to future agendas for information only.

8. BUILDING SERVICES PERFORMANCE REPORT FOR 2012/13

The Board considered a report by the Director of Finance and Resources regarding the monitoring data for Building Service for 2012/13.

The Head of Building Services informed the Board that in addition to the information contained within the report he also had information regarding customer complaints for the period of 1 April 2012 to 31 March 2013. Thirteen complaints were received regarding Responsive Repairs and 28 complaints were received regarding Gas Servicing. There was a significant increase in complaints in March 2013 this was due to the extended cold weather and these numbers have now significantly decreased.

Several members of the Board raised an issue with the customer satisfaction cards, concerning the disparity of the cards being given out by contractors. The Head of Building Services assured the Board that discussions have taken place with the contractors to reinforce the importance of the cards.

It was AGREED that the Board noted the content of the report.

9. HOUSING CAPITAL PROGRAMME 2013/14

The Board considered a report by the Director of Finance and Resources concerning the Capital Investment Programme for the Housing Stock for 2013/14.

It was AGREED that the Board noted the content of the report.

10. HOUSING TENANCY BOARD WORK PROGRAMME - 2013/14

The Board considered a report by the Director of Community on the work programme for 2013/14. The Board's attention was drawn to the amendments to the work programme at item 2 of the report.

The Chairman had noted several items during the course of the meeting, which he felt needed to be considered for adding to the Work Programme.

It was AGREED that:-

- (a) a report on the impact of the welfare reform be added to the Work Programme on 27 January 2014;
- (b) a report on the review of Customer Satisfaction be added to the Work Programme on 28 October 2013;
- (c) subject to the revisions set out in the report, and the above amendments, the Work Programme for 2013/14 be approved; and
- (d) the updated Work Programme for 2013/14, attached as Appendix A to these minutes, be submitted to the Executive for information.

(The meeting started at 6.00 pm and ended at 7.45 pm).

APPENDIX A

HOUSING TENANCY BOARD –WORK PROGRAMME 2013/2014

Date	Subject	Training
20 May 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Tenancy Services Performance Report for 2012/13 • Building Services Performance Report for 2012/13 • Housing Capital Programme 2013/14 • Review of Sheltered Guest Room Charge 	
29 July 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Quarterly Performance Report - Tenancy Services • Quarterly Performance Report - Building Services • Review of Tenant Cashback Scheme Pilots • Housing Service Complaints • Review of Tenancy Agreements 	
28 Oct 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Quarterly Performance Report - Tenancy Services • Quarterly Performance Report - Building Services • A review of car parking on housing estates • Estate Improvements 2013/14 - An Update • Review of Customer Satisfaction 	
27 Jan 2014	<ul style="list-style-type: none"> • Preliminary review of Work Programme for 2013/14 and preliminary draft Work Programme for 2014/15 • Tenant and Leaseholder Satisfaction Survey • Housing Revenue Account including the Housing Capital Programme for 2014/15 • Quarterly Performance Report - Tenancy Services 	

Date	Subject	Training
27 Jan 2014	<ul style="list-style-type: none">• Quarterly Performance Report - Building Services• Impact of Welfare Reform	
14 April 2014	<ul style="list-style-type: none">• Review of Annual Work Programme for 2013/14 and final consideration of draft Work Programme for 2014/15• Tenancy Services Performance Report for 2013/14• Building Services Performance Report for 2013/14• Estate Improvements Programme 2014-15• Review and Update of Local Standards	

FAREHAM

BOROUGH COUNCIL

Report to Housing Tenancy Board

Date 29 July 2013

Report of: Director of Community

Subject: QUARTERLY PERFORMANCE REPORT - TENANCY SERVICES

SUMMARY

This report sets out Performance Monitoring data for Tenancy Services covering Rent Arrears and Repossessions, Void Property Management including Void Rent Loss, Estate Inspections and Satisfaction Levels for Estate Services, Anti-Social Behaviour, Tenant Consultation and Involvement.

RECOMMENDATION

That the Board notes and scrutinises the information contained within the report.

INTRODUCTION

1. This report for Board members' information and review provides information across a range of housing management services, including rent arrears, empty homes, anti-social behaviour, estate management and tenant involvement.

CURRENT TENANT ARREARS

2. As at the 7th July 2013 the level of current tenant arrears stood at £285,913.

Period	Arrears Total (£)	Arrears as % of Collectable Debit	Arrears compared to previous period	Arrears compared to similar period in previous year
Apr - Jun 2013	285,913	2.57	↓	↑

3. There has been a decrease in current tenant arrears since 31 March 2013. Further analysis shows that 3 patch areas have shown a decrease in arrears and 1 patch area has shown an increase.
4. A breakdown of current tenant arrears by patch area is shown in the table below:

Arrears Banding (£)	Portchester & SW Fareham	North Fareham	Stubbington & SE Fareham	Western Wards
< 100	£2150.86 (102 cases)	£2766.91 (78 cases)	£2299.73 (106 cases)	£2113.05 (106 cases)
100 - 249	£ 7342.95 (45 cases)	£6084.68 (36 cases)	£6905.47 (44 cases)	£4369.89 (27 cases)
250 - 499	£9523.85 (27 cases)	£12755.79 (33 cases)	£8502.37 (26 cases)	£8458.46 (22 cases)
500 -999	£13153.83 (18 cases)	£18028.09 (28 cases)	£14806.67 (21 cases)	£15043.09 (22 cases)
1000 - 1999	£27410.18 (19 cases)	£24096.45 (18 cases)	£14219.73 (11 cases)	£16301.01 (12 cases)
> 2000	£16887.81 (6 cases)	£30543.74 (10 cases)	£16039.37 (6 cases)	£17224.04 (6 cases)
Total	£76469.48 (217 cases)	£94275.66 (203 cases)	£62773.34 (214 cases)	£63509.54 (195 cases)

RENT ARREARS RECOVERY ACTION

5. The table below provides Board members with information about legal action taken to recover rent arrears:

Period	Notices Seeking Possession / Notices to Quit Served	Comparison to previous period	No. of Possession hearings at court	Comparison to previous period
Apr - Jun 2013	29	↓	13	↑

6. The possession hearings at court resulted in 1 outright possession, 2 adjourned stays of eviction, 5 suspended possession orders, 4 adjourned on terms and 1 stay of eviction dismissal.
7. Since the last meeting of the Board there have been 2 evictions for rent arrears and 1 eviction for serious anti-social behaviour.

EMPTY HOMES - RELETTING TIMES AND RENT LOSS

8. The table below provides Board members with information on the average time taken to relet the Council's empty homes from April to June 2013. The target time to relet homes is less than 21 calendar days.
9. Properties deemed to be "hard to let" have been excluded from the relet times shown below.

Period	Relet Times (Calendar Days)	Comparison to previous period	Comparison to similar period in previous year
April - June 2013			
General Purpose	26.75	↑	↑
Sheltered	34.11	↑	↑
Sheltered and General Purpose	29.40	↑	↑

10. At the end of June 2013, there were 34 empty properties - of which 20 were general needs and 14 were sheltered properties.
11. In terms of rent loss due to empty homes, the current level of rent loss as a percentage of the annual rent debit is 1.05%.

ANTI-SOCIAL BEHAVIOUR

12. The table below provides Board members with incidents of anti-social behaviour (ASB). The main complaint of ASB was due to noise nuisance caused by tenants and/or their visitors whilst consuming alcohol. Currently there are 3 tenants on an Acceptable Behaviour Contract and one tenant subject to possession proceedings.

Period	Number of reported incidents	Comparison to previous quarter	No. of serious cases	Comparison to similar period in previous year
Apr - Jun 2013	6	↓	2	↔

ESTATE MANAGEMENT

13. In the period April to June 2013 inclusive, 5 estate inspections were carried out. Details of the sites visited, issues identified and outcomes are shown below:

Areas Inspected	Issues Identified & Action Taken	Outcomes
Nashe & Hillson House, Nashe Way & Nashe Close (11/04/2013)	None identified	N/A
Hewett House (03/06/2013)	Minor fly-tipping	Letters to all residents and Streetscene removed and disposed of the items
Blenheim House (09/04/2013)	2 satellite dishes seen on individual maisonettes Blocked guttering on first floor level	Letters to tenants requesting removal (and subsequently removed) Cleared by Responsive Repairs on 01/05/2013
Belvoir Close & Elmhurst Road (02/05/2013)	Grass very long around the flats at Belvoir Close Signs on doors at the flat very faded and illegible	Streetscene attended the following week and cut the grass Responsive Repairs have placed an order to have the signs replaced/repainted
Redlands Lane (06/06/2013)	Overgrown garden at Medina House Fly-tipping at Spithead House & Langstone House	Tenant written to and follow-up visit arranged Letters sent to residents and Responsive Repairs removed and disposed of the items

14. The communal areas of the Council's blocks of flats and maisonettes are cleaned on a weekly basis. Windows to the communal areas and individual units within sheltered housing blocks are cleaned on a 3-6 monthly basis. Feedback is obtained from tenant and leaseholder representatives and housing staff and collated to give an overall satisfaction rate.
15. Quarterly performance meetings are held with the service provider and the last meeting was held on 8 May 2013. The service provider (OCS) attended a Block Captain event on 20 May 2013 and issues raised are being addressed.
16. The table below provides Board members with information on the level of satisfaction for the last quarter, together with further information on how this compared with the previous quarter and the overall satisfaction for the year to date. The table also shows the percentage of all blocks where feedback was obtained.

Period	Block Cleaning Satisfaction %	Comparison to previous quarter	Feedback Sample size %	Overall % satisfaction for the year to date
Apr - Jun 2013	71%	↓	89%	71%

17. The unsatisfactory responses were in the main about window cleaning (glass and frames) and stairwells. These issues have been brought to the attention of the service provider.
18. The external areas around housing blocks and general needs amenity areas - including garage service areas - are maintained by the Council's Streetscene team which provides the grounds maintenance service. The service includes grass-cutting, weed-treatment, litter-picking and sweeping of hard surfaces. Feedback is obtained from tenant and leaseholder representatives and housing staff and is collated to give an overall % satisfaction rate.
19. Quarterly performance meetings are held with the service provider and the last meeting was held on 6 June 2013.
20. The table below provides Board members with information on the level of satisfaction for the last quarter together with further information on how this compared with the previous quarter and the overall satisfaction for the year to date. The table also shows the percentage of all blocks where feedback was obtained.

Period	Grounds maintenance Satisfaction %	Comparison to previous quarter	Feedback sample size %	Overall % Satisfaction for year to date
Apr - Jun 2013	72%	↑	41%	72%

21. The unsatisfactory responses were in the main about grass cutting with comments that the grass was not blown or swept off paths and that litter was not removed before mowing. These issues have been brought to the attention of the service provider.

TENANT INVOLVEMENT

22. Tenant and leaseholder representatives have attended the following events since the last meeting of the Housing Tenancy Board:

Date	Event	Purpose
25 April 2013 and 23 May 2013	Editorial Panel meeting	To help produce the newsletter
27 April 2013	South Coast Training Conference	To receive training at a professional level of housing-related topics. To network with other tenants from other registered social landlords
16 May 2013	Tenant' Forum meeting	To discuss general housing service issues To raise awareness of housing matters
20 May 2013	Block Captain event	To review current monitoring procedures for gathering performance information and to implement any resulting changes
23 May 2013	Leaseholder Forum	To discuss leaseholder issues To raise awareness of leaseholder matters
14 June 2013	Comserv meeting	To discuss and review the repairs service provided

23. The main agenda items discussed at the last Tenants' Forum, Sheltered Housing Forum and Leaseholder Forum are outlined below:

TENANTS' FORUM

- Environmental Estate Improvements
- Welfare Benefit Changes

SHELTERED HOUSING FORUM

- Sheltered Housing - Accommodation Review
- Floating Support Service

LEASEHOLDER FORUM

- Estate Improvements
- Welfare Benefit Changes

RISK ASSESSMENT

24. There are no significant risk considerations in relation to this report.

CONCLUSION

25. This report has provided Board members with performance monitoring information relating to Tenancy Services. Board members are asked to note performance and put forward any suggestions that might improve the content and format of future performance monitoring reports.

Background Papers: None

Reference Papers: Minutes of Housing Tenancy Board 20 May 2013

Enquiries:

For further information on this report please contact Jane Cresdee. (Ext 4483)

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FAREHAM

BOROUGH COUNCIL

Report to Housing Tenancy Board

Date **29 July 2013**

Report of: **Director of Finance and Resources**

Subject: **QUARTERLY PERFORMANCE REPORT - BUILDING SERVICES**

SUMMARY

This report sets out performance monitoring data for Building Services covering all aspects of the service delivered to the residents for the first quarter of 2013/14.

RECOMMENDATION

That the Board notes and scrutinises the information contained in the report.

INTRODUCTION

1. This report sets out performance information for the responsive repairs service (Appendix A) and an update on the delivery of the capital programme by the planned maintenance team (Appendix B).
2. In addition to the performance information, assurance statements relating to the significant health and safety risks associated with the housing stock are provided below.

RESPONSIVE REPAIRS SERVICE

3. The customer satisfaction survey card return rate for the period to date is 25%, the level continues to increase from the previously reported figure for 2012/13 which is encouraging. The overall reported satisfaction levels of the service being provided continue to remain high.
4. Targets have been achieved for the percentage of works completed within target times for emergency and routine repairs and further monitoring is required to achieve the target for urgent repairs.
5. The targets set with regards to percentages of the total number of emergency, urgent and routine repairs are not being met and therefore the issued orders for this period will be checked to ascertain that the correct priorities are being attached and if found to be correct the targets will need to be reassessed.
6. The target values for the average cost of a repair continually to be bettered for emergency and urgent repairs categories and it is expected that the routine repair target will be achieved by the next reporting period.

PLANNED MAINTENANCE SERVICE

7. The major planned maintenance projects will generally be progressed by a combination of new tender opportunities and utilising existing long term agreements which have achieved beneficial rates for work compared to previous years, along with improved customer satisfaction.
8. There are a number of budgets which are provided as contingencies for unforeseen works (drainage replacements, structural repairs). These will be adjusted accordingly to levels reflective of works undertaken.

ASSURANCE STATEMENTS

9. The following statements outline the current implemented arrangements for specific health and safety matters related to the management of the housing stock:-

(a) Asbestos Management

In accordance with legislation, all communal areas of the housing stock have an asbestos register detailing all elements where asbestos containing materials (ACMs) are located. In addition, a typical 20% of the housing stock has been surveyed, records held in a database and relevant residents informed.

All elements which were recommended for removal have been completed. Remaining ACMs are to be managed and resurveyed on a periodic basis.

The asbestos register information is passed to contractors who are employed to

work on the housing stock with instructions to report any suspicious material immediately to the relevant contract administrator.

Currently there are no issues to report.

(b) Legionella Management

In accordance with the relevant Health and Safety Executive approved code of practice (L8), all communal water services have been independently risk assessed by specialists and managed by in-house employees and a specialist contractor.

Risk assessments are to be renewed this year and are subject to a formal review every subsequent 2 years. The risk assessment identifies remedial works (where necessary) and outlines a site specific management plan to prevent the growth and proliferation of the harmful legionella bacteria.

In-house staff such as sheltered housing officers are designated specific weekly and monthly tasks to ensure the water systems do not become stagnant and that temperatures are maintained within certain tolerances.

In addition, a specialist external contractor has been commissioned to undertake higher level tasks such as chlorinating shower heads, hot and cold water storage tank checks and water clarity inspections.

Currently there are no issues to report.

(c) Fire Precautions and Risk Assessments

Fire risk assessments are held for communal areas of all housing sites, identifying remedial works to improve the safety of residents in the event of a fire.

No significant works are outstanding.

A service agreement is held with a local company for the annual service requirements and breakdown attendance for fire detection and alarm installations where installed.

(d) Gas Servicing

In accordance with legislation, the Council has a statutory obligation to ensure all heating appliances have an annual landlord safety check. The current aim is to service all heating appliances every 10 months. TSG Building Services Ltd (TSG) is currently appointed as our heating servicing and repairs contractor.

The percentage of properties with a current gas safety certificate is currently at 99.72% as of 13th June 2013 meaning 5 homes have not permitted access.

The Council has a robust procedure for dealing with hard-to-access homes resulting in isolating gas supply if feasible, forced-entry or legal proceedings if necessary.

RISK ASSESSMENT

10. There are currently no significant risks associated with this service.

CONCLUSION

11. This report has provided members with performance monitoring and project delivery information relating to Building Services which Board members are asked to note.

Appendices:

Appendix A - Responsive Repairs Service Performance Indicators

Appendix B - HRA Capital Programme Delivery Update.

Background Papers: None.

Reference Papers: None.

Enquiries: For further information on this report please contact Chris Newman, Head of Building Services (Ext 4849).

RESPONSIVE REPAIRS SERVICE PERFORMANCE INDICATORS

Period 1 April 2013 to 30 June 2013

Performance Indicator	Statistics	Result	Target
Overall satisfaction with the responsive repairs service	480 returned cards during the period	99%	98%

Emergency Repairs - to be completed within 24hrs

Percentage of emergency repairs completed within target	550 in target from 564 completions	98%	98%
Ave. job cost for emergency repairs (£)	Ave. from 564 completions	49.52	74.30
Number of emergency jobs as a percentage of responsive repairs	564 from a total of 1871 completions	30%	20%

Urgent Repairs - to be completed within 5 days

Percentage of urgent repairs completed within target	679 in target from 719 completions	95%	98%
Ave. job cost for urgent repairs (£)	Ave. from 719 completions	81.73	106.90
Average time for completing urgent responsive repairs (days)	Ave. from 719 completions	5	5
Number of urgent jobs as a percentage of responsive repairs	719 from a total of 1871 completions	38%	30%

Routine Repairs - to be completed within 20 days

Percentage of routine repairs completed within target	564 in target from 588 completions	95%	95%
Ave. job cost for routine repairs (£)	Ave. from 588 completions	254.69	225.10
Average time for completing routine responsive repairs (days)	Ave. from 2512 completions	21	20
Number of routine jobs as percentage of response repairs	588 from a total of 1871 completions	31%	50%

10 complaints were received and recorded, 3 of which referred to lack of security lighting at sheltered accommodation sites.

HRA CAPITAL PROGRAMME 2013/14

Programme	Details
<p>Kitchen & Bathroom Renewals</p> <p>(Ongoing long-term arrangement)</p>	<p>Budget: £950,000</p> <p>This investment programme is to renew kitchens and bathrooms in line with the decent home standard. The works are undertaken using the 5 year term contract with MITIE Property Services Ltd who started their 3rd year in January 2013.</p> <p>Properties being considered this year are in the following roads/blocks:</p> <p>Condor Avenue, Eagle Close, Windmill Grove, Seaway Grove, Coral Close, Norgett Way, Denville Avenue, Drake Close, Hardy Close, Hunts Pond Road, Holly Close, Winnards Park and Barnes Lane.</p> <p>Programmes are developed using stock condition information and previous collected information from our own surveys. The majority of this year's budget will focus on bathrooms. The vast majority of kitchens meet the decency standard and do not qualify for renewal.</p> <p>The budget will also finance showering facilities within the bathrooms at our 'flagship' sheltered housing schemes Downing, Crofton and Barnfield Courts. Residents are offered a wet room (level access) showering facility in lieu of a standard bathroom modernisation, considering the 'lifetime home' initiative adopted by the Council for new build homes. Initial surveys have been completed and open days are held for residents to promote this investment.</p> <ul style="list-style-type: none"> • Barnfield Court is in progress and near completion. • Downing Court commenced in June and is anticipated to be completed by September. • Crofton Court is anticipated to be started in September and completed by December. • Properties that become void at these sites are undertaken as standard void work. <p>In addition, modernisations required at properties that become vacant will be funded from this budget. A sum of £100,000 is set aside for vacant properties to receive such works as required. The work is carried out by either the Council's Direct Service Organisation who undertake all other works to vacant properties or by MITIE on a schedule</p>

Programme	Details
	of rates basis.
<p>Recycling Bin Stores</p> <p>Spring/Summer 2013 project)</p>	<p>Budget: £30,000</p> <p>This budget is a contingency sum for the provision of recycling bin accommodation at blocks of flats and maisonettes.</p> <p>A scheme for recycling bin store improvements at Garden Court has been identified by Tenancy Services. This work will be undertaken during the summer of 2013.</p> <p>An improvement scheme at Spencer Court, Stubbington is also being investigated. Proposal options will be consulted with affected residents.</p>
<p>Other Communal Works</p>	<p>Budget: £50,000</p> <p>All common areas are inspected twice a year programme identifying any required works.</p> <p>No works have been identified at present.</p>
<p>Central Heating and boilers</p> <p>(Ongoing long-term arrangement)</p> <p>(Spring 2014 project)</p>	<p>Budget: £368,000 plus c/fwd from 2012/13 of £117,353</p> <p>This budget allows for replacing old and inefficient boilers with new condensing fuel efficient boilers and central heating systems. These boilers generally fail on a regular basis or are considered to be beyond economical repair.</p> <p>A schedule of rates agreement with TSG Building Services Ltd exists for responsive boiler replacement following breakdowns for approximately 80 properties.</p> <p>Garden Court communal heating system requires its electrical controls to be updated. Consultants will be required to design and develop the works for the procurement of the project.</p>

<p>External Works</p>	<p>Budget: £50,000</p> <p>This budget provides for properties that are identified for external works by the new stock condition survey. Such work will include fascia and soffit replacements with PVCu, re-pointing brickwork, chimney replacements, rebuilding boundary walls, relaying paths, etc. Validation survey work will be undertaken by Building Services to verify the extent of the suggested work. Any works identified during reactive visits will be undertaken using this budget.</p> <p>A Council wide external works (road surfacing, highway repairs, line marking etc) project has due tendered and is to be awarded in September 2013.</p>
<p>Major Reroofing</p>	<p>Budget: £20,000</p> <p>The need for major works to roof coverings is very low as reported in the recent stock condition survey. This is the result of the works undertaken across the borough within a 5 year roofing partnership contract with a local contractor which was completed in 2008.</p> <p>A nominal budget provision has been made to address any properties identified as requiring significant roofing repair or renewal works.</p> <p>Frosthole Close will be surveyed to ascertain the condition of the bay window flat roofs. Any subsequent works will be funded from this budget.</p>
<p>Structural Repairs</p> <p>(Spring 2014 project)</p>	<p>Budget: £150,000</p> <p>This budget will fund reactive structural works identified by the Responsive Repairs team and supported by specialist surveys and reports.</p> <p>A project to carry out concrete repairs and protective coatings to blocks of medium rise flats (blocks of 24) and maisonettes across the borough will be tendered.</p> <p>Engineering Consultants have been appointed to carry out condition surveys and develop a schedule of works for the procurement of the required remedial works. The initial findings report should be available by July for review. The report will inform the Council on preventative maintenance programmes to maintain the life of the concrete element of the buildings.</p>

<p>Security Doors</p> <p>(Summer 2013 projects)</p>	<p>Budget: £50,000</p> <p>Security doors and door entry systems to Belvoir Close flats and upgrading the door entry system at block 31-36 Northmore Close, Locks Heath are being considered.</p> <p>King George Road door entry system will be upgraded and the automated doors improved following complaints from residents that they are difficult to use.</p>
<p>Mobility Scooter Storage</p>	<p>Budget: £20,000</p> <p>This budget will be used to finance any mobility scooter storage facility requests which are feasible for sheltered housing sites.</p>
<p>Drain Replacements</p>	<p>Budget: £20,000</p> <p>This budget will be used to finance ad hoc drainage replacement works identified by the Responsive Repairs team and supported by CCTV survey and reports that is not the responsibility of Southern Water.</p>
<p>Revenue Budgets of interest to the Board:</p>	
<p>Disabled Adaptations</p> <p>(Ongoing long-term arrangement)</p> <p>(Spring 2012 project)</p>	<p>Budget: £186,000 plus c/fwd from 2012/13 of £98,512</p> <p>This work is carried out at the request of Social Services Occupational Therapists on an ad-hoc basis throughout the financial year. Primarily, adaptations requested are level access showers, over bath showers, grab rails, access ramps and stairlifts.</p> <p>A 5 year schedule of rates framework for adaptations commenced in April 2010 with Comserv UK Ltd. Significant savings in excess of £80,000 have been realised in the last financial period using these rates.</p> <p>Extensions are being considered to a 3 bedroom house in Winnards Park, Sarisbury and a 4 bedroom House in Northways, Stubbington.</p>

External Redecoration	<p>Budget: £150,000 plus c/fwd of £53,702</p> <p>External redecorations and associated repairs are carried out on a 7 year cyclical programme to maintain the Council's and leaseholders assets.</p> <p>The works have been undertaken using the long-term contract with Imperial Building and Decorating Contractors, who were due to commence their 3rd year of a 7 year term contract in spring 2012. Unfortunately the contractor has now become insolvent.</p> <p>A new 7 year contract arrangement is now being procured to progress the redecoration of properties, in preparation to commence in April 2014.</p>
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FAREHAM

BOROUGH COUNCIL

Report to Housing Tenancy Board

Date **29 July 2013**

Report of: **Director of Community**

Subject: **REVIEW OF TENANCY AGREEMENTS**

SUMMARY

This report provides board members with an update following the setting up of a working group to review the existing tenancy agreements and an outline of the consultation process and timetable.

RECOMMENDATION

That board members note the contents of the report.

INTRODUCTION

1. A report outlining plans to review the existing introductory and secure tenancy agreement was considered by the board at its meeting on 18th March 2013, when Paula Weaver, co-opted tenant representative was nominated to join a working group with two elected members from the Health and Housing Policy Development Review Panel and officers to review the agreements.
2. The working group met three times, focusing their attention in particular on reviewing the secure tenancy agreement as this had more recently been updated albeit back in 2006. Arising from discussion it was suggested that we combine the introductory and secure tenancy agreement, in that way there would be consistency in regard to terms and conditions.
3. The working group looked in detail at the existing secure tenancy agreement and viewed a number of other organisations tenancy agreements. Following discussion a revised combined agreement has been drafted for consultation purposes, a copy of the revised draft agreement is shown in appendix A for information purposes.

VARYING THE TENANCY AGREEMENT - LEGAL REQUIREMENTS

4. The terms of a secure tenancy may be varied in accordance with section 103 of the Housing Act 1985. This can be achieved through the service of a notice of variation on the tenant.
5. Before serving a notice of variation on the tenant the Council as landlord must issue the tenant with a preliminary notice;
 - (a) informing the tenant of the landlord's intention to serve a notice of variation,
 - (b) specifying the proposed variation and its effect, and
 - (c) inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the landlord considers reasonable; and the landlord shall consider any comments made by the tenant within the specified time made by the tenant within the specified time.
6. Once the Council as landlord has considered any comments made by the tenant a notice of variation will need to be prepared, which should:
 - (a) The variation effected by it, and
 - (b) The date on which it takes effect; and the period between the date on which it is served and the date on which it takes effect must be at least four weeks or the rental period, whichever is the longer.
7. The notice of variation, when served, shall be accompanied by such information as the landlord considers necessary to inform the tenant of the nature and effect of the variation.

THE CONSULTATION PROCESS

8. Informal consultation on the draft revised agreement will be carried out with the General Tenants Forum, other Council teams such as Building Services, Community Safety, Environmental Health, Strategic Housing and Streetscene Services, and partner organisations such as Southampton City Council's Legal Services team.

9. Following the informal consultation and any further amendments to the revised agreement the Council will need to prepare and serve a preliminary notice of consultation in accordance with section 103 as referred to earlier in this report and attach a copy of the proposed revised agreement.
10. Guidance states that the minimum consultation period for the preliminary notice should be 4 weeks. However as the consultation period is likely to be carried out at a time many residents may take their holidays the period is to be extended to 8 weeks.
11. The Council will need to consider any comments made within the preliminary notice period before serving the notice of variation. An audit trail of comments made and any responses or amendments will need to be kept.
12. Before service of the notice of variation a further report to the board will be made, with a similar report being taken to the Health and Housing Policy Development Review Panel prior to a report to the Council's Executive for final approval.

ESTIMATED TIMESCALES

13. The varying of a tenancy agreement can be a lengthy process. A guide on the timescales for each stage of the process is shown in the table below:

Consultation Stage	Target Dates
Informal consultation with Tenants Forum, other council teams and legal services	Ending 31 st July 2013
Preliminary notice to Tenants	Ending 11 th October 2013
Report to Housing Tenancy Board and Health and Housing Policy Development Review Panel	28 th October 2013 & 14 th November 2013
Report to Council's Executive	6 th January 2014
Variation notice to Tenants	3 rd February 2014
Revised Tenancy Agreement start date	3 rd March 2014

RISK ASSESSMENT

14. There are no significant risk considerations in relation to this report

CONCLUSION

15. This report has provided board members with details of the consultation process involved in updating the existing secure and introductory tenancy agreements.
16. The report also provides board panel members with an early opportunity to see the updated revised agreement upon which consultation will be carried out.

Appendices: [Appendix A](#): Revised Draft Secure and Introductory Tenancy Agreement

Background Papers: None

Reference Papers: Tenancy Agreement Report to Housing Tenancy Board 18th
March 2013

Enquiries:

For further information on this report please contact Jon Shore. (Ext 4540)

FAREHAM
BOROUGH COUNCIL

**Introductory and Secure
Tenancy Agreement**

**PLEASE NOTE THAT THIS IS AN IMPORTANT DOCUMENT
AND SHOULD BE KEPT IN A SAFE PLACE**

www.fareham.gov.uk

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3. Definitions

- **Communal areas** - means land around your home that is owned by us for housing purposes and which is not exclusively let to you or your neighbours. It therefore includes: stairways and landings in blocks of flats and communal parking and access areas.
- **Demotion Order** - an order of the court resulting in you losing your secure tenancy.
- **Entitlement** - payment or service you qualify for or receive.
- **Improvement** - means any alteration or addition to the property.
- **Locality** - means your home and the area nearby (whether or not it is part of the communal areas).
- **Service Charge** - means a charge for services such as cleaning and grounds maintenance.
- **Sub-let** - means where someone pays you rent to have exclusive right to part of your home e.g. a lodger.
- **We** - means Fareham Borough Council's housing service and the staff responsible for its housing work.
- **Written Permission** - a letter from the Tenancy Services Division of the Council.
- **You** - means the tenant (or joint tenants) named in the original tenancy sign-up or to whom the tenancy is passed on.
- **Your home** - means the house or flat, including any garden or other land, that is let exclusively to you.

1. Introduction

1.1 This agreement sets out the rights and obligations of the council and its tenants. It is the legal contract between us. It covers the following kinds of tenancy.

1.2 **Introductory tenancy** – Unless you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you begin your tenancy as an introductory tenant. Introductory tenancies are for a trial period. The trial period normally lasts one year, but may be extended. During the trial period, you have less security and fewer rights.

For example:

- your home is at much higher risk of repossession if you do not keep to this agreement
- you cannot buy your home
- you cannot exchange homes with other tenants.

1.3 **Flexible tenancy** – If you have been granted a flexible tenancy this will be for a minimum term of 5 years. The first year of which will be on an introductory tenancy when you have less security and fewer rights as outlined in 1.2 above.

1.4 **Secure tenancy** – If the trial period is successfully completed, you automatically become a secure tenant. If you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you are a secure tenant from the beginning of your new tenancy.

1.5 **Demoted tenancy** – A secure tenancy may be ended by a court order for some forms of anti-social behaviour and replaced with a demoted tenancy. A demoted tenancy has more limited rights, similar to an introductory tenancy.

Understanding this agreement

1.6 Please take time to read all of this agreement. We acknowledge that much of it will only apply if particular situations arise. Where one part of the agreement needs to be read with another part, we have tried to show that by cross-referencing the other part or paragraph numbers. But the agreement should be read as a whole in order to understand its full effect.

1.7 From time to time changes to the law affect tenancy agreements of this kind. This agreement is therefore subject to any such changes that there may be.

2. The Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of Fareham Borough Council (“the Council”) as your landlord and of you the tenant.

- The address of the property rented in this agreement:

- The name(s) of the tenants(s):

1. _____

2. _____

- This weekly secure/introductory/flexible tenancy starts on Monday _____

- The type of property: _____

Suitable for a dog to be kept: YES / NO (*delete as appropriate*)

- The maximum number of people allowed to live at property: _____

- The gross rent for the property: £ _____

This includes the following charges:

Heating charge Yes / No £ _____

General service charge Yes / No £ _____

Support service charge Yes / No £ _____

(These amounts are subject to variation with 4 weeks' notice given by the Council).

- **Arrears for a Former Council Tenancy** (cross through if not applicable)

A repayment agreement has been made to repay former tenancy arrears, known at the time this tenancy agreement is signed. This is for:

	Amount	Address of Former Tenancy
£	_____	_____
£	_____	_____
Total £	_____	_____

- The Council lets the property described above subject to the tenancy conditions set out in this agreement. If there is more than one tenant this agreement applies to you jointly.
- Any notice (whether in proceedings or otherwise) may be served on Fareham Borough Council by sending it or delivering it to:

Tenancy Services Division
 Department of Community
 Fareham Borough Council
 Civic Offices
 Civic Way
 Fareham
 PO16 7AZ

4. Tenancy Rights and Responsibilities

- 3.1 This agreement is a legal contract and signing it makes you a tenant. This gives you the rights and responsibilities that are the conditions of your tenancy.
- 3.2 If you are joint tenants each of you is responsible for keeping to this agreement, **including paying the rent.**
- 3.3 As the tenant **you must** keep to the conditions of this agreement. You are responsible **for regular rent payments** and for the conduct and behaviour of friends, relatives, any other people (including children) and pets living in or visiting the property, communal area or locality.
- 3.4 Your council tenant neighbours have the same rights and responsibilities as you do as a tenant.
- 3.5 **Changes to the conditions of your tenancy:**
Under Sections 102 and 103 of the Housing Act 1985 we may change the terms of your tenancy agreement. Apart from changes in rent or service charge we will always consult you before we make any change.
- 3.6 **Substantial changes in our housing service to you:**
We will consult you if there are any plans for these and give you 28 days (4 weeks) notice in writing before any changes begin.
- 3.7 **Your right to live in the property:**
This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take possession proceedings and the court takes the property away from you by granting us possession. For example:
- You break any of the conditions in this agreement. If you do we will take legal action to force you to meet the conditions, or ask the court for permission to evict you.
 - You stop using the property as your only, or main, home.
 - You have given false or fraudulent information to get the tenancy.

- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
- There is another reason under the Housing Acts 1985 and 1996 or any other law that is relevant to how the property is used.

3.8 If we decide to take possession action you will be served with the appropriate legal notice:

- The notice can be served on the property or on you in person.
- A notice served on you due to antisocial behaviour can lead to immediate possession action in court.
- If a notice is served on you for any other reason, possession action in court can begin 28 days (4 weeks) from that date.

3.9 If you breach any condition of this agreement we will charge you:

- The costs of taking action against you through the courts.
- The cost of putting right any breaches of your tenancy agreement.
- For any repairs or any other works to the property, communal area or locality due to that breach. This may be a Maintenance Recovery Charge.

3.10 You must pay any charge we raise against you, including Maintenance Recovery Charge.

3.11 Occupation of the property:

- You must** use the property as your only, or main, home.
- If you do not use the property as your only, or main home, your secure tenancy will end and we will take action to repossess the property.
- You must** tell us in writing if you will be away from the property for more than four (4) weeks, (this includes periods in hospital, nursing home or prison). This is so we know that you have not abandoned the property. If your job means that you are often away from the property, or away for long periods of time you should discuss this with us.
- If the property has been abandoned by you we can take the property back without going to court.

3.12 **Sub-letting:**

- a) **You must not sublet, even temporarily, the whole of the property.** You will immediately lose your secure tenancy and we will take action to repossess the property.
- b) **You must get written permission from us if you want to sub-let part of the property.**

3.13 From time to time the council conducts audits and inspections of the properties it rents to tenants. If requested by the council you must provide access and proof of your identity and anyone living with you.

3.14 **Assigning your tenancy:**

You can only assign your tenancy in the following ways:

- You are ordered to by the court.
- To someone who would be able to succeed to the tenancy if you died. You must get our written permission before you assign your tenancy on these grounds. We can refuse you permission but would not do so unreasonably.
- By carrying out a mutual exchange for which you must get our permission.

Please note that Succession (passing on your tenancy on your death) is not part of this agreement with you.

3.15 Ending your tenancy. – See Section 8 of this agreement – ‘Moving Out’.

5. Rent

4.1 Your rent at the start of your tenancy is shown on the front of this agreement.

4.2 When to pay your rent:

- a) **You must** pay your rent in advance and not in arrears.
- b) **Rent is due weekly.**
- c) We use a 52 week rent year.

4.3 Paying the Rent:

- a) **You must** pay the rent due for the property on time. It is what we charge you for living in the property. This rent must be paid even if you are waiting for a Housing Benefit or Universal Credit claim to be processed.
- b) **You must** pay any charges that form part of your rent on time. Examples are heating charges, sheltered housing services or support service charges.
 - **You must** pay these charges even if Housing Benefit or Universal Credit pays the rest of your rent or you are waiting for a claim to be processed.
- c) If you receive Housing Benefit or Universal Credit **you must** tell us **immediately** of any changes which may affect your entitlement.
- d) **Any unpaid or delayed rent will be recorded as rent arrears.**

4.4 Changes in the rent charged:

- a) We can change the amount of your rent and any charges forming part of it in accordance with legal requirements.
- b) We can charge you for any improvement, repair or service provided to the property that comes within government and legal requirements for the calculation of rent. This charge will form part of your rent.
- c) We will give you 28 days (4 weeks) written notice of any change to your rent, including any changes or additions to the charges forming part of your rent. This is called a "Notice of Variation".

4.5 **Support Services:**

There are different levels of support service.

The support charge forms part of your rent.

If you live in sheltered accommodation you **must accept and** pay for the cost of support service that is provided, unless you have agreed by mutual consent to receive a different level of service.

4.6 **If you are joint tenants:**

a) Your liability for the rent:

- You are all responsible for paying the due rent and any rent arrears.
- If rent arrears are owed we can take action to recover them from any one of you or all of you.

b) If any joint tenant leaves:

- The tenant who remains living in the property will be responsible for all rent due for the property, including any rent arrears already owed.
- If you are still named as a joint tenant you are liable for payment of rent and rent arrears even if you have moved out.
- If there are rent arrears on the property any action we take to recover them will be in the names of all the joint tenants.

4.7 **Rent Arrears Recovery:**

a) Being in rent arrears means you are breaking the conditions of your tenancy. We can end your tenancy and repossess your home by taking court action for an order to evict you.

b) If you are in rent arrears, we will deduct any money we owe you from the arrears amount e.g. in cases where you are eligible to receive a transfer grant.

c) If you apply for an accommodation transfer through us we may not allow this while you have rent arrears.

d) We are unlikely to find you another permanent home if you are evicted for rent arrears, even if you have children or dependants.

e) If you leave a tenancy owing us rent arrears and apply for rehousing in the future, your application will be given less priority or be excluded from our housing list.

4.8 Former Tenancy Arrears:

- a) Any known rent arrears from a previous tenancy with us are shown on the front of this agreement.
- b) If you owe rent arrears from a previous tenancy, these must be repaid as a condition of this tenancy. You may pay by instalments as agreed by us or the court.

4.9 Ending your tenancy and moving out:

See Section 8 of this agreement – ‘Moving Out’.

6. Use of the property

5.1 Condition of the property:

- a) **You must** keep the property:
 - In good condition, clean, tidy and decorated.
 - Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
 - Free from refuse which might attract pests or vermin.
- b) **You are** responsible for decorating the inside of the property:
 - If we give you any help with the cost or materials it must only be used for decorating the property.
- c) **You must not**, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the property or any provided fixtures and fittings.
- d) **You must not** tamper with, or permit anyone to, damage, disable or graffiti on any of the following at the property:
 - Door entry or emergency alarm equipment.
 - Smoke or heat detectors.
 - Gas, electricity or water supplies or meters.
- e) Our responsibilities for the condition of the property are stated in Section 7 of this agreement – ‘Repairs and Improvements’.

5.2 Use of inflammable material, including gas cylinders or bottles:

- a) **You must not** use or store any dangerous, explosives or inflammable material or substance in the property, communal areas, or sheds and storage areas in blocks of flats.
- b) On safety grounds **you must** tell us if you use oxygen cylinders and the equipment must be prescribed by a registered medical practitioner.

5.3 Condition of any communal areas in blocks of flats and maisonettes:

- a) **You must** keep the communal areas clean and tidy.
- b) **You must** keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c) **You must not** smoke in any communal hallways, corridors or lounges.

d) **You must not** tamper with, or permit anyone to, damage, disable, dirty or graffiti on anything of ours, including equipment in the communal areas.

This includes:

- Door entry or emergency alarm equipment.
- Lifts including the lift doors, machinery and control panels.
- Fire fighting and detection equipment and installations.
- Gas, electricity and water supplies or meters.
- Glass in panels and windows.
- Sheds and storage areas.

e) The proper disposal of rubbish and unwanted items is covered in Clause 3.7 – ‘Getting rid of rubbish’.

f) Our responsibilities for the condition of the communal areas are stated in Section 7 of this agreement – ‘Repairs and Improvements’.

5.4 **Use of gardens, yards and balconies forming part of the property:**

a) **You must** keep any gardens, yards and balconies:

- Tidy with any hard surfaces kept clean.
- Free from anything likely to cause an obstacle to anyone lawfully there, a fire risk, a health and safety hazard or structural damage.
- Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.

If you fail to comply with the above conditions we will charge you to remedy any breach (see section 3.9 of this agreement)

b) Grass must be kept cut and any hedges trimmed so that they do not encroach onto any adjacent public footpaths or access areas.

c) **You must not** cause any risk to your property or nuisance, annoyance, disturbance or risk to your neighbours e.g. by lighting bonfires or by burning non-domestic or hazardous materials.

d) **You must** get our permission in writing before you:

- Build a garage, carport, conservatory or similar structure.
- Erect a shed, fence or boundary wall or alter or remove an existing one.
- Plant a hedge or a tree or remove an existing one.

- Install a driveway, hard-standing or paved parking area.

We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission and building regulations approval).

- e) The boundary of the property is determined by us. Our decision is final in the event of any dispute regarding our land or its boundaries.
- f) **You must** help to keep any access paths clear at all times.

5.5 **Running a business, working or trading from the property:**

- a) **You must** get our permission before you or any other person begin running a business, working or trading from the property. We will not refuse permission unreasonably.
- b) We will not allow the following businesses to be run or operated from the property:
 - Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
 - Shops or wholesale businesses where customers would have to visit the property.
 - Any business or trade likely to cause nuisance or annoyance to other people or damage the property, our land or communal areas.
 - Any business or trade which involves using the property or locality for any illegal or immoral purpose.
 - Any business or trade using controlled substances such as chemicals.
- c) If we do give you permission **you must** also have and maintain any necessary insurance, legal permissions and an appropriate level of public liability insurance.
- d) If any business, trade or work at the property breaches any conditions of this agreement we will withdraw our permission. If we do this it must stop operating.
- e) You, or anyone you are responsible for as the tenant, **must not** run a business, work or trade from:
 - Any communal areas in our blocks of flats or maisonettes.
 - Any of our garage blocks.
 - Any land in the locality of the property (e.g. parking or grassed areas).

5.6 **Cars and other vehicles:**

(including motor vehicles, caravans, boats and trailers or similar).

Parking:

- a) At the property **you must** only park on a properly constructed hard-standing, driveway, paved parking area or in a garage. (Clause 5.4(d) of this agreement covers their construction).
- b) In the areas on our land where we allow parking, or at the property, **you must not** park any vehicle which is:
 - A Heavy Goods Vehicle (HGV) over 3.5 tonnes.
 - A boat, trailer or horsebox.
 - A caravan or motorhome.
 - Without the required tax.
 - In a wrecked, derelict, dangerous or unroadworthy state.
- c) **You must not** allow any vehicle you are responsible for to be lived in at the property or on our land.
- d) **You must not** keep any motor vehicle (e.g. motorcycle or moped) inside the property, in any indoor communal area or in sheds in blocks of flats or maisonettes.
- e) **You must not** park obstructing access to:
 - the emergency services.
 - the refuse and recycling vehicles.
 - other properties in your locality.
- f) **You must not**, or permit anyone to, park on or move any vehicle across, our forecourts, grassed areas or footpaths, including any hatched areas.
- g) In parking areas with marked bays you, or anyone you are responsible for, **must only** park within those bays.
- h) You, or anyone you are responsible for, **must not** park in our disabled parking bays unless you are eligible to do so. **You must not** obstruct users access to these bays or park obstructing a dropped kerb access.

Our decision in respect of parking is final.

Repairs to vehicles:

- a) You, or anyone you are responsible for, **must not** carry out frequent or major repairs to vehicles at the property or on our land.

- b) You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles if:
- It causes no nuisance, disturbance or risk to nearby residents.
 - You leave the area clean and tidy with no damage to our property or land.
 - It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint).
 - The work is not part of a business trading or being operated from, the property, communal areas or land in the locality. (Clause 5.5 covers the running of vehicle related businesses).

5.7 **Getting rid of rubbish:**

- a) **You must** ensure that rubbish and unwanted items from your property are disposed of in the proper way.

- **You must not** allow it to build up in the property.

(Clause 5.1 covers the condition the property should be kept in).

- **You must not** improperly dispose of it on our land, communal areas or in the locality. If you do we will charge you.

- b) **In blocks of flats or maisonettes you:**

- **Must** put your rubbish and unwanted items in the areas or containers provided or arrange for their proper disposal elsewhere.
- **Must not** leave any rubbish or unwanted items in any communal areas not meant for their storage or collection.
- **Must not** block access to fire exits or fire fighting equipment with rubbish or unwanted items.
- **Must not** throw anything, or allow anything to fall from, any windows, balconies or communal areas.

- c) If any syringes or needles are used by yourself or anyone living in or visiting the property you must ensure they are disposed of safely and not left where anyone in the locality, our staff or contractors may come into contact with them.

5.8 **Dogs and other animals:**

“animals” includes pets

a) **You must not** keep any animal which we feel is unsuitable; these include but are not limited to:

- Livestock such as pigs, goats or horses or similar.
- All venomous (poisonous) insects and spiders.
- All large, poisonous or constrictor snakes or lizards.
- Any animal listed in legislation as:
 - * A dangerous wild animal (e.g. Dangerous Wild Animal Act 1976).
 - * Wildlife that cannot be kept unless it is for scientific or conservation purposes (e.g. Wildlife and Countryside Act 1981).
 - * A species prohibited from trade, import or export (e.g. Endangered Species (Import and Export) Act 1976).

If you are unsure whether an animal is unsuitable please ask us before you keep it at the property. Permission will be removed if you do not keep to the following conditions.

Dogs:

- b) This tenancy agreement states on the front page whether a dog can be kept at the property.
- c) If the property is stated as not suitable for a dog:
 - **You must not** keep a dog at the property.
 - **You must not** allow a dog onto the property or surrounding communal areas.
- d) Clauses 3.8 (b and c) do not apply to Registered Assistance Dogs but see (e) below.
- e) If the property is stated as suitable for a dog, or you want a Registered Assistance Dog in accordance with 3.8 (d) above **you must** still have written permission from us before keeping any dog.
 - **You will not** be given permission to keep the specific types of dogs restricted by law (e.g. Dangerous Dogs Act 1991) as being bred for fighting or presenting serious danger to the public.

- f) Any written agreement by us allowing you to keep a dog is subject to you:
- Keeping the dog under proper control.
 - Complying with any legislation concerning the keeping and control of dogs.
 - Not allowing fouling, excessive barking or other nuisance behaviour.
 - Ensuring any garden, yard or balcony is properly fenced, secure and clean.

g) **Birds:**

You must have our permission before you keep the following at the property:

- Pigeons or doves.
- Birds in an outdoor aviary or similar structure.
- Birds of prey.

(You will not be given permission for a bird listed in clause 3.8 (a)).

h) If you are banned from keeping an animal:

If you, or anyone living with you, have been banned by a court from keeping an animal then you must not keep that type of animal at the property.

i) Wild animals:

You **must not** do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or locality.

j) Numbers of any animals that may be kept.

You must not keep more than 2 animals at the property without our written permission first.

k) **You must not** breed animals at the property.

- l) In cases of cruelty to animals, the council will withdraw its permission for you to keep the animal/s and you must then remove it/them from your home. The council will also report these cases to the RSPCA or the Police.

7. Anti-Social Behaviour

- 6.1 **You are** responsible for the behaviour of friends, relatives, other people (including children) and pets living in or visiting the property, communal areas or locality.
- 6.2 You, your family, visitors, or people who live at the property **must not** behave in an antisocial way or instruct others to do so. This means **you must not** and **must not allow others** to:
- a) Do anything which causes a nuisance, annoyance or disturbance to anyone in the locality.
 - b) Do anything which interferes with the peace, comfort, safety or convenience of anyone living in the locality.
 - c) Use the property, communal area or locality for any immoral or illegal purpose or commit an arrestable offence there.
 - d) Harass, verbally abuse, use violence or threaten to do this towards anyone in the locality whether they are living, visiting or working there.
This includes doing this because of someone's:
age disability gender national origin religion colour
ethnic origin HIV status race sexuality
 - e) Psychologically, emotionally or sexually abuse anyone living in the property or in the locality.
 - f) Use violence or threaten this to our staff, contractors or councillors.
 - g) Do anything which causes nuisance, annoyance, disturbance or harassment to our staff, contractors or councillors.
- 6.3 **You must not** make false or malicious complaints to us about anyone.
- 6.4 We may take legal action to stop you, your family, visitors or people living at the property behaving in an anti-social way. This includes taking legal action to obtain an injunction, demotion order, anti-social behaviour order or evict you from the property.

6.5 We are unlikely to find you another permanent home if you are evicted because of anti-social behaviour, even if you have children or dependents.

6.6 If as a result of anti-social behaviour you are evicted, you may in the future be excluded from reapplying for housing with us, or we may give your application less priority.

Our responsibilities:

- a) We will recognise your right to live in your home in the way you choose as long as you, your family, visitors or people living at the property do not break any conditions in this agreement.
- b) We take anti-social behaviour very seriously and where appropriate we will use available legal powers to take action against those causing the problem.
 - Before we can take any action we need appropriate and sufficient evidence.
- c) We will give you help and advice if you report anti-social behaviour.
- d) We will tackle your complaints, keep you informed and take appropriate action to deal with the problem.
- e) We will refer complaints about antisocial behaviour to a mediation service or to other agencies as appropriate.

Shown below are some examples of anti-social behaviour:

- Harassment by:
 - ◆ Using abusive, threatening or insulting words, behaviour or graffiti.
 - ◆ Using or threatening violence against people or pets.
 - ◆ Damaging, or threatening to damage, another person's home or possessions.
 - ◆ Sending grossly offensive or threatening letters.
 - ◆ Making nuisance phone calls.
- Causing a nuisance, annoyance or disturbance by:
 - ◆ Failing to control the behaviour of your children.
 - ◆ Offensive drunkenness.
 - ◆ Playing loud music or television.

- ◆ Loud arguing or shouting.
- ◆ Banging and slamming doors.
- ◆ D.I.Y. or using household appliances at unreasonable hours.
- ◆ Repeatedly playing ball games against someone else's property or in a communal area.
- Using the property or the locality for:
 - ◆ The purposes of prostitution.
 - ◆ Selling, dealing, making, growing or storing illegal drugs.
 - ◆ Illegal making, downloading, dealing, distributing or importing pornographic or obscene material or computer images.
 - ◆ Smuggling goods, materials, animals or people.
 - ◆ Keeping or using an illegal or unauthorised firearm or offensive weapon.
 - ◆ Activities related to the incitement of racial hatred including storing or displaying offensive items or materials.
- Issues addressed under the 'Use of the Property' section in this agreement may also be acted on as anti-social behaviour. For example:
 - ◆ Failing to keep the property in good condition.
 - ◆ Not getting rid of rubbish and unwanted items in a proper way.
 - ◆ Dog fouling or barking.
 - ◆ Keeping unsuitable animals.
 - ◆ Operating a vehicle repair or sale business from the property or locality.

Please note that these are examples of anti-social behaviour and do not mean we cannot take action on behaviour, or other sections of this agreement, not listed here.

Shown below are some examples of action we could take against anti-social behaviour:

- Offer mediation services.
- Ask a court to grant an injunction against those causing the problem.
- Refer the problem to, or work with, other agencies such as Social Services, Environmental Health Services or the Police. These agencies

can then use their own powers including fines, seizing of goods or tackling parenting issues.

- Ask a court to end the tenancy of, and evict, the tenant where someone is causing a problem by their antisocial behaviour.
- Apply to the Court for a “Demotion of Tenancy” Order – which reduces the security of tenure and removes the tenant’s Right to Buy (if any) for a year.

8. Repairs and Improvements:

Our responsibilities:

- 7.1 **We will** look after the property by keeping in repair and proper working order the:
- Structure and exterior including floors, walls, roof, windows, drains and gutters.
 - Outside decoration.
 - Installations for supplying:
 - * Electricity, gas, water and sanitation including the toilet, bath and sink.
 - * Room heating and hot water. This includes an annual service of all gas appliances installed and maintained by us and an inspection of the electrical wiring every 5 years.
- 7.2 **We will** take reasonable care to keep the communal areas of blocks of flats and maisonettes in repair and fit for use.
- 7.3 **We will** carry out reported repairs within a reasonable time period:
- When you report a repair we will tell you when we will carry it out by.
 - **We will** decide on the nature of the repair to be carried out.
- 7.4 If the property needs to be empty for major building works, redevelopment or demolition:
- **We have** the right to take possession.
 - **We must** offer you a suitable alternative property before we take possession.
 - If we only need you to move out temporarily you must return to the original property on completion of the work – unless you have our written permission to remain in the other property.
- 7.5 **If you apply to buy the property:**
- **We will** only maintain essential services and keep the property wind and watertight.

- If you buy the property our repair responsibilities under this tenancy agreement end.

Your responsibilities:

- 7.6 **You must** report any repairs that we are responsible for, as soon as possible.
- 7.7 **You are** responsible for the safe and legal installation, repair and maintenance of your own household equipment (e.g. cooker and washing machine). We will charge you if this equipment causes damage to your neighbouring property, requiring us to carry out repairs.
- 7.8 **You are** responsible for providing and replacing your household appliances, furniture and personal belongings.
- 7.9 **You must not** artex walls.
- 7.10 **You are** responsible for the safe repair and maintenance of any improvements or alterations you have done at the property, unless we have agreed in writing to do this ourselves.
- 7.11 **Staff and contractors:**
- a) **You must** allow our staff and contractors to enter the property to carry out inspections, repairs, servicing, replacement, improvement works and works to remedy any breaches of this agreement.
 - b) **We will** give you reasonable notice that we need access. The notice period will vary according to the urgency of the situation.
 - c) In emergencies our staff and contractors can:
 - Enter the property without any notice if we feel there is a risk of personal injury or damage to our, or neighbouring property.
 - **Force entry to the property even if no-one is home at the time.**
 - Examples of these situations include:
 - * The property is in a dangerous structural condition.
 - * Gas leaks.
 - * Burst pipes or overflowing water damaging the property or neighbouring properties.

d) **You must** give us access to service the:

- Gas supply and any gas appliances installed and maintained by us.
- Electric supply, wiring and outlets.

If you do not give us access we can force entry to the property to do this work.

e) If you prevent us from entering the property **we will** charge you for the cost of taking action to ensure we can get in and meet our legal obligations as a landlord.

7.12 **You must** have our written permission before you carry out any additions, improvements or alterations to the property, including for a satellite dish or for laminate or wood-block flooring.

- If you do not we will charge you for the cost of reinstating the property.
- If any conditions we set for this are not met our permission will be taken away.
- You must get any other necessary approvals (e.g. planning permission and appropriate public liability insurance) before you do this work.

7.13 **We will charge you for, and you must pay for:**

- Any work to or at the property, neighbouring properties or communal areas which is due to misuse, neglect, negligence or deliberate damage by you or anyone whose behaviour you, as tenant, are responsible for.
- Any damage to, or anything of ours missing from, the property (including doors, window glass or kitchen units) unless the police issue you with a crime number and it was not done by someone whose behaviour you were responsible for. In certain exceptional circumstances we may agree not to charge you.
- Any damage to, or anything of ours missing from, any council shed included in your tenancy unless the police issue you with a crime reference or incident number and it was not done by someone whose behaviour you were responsible for.

7.14 If you are moving out see Section 8 of this agreement – ‘Moving Out’.

9. Moving Out

- 8.1 The conditions in this agreement apply up to and including the date your tenancy ends.
- 8.2 **Giving notice to end your tenancy:** (This does not apply if we are evicting you).
- a) You **must** give us a minimum of 4 weeks notice in writing, ending at midday on a Monday that you are moving out. This notice must be given to the Tenancy Services Division, Department of Community, Fareham Borough Council.
 - b) The number of weeks notice given can be reduced where:
 - You have accepted a transfer through us to move to a property that is ready to move into.
 - We have asked you to move out to allow us to do major works.
- 8.3 **Your rent when you end your tenancy and move out:**
- a) You **must** pay the rent up to the end of your notice period.
 - b) You must return your keys to us by that date. You will be charged a full weeks rent, for each week until you return your keys (a rent week ends at midday each following Monday).
- 8.4 **Giving us vacant possession of the property:**
- When you move out you must give us vacant possession of the property by not leaving anyone living there.
 - We will take court action to remove anyone left in the property and you will be charged for the legal costs of this.
- 8.5 **When you move out of the property you must:**
- a) Leave the property, including its garden, yard or shed, and our fixtures and fittings in good condition, clean, tidy and fit for use.
 - b) Return the keys for all the lockable doors and windows.
 - c) Ensure no animals are left at the property.

- d) Remove all your belongings (including furniture and carpets) and any rubbish. You can leave items specified in writing at your pre-vacation inspection.
- e) Dispose of any rubbish or unwanted items in the proper way (see Section 5.7 – ‘Getting Rid of Rubbish’).
- f) Ensure any disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements.
- g) Remove any alterations, improvements or additions to the property for which:
 - We have not given permission.
 - You have not met the conditions of our approval.
 - We did not give you permission to leave behind.
 - That part of the property should also be reinstated to its original condition.
- h) If you do not do any of the above we will charge you for us doing it instead. In certain exceptional circumstances we may agree not to charge you.

8.6 When your tenancy ends, **you may** be entitled to compensation for certain improvements if you have made them with our permission. If payable, we will deduct any sums owed to us.

8.7 We will not pay compensation if the tenancy has ended because you broke the conditions in this agreement.

8.8 If you move out of or abandon a property any belongings left behind, including personal effects and furniture, will be disposed of, stored or sold at our discretion and in line with legal requirements.

10. Signing the Tenancy Agreement

NB - All tenants must sign below after reading this agreement.

- **“The information I (we) gave in the housing application form was and still is true.**
- **I (we) agree to the conditions in this Tenancy Agreement.**
- **I (we) have received a copy of the Tenants Handbook.**

Print name

Signature

1.

2.

Area Housing Estates Officer/

Sheltered Housing Officer

Signature

Print name

for and on behalf of Fareham Borough Council

Date _____

12. Contact Details

Fareham Borough Council	☎ 01329 236100 e-mail - customerservices@fareham.gov.uk
Tenancy Services	☎ 01329 824435 e-mail - housing@fareham.gov.uk
Housing Options	☎ 01329 824343 e-mail - customerservices@fareham.gov.uk
Benefits	☎ 01329 824646 e-mail - benefits@fareham.gov.uk
Housing Repairs	☎ 0800 1412194 e-mail: responsiverepairs@fareham.gov.uk
Citizens Advice Bureau	☎ 08444 772232
Community Savers	☎ 07511 900833 e-mail: fcs@sehco.org.uk
Gas Repairs	☎ 0800 7812739
Gas Leak	☎ 0800 111999
Water	☎ 02392 477999 (Portsmouth) or 0845 2780845 (Southern)
Electricity	☎ 0800 0727282
Hampshire County Council	☎ 0845 6035630 (Adult Services) ☎ 0845 6035620 (Childrens' Services) ☎ 0845 6004555 (Occupational Therapy) ☎ 0845 6035633 (Highways)
Police	☎ 101 or 999 in the event of an emergency

FURTHER INFORMATION ON THIS AGREEMENT CAN BE OBTAINED FROM:

**TENANCY SERVICES TEAM
DEPARTMENT OF COMMUNITY
FAREHAM BOROUGH COUNCIL
CIVIC OFFICES
CIVIC WAY
FAREHAM
PO16 7AZ**

FAREHAM

BOROUGH COUNCIL

Report to Housing Tenancy Board

Date **29 July 2013**

Report of: **Director of Community**

Subject: **WORK PROGRAMME 2013/14**

SUMMARY

The proposed Work Programme for the year was agreed by the Board at its meeting on 20 May 2013.

RECOMMENDATION

Members are invited to further review the Work Programme for the year 2013/2014 and endorse the revised changes as detailed in the report. The Work Programme for 2013/14 is attached as Appendix A.

INTRODUCTION

1. At the last meeting of the Board, on 20 May 2013, members agreed a draft Work Programme for 2013/14 which was submitted to the Executive at its meeting on 10 June 2013. The Work Programme is attached as Appendix A to this report.

AMENDMENT TO THE WORK PROGRAMME FOR 2013/14

2. The Board is requested to endorse the decision to amend the Work Programme as detailed below:-
 - (i) The report titled 'Review of Tenant Cashback Scheme Pilots' has been deferred from the Board's meeting of 29 July 2013 to a date still to be confirmed.
 - (ii) The report titled 'Housing Service Complaints' has been deferred from the Board's meeting of 29 July to 28 October 2013.
 - (iii) A report titled ' Findings from Energy and Water Survey' has been added to the Board's agenda for 28 October 2013.

RISK ASSESSMENT

3. There are no significant risk considerations in relation to this report

CONCLUSION

4. The Board is now invited to:-
 - (i) endorse the decisions to make the revisions to the 2013/14 Work Programme as stated in paragraph 2 above;
 - (ii) confirm the programme items as set out in Appendix A; and
 - (iii) inform the Executive for information.

Appendix A: Housing Tenancy Board Work Programme for 2013/14

Background Papers: None

Reference Papers: Minutes of Housing Tenancy Board 20 May 2013 - Point 10

Enquiries:

For further information on this report please contact Jon Shore. (Ext 4540)

Appendix A

HOUSING TENANCY BOARD –WORK PROGRAMME 2013/2014

Date	Subject	Training
20 May 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Tenancy Services Performance Report for 2012/13 • Building Services Performance Report for 2012/13 • Housing Capital Programme 2013/14 • Review of Sheltered Guest Room Charge 	
29 July 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Quarterly Performance Report - Tenancy Services • Quarterly Performance Report - Building Services • Review of Tenancy Agreements 	
28 Oct 2013	<ul style="list-style-type: none"> • Work Programme 2013/14 • Quarterly Performance Report - Tenancy Services • Quarterly Performance Report - Building Services • A review of car parking on housing estates • Estate Improvements 2013/14 - An Update • Review of Customer Satisfaction • Housing Service Complaints • Findings from Energy and Water Survey 	
27 Jan 2014	<ul style="list-style-type: none"> • Preliminary review of Work Programme for 2013/14 and preliminary draft Work Programme for 2014/15 • Tenant and Leaseholder Satisfaction Survey • Housing Revenue Account including the Housing Capital Programme for 2014/15 • Quarterly Performance Report - Tenancy Services • Quarterly Performance Report - Building Services • Impact of Welfare Reform 	

Date	Subject	Training
14 April 2014	<ul style="list-style-type: none">• Review of Annual Work Programme for 2013/14 and final consideration of draft Work Programme for 2014/15• Tenancy Services Performance Report for 2013/14• Building Services Performance Report for 2013/14• Estate Improvements Programme 2014-15• Review and Update of Local Standards	

Unallocated items

- Review of Tenant Cashback Scheme Pilots'