

AGENDA
HEALTH AND HOUSING POLICY
DEVELOPMENT AND REVIEW PANEL

Date: Thursday, 18 July 2013

Time: 6:00 pm

Venue: Collingwood Room - Civic Offices

Members:

Councillor Mrs M E Ellerton (Chairman)

Councillor T G Knight (Vice-Chairman)

Councillors Miss S M Bell

P J Davies

N R Gregory

D L Steadman

Mrs K K Trott

Deputies: G Fazackarley

D C S Swanbrow

D M Whittingham



1. Apologies for Absence

2. Minutes (Pages 1 - 4)

To confirm as a correct record the minutes of the Health and Housing Policy Development and Review Panel meeting held on 23 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. Presentation on Fareham's Eco-Housing Exemplar

To consider a presentation by the Director of Community on Fareham's Eco-Housing Exemplar.

7. The Government's Green Deal (Pages 5 - 20)

To consider a report by the Director of Community on the Government's Green Deal

8. Floating Support Services for Older Persons (Pages 21 - 24)

To consider a report by the Director of Community on Floating Support Services for Older Persons

9. Affordable Housing Programme (Pages 25 - 42)

To consider a report by the Director of Community on the Affordable Housing Programme Annual Report.

10. Review of Tenancy Agreements (Pages 43 - 78)

To consider a report by the Director of Community which reviews the Tenancy Agreements.

11. Review of the Work Programme 2013/14 (Pages 79 - 82)

To consider a report by the Director of Community, which invites the Panel to review the Work Programme for 2013/14.

P GRIMWOOD
Chief Executive Officer

Civic Offices
www.fareham.gov.uk

10 July 2013

**For further information please contact:
Democratic Services, Civic Offices, Fareham, PO16 7AZ
Tel:01329 236100
democraticservices@fareham.gov.uk**

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FAREHAM

BOROUGH COUNCIL

Minutes of the Health and Housing Policy Development and Review Panel

(to be confirmed at the next meeting)

Date: Thursday, 23 May 2013

Venue: Collingwood Room - Civic Offices

PRESENT:

Mrs M E Ellerton (Chairman)

T G Knight (Vice-Chairman)

Councillors: Miss S M Bell, P J Davies, N R Gregory and D L Steadman



1. APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor Mrs K Trott and B Bayford.

2. MINUTES

It was AGREED that the minutes of the meeting of the Health and Housing Policy Development and Review Panel held on 14 March 2013 be confirmed and signed as a correct record.

3. CHAIRMAN'S ANNOUNCEMENTS

There were no Chairman's announcements.

4. DECLARATIONS OF INTEREST AND DISCLOSURES OF ADVICE OR DIRECTIONS

There were no declarations of interest or disclosures of advice or directions made at this meeting.

5. DEPUTATIONS

There were no deputations made at this meeting.

6. HAMPSHIRE HEALTH & WELLBEING STRATEGY

The Panel considered a report by the Director of Community regarding the progress made on developing the Hampshire Health and Wellbeing Strategy.

At the invitation of the Chairman, Samantha Hudson Head of Health and Wellbeing Partnerships, addressed the Panel on this item and took questions from members.

It was AGREED that's: -

(a) the Panel thank Samantha Hudson for her presentation;

(b) the Panel noted the progress to date in the development of the Joint Health and Wellbeing Strategy; and

(c) the Panel supports Hampshire's Joint Health and Wellbeing Strategy in order for it to progress to be adopted by Hampshire Health and Wellbeing Board in Summer 2013.

7. INTRODUCTION TO THE ROLE OF THE PANEL

The Panel received a presentation by the Director of Community on an Introduction to the Role of the Panel.

At the invitation of the Chairman the Head of Strategic Housing addressed the Panel on this item. The presentation gave a brief overview of the Role of the Panel, the Officers involved, and the Key Targets.

Members were encouraged to feedback to the Panel or Councillor Bayford on issues raised by residents.

It was AGREED that the Head of Strategic Housing be thanked for the presentation.

8. REVIEW OF WORK PROGRAMME 2013/14

The Panel received a report by the Director of Community on the Panels work programme for 2013/14. Members were asked to note the revisions to the Work Programme as shown in item 2 of the report.

Councillor Davies suggested that the Work Programme be moved to the end of the agenda for future meetings, to allow any issues that may arise within a meeting to be considered for inclusion onto the Work Programme.

It was AGREED that:-

(a) the Panel noted the content of the report; and

(b) the Panel agreed to move the Work Programme to the end of the agenda for future meetings.

9. REVIEW OF SHELTERED HOUSING STOCK

The Panel received a report by the Director of Community on a review of the Sheltered Housing Stock which outlined proposed changes to a variety of sheltered housing schemes in order to better accommodate those with mobility issues.

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

10. DEVELOPMENT OF LAND AT PALMERSTON AVENUE

The Panel received a report by the Director of Community which outlined the proposals for the Council to build 16 flats for affordable rent on land in its ownership at the bottom of Palmerston Avenue.

It was AGREED that the Panel support the proposal to develop 16 one bedroom flats for affordable rent on land at Palmerston Avenue.

(The meeting started at 6.00 pm
and ended at 7.34 pm).

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FAREHAM

BOROUGH COUNCIL

Report to Health and Housing Policy Development Review Panel

Date **18 July 2013**

Report of: **Director of Community**

Subject: **THE GOVERNMENT'S GREEN DEAL**

SUMMARY

This report outlines the main aspects of the Government's Green Deal policy and the actions that the Council propose to take to promote energy efficiency measures in the private sector housing stock.

RECOMMENDATION

The Panel is invited to note the Council's membership of the Solent Green Deal scheme, initially as a promotion partner but with the option to investigate the benefits of full partner status at a later date.

INTRODUCTION

1. As part of their strategy to meet strict European Union (EU) carbon emission reduction targets, the Government launched the 'Green Deal' in January this year to encourage people to carry out energy efficiency measures to their homes.
2. Under The Home Energy Conservation Act (HECA) 1995, Councils are required to identify practical and cost-effective measures likely to result in significant improvements in the energy efficiency of all homes in their area and publish bi-annual reports indicating, the number of energy use reduction measures carried out and the amount of carbon saved. There is also an expectation that Local Authorities will promote the Green Deal as part of their obligations under the HECA Act.

*'Local authorities and other local partners are key in ensuring effective and intensive delivery of Green Deal and the Energy Company Obligation (ECO) in their communities. They may choose to deliver the Green Deal, either directly themselves or in partnership with commercial partners and local organisations'.
(Department of Energy and Climate Change; 27th February 2013)*

3. There are three main strands to the new government initiatives, Green Deal, ECO and Renewable Heat Incentive (RHI), replacing all previous schemes. The table below sets out how the Green Deal fits into the replacements for the previous energy efficiency schemes.

Schemes now withdrawn	New schemes
Carbon Energy Saving Programme	Energy Company Obligation (ECO)
Carbon Emission Reduction Target	Renewable Heat Incentive (RHI)
Insulate Hampshire	Renewable Heat Premium Payment (RHPP)
Warmfront	Green Deal
PUSH for safer homes	
Heatseekers	

What is the Green Deal?

4. The Green Deal is an interest bearing loan based scheme (typically 7.8% APR) whereby owner occupiers and private or Registered Providers (RPs) tenants can carry out certain energy efficiency measures to their homes, without any 'up front' costs. The amount borrowed is repaid via a charge placed upon their property's energy bill, rather than a personal debt, and transfers to any subsequent occupiers.
5. All loans are subject to the 'Golden Rule' which requires that the expected savings made on energy bills will always be equal to, or greater than, the cost of the work. This means that the loan repayment must not be more than the cost of the energy saved following installation of the energy saving measures (see appendix A). For example, if a property's energy bill was £200 per month before any energy efficiency measures were carried out and, following installation of any recommended measures, the energy bill reduced to £150 per month, the amount repayable for said measures would be no more than £50 per month.

6. Although much depends upon the cost of and type of work to be carried out; the life expectancy of the products, and the anticipated reduced costs due to the energy saved, the householder is unlikely to see any financial benefit until the loan is repaid and/or energy prices rise. There are incentives however, such as cash back and partial ECO funding which could help to reduce some of the overall costs to the householder.
7. The Renewable Heat Incentive (RHI) will be a rebate paid to residents who install measures such as solar thermal, air and ground source heat pumps, and is similar to the feed in tariff for those households who have installed photovoltaic panels on their homes to generate electricity. This will be launched in the summer of 2014 and in the meantime there are grants available towards the cost of buying and installing the equipment through the Renewable Heat Premium Payment (RHPP) household scheme. For example there could be a grant of £2,300 available to install an Air Source Heat pump which could cost from £6,000 to purchase and install.

Energy Company Obligation (ECO)

8. Certain households, generally those on income related benefits, will qualify for free energy efficiency measures, such as a replacement boiler should their existing boiler need replacing, or is old and below a 'D' energy rating. The ECO funding scheme generally takes over from Warmfront and Insulate Hampshire Schemes which accessed funds from the energy companies to pay for insulation and central heating boilers. Under the Green Deal a household may qualify for partial ECO funding and then take out a Green Deal loan for other measures not available under the ECO scheme.
9. An important point to note is that only those companies, or other organisations such as Local Authorities, who are Registered Providers will be allowed to access funding for the Green Deal/ECO. An organisation or company has to apply to central government to be an accredited Provider and, once accredited, are able to offer all aspects of the Green Deal/ECO. There are no restrictions on the number of companies that can offer Green Deal products so customers are free to choose whether or not they go through the Solent Green Deal Partnership to access the funding for any measures they undertake.

Solent Green Deal Partnership

10. The Solent Green Deal partnership has been set up by a consortium of Local Authorities in Hampshire being led by Portsmouth, Southampton and Eastleigh Councils. There are two levels of membership of the partnership, Full Partner and Promoter Partner. A Full Partner authority will employ their own Green Deal Assessors (GDA) to visit customers to advise on the scheme and the energy efficiency measures that could be carried out. If the customer wishes to proceed the assessor feeds the information back to Portsmouth City Council (PCC) who arrange for one of the registered installers to carry out the work. The Executive has agreed in May 2013 that the Council will be a Promoter Partner for this scheme.
11. The installer pays PCC £150 per lead from which, after expenses have been deducted, the Full Partner is paid a fee which it is used to cover the cost of the Green Deal Assessor. A Promoter Partner does not employ assessors but will promote the scheme on their websites which will give details to local households how to access the

Green Deal and that the authority sanctions the GDAs from PCC to work in their area. As a result the Promoter Authorities do not benefit from any potential fee income, but also do not have any risks associated with the lack of income if the scheme doesn't take off. (See Appendix B for the draft Service Level Agreement for details).

12. The scheme will be administered by (PCC) who have set up a website and a free phone number. They have employed and trained new GDA staff to field calls and carry out initial Green Deal Assessments. The GDAs will work across all authority areas unless an authority wishes to employ their own assessors which would mean that they would become a full partner, as described above. They will then pass on the 'lead' to one of the three approved companies who successfully tendered to provide the installation service. The provider will pay PCC or other Full Partner authorities £150 per lead. PCC will supply information to all participating authorities (whether full or promoter) on a quarterly basis relating to the following:

- The number of enquiries made from their area
- The number of Green Deal Assessment reports submitted
- What measures have been installed and the final energy savings made
- What investment has been made to the housing stock
- What money has been saved due to the installation of Green Deal measures
- Customer feedback on the scheme - positive comments and any complaints or disputes

13. PCC will also provide leaflet and poster templates together with other promotional and marketing material.

Promoter Authorities

14. The main difference between a full and a promoter authority is the requirement for a full partner to employ fully trained GDAs. A full partner would, if the scheme goes according to plan, share in the income generated from the £150 per lead, and this would be used to fund the Green Deal Assessors.

RISK ASSESSMENT

15. If the Council was to become a full partner there would be more risks associated with the appointment and training of staff which might not be met from the income received if the scheme isn't taken up in the area. As a Promoter partner there are no significant risks to the Council. However if the scheme is financially successful then the Council will need to revisit the viability of employing our own GDAs.

CONCLUSION

16. The Green Deal is the Government's flagship energy efficiency policy and there is an expectation that Local Authorities will help to promote the scheme in their areas. This will form part of the reporting requirements for the Council's bi-annual HECA report.

17. Membership of the Solent Green Deal Partnership enables the Council to promote the Green Deal in the borough and we will have access to statistical evidence for reporting purposes. Although there is no obligation to become a full partner, this aspect of the scheme may be worth investigating at a later date when the success of PCC's approach can be gauged and, if it is viable, it might be an option for the Council to appoint our own GDAs in the future.

Appendices:

Appendix A: [Golden Rule explanation](#)

Appendix B: [Draft SLA agreement.](#)

Background Papers: Report to the Executive Solent Green Deal 13 May 2013

Reference Papers: none

Enquiries:

For further information on this report please contact Giles Hearn. (Ext 4404)

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Appendix A. Golden Rule Explanation

Following a careful assessment of the property, potential energy savings are calculated using RdSAP (the “Reduced data-input Standard Assessment Procedure”). This is how Energy Performance Certificates (which you need when selling or renting a property) are calculated. For example, the RdSAP estimated saving for a semi-detached property having Cavity Wall insulation installed is around 4550kWh a year.

If this were based on the retail price for gas published in the latest (2012) official Government statistics release, the above example would lead to cost savings of £202.

However, the gas price used to calculate savings for the Green Deal is taken from RdSAP, which is updated twice a year using an average over a three year period to minimise the influence of price spikes, and to reflect differences in retail prices across the UK. The price currently assumed by RdSAP is 3.48p per kWh - around 20% lower than the latest official published price. In the above example this leads to a lower savings estimate of around £158.

These cost savings are then adjusted downwards to reflect variation in buildings, products, installation techniques and occupant behaviour from those assumed in RdSAP.

The expected cost saving from cavity wall insulation is reduced by an ‘in-use factor’ of 35% - in this example this leads to a reduction in the RdSAP savings estimate to £103. So the customer would be told that the expected savings from a typical household in that property are £103, and that the maximum first year repayment under the Green Deal would be £103. In reality cost savings in the Green Deal will vary depending on the actual amount of energy used to heat the property and the actual condition of the house before measures are installed.

Below is the explanation of the funding and golden rule as it appears on the Solent Green Deal Website.

What funding is available for my Green Deal package?

There are many ways to finance energy efficiency improvements to your home. The information and charts below will help you to compare the options that might be available to you.

Green Deal Finance Package



The Green Deal plan is based on pay-as-you-save financing, where the initial costs of installation are met by a loan from the Green Deal Bank. Your Green Deal Provider will determine the terms of the loan, i.e. how much you can borrow, for how long, and what the interest rate will be. You will be subject to a basic credit check, however this should not affect your credit rating.

The loan is attached to your property's electricity meter, and a monthly repayment added to the electricity bill. The Green Deal Provider will inform your electricity supplier that the charge is to be added, and they will contact you to confirm the details. A key stipulation, known as the Golden Rule, is that the monthly repayment amount cannot exceed the expected monthly energy savings once efficiency measures have been installed. Furthermore, the term of the loan cannot exceed the expected lifetime of the improvements.

Most Green Deal improvements are expected to reduce your heating bill because you will be using less electricity, gas or oil. Remember, that your actual savings will depend on how much energy you use and the future costs of energy.

If you move out, the new occupier will benefit from the improvements so they will take on the repayments.

Other Methods

The Green Deal may not be the best way to pay for your energy efficiency improvements; there are a number of other options including:

- **Using your own savings**
- **Taking out a personal loan – this may be a cheaper than a Green Deal loan.**
- **If you are doing a number of improvements extending your mortgage could be the cheapest option**

Check out our funding matrix to compare the funding options available.

Funding matrix

Funding Type	Approx. Interest Rate	Good Points	Bad Points
Green Deal Finance	7%	<ul style="list-style-type: none"> • Lower interest than some other forms of borrowing • Only pay for measures while you get the benefits from them • Repayments should not exceed savings, therefore monthly outgoings remain the same 	<ul style="list-style-type: none"> • Funding is only available for specific Green Deal measures • Interest rate may not be the most competitive available
Personal Loan	Anything between 5% and 20%	<ul style="list-style-type: none"> • Can finance other measures not available under Green Deal 	<ul style="list-style-type: none"> • Increased monthly outgoings • Can be high rate of interest • Continue to repay even if you move house

<p>Added to Mortgage</p>	<p>3% - 7% Check with your lender</p>	<ul style="list-style-type: none"> • Only pay for measures while you get the benefits from them • Can finance other measures not available under Green Deal • No increase in monthly outgoings 	<ul style="list-style-type: none"> • Increased mortgage term • Increased monthly payments • Altering mortgage could incur a fee of up to £5,000 • You may need to remortgage
<p>Personal Savings</p>	<p>None</p>	<ul style="list-style-type: none"> • No interest and no debt 	<ul style="list-style-type: none"> • Funding may not be available immediately if you need to save up
<p>Credit Card</p>	<p>0% for up to 25 mths, then anything between 12 - 35%</p>	<ul style="list-style-type: none"> • The term of the 0% rate may be long enough to repay the loan • Can finance other measures not available under Green deal 	<ul style="list-style-type: none"> • Very high interest if you lend past the 0% term • Continue to repay even if you move house • Increased monthly outgoings

PROMOTION Service Level Agreement between Portsmouth City Council and (Local Authority)

The Local Authority will agree to the following terms:

All Green Deal and ECO enquiries to the Local Authority for private sector housing will be signposted exclusively to the Solent Green Deal

The Local Authority will promote the Solent Green Deal within their area using the materials provided.

That GDAS from other authorities within the scheme are allowed to undertake green deal assessments within the LA district.

The Local Authority will benefit from the following resources both for their own guidance and to signpost residents with Green Deal enquiries:

Project Management

All leads come to PCC via the website, email, phone line or in person. PCC will discuss the Green Deal in detail with the client and then gather information including contact details and information about the property to establish viability of an assessment. A visit will be booked with a GDA from the client's LA area, or with a GDA in a neighbouring area if the client's LA does not employ GDAs. The client will then be sent a comprehensive information pack including T&Cs. PCC will use the Stroma web-based software to administer this process.

GDA Services

Green Deal assessments will be carried out in the authority area by a Solent Green Deal Advisor. Portsmouth City Council will administer, book and manage the assessment as the Green Deal Assessor Organisation. The client will have access to three recommended Green Deal Providers to progress their plan at a competitive rate. A post installation EPC will be carried out to ensure quality and standards are maintained, and the PCC will be available throughout the process to provide client support as required.

Solent Green Deal Website - www.solentgreendeal.org.uk

A comprehensive website which fully explains the Green Deal process, finance and measures available. The site includes the Green Deal Wizard interactive tool which enables users to establish initial eligibility for Green Deal, and the Energy Saving Quiz and tips to encourage behavioural change. Users can request a call back from the scheme via a direct email link to PCC (or assigned call answer service). Each LA involved will have a link to their council site.

Freephone number - 0800 052 2242

The number will be answered between 0900 and 1700 Mon-Fri by a Green Deal trained staff member who will discuss all areas of Green Deal with the caller. The caller can book an assessment visit if required.

Promotional literature

PCC will provide leaflet and poster templates that the authority can edit and print as required. PCC will also provide a toolkit which will include all the necessary guidelines and graphics required to produce a new design. The authority will be restricted solely to using the design toolkit provided by PCC when creating new promotional or marketing material. PCC requests that any new literature with text written by the authority is approved by us first to confirm accuracy of content. The scheme should not be promoted using any materials not approved or provided by PCC.

GDA Services

Green Deal assessments will be carried out in the authority area by a Solent Green Deal Advisor. Portsmouth City Council will administer, book and manage the assessment as the Green Deal Assessor Organisation. The client will have access to three recommended Green Deal Providers to progress their plan at a competitive rate. A post installation EPC will be carried out to ensure quality and standards are maintained, and the PCC will be available throughout the process to provide client support as required.

There is no fee become involved in this scheme; the authority will be responsible for covering additional costs relevant, e.g. printing additional promotional materials

Information will be supplied to the participating authority quarterly in relation to the following:

- Number of enquiries made from their area.
- Number of GDA reports submitted.
- Measures installed and final energy savings made.
- Investment made into the housing stock.
- Money saved due to installation of measures.
- Customer feedback to the scheme - Good comments and any disputes.

Cost Recovery

There will be a small number of assessments that are not forwarded to the Providers and we cannot invoice the Provider for these jobs. PCC will invoice clients on an individual basis, regardless of where they are situated, if they fail to further their assessment through our Providers

PARTNER Service Level Agreement between Portsmouth City Council and (Local Authority)

The Local Authority will agree to the following terms:

All Green Deal and ECO enquiries to the Local Authority for private sector housing will be signposted exclusively to the Solent Green Deal

The Local Authority will promote the Solent Green Deal within their area using the materials provided.

The Local Authority will carry out Green Deal Assessments within their own area using local authority employees

The LAS will carry out assessments in neighbouring authority areas where that authority has committed to the Promotion Agreement

The Local Authority will benefit from the following resources both for their own guidance and to signpost residents with Green Deal enquiries:

Project Management

All leads come to PCC via the website, email, phone line or in person. PCC will discuss the Green Deal in detail with the client and then gather information including contact details and information about the property to establish viability of an assessment. A visit will be booked with a GDA from the client's LA area, or with a GDA in a neighbouring area if the client's LA does not employ GDAs. The client will then be sent a comprehensive information pack including T&Cs. PCC will use the Stroma web-based software to administer this process.

GDA Services

Green Deal assessments will be carried out in the authority area by a Solent Green Deal Advisor. Portsmouth City Council will administer, book and manage the assessment as the Green Deal Assessor Organisation. The client will have access to three recommended Green Deal Providers to progress their plan at a competitive rate. A post installation EPC will be carried out to ensure quality and standards are maintained, and the PCC will be available throughout the process to provide client support as required.

GDAO Services

As the Green Deal Assessor Organisation (GDAO), PCC will centrally administer the scheme on behalf of all authorities involved. GDAs employed by any of the

authorities will be managed by PCC in their role as a GDA. This will include all requirements as laid out in the Specification for Organisations Providing the Green Deal Advice Service. In their role as a GDAO, PCC will provide training, CPD and support for GDAs registered with them. In addition the GDA will have access to the Stroma assessor module software for customer, assessment and lodgement requirements, and loan of an iPad 2 with access to Stroma RSAP+ software for carrying out assessments.

Solent Green Deal Website - www.solentgreendeal.org.uk.

A comprehensive website which fully explains the Green Deal process, finance and measures available. The site includes the Green Deal Wizard interactive tool which enables users to establish initial eligibility for Green Deal, and the Energy Saving Quiz and tips to encourage behavioural change. Users can request a call back from the scheme via a direct email link to PCC (or assigned call answer service). Each LA involved will have a link to their council site.

Freephone number - 0800 052 2242

The number will be answered between 0900 and 1700 Mon-Fri by a Green Deal trained staff member who will discuss all areas of Green Deal with the caller. The caller can book an assessment visit if required.

Promotional literature

PCC will provide leaflet and poster templates that the authority can edit and print as required. PCC will also provide a toolkit which will include all the necessary guidelines and graphics required to produce a new design. The authority will be restricted solely to using the design toolkit provided by PCC when creating new promotional or marketing material. PCC requests that any new literature with text written by the authority is approved by us first to confirm accuracy of content. The scheme should not be promoted using any materials not approved or provided by PCC.

There is no fee become involved in this scheme; the authority will be responsible for covering additional costs relevant, e.g. printing additional promotional materials, GDA registration fees.

Cost Recovery

The cost of each Green Deal Assessment will be recovered from the Providers by Portsmouth City Council on a quarterly basis. The local authority will receive all surplus monies from the fee received from the provider, following the reduction of any business costs which have been undertaken by any of their GDAs as follows:

(Assessments per day x number of days assessing) x number of GDAs = Total annual assessments

Total annual assessments x £150 = Total annual income

Total annual income - (Annual business costs + Total annual GDA wages) =
Revenue

Revenue / Total annual assessments = Revenue per assessment

There will be a small number of assessments that are not forwarded to the Providers and we cannot invoice the Provider for these jobs. PCC will either:

1. On a quarterly basis, invoice each Local Authority area for any failed assessments in their area. It is then up to the authority how they recover this cost from the individual
2. Invoice clients on an individual basis, regardless of where they are situated, if they fail to further their assessment through our Providers

Information will be supplied to the participating authority quarterly in relation to the following:

Number of enquiries made from their area.

Number of GDA reports submitted.

Measures installed and final energy savings made.

Investment made into the housing stock.

Money saved due to installation of measures.

Customer feedback to the scheme - Good comments and any disputes.

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FAREHAM

BOROUGH COUNCIL

Report to Health and Housing Policy Development Review Panel

Date **18 July 2013**

Report of: **Director of Community**

Subject: **FLOATING SUPPORT SERVICE FOR OLDER PERSONS**

SUMMARY

This report outlines a proposal to extend the housing support service currently provided to sheltered housing tenants to older persons living in the borough regardless of their tenure.

RECOMMENDATION

That the Panel notes the proposal to extend the housing support service to older persons living in the borough regardless of their tenure.

INTRODUCTION

1. The Council's sheltered housing team currently provide a support service to tenants living in the Council's sheltered accommodation. In recent years we have expanded the support service to include a small number of older persons living in the Council's general purpose housing and older persons living in either private rented or owner occupied accommodation in the borough.
2. A client's support needs are identified from an initial needs and risk assessment. If there is an identified need or risk then this is translated into a support plan agreed with the client. As a result individual clients' support plans are personalised.
3. Historically the level of support provided to tenants living in sheltered accommodation has been governed to an extent by the availability of sheltered housing staff. This varies from scheme to scheme depending on whether there is a member of staff on site or not.
4. Tenants living in sheltered accommodation and older persons in general purpose housing are charged for the provision of a support service by way of a service charge in addition to their rent. The charge varies depending on the level of support that is available. This charge is not eligible for housing benefit.
5. Older persons living in private rented accommodation or in their own home are invoiced for the support charge on a quarterly basis.

SUPPORT FUNDING

6. The support charge is either funded by the tenant (self funder) or in cases where the tenant is on a low income and eligible for assistance with their rent or council tax payments, support funding is provided through Hampshire County Council's Supporting People programme. Fareham Borough Council (FBC) is commissioned and funded to provide such support under contract to the County Council.
7. At present all clients living in private rented accommodation or their own home and receiving the support service are self funders.
8. The Council are currently in year two of a three year contract with Hampshire County Council to provide a support service to older persons living in the borough. The funding received pays for the support charge of approximately 480 clients; equivalent to almost 75% of sheltered housing tenants, with the remainder being self funders.
9. Recently the County Council have stated that they intend to withdraw funding for those tenants living in sheltered housing who do not have a support need. In future, the County Council expect service providers to use this capacity to provide floating support to older persons living within the wider community.
10. At present the Council's sheltered housing team are busy carrying out needs and risk assessments to identify and review our sheltered housing tenants support needs. This work will help us identify those tenants that we receive support funding for who will not be eligible for this funding in the future.
11. As panel members will be aware, earlier this year a new housing allocations policy was approved. Under this policy the requirement for sheltered accommodation is no longer based purely on age but also that applicants must have an identified support need.

This change will help ensure that all future tenants of sheltered housing have a support need.

12. With the potential withdrawal of support funding from the County Council for a number of tenants living in sheltered accommodation, an opportunity presents itself to offer a support service to older persons living in council rented general purpose accommodation, private rented accommodation or owner occupied accommodation i.e. regardless of tenure. This will help to prevent the withdrawal of support funding by the County, ensuring that FBC is able to comply with the County's requirement that FBC, and other providers of support to older people under the Supporting People programme, are able to deliver a Community Support service (regardless of tenure) with effect from April 2015.

PROVISION OF A FLOATING SUPPORT SERVICE REGARDLESS OF TENURE

13. In recognition of the fact that there are many older persons living in the borough, either in council accommodation, private rented or their own accommodation that may have a need for support, colleagues in Hampshire's Supporting People Team will (effective from April 2015) be commissioning service providers such as Fareham Borough Council to make available a support service to older persons regardless of tenure rather than restrict this to clients on the basis that they reside in sheltered accommodation.
14. It is hoped that the provision of across tenure floating support service to older persons living in the borough of Fareham will help vulnerable older Fareham residents to maintain independent living for longer, whatever the tenure of their accommodation. However it is acknowledged that the sheltered housing officer team will not be able to provide a support service which meets the needs of all clients. Where this is the case the team will play a key role in signposting or referring clients to other support agencies and organisations.
15. As indicated earlier in this report at the present time the sheltered housing officer team already provide a support service to a number of older persons living in the Council's general purpose housing accommodation and to some older persons in private rented accommodation or their own home. In addition to these clients more recently the sheltered housing officer team has taken on a small number of clients that were previously supported by a floating support organisation.
16. In designing a floating support service for older persons in the borough it is proposed to develop a menu of support options which is tailored to meet individual clients support needs. At the time of writing, this menu of support options together with charges is being developed.
17. In developing a menu of support options there is a requirement from the County that one of the options will include a support service for up to 12 weeks free of charge to self funders in order to carry out an assessment of need or to provide support on a short term, crisis intervention basis. This however will be reviewed on an ongoing basis with the client and if it is agreed to provide support after this initial period a charge in accordance with any menu option will be made.

18. The provision of a floating support service highlights the need for flexibility in terms of service provision. It also highlights the need for accurate client record keeping and effective monitoring of staff workloads, capacity and support funding.

RISK ASSESSMENT

19. Despite there being no significant risk considerations in regard to this report. The proposed changes do raise some concerns in terms of financial viability and sustainability that need to be considered in more detail by management in consultation with the staff and their Union.
20. The provision of a floating support service for older persons regardless of tenure will also highlight issues regarding staffing resources, policies, procedures, workload capacity, skills and training.

CONCLUSION

21. This report has provided panel members with the background to a proposal to provide a floating support service to older persons living in the borough regardless of tenure.

Background Papers: None

Reference Papers: None

Enquiries:

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

FAREHAM

BOROUGH COUNCIL

Report to Health and Housing Policy Development Review Panel

Date **18 July 2013**

Report of: **Director of Community**

Subject: **AFFORDABLE HOUSING PROGRAMME – ANNUAL REPORT**

SUMMARY

This report outlines the Council's achievement in the delivery of affordable housing since 2011 and the progress made towards meeting the target of 500 homes by 2017.

RECOMMENDATION

The members note the current affordable housing programme and progress made towards the provision for 2013 – 2017.

INTRODUCTION

1. The Fareham Corporate Strategy 2011-2017 has set the Council a target to enable the provision of 500 new affordable homes over the 6 year period. To meet this target an average of 83 homes per year need to be delivered.
2. This report provides an update of the output achieved so far and the progress being made to deliver the remaining units over the lifetime of the Corporate Strategy.

OUTPUT TO DATE

3. The table below provides a breakdown of output of new affordable homes achieved during year 1 and year 2 of the Corporate Strategy and the current projected output for year 3.

YEAR	TOTAL RENTAL	TOTAL SHARED OWNERSHIP	TOTAL OVERALL
2011-12	59	14	71
2012-13	47	19	66
2013-14 (<i>projected</i>)	21	17	38
		Total:	175
		Expected shortfall by end of 2013-14:	75

4. By the end of 2013-14 we will be half way through the lifetime of the Corporate Strategy. The number of new affordable homes delivered is expected to be circa 175. This is 75 units short of the 250 needed to be on target to deliver 500 new homes by 2017. A significant increase in annual output over the remaining 3 years of the Strategy will be necessary for the Council to meet its target.
5. In addition to newly built affordable homes there are other initiatives in place that whilst not counting towards affordable housing figures, do provide assistance to local residents to either secure accommodation or to remain living in their homes. These are the Mortgage Rescue scheme and the FirstBuy equity loan scheme for newly built homes, which has recently been subsumed into the new Help to Buy scheme (see point 17 – 20 for more details on Help to Buy initiatives) .
6. A small number of owner-occupiers who have fallen into arrears with their mortgage have received assistance via the Government's Mortgage Rescue Scheme. This is where a Registered Provider (RP) purchases their property and rents it back at an affordable rent level. Over 2011-12 and 2012-13 there have been 15 households in Fareham who have been assisted through this scheme.
7. Over the last 2 financial years 2011-12 and 2012-13 there have been 38 households who have purchased properties in Fareham using the old FirstBuy scheme.

PROJECTED OUTPUT

8. Looking forward into 2014-15 and 2015-16 there are a number of schemes, which if delivered, will provide significant numbers of new housing. The schemes along with the present projected completion date are set out in the table below:

SCHEME	WARD	UNITS	TIMESCALE	PROVIDER
Collingwood House	Fareham North West	40	Jan 2015	FBC
Catisfield Road	Titchfield	13	Mar 2015	Affinity Sutton / Merlion
Palmerston Avenue	Fareham East	16	Mar 2015	FBC
Peters Road (phase 1)	Park Gate	16	Mar 2015	Sovereign
Rivendale	Park Gate	3	Mar 2015	First Wessex
Cold East (Phase 2)	Park Gate	44	Mar & Aug 2015	Guinness Hermitage
Cold East (Over 55's) Scheme	Park Gate	40	TBC	FBC
PIPELINE TOTAL:		172		

9. If all schemes listed in the table above are completed in the timeframes quoted, it will mean that a total of 347 new affordable homes will have been completed between 2011 and mid-2015. In this scenario the Council will be on course to meet the overall target of 500 homes by 2017 with a further 153 units needed over the final two years of the Corporate Strategy. There is however, no guarantee that all of the schemes listed will be delivered and the development programme for the final two years of the Corporate Strategy is not yet known. It is also worth noting that a large proportion (96 units) of the known programme is Council led development, which will require significant financial commitment to be delivered.

CHALLENGES TO DELIVERY

10. Historically the majority of new affordable housing in Fareham has been delivered via negotiation with private developers through Planning Policy. If the development of market housing is suppressed, so to is the delivery of affordable housing through this mechanism. The reduction in the provision of new affordable housing is reflective the trends in the general house building market, and the financial pressures that developers have been faced with over the past 5 years.
11. When housing is brought forward developers are negotiating hard to reduce the number of affordable housing units they have to deliver on each scheme, arguing that the requirement to do so makes their scheme unviable to develop. It is important

therefore to remain robust in defence of the Council's affordable housing policies if we are to continue to deliver significant number of new homes through the planning system.

12. The reliance upon Planning Policy for new affordable housing means that affordable housing delivery is highly sensitive to the planning decisions made. The decision taken at the April planning committee to refuse the proposed development of Phase 2 of Peters Road in Park Gate has meant that the 57 units of affordable housing due to be delivered on this site will no longer be coming forward in the timescales expected. Indeed, should the developers submit a new application it is probable that they will seek to reduce further the affordable housing provision.
13. The Homes and Communities Agencies (HCA) decision to finance affordable housing through loans and guarantees as opposed to grant has meant that RPs are becoming more cautious about development, or do not have capacity within the existing programme to deliver many more units. Some local RPs are seeking to adopt alternative approaches such as building market homes for sale and rent in order to subsidise the development of affordable housing.

EFFORTS TO IMPROVE DELIVERY

14. The Council continues to work with our local RP partners to identify suitable sites for affordable housing. We are also in the process of revising our agreements with local partners to ensure that the housing they provide continues to meet local needs (see: Appendix 1).
15. Whilst the Council's borrowing capacity to build new affordable homes in the Housing Revenue Account (HRA) is limited there are some Council new build schemes being actively progressed with the redevelopment of Collingwood House, a planning application submitted for the land at Palmerston Avenue and initial feasibility work being carried out on the sheltered scheme to be built at Cold East.
16. In light of the limitations of existing mechanisms to achieve development and in anticipation for the new community at Welborne, an alternative option to housing delivery is being explored. The Executive has recently agreed to further investigate the merits of establishing a Local Housing Company.
17. More generally, the Government is taking steps to encourage more housing development by helping potential home buyers with the finance needed to secure accommodation. Unlike FirstBuy the new 'Help to Buy' equity loan initiative is not restricted to first time buyers and is available to anyone wanting to buy a newly built home for under £500,000. Those who would be eligible can apply for an equity loan of up to 20% of the purchase price to help them purchase a property without having to have a large deposit. The following example shows how the scheme works:

Financing arrangements	Cost	Percentage
Property Purchase Price	£200,000	-
Mortgage to be taken out	£150,000	80%
Equity Loan	£40,000	20%
Deposit	£10,000	5%

18. If the home in the table above sold for £210,000, the purchaser would get £168,000 (80%, based on the mortgage and deposit amount) and would pay back £42,000 on the loan (20%). There are no fees to be paid on the equity loan for the first five years but in the 6th year the purchaser will be charge a fee of 1.75% of the loan's value. After this the fee will increase every year using the Retail Prices Index plus 1%.
19. A second element to Help to Buy; the equity guarantee initiative is due to be implemented early next year and the details of how this scheme will operate is in the process of being finalized.
20. Whilst it is hoped that Help to Buy initiatives will stimulate greater demand for house purchases, it is likely to take some time for any increase to significantly impact upon the number of homes being brought forward and as such the number of affordable homes the Council is able to secure through Planning Policy.

RISK ASSESSMENT

21. The national economic difficulties continue to have an effect on the number of affordable homes being delivered, both in terms of developers' willingness to develop and challenges based on financial viability which affect the numbers of affordable homes achieved, and the availability of mortgages to those wanting to buy a new home.
22. The number of homes presently due to be completed by the end of the financial year will mean the Council will be behind in meeting the target to build 500 new affordable homes by 2017. Whilst the delivery of new housing is primarily dependent upon favourable market conditions, the Council may wish to consider what role it can play in helping to deliver the level of affordable housing required to meet priority local housing needs.

CONCLUSION

23. By the end of the current financial year it is expected that 175 new affordable homes will have been built in the borough since the Corporate Strategy was agreed in 2011.
24. The challenges facing the economy continue to affect housing development and therefore the delivery of affordable housing in the Borough. Consequently the number of affordable housing completions has reduced each year since 2011 and only 38 units are expected to be built in the current financial year. Over the next 3 years the Council will need to seek to enable the development of significant numbers of affordable housing units if the overall target is to be met, and this could include the potential development of around 100 new Council owned homes.

Background Papers:

Fareham Borough Council's Corporate Strategy 2011 – 2017

Report to the Housing Policy Development and Review Panel 15 November 2012: Delivery of New Affordable Housing – Annual Report

Reference Papers:

Report to the Executive 8th July 2013: An Alternative Approach to Supporting Housing Delivery

Appendices

[Appendix 1: Draft Register Provider Agreement](#)

Enquiries:

For further information on this report please contact Ed Till. (Ext 4489)

FAREHAM

BOROUGH COUNCIL

Affordable Housing Agreement for Registered Providers 2013

This Agreement is between:
[Registered Provider] (the RP)
and
Fareham Borough Council (the Council)

INTRODUCTION & OVERVIEW

Fareham Borough Council has a long history of working in partnership with local Registered Providers to meet local housing need and prevent homelessness from occurring. The continued success of these relationships is essential to the delivery of the Council's Corporate Strategy objective to maintain a balanced housing market by providing 500 new affordable homes by 2017.

In addition to the Corporate Strategy the Council's Housing Strategy aims to:

- Help provide additional affordable housing across within the Borough to work towards a balanced housing market.
- Reduce the level of homelessness and adopt measures to prevent it.
- Support vulnerable people to access and maintain housing for their needs.
- Improve the standard of housing across all sectors.
- Ensure that development and management of housing contributes to a good quality environment and sustainable communities.

The aims can only be achieved by working closely with our local Registered Providers, who have a key role to play in developing new housing, sustaining tenancies, reducing evictions, and preventing homelessness from occurring.

The Council seeks to ensure that all housing providers working in Fareham offer a consistent, high quality service to their tenants and that the affordable housing available is allocated in a fair and consistent way where local housing needs are prioritised.

This document is a statement of intent which sets out the mutually agreed objectives and policies for the provision, management, and allocation of affordable housing within the Borough. It requires the signature of an officer with appropriate authority within the organisations to commit to, and ensure implementation of the objectives and policies included within.

This agreement shall be reviewed by the Council on a periodic basis to ensure that it remains up to date and takes into account contemporary standards of good practice.

HOUSING DEVELOPMENT AND SUPPLY

Fareham Borough Council and [Registered Provider] jointly agree to adhere to the following conditions with respect to the development and supply of new affordable housing:

Both parties agree to:

- 1.1. Work together to secure and maximise financial and other resources to enable the provision of good quality affordable housing to meet local housing needs in accordance with the targets set out in the Council's Housing Strategy.
- 1.2. Develop and maintain a range of housing provision and tenures in Fareham to agreed standards. For the purposes of this agreement 'agreed standards' encapsulates the requirements set out by Homes and Communities Agency, all other national requirements, and the Council's local planning policies.
- 1.3. Meet regularly (6 monthly) through Liaison Meetings with all partners to ensure that development programme coordination is achieved and that information is shared on housing related strategies, policies, and good practice.
- 1.4. Hold quarterly liaison meetings on an individual basis to discuss development programmes, individual schemes, and potential opportunities for future development.

Fareham Borough Council agrees to:

- 2.1. Monitor and report upon identified local housing needs and ensure that these are prioritised wherever possible.
- 2.2. Develop and maintain housing related strategies and policies that will meet identified local housing needs.
- 2.3. Keep Registered Providers updated and informed of any proposed changes to such documents and to consult with them prior to any amendments being adopted.
- 2.4. Be proactive in identifying sites with future housing development potential through measures such as the Strategic Housing Land Assessment (SHLAA) and reviewing Council owned land.
- 2.5. Champion Registered Provider led development with both public and private land owners when potential development opportunities arise.
- 2.6. Help shape local and regional policies that affect the development of affordable housing - such as the Local Development Framework (LDF) and Core Strategy.
- 2.7. Seek to identify and share information on public and private sector resources available to deliver affordable housing, including any Council funding.

- 2.8. Ensure that the planning and development processes maximise the potential to develop affordable housing in Fareham through the appropriate use of national, regional, sub-regional, and local planning policies.
- 2.9. Facilitate the development of new affordable housing by negotiating with private developers for the provision of free serviced land on new residential developments.
- 2.10. Maintain a record of all development of affordable housing taking place in the Borough and maintain a record of known sites with the potential for residential development.
- 2.11. Work closely with our Planning Officers at an early stage on any proposed scheme to maximise opportunities to develop affordable housing and ensure that proposed units are suitable in terms of size, design and location.
- 2.12. Continue to develop its housing enabling role through discussions with Registered Providers, central government agencies, financial institutions, and developers to ensure that identified housing needs are understood by all agencies and taken into account in private sector developments.

[Registered Provider] agrees to:

- 3.1. Work in accordance with the objectives of the Council's Housing Strategies and associated Policies.
- 3.2. Develop good quality affordable housing in accordance with the HCA's agreed standards.
- 3.3. Keep the Council's Senior Housing Officer (Enabling) informed of all housing development, proposals to develop, and acquisitions of land taking place within the borough.
- 3.4. Seek to make use of a diversity of funding models including mixed tenure development to maximise the number of affordable homes which can be built and help to create balanced communities.
- 3.5. Aim to work collaboratively with other local Registered Providers to avoid potentially harmful competition for sites that could push up the costs of providing affordable housing in the area.
- 3.6. Where capital and revenue resources permit, develop Supported Housing in partnership with relevant agencies, for identified housing need.
- 3.7. To have regard to the Council's Tenancy Strategy in developing their own tenancy policies and in their use of flexible tenancies.
- 3.8. Ensure rent levels are set at an affordable level. The Council believes that to be considered 'affordable' rent levels should not exceed either 80% of the market rental figure or the relevant local housing allowance threshold for the area in which the accommodation is situated (whichever is lower). For reference a table listing the

LHA thresholds as of 2013/14 is set out below. Rates are reviewed on an annual basis. The Government has advised that LHA rates will increase by 1% in 2014/15 and 2015/16. Registered Providers should seek agreement on a case by case basis for any affordable housing development where rent levels are expected to exceed LHA thresholds.

Weekly Local Housing Allowance (LHA) thresholds 2013/14 by Post Code area					
	Shared room	1 bed	2 bed	3 bed	4 bed
PO	£67.96	£115.38	£141.51	£170.99	£235.85
SO	£64.62	£115.38	£153.30	£182.31	£230.77

- 3.9. Provide the Council nomination rights for first lettings for 100% of social rented & affordable rented units and at least 75% of nominations to relets that subsequently arise.
- 3.10. Utilize the HCA's identified Zone Agent for the sale and resale of all intermediate properties and to only adopt alternative means for identifying occupants on a case by case basis with the Council's prior consent.

HOUSING MANAGEMENT & MAINTENANCE

Fareham Borough Council and [Registered Provider] jointly agree to adhere to the following conditions with respect to the management and maintenance of affordable rented housing:

Both parties agree to:

- 4.1. Meet regularly (6 monthly) through Liaison Meetings with all partners to ensure that coordination is achieved and that information on housing strategies and policies are shared.
- 4.2. Ensure that all sections of the community have an equal opportunity to housing irrespective of race, colour, ethnic origin, religion, gender, sexual orientation or disability.

The Council agrees to:

- 5.1. Provide a holistic approach to housing options advice and homelessness prevention to ensure that anyone in housing need can access practical and helpful advice on how to improve their situation.
- 5.2. Make referrals as appropriate to local money advice services and floating support services to help people remain in their homes.
- 5.3. Maintain, update, and monitor the Council's Housing Waiting List and LetSelect scheme in accordance with Nominations and Allocations agreement.
- 5.4. Assess applications to the Housing Waiting List to ensure that those given priority can maintain a tenancy, will be responsible tenants, and are made aware of their rental obligations when being nominated to a property.
- 5.5. Help tenants to downsize by ensuring that they have sufficient priority on the Housing Waiting List to reflect their circumstances.
- 5.6. Provide a point of contact for Registered Providers to advise of potential evictions and tenancy problems. This contact should be the Senior Housing Officer (Options).

[Registered Provider] agrees to:

- 6.1. Respond quickly and pro-actively on any issues raised by Councillors on behalf of their tenants living in the Borough.
- 6.2. Be committed in providing a good standard of customer service and be able to respond to the needs of their customers in a timely and professional manner including out of normal office opening times.

- 6.3. Ensure that all properties are safe to occupy and maintained to a high standard including communal areas and external spaces.
- 6.4. Not require either a deposit or rent in advance for units of affordable rented or social rented accommodation without the prior consent of the Council's Housing Options Manager.
- 6.5. Provide local estate management or suitable alternatives by agreement with the Council. Local estate management is defined as having an area office within 20 miles of the Borough. Where non local management is causing issues relating to service delivery other options may need to be considered to maintain an acceptable standard of housing management.
- 6.6. Actively encourage tenant involvement in the Registered Provider's governance and decision making processes.
- 6.7. Endeavour to keep rent levels consistent with good management and maintenance and which are affordable to those on low incomes.
- 6.8. Provide the Council's Housing Options Manager with current rent policies and other housing management documents and notify the Council as/when these are revised.
- 6.9. Not dispose of any units of accommodation (with the exception of properties sold under the Right to Buy or Right to Acquire) without notifying the Council's Senior Housing Officer (Enabling).
- 6.10. Not amend the designation of any units of affordable housing (with the exception of conversions from social to affordable rent) without the prior consent of the Council and only then in accordance with prior agreements relating to the unit in question (i.e. S.106 agreements / planning conditions).
- 6.11. Have established procedures that identify potentially vulnerable tenants and to take all reasonable steps to ensure that they can successfully maintain their tenancies.
- 6.12. Meet the full costs of installing any disability related adaptations required by existing tenants (or someone in their household) up to £2500, and for any Disabled Facilities Grants above that amount to contribute the first £2,500 of the cost of the works.
- 6.13. Work with tenants who fall into rent arrears to help them address their debt and enable them to remain in their property where possible. When tenants do fall into arrears, make referrals to the Council's Housing Options Team and other relevant agencies that may be able to assist with debt management, income maximisation and advice.
- 6.14. Manage complaints and neighbour disputes efficiently and liaise with the Council as appropriate to enable a coordinated response when required.
- 6.15. Deal effectively with anti-social behaviour and have robust procedures in place to respond to both perpetrators and victims. When necessary, work with the Council

and the Police by attending local Anti-Social Behaviour Panels to provide a coordinated response to incidents of anti-social behaviour.

- 6.16. When necessary and appropriate carry out management moves within its own stock in consultation with the Council's Senior Housing Officer (Initiatives).
- 6.17. Only pursue eviction as a last resort and when all practical efforts to help the tenant to sustain their tenancy have failed.
- 6.18. Notify the Council as/when a tenant's case is referred to Court to seek a warrant to obtain possession of the property they are occupying.
- 6.19. Upon request and with the tenant's authority provide a copy of the witness statement to be sent to court to assist the Housing Options Team with making enquiries and referrals to the relevant support agencies.

HOUSING NOMINATIONS & ALLOCATIONS

Fareham Borough Council and [Registered Provider] jointly agree to adhere to the following conditions with respect to the nomination and allocation of social and affordable rented housing:

Nomination Rights:

- 7.1. In accordance with Section 170 of the Housing Act 1996 Registered Providers have a duty to co-operate with the Council to offer accommodation to people with priority under the Council's Allocations Policy and to help discharge the duties owed to households who are homeless.
- 7.2. Fareham Borough Council aims to suitably house as many applicants from the Housing Waiting List as possible and will therefore ensure any nomination rights it has to Registered Provider properties are fully utilised.
- 7.2. The Council will look to negotiate the highest possible nomination rights on all social rented and affordable rented housing units in the borough. For first lettings of new social rented and affordable rented units the Council requires 100% nominations. For re-lets on these new developments the Council will expect at least 75% nominations.

Definition of Void Dwellings subject to Nomination Rights:

- 8.1. When a Registered Provider owned property becomes vacant it will be subject to nomination rights as set out in 7.2. unless:
 - The void is created by a tenant's death and is subject to rights of succession.
 - The void is created through a tenant's move to another landlord where a reciprocal arrangement exists.
 - The void is created in a property that is not let on either a social rented basis or on an affordable rented basis.

The Council agrees to:

- 9.1. Set an Allocations Policy designed to help address local housing need and respond to the needs of new applicants as well as existing tenants seeking to transfer to alternative accommodation.
- 9.2. Hold a Waiting List of all applicants (including tenants) that have applied to the Council to be rehoused and who meet the eligibility criteria.
- 9.3. Assess and prioritise all applicants in accordance with the published Allocations Policy.
- 9.4. Process applications within 10 working days and ensure that the Housing Waiting List is managed effectively.

- 9.5 Review each applicant on an annual basis to ensure that applications remain up to date.
- 9.6 Operate a choice based lettings system of allocation known as LetSelect, through which all void properties referred to the Council will be advertised and nominated to.
- 9.7 Advertise all properties for a minimum period of one week starting at midnight on Tuesday and ending 12 noon the following Tuesday (exceptions may occur over public holidays or if unforeseen problems arise with the website).
- 9.8 Verify the details of successful applicants and nominate to the Registered Provider within 5 working days of the date the advert closed. Where nomination requests have been made for a new build development where there are multiple vacancies at one scheme the Council may require a time extension to complete the nomination process and notify the Registered Provider of the successful applicants. An extension of this sort shall be agreed on a case by case basis prior to the properties being advertised.
- 9.9 Ensure that successful applicants are made aware of the rent levels and associated charges of the property they have applied for, so they can ensure this will be affordable to them before the nomination is made.
- 9.10 Provide details of each successful applicant to the Registered Provider via a nomination form, ensuring full details are supplied including any support needs and identified risks.
- 9.11 Identify an alternative applicant if a property is refused. In such circumstances the Council will decide whether a) the next applicant who expressed an interest in the property can be nominated, or b) whether the property needs to be re-advertised. If 'a)' is the chosen method, the Council will have 5 working days of being notified of the refusal to make another nomination. If b) is the chosen method the property will be advertised in the next advertising cycle with the associated time arrangements as set out previously.
- 9.12 Display the results of successful nominations on the LetSelect website within 5 working days of being notified of a tenancy start date.
- 9.13 Publish annually an up to date list of all stock held by the Council by area and property type, and the number of Council and Registered Provider owned properties let in the previous year by area and property type.
- 9.14 Publish on a regular basis a summary of the results of successful nomination in a newsletter to applicants.
- 9.15 Make available to the Registered Provider on an annual basis in May, monitoring data relating to the previous year comprising of the following:
 - Properties advertised by size, type and location.
 - Number of bids received against each property, by bid method.

- The number of applicants in each band broken down by: housing type sought, locality they wish to live in, and ethnicity.
- Number of properties advertised giving preference to 'positive contributors' by property size, type, and area.
- Number of properties allocated to transferring applicants broken down by property type, and numbers downsizing.

[Registered Provider] agrees to:

- 10.1. Notify the Council when a property is due to become vacant by submitting a nomination request form to notify the Council's Allocations Officer. This will provide details of the property and a suitable photo should also be supplied so that it can be advertised. Registered Providers should complete this task as early as possible to minimise any undue delay in the void process.
- 10.2. Provide a nomination request form for new build schemes and photograph of the development (artist's impression or site plan) at least 8 weeks before the scheme is due to complete.
- 10.3. Submit all nomination request forms and photographs to the Council by 12 noon on a Tuesday in order to be included in that week's advertising cycle.
- 10.4. Contact the successful applicant within 5 working days of receiving a nomination to arrange a viewing.
- 10.5. Notify the Council via the agreed nomination reply form of the tenancy start date within 5 working days of tenancy commencement.
- 10.6. Notify the Council immediately when a property is refused. The Registered Provider should also direct the applicant to contact the Council to discuss their reasons for refusal directly as this may affect their application moving forward.
- 10.7. Provide details on an annual basis to the Senior Housing Officer (Initiatives) of all vacancies that have occurred and confirmation of how these were subsequently occupied.
- 10.8. Provide details on an annual basis to the Senior Housing Officer (Initiatives) of all rented and intermediate housing stock to enable the Council to maintain an accurate record of the affordable housing stock in the borough.
- 10.9. Pay the Council on an annual basis a fee to cover the cost of administering the Housing Waiting List and managing the nominations process. The fee is calculated based on the total number of affordable rented units the Registered Provider has in the Borough and for 2013/14 equated to circa £11.40 per unit. The combined contribution from registered providers covers 50% of the total cost of this service and the remaining 50% is paid for through Council funds.
- 10.10. Enter into a separate specific agreement with respect to the management of temporary accommodation in the instance where the Registered Provider agrees to provide this form of accommodation.

SIGNED:

ON BEHALF OF FAREHAM BOROUGH COUNCIL

NAME:

POSITION:

ON BEHALF OF [REGISTERED PROVIDER]

NAME:

POSITION:

FAREHAM

BOROUGH COUNCIL

Report to Health and Housing Policy Development Review Panel

Date **18 July 2013**

Report of: **Director of Community**

Subject: **REVIEW OF TENANCY AGREEMENTS**

SUMMARY

This report provides an update following the setting up of a working group to review the existing tenancy agreements and outlines the proposed timetable for consultation leading to the introduction of a revised tenancy agreement.

RECOMMENDATION

That the Panel endorse the proposed changes to the tenancy agreement and note the proposed timetable for consultation.

INTRODUCTION

1. A report outlining plans to review the existing introductory and secure tenancy agreement was considered by the panel at its meeting on 14th March 2013 and Councillors Mrs Ellerton and Mrs Trott were nominated to join a working group with a tenant representative from the Housing Tenancy Board 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 include:
 - (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 panel will be made, with a similar report being taken to the Housing Tenancy Board 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 panel members with details of the consultation process involved in updating the existing secure and introductory tenancy agreements.
16. The report also provides 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 Health and Housing Policy
Development Review Panel 14th 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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Definitions

- **Assign** - means a method of transferring your tenancy to someone else.
- **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 type 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 type 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 fewer rights, similar to an introductory tenancy.

Understanding this agreement

1.6 Please take time to read all of this agreement. We know 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. The agreement should be read completely 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

3. 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’.

4. 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.
- 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.
 - If for any reason you are not able to pay your rent or any charges that form part of your rent **you must** let us know.
- 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’.

5. 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 5.7 – ‘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 5.8 (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 5.8 (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.

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.

6. 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.

7. 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, re-development 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’.

8. 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.

9. 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 Tenant's 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 _____

10. Notes

A series of horizontal dotted lines providing space for notes, starting below the 'Notes' header and extending near the bottom of the page.

A series of approximately 30 horizontal dotted lines, evenly spaced across the page, intended for handwriting practice.

11. 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 Health and Housing Policy Development Review Panel

Date **18 July 2013**

Report of: **Director of Community**

Subject: **REVIEW OF WORK PROGRAMME 2013/14**

SUMMARY

At its last meeting on 23 May 2013, the Health and Housing Policy Development and Review Panel agreed the Work Programme for 2013/14.

RECOMMENDATION

Members are now invited to further review the Work Programme for 2013/14.

INTRODUCTION

1. At the last meeting of the Panel on 23 May 2013, members reviewed and agreed the Panel's Work Programme for 2013/14. Members are now invited to give further consideration to the Work Programme for the current year.

REVISIONS TO THE WORK PROGRAMME

2. Members are requested to note the following additions to the Work Programme for this meeting;
 - (a) a presentation on Fareham's Eco-Housing Exemplar has been added to this meeting;
 - (b) a report on a Review of Tenancy Agreements; and
 - (c) a verbal update on Collingwood House will be provided by Officers as part of the Affordable Housing Programme report.

RISK ASSESSMENT

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

CONCLUSION

4. The Panel is now invited to review and confirm the programme of items as set out in the attached Appendix A.

Appendix A – Health and Housing Policy Development and Review Panel Draft Work Programme for 2013/14

Background Papers:

None

Reference Papers:

None

Enquiries:

For further information on this report please contact Martyn George. (Ext 4400)

APPENDIX A

**HEALTH AND HOUSING POLICY DEVELOPMENT AND REVIEW PANEL
PROPOSED WORK PROGRAMME FOR 2013/14**

<u>MEETING DATES FOR 2013/14</u>	<u>ITEMS</u>
23 May 2013	<ul style="list-style-type: none"> • Introduction to the role of the Panel • Review of the work programme 2013/14 • Review of Sheltered Housing Stock • Hampshire Health & Wellbeing Strategy • Development of Land at Palmerston Avenue
18 July 2013	<ul style="list-style-type: none"> • Review of the work programme 2013/14 • Affordable Housing Programme • The Government's Green Deal • Floating Support Service for Older Persons • Fareham's Eco-Housing Exemplar • Review of Tenancy Agreements
12 September 2013	<ul style="list-style-type: none"> • Review of the work programme 2013/14 • Presentation on Local Health Priorities (invitation to Director of Public Health & Fareham & Gosport Clinical Commissioning Group) • Review of Temporary Accommodation
14 November 2013	<ul style="list-style-type: none"> • Review of the work programme 2013/14 • Nominations Policy - Six monthly review • Review of Homelessness and Rough Sleeping in the Borough
16 January 2014	<ul style="list-style-type: none"> • Preliminary overall review of work programme 2013/14 and draft 2014/15

	<ul style="list-style-type: none">• Welfare Reform - update• Review of Housing Arrears• Housing Initiatives (Accessing the private rented sector)
13 March 2014	<ul style="list-style-type: none">• Final review of work programme for 2013/14 and draft for 2014/15• Empty Homes - Update• Collingwood House Update• Health Update• Homelessness Strategy 2014-17