





Brighton & Hove
City Council

Housing Management Consultative Committee

Title:	Housing Management Consultative Committee
Date:	20 January 2009
Time:	3.00pm
Venue:	Council Chamber, Hove Town Hall
Members:	Councillors: Caulfield (Chairman), Allen, Davey, Fryer, Mears, Pidgeon, Simpson (Opposition Spokesperson), Simson and Wells
Contact:	Martin Warren Senior Democratic Services Officer 01273 291058 martin.warren@brighton-hove.gov.uk

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HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

Tenant Representatives:

Chris El-Shabba, Brighton East Area Housing Management Panel

Stewart Gover, North & East Area Housing Management Panel

Ted Harman, Brighton East Area Housing Management Panel

Heather Hayes, North & East Area Housing Management Panel

Chris Kift, Central Area Housing Management Panel

Beryl Snelling, Central Area Housing Management Panel

Tina Urquhart, West Hove & Portslade Area Housing Management Panel

Beverley Weaver, West Hove & Portslade Area Housing Management Panel

Muriel Briault, Leaseholder Action Group

Tom Whiting, Sheltered Housing Action Group

Representative of the High Rise Action Group

Colin Carden, Older People's Council

Sue Hansen, Tenant Disability Network

AGENDA

48. PROCEDURAL BUSINESS

- (a) Declaration of Substitutes - Where Councillors are unable to attend a meeting, a substitute Member from the same Political Group may attend, speak and vote in their place for that meeting.
- (b) Declarations of Interest by all Members present of any personal interests in matters on the agenda, the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct.
- (c) Exclusion of Press and Public - To consider whether, in view of the nature of the business to be transacted, or the nature of the proceedings, the press and public should be excluded from the meeting when any of the following items are under consideration.

NOTE: Any item appearing in Part 2 of the Agenda states in its heading the category under which the information disclosed in the report is exempt from disclosure and therefore not available to the public.

A list and description of the exempt categories is available for public inspection at Brighton and Hove Town Halls.

49. MINUTES OF THE PREVIOUS MEETING

1 - 16

Minutes of the meeting held on 4 November 2009 (copy attached).

50. CHAIRMAN'S COMMUNICATIONS

51. CALLOVER

52. PETITIONS

No petitions received by date of publication.

53. PUBLIC QUESTIONS

(The closing date for receipt of public questions is 12 noon on 13 January 2009)

No public questions received by date of publication.

HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

54. DEPUTATIONS

(The closing date for receipt of deputations is 12 noon on 13 January 2009)

No deputations received by date of publication.

55. LETTERS FROM COUNCILLORS

(The closing date for receipt of letter from councillors was 10.00am on 8 January 2009)

No letters have been received.

56. WRITTEN QUESTIONS FROM COUNCILLORS

(The closing date for receipt of written questions from councillors was 10.00am on 8 January 2009)

No written questions have been received.

57. HOUSING REVENUE ACCOUNT BUDGET REPORT 2009/10 17 - 28

Report of the Director of Adult Social Care & Housing (copy attached)

Contact Officer: Sue Chapman *Tel:* 29-3105
Ward Affected: All Wards

58. SHELTERED HOUSING REVIEW 29 - 40

Report of the Director of Adult Social Care & Housing (copy attached)

Contact Officer: Hilary Edgar *Tel:* 293354
Ward Affected: All Wards

59. HOUSING MANAGEMENT PERFORMANCE REPORT 41 - 68

Report of the Director of Adult Social Care & Housing (copy attached)

Contact Officer: John Austin-Locke *Tel:* 29-1008
Ward Affected: All Wards

60. DRAFT TENANCY AGREEMENT 69 - 90

Report of the Director of Adult Social Care & Housing (copy attached)

Contact Officer: Diane Freeland *Tel:* (01273) 293202
Ward Affected: All Wards

HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

The City Council actively welcomes members of the public and the press to attend its meetings and holds as many of its meetings as possible in public. Provision is also made on the agendas for public questions to committees and details of how questions can be raised can be found on the website and/or on agendas for the meetings.

The closing date for receipt of public questions and deputations for the next meeting is 12 noon on the fifth working day before the meeting.

Agendas and minutes are published on the council's website www.brighton-hove.gov.uk. Agendas are available to view five working days prior to the meeting date.

Meeting papers can be provided, on request, in large print, in Braille, on audio tape or on disc, or translated into any other language as requested.

For further details and general enquiries about this meeting contact Martin Warren, (01273 291058, email martin.warren@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

Date of Publication - Monday, 12 January 2009

BRIGHTON & HOVE CITY COUNCIL

HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

3.00pm 4 NOVEMBER 2008

COUNCIL CHAMBER, HOVE TOWN HALL

MINUTES

Present: Councillors Caulfield (Chairman); Allen, Davey, Fryer, Mears, Pidgeon, Simpson (Opposition Spokesperson), Simson and Wells

Tenant Representatives: Chris El-Shabba (Brighton East Area Housing Management Panel), Stewart Gover (North & East Area Housing Management Panel), Ted Harman (Brighton East Area Housing Management Panel), Heather Hayes (North & East Area Housing Management Panel), Chris Kift (Central Area Housing Management Panel), Beryl Snelling (Central Area Housing Management Panel), Tina Urquhart (West Hove & Portslade Area Housing Management Panel), Muriel Briault (Leaseholder Action Group), Tom Whiting (Sheltered Housing Action Group), John Melson (High Rise Action Group), Sue Hansen (Tenant Disability Network) and Beverley Weaver (Foredown Estate Residents' Association)

PART ONE

33. PROCEDURAL BUSINESS

33a Declarations of Substitutes

3a.1 There were none.

33b Declarations of Interest

33b.1 There were none.

33c. Exclusion of Press and Public

33c.1 In accordance with section 100A(4) of the Local Government Act 1972, it was considered whether the press and public should be excluded from the meeting during the consideration of any items contained in the agenda, having regard to the nature of the business to be transacted and the nature of the proceedings and the likelihood as to whether, if members of the press and public were present, there would be disclosure to them of confidential or exempt information as defined in section 100I (1) of the said Act.

33.4 **RESOLVED** - That the press and public be not excluded from the meeting.

34. MINUTES OF THE PREVIOUS MEETING

34.1 **RESOLVED** – That the minutes of the meeting held on 23rd September be approved and signed by the Cabinet Member.

35. CHAIRMAN'S COMMUNICATIONS

35.1 The Chairman welcomed Sue Hansen who had been elected to represent the Tenant Disability Network. The Chairman thanked the previous representative, John Stevens for his work.

35.2 The Chairman welcomed Beverley Weaver who had been elected to represent the West Hove & Portslade Area Panel following the retirement of Joan Westmoreland. The Chairman recognised Kay Densley as the deputy representative for the West Area.

35.3 The Chairman reported that all four Area Panels had elected interim representatives to the Local Delivery Vehicle Board. These positions would be ratified or reconsidered by Area Panels in February 2009.

Brighton East -	Ted Harman & Chris El Shabba
North & East -	Heather Hayes & Ian Tinlin
West -	Tina Urquhart & Roy Crowhurst
Central -	Chris Cook & Chris Hadleigh

35.4 A number of representatives had also asked to be trained on the LDV.

35.5 The Chairman had attended a meeting convened by Tenant Representatives the previous week to listen to concerns about increases in the cost of fuel. Particular concerns had been raised about the cost of communal heating and the Leader had instructed the Director of Adult Social Care & Housing to develop an action plan in response.

35.6 The Director of Adult Social Care & Housing explained the actions to be taken (see Appendix A).

35.7 Tenant Representatives congratulated Nick Tew for convening the meeting and thanked the Leader for her swift response.

36. CALLOVER

36.1 **RESOLVED** - All items were reserved.

37. PUBLIC QUESTIONS

37.1 There were none.

38. WRITTEN QUESTIONS FROM COUNCILLORS

38.1 There were none.

39. DEPUTATIONS

39.1 There were none.

40. PETITIONS

40.1 There were none.

41. LETTERS FROM COUNCILLORS

41.1 There were none.

42. ESTATE SERVICES REVIEW

42.1 The Committee considered a report of the Director of Adult Social Care & Housing that set out proposals to make changes to the cleaning service in the communal areas of council flats (excluding sheltered accommodation), following recommendations made by the Estates Service Focus Group to the Housing Management Sub Committee on 15 January 2008. The report also included a review of the service charges that residents who live in flats paid for the service (for copy see minute book).

42.2 Members and Representatives welcomed the report and congratulated officers on the comprehensive and detailed consultation that had been undertaken.

42.3 **RESOLVED** - To recommend that the Housing Cabinet Member meeting:

- (1) Note the proposed changes to the cleaning service outlined in the report.
- (2) Approve the proposed service charges for communal cleaning, as shown in Table 1 in paragraph 5.4.3 with effect from 6 April 2009.
- (3) Approve that the Director of Adult Social Care & Housing implements the new charges, but with the power to make any minor amendments which may appear to be appropriate in particular cases.
- (4) Note the proposal to carry out benchmarking of the cleaning service in 2009/10 so that a value for money assessment can be made of the restructured service.

43. DELIVERY OF SUPPORT SERVICES FOR COUNCIL SHELTERED HOUSING TENANTS

- 43.1 The Chairman noted that the report would be deferred in recognition of a request from the Sheltered Housing Action Group to be afforded more time to consider the proposals.
- 43.2 In order that the Committee be able to consider any amendments made to the report before the New Year, the Chairman suggested that an additional meeting might be called.
- 43.3 **RESOLVED** – That the report be deferred.

44. HOUSING PROCUREMENT PROGRESS REPORT - PRESENTATION

- 44.1 The Committee were made a presentation by the Interim Head of Repairs and Maintenance regarding the progress of the procurement of new longer-term repairs and maintenance contracts (see appendix B).
- 44.2 Representatives of the Asset Management gave a presentation on their input into the procurement process (see appendix C). They reported that the presentation had been well received by the Area Housing Management Panels.
- 44.3 Opposition Members were keen for further opportunities that might enable them to be more involved. The Chairman explained that information would primarily be provided to Members at the Housing Management Consultative Committee, but specific briefings could be made available. The Leader noted that she hoped to develop an open and broader opportunity for Member involvement as the process developed.
- 44.4 Concerns were raised that a single contractor would be able bid for the entire contract. Officers clarified that the contracts could be bid for in various permutations. The Leader noted that the ambition was to provide a better and most cost effective for service for Tenants and that contracts would be monitored closely.
- 44.5 **RESOLVED** – That the presentation be noted.

45. LOCAL DELIVERY VEHICLE - PRESENTATION

- 45.1 The Committee were made a presentation by the Head of Housing Strategy and Development & Private Sector Housing regarding the development of the Local Delivery Vehicle (LDV) and its developing board (see appendix D).
- 45.3 Stewart Gover felt that tenants should be provided with a budget to procure their own independent legal advice. He referred to several cases of law that he had researched. The Chairman offered tenants the opportunity to meet with the councils legal advisors should they have any concerns.

45.4 The Committee debated the timescale afforded the process and noted the tight turnaround in electing Board Members. The rapidity of this part of the process was of concern and the Committee sought reassurance from the Chairman that the process was sound and accountable. The Chairman recognised the pace with which the project was developing and appreciated the need to keep the process open and transparent.

45.5 The issue of charitable status in respect of the LDV was debated; the Chairman noted that there would be an opportunity for the board to consider this.

45.6 The meeting debated the potential of conflicts of interest for Board Members. It was noted that any Tenant Representatives who became Board Members would be able to declare interests at specific meetings and withdraw from that meeting if the conflict was considered too great. There was no overarching conflict of interest in being a Board Member and an active Tenant Representative.

45.7 **RESOLVED** – That the presentation be noted.

46. VALUE FOR MONEY REVIEW OF HOUSING SERVICES

46.1 The Committee considered a report of the Director of Adult Social Care & Housing that provided an overview of the findings of the Value for Money review of Housing Services (for copy see minute book).

46.2 The Chairman requested that a report updating the situation be provided in six months time.

46.3 **RESOLVED** - That the findings of the Value for Money Review of Housing Services, and the value for money action plan, attached as an appendix to the report (Appendix 1) be noted.

47. HOUSING MANAGEMENT PERFORMANCE REPORT

47.1 The Committee considered a report of the Director of Adult Social Care & Housing that provided information on current performance within Housing Management services and general policy initiatives underway to improve performance (for copy see minute book).

47.2 **RESOLVED** – That the report be noted.

The meeting concluded at 6.00pm

Signed

Chairman

Dated this

day of

Appendix A


Communal Heating and Lighting Charges.

Following the meeting on Friday evening 31st October 2008, the following measures are in process to urgently review the provision of communal heating and lighting.

- 1) The council will arrange for a survey to be carried out this week at Leach Court and St James House to establish that all communal heating and lighting facilities are working correctly and are set at the appropriate level. The survey will examine thermostats and settings, boiler efficiency and timers.
- 2) The council will this week establish a programme of survey and inspection to all other blocks with communal heating and lighting. It is expected that this survey work will be completed by the first week in December.
- 3) The surveys will be carried out in conjunction with Tenant/Resident representatives of the blocks wherever possible.
- 4) We will arrange for the meters to be read and re-read a week later to examine whether the usage is within accepted parameters. We then use this information to verify that the service charge costs are correct.
- 5) We will look into giving future access for Tenant/Resident Representatives to carry out their own meter readings providing this does not compromise health and safety.

The council is committed to employing all reasonable measures to ensure the most economic and efficient provision of heating and lighting to communal areas. Naturally, in light of the recent increases in fuel costs, the council will use every endeavour to examine ways in which costs can be reduced.

The council are already implementing a programme of replacing communal lighting timers with light sensitive mechanisms whenever there is a breakdown. This will overcome the need to attend and alter timeclocks. We will investigate the costs and implications of progressing this across all communal lighting without waiting for a breakdown to occur.

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Housing Procurement Progress Report

David Gray
Interim Head of Repairs & Maintenance

Why a revised procurement strategy?

Post ballot strategy to fund investment gap to achieve the Decent Homes Standard and other works required to the stock:

- Procurement strategy to maximise efficiencies from modern, long term partnering agreements for the maintenance and improvement of the council housing stock
- Asset management plan, including new Local Delivery Vehicle to raise investment for council tenants' homes

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Current procurement arrangements

- Capital contracts tendered annually with specified supply chains
 - annual tendering costly and inefficient
 - no incentive for contractors to invest in additional benefits
 - no access to contractors' own, cheaper supply chains
- 2 responsive and empty properties repairs partnering contracts of 5 years
- 2 gas installation and maintenance contracts for 5 years
- Ad hoc repairs to services such as lightning conductors and water tanks

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Aims of revised procurement strategy

- To tender both capital and revenue works as 10 year long term partnering agreements covering
 - capital repairs and improvements
 - responsive repairs
 - planned maintenance
 - associated works
- To get the maximum efficiency and value for money by fully developing long term partnering agreements
- To reduce overheads and direct costs
- To achieve economies of scale
- To save an estimated £156 million over 30 years

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Aims of revised procurement strategy cont.

- Tenants at heart of maintenance and improvement work
- Proactive, planned service based on good asset management data incorporating tenants' aspirations
- Capital works programme prioritised to meet as far as possible, Decent Homes, Housing Health & Safety Ratings System, sustainability targets and tenant priorities
- 3* Audit Commission rating with excellent prospects for improvement
- Zero defects/right first time
- Additional benefits and improved contract management

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Tenant consultation and necessary approvals

- Procurement strategy approved by:
 - Housing Management Sub-Committee - 10 March 2008
 - Housing Committee - 27 March 2008
 - Policy & Resources Committee - 3 April 2008
- Homeing In Repairs & Maintenance* Special May 2008 and update September 2008

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Where are we up to now?

Asset Management Panel including 12 tenants and leaseholders has been meeting regularly

Constructors' Pre-Qualification Questionnaires (PQQs) being evaluated

Invitation to tender (ITT) being prepared

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What is the timetable?

Invitation to tender (ITT) to be sent to shortlisted constructors in December 2008

Tenders to be evaluated January to April 2009

Aim to award contracts in May 2009

Then preparation and mobilisation period, including training, new IT

Contracts to start on site April 2010

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The Asset Management Panel

The Housing Management Consultative Committee
4th November 2008

What is the role of the Asset Management Panel?

- To consider the repairs and improvements that are carried out to our homes.
- To work with officers to help shape the repairs and improvement programme.
- To assist with the choice of constructors for any strategic partnerships.
- To make recommendations to the cabinet member for housing.

How is the Panel made up?

- 12 tenants and leaseholders
- Senior officers
- Michelle Johnson, Community Participation Officer, takes the minutes and provides support to panel members.
- Membership can be up to a maximum of 4 years. Annual rotations provide other residents with the opportunity of being involved.
- There are 6 reserve panel members in place to take over if a member leaves the panel.
- The panel is made up of the following people,

What have the Panel been involved in?

- We have received training and presentations.
- We are focusing on the procurement of the new repairs and improvement contracts.
- We are involved in the development of Key Performance Indicators
- which the constructors will use to measure their performance.
- We have met with Area Panels to develop relationships.
- The final decision from any recommendation we make ultimately lies with the cabinet member for housing.

Feedback from the Area Panels

Ted and Pat attended all of the Area Panel meetings. They will briefly explain the feedback received from the meetings.

Lenny Gilbert	Representative for Union Thugs
Nash Hubbard	Assistant Director
Shane	Area Panel
Keith	Special Estate Representative
Pat	Current Cabinet Member
Ted	Cabinet
Josephine	Headlines
Barney	Spoken Hill
Rogan	Adam 108
Phillip	Local Estate
Thomas	Developer of the
Edward	Worcester
Sam	Worcester
Lenny	Worcester

Next steps

- Sue Chapman will be delivering training on business planning and the Housing Revenue Account.
- We have been invited to attend the constructors evaluations and interviews.
- We will continue to strengthen our relationship with Area Panels.

Thank you for your time

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Local Delivery Vehicle update

Marlin Reid
Head of Housing Strategy, Development and Private Sector
Housing

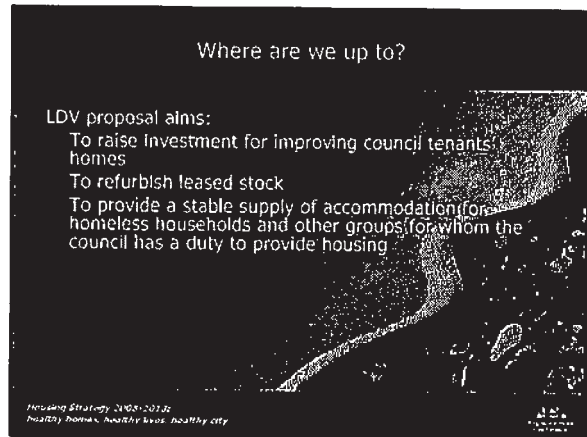


Where are we up to?

LDV proposal aims:

- To raise investment for improving council tenants' homes
- To refurbish leased stock
- To provide a stable supply of accommodation for homeless households and other groups for whom the council has a duty to provide housing

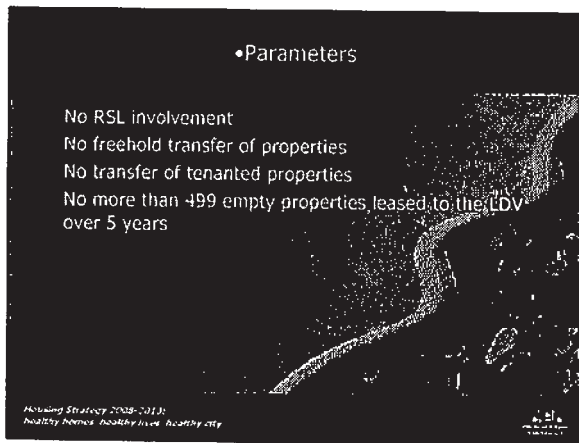
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Parameters

- No RSL involvement
- No freehold transfer of properties
- No transfer of tenanted properties
- No more than 499 empty properties leased to the LDV over 5 years

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Tenant consultation and necessary approvals ?

Approvals received from:

- Housing Management Consultative Committee - 23 September 2008
- Cabinet - 24 September 2008
- Full Council - 9 October 2008

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What next?

Now planning implementation, including:

- Recruiting board of management
- Setting up and registering the company
- Finalising LDV business plan and obtaining funding
- Producing agreements between the council and LDV

Tenant board members will have key input

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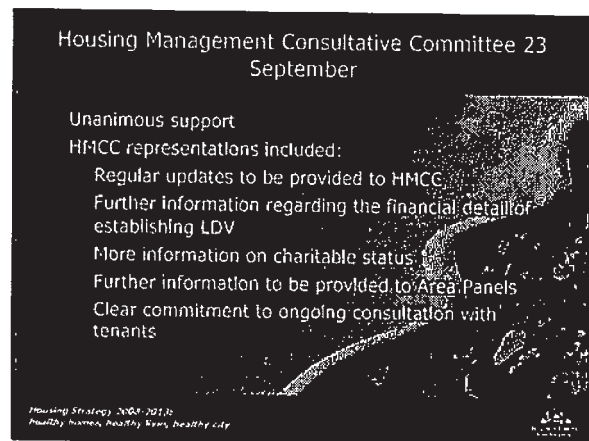
Housing Management Consultative Committee 23 September

Unanimous support

HMCC representations included:

- Regular updates to be provided to HMCC
- Further information regarding the financial details of establishing LDV
- More information on charitable status
- Further information to be provided to Area Panels
- Clear commitment to ongoing consultation with tenants

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Financial Model

- Lease payment to Council of up to £45m
- Invested to improve the homes of secure tenants of the Council
- Funding to refurbish the leased stock
- Business plan for the LDV to fund refurbishment of leased stock and lease premiums to Council
- LDV lets to households nominated by the Council

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Financial Model

- LDV rents within housing benefit levels already used for accommodating households in temporary housing
- LDV borrow capital on the basis of revenue from these rents, to be repaid over 30 years
- Pays for lease payments to the Council and refurbishment costs for leased properties
- Lease payments to the Council invested to improve in Council retained HRA stock

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Length of leases

- Council retain freehold
- Project only works if properties leased out of the HRA (minimum 21 years)
- Lease of up to 125 years proposed in order to be long enough to raise private finance and minimise lender risk
- Longer lease reduces cost of borrowing and offers a more attractive investment opportunity
- Option of break clause at year 30 without Council paying the LDV

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What kind of company will it be?

- Company limited by guarantee, not for profit
- Independent of the council
off council's balance sheet and not subject to EU procurement regulations and various other controls if privately funded
- Recommend charitable status as tax benefits contribute up to £10 million toward lease payments to Housing Revenue Account
- Board members will approve the constitution memorandum and articles of association
board to choose the company's name

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Charitable status - financial advantages

- Financial advantages of achieving charitable status
- Maximises funding for investment in improving secure tenants homes

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Charitable status - Tax benefits

- LDV would not pay Stamp Duty Land Tax (SDLT) on leases.
- On a lease payment of £45m this equates to a saving of £1.8m
- LDV would not have to pay corporation tax on any surpluses from charitable activities after debt paid off
saves as much as £2.5m a year

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Charitable status - tax benefits

VAT shelter savings on costs of refurbishing properties estimated at £8m

- Based on Council entering into a development agreement with LDV to refurbish the properties with Council recovering VAT
- Unless the LDV is charitable saving the VAT creates more corporation tax liability than VAT saved

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Charitable status - other benefits

Charities not associated with profit making or risk taking

Proposed objects around which the LDV would house fit within the activities of a charitable organisation

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Charitable status - disadvantages

A charitable LDV would have to be independent of the Council

However, Council has the right to approve constitution and any proposed changes, is represented on the Board and has leasehold interest and nominations agreement

Once constituted as a charity the LDV would not be able to cease being charitable.

In the future the LDV could set up non-charitable subsidiaries to undertake non-charitable activities

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Charitable status - other issues

Charitable status has no impact on Council rights to exercise break clause at year 30

Charitable status would not stop the option of building in 'overage' provisions so that if there turns out to be more value in leases than expected this is shared with the Council

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Who will run the company?

Board of management:

- 4 council tenants or leaseholders selected by Area Panels
- 4 council board members appointed by the council
- 4 independent board members appointed by tenant and council board members

Tenant board members will also be company members

One third tenants, one third independents and one third council voting rights at board and company membership

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Reporting back to Area Panels

Cabinet agreed further information to be provided to Area Panels as part of the ongoing consultation process

Regular updates and financial information also to go to HMCC

Tenant board members to keep Area Panels and Citywide Assembly updated

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Subject: Housing Revenue Account Budget 2009/10
Date of Meeting: 20 January 2009
REPORT OF: Director of Adult Social Care & Housing
Director of Finance & Resources
Contact Officer: Name: Sue Chapman **Tel:** 29-3105
E-mail: sue.chapman@brighton-hove.gov.uk
Key Decision: Yes HSG 6576
Wards Affected: All

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

- 1.1 This report presents the Housing Revenue Account Forecast Outturn for 2008/09 as at month 6 and the proposed Budget for 2009/10 as required by the Local Government and Housing Act 1989. Members are required to consider the budget proposals including changes to rents, fees and charges as well as savings and service pressures.
- 1.2 The council's Housing Revenue Account (HRA) contains the income and expenditure relating to the council's landlord duties in respect of approximately 12,320 properties and 2,230 leasehold properties. These properties are accounted for separately from the council's other services/activities which form part of the council's General Fund.

2. RECOMMENDATIONS:

- 2.1 That the Housing Management Consultative Committee recommend to the Housing Cabinet Member that Cabinet:
- a) approves the budget for 2009/10 as shown in Appendix 1
 - b) approves individual rent increases and decreases in line with rent restructuring principles as determined by the Government.
 - c) approves the changes to fees and charges as detailed in paragraph 3.14 to 3.20.
 - d) authorises the Director of Adult Social Care & Housing to implement the new rents, fees and charges, but with delegation to make any minor amendments which may appear to be appropriate in particular cases; and
 - e) authorises the Director of Adult Social Care & Housing to prepare and place on deposit the statement of proposals, estimates and other particulars as required by Section 76 of the Local Government and Housing Act 1989.

3. RELEVANT BACKGROUND INFORMATION

TARGETED BUDGET MANAGEMENT (TBM) 2008/09 MONTH 6

- 3.1 The adjusted budget for 2008/09 is a net expenditure budget of £0.250 million. The forecast outturn as at month 6 is an underspend of £0.340 million resulting in a surplus of £0.090 million, as shown in Appendix 1. The main variances are:
- Salary costs are projected to underspend by £0.379 million from vacancy management pending reviews to be implemented as part of the improvement programme, together with a £0.060 million provision for the implementation of single status.
 - Empty property repair costs are projecting a £0.200 million overspend due to an increase in the average cost of repair per property from £2,300 to £2,600 for the first four months of the year. An action plan is being implemented to achieve a reduction to £2,300 per property. This overspend is partially offset by service contract underspends of £0.162 million due to the continuation of existing contracts, which have a lower specification than the new contracts, the costs of which have been budgeted for and will be let in 2009/10.
 - A review by Corgi of the way that gas inspections to installation works are carried out has resulted in an efficiency saving in the use of consultants, creating an underspend of £0.140 million.
 - The income budget for service charges is projected to overachieve by £0.105 million in respect of leaseholder service charges due to costs for recharging being greater than anticipated at budget setting.

HRA BUDGET PROPOSALS 2009/10

Summary

- 3.2 The HRA budget has been set with the overall aim of 'achieving excellence in Housing Management', in accordance with the 30 year business plan and to maximise delivery of the core priorities in new Housing Management Service Improvement Plan. The 5 core priorities are:
1. Improve services to an excellent standard, with residents at the heart of everything we do
 2. Improve the quality and sustainability of our homes and neighbourhoods
 3. Deliver value for money services and maintain a sustainable 30 year business plan
 4. Make best use of our housing stock to address housing need
 5. Ensure that social housing provides a platform for reducing inequality and creating opportunity
- 3.3 The HRA Budget has also been developed to provide a balanced budget taking into account the HRA subsidy determination and other income and expenditure assumptions. The council's Medium Term Financial Strategy outlines an efficiency

savings target for all services across the city of 3%. In setting this budget, officers have taken into account the required level of efficiency savings but also sought to maximise the level of resources available to invest in meeting the Decent Homes Standard and have therefore identified savings of 7.4%.

- 3.4 The 7.4% savings of £0.709 million identified, along with a much lower increase in HRA subsidy payable to the Government than anticipated, has resulted in an increase in revenue contributions of £1.599 million to fund additional Decent Homes works such as kitchens and bathrooms, in the capital programme for 2009/10.
- 3.5 The HRA budget for 2009/10 is shown in Appendix 1. In preparing the base budget, inflation of 2.3% on employee costs and 2.5% on other costs has been applied. Savings proposals, service pressures, and changes to rents, fees and charges and housing subsidy are detailed in paragraphs 3.7 to 3.29.
- 3.6 The following table summarises the movement on the HRA base budget between 2008/09 and 2009/10:

Main Budget Variations	£'000
Base Budget 2008/09	250
<i>Increases in Resources:</i>	
Savings Proposals as detailed in paragraph 3.7	(709)
Increase in Rent for Dwellings (net of Empty Properties)	(1,919)
Reduction in Capital Financing Costs due to lower interest rates on borrowing	(327)
<i>Reductions in Resources:</i>	
Employees pay award and other inflation	243
Increase in Revenue Contribution to Capital Programme	1,590
Increase in Subsidy Payable to the Government	444
Reduction in interest on reserves due to lower interest rates	78
Service Pressures as detailed in paragraph 3.8	315
Other minor variances	35
Base Budget 2009/10	0

Savings and Service Pressures

3.7 The budget includes savings of £0.709 million as detailed below:

Proposed Savings 2009/10	£'000
Review of various roles and responsibilities leading to a reduction of 1.94 fte posts and regrading of posts. These posts are vacant or reduced hours have already been agreed with staff.	73
Efficiency savings target of 2% for the responsive repairs and voids and gas servicing and maintenance contracts operating within open book accounting.	181
A review by Corgi of the way that gas inspections to installation works are carried out has resulted in an annual efficiency saving in the use of consultants.	198
Reduction in contract administration through efficient procurement of the Gardening for Older People Scheme	20
Reduction in supplies and services budgets	45
No inflationary increase and reduction in central support services recharge.	63
Housing Strategy – reduction in staff charged to HRA for management of temporary accommodation	21
Additional income from the communal cleaning service charge as approved at Housing Cabinet 4 November 2008	76
Realignment of commercial property rental income budget to reflect the current level of income.	32
Total Proposed Savings	709

3.8 The budget also includes service pressures of £0.315 million resulting from:

- Legal fees and other associated costs of £0.015 million for the creation of St James House as a Tenant Management Organisation
- Additional energy costs of £0.300 million from the increased contract prices, of an average of 53% for gas and 83% for electricity. This service pressure is net of additional income from tenants and leaseholders heating charges.

Rents 2009/10

- 3.9 Rents are calculated in accordance with the government's rent restructuring guidelines. Target rents for each property are calculated based on the relative property values, bedroom size and local earnings. The act of moving tenants' current rents to the target rent is called rent convergence. In order to limit increases in current rents to reach target rents, the guidance specifies a maximum rent increase equivalent to inflation + ½% + £2 per week.
- 3.10 From 1 April 2007, in anticipation of a positive vote for stock transfer (and in accordance with the department for Communities and Local Government Housing Stock Transfer Guidance), the property values used within the rent calculation were increased to reflect the value of improvement works to be completed by 2012. The council has now once again reviewed the property values used in the rent calculation and adjusted them to exclude those works that are now unlikely to be completed by 2012. This has resulted in a reduction in each tenant's target rent compared to that previously calculated, which will be reflected through smaller increases to actual rents until rent convergence. The average reduction in the target rents at 2009/10 prices, by number of bedrooms is shown in the table below:

Number of Bedrooms	2009/10 Current Weekly Target Rent £	2009/10 Revised Weekly Target Rent £	Reduction £
0	56.03	54.93	1.10
1	64.37	62.96	1.41
2	74.03	72.15	1.88
3	87.71	85.02	2.69
4	95.00	92.06	2.94
5 and 6	112.87	108.89	3.98

- 3.11 The Housing subsidy determination 2009/10 requires Local Authorities to use the September 2008 RPI (Retail Price Index) of 5% for setting rent inflationary increases. The Government has acknowledged that this level of RPI will set high rent increases and in order to minimise these, the determination now proposes to set a 'provisional' rent convergence date for the future. This means that the date for rent convergence will now change yearly depending on the level of inflation for that each year.
- 3.12 Therefore, the rent convergence date has now been extended from 2011/12 to 2023/24. This results in an average rent increase of 5.45% for Brighton & Hove, equivalent to £3.50 per week, increasing the average rent to £67.70 (compared

to a greater increase of 6.58 % for a rent convergence date of 2011/12). However, in line with rent restructuring and all rents moving towards their individual targets, some rents will increase by more than the average and others by less than this. The maximum increase will be approximately £6.80, with the lowest increase being £1.01.

Fees and Service Charges 2009/10

3.13 The proposed changes to fees and charges for 2009/10 are as follows:

3.14 **Heating** - There are no contract price increases for 2009/10. However charges may be amended from 6 April 2009 to reflect the latest estimates of consumption. This means that some tenants will see a reduction in their charges due to lower consumption and others an increase from higher consumption.

3.15 **Water Charges** - Contract price increases from 1 July 2009 will be advised to tenants once the council receives notification of the increases by Southern Water. However charges may be amended from 6 April 2009 to reflect the latest estimates of consumption. This means that some tenants will see a reduction in their charges due to lower consumption and others an increase from higher consumption.

3.16 **Grounds Maintenance** – Charges will increase by 2.5% from 6 April 2009 in line with contract charges to the HRA.

3.17 **Communal Cleaning Services** – New charges for 2009/10 were approved at Housing Cabinet on 4 November 2008 and are based on the type of building occupied. Weekly charges are £2.41 for low rise blocks, £3.58 for high rise blocks and £0.50 for Houses in Multiple Occupation.

3.18 **Garages & Car Parking** - All charges are frozen until 31 March 2010 as approved at Housing Committee on 16 November 2006

3.19 **Supporting People** – Charges will reduce by 3% as detailed in a separate report on this agenda.

3.20 **Sheltered Services** – The charges have been reviewed and revised charges are subject to approval in a separate report on this agenda.

Housing Subsidy Determination 2009/10

3.21 The HRA is part of the national housing subsidy system through which Council Housing Rents are standardised across the country. The subsidy system uses a national formula to set guideline rents for each property together with allowances for management, maintenance and capital charges based on notional costs. The current subsidy system was introduced in 1990 and relies on the Secretary of State publishing annual 'Determinations' which set out the basis of subsidy.

3.22 The department for Communities and Local Government (CLG) stated that the HRA Subsidy Determination for 2008/09 was to be a one year only methodology to give Ministers time to explore the possibilities for wider reform of the HRA subsidy regime. Subsequently Ministers announced a joint CLG and Treasury review to develop a sustainable long term system for financing council housing. As the review is not expected to report until Spring 2009 it has been necessary to delay again until a new regime can be introduced possibly in 2011/12. CLG have therefore issued a determination on a similar basis to before, which will apply to 2009/10 only.

3.23 The 2009/10 Subsidy Determination proposes changes resulting in revenue subsidy payable of £11.938 million compared to £11.494 million payable last year. The overall subsidy position (taking into account the capital element) is an increase in subsidy payable to the Government of £0.159 million. This is a much lower loss of subsidy than normally expected due to a number of complex factors. However, it is expected that in future years the loss of subsidy would be in the region of £0.500 to £1 million per year based on the current subsidy system.

3.24 The following table summarises the determination and the notional elements included:

Housing Subsidy	2008/09 £'000	2009/10 £'000	Change £'000
<i><u>'Notional' Revenue Items</u></i>			
Management Allowance	(7,638)	(8,041)	(403)
Maintenance Allowance	(14,526)	(14,869)	(343)
Capital Charges	(7,065)	(6,619)	446
	(29,229)	(29,529)	(300)
Less Guideline Rent	40,723	41,467	744
Net revenue subsidy payable to the Government (exc. MRA)	11,494	11,938	444
<i><u>Capital Items</u></i>			
Major Repairs Allowance	(9,067)	(9,352)	(285)
Overall subsidy position – net payment to the Government	2,427	2,586	159

Note: Credits represent income

3.25 **Management** – The main change to the notional cost formulae used is the reintroduction of the 3 year average for crime data inputs which has led to a much

more favourable settlement than last year.

The Management Allowance per dwelling will increase by 5.8% to £652.57 (0.65% increase last year) compared to a national average increase of 3.5% at £659.40 per dwelling.

- 3.26 **Maintenance** – The main changes to the notional cost formulae is the reintroduction of the 3 year average for crime data inputs and the use of a 3 year average to smooth the changes to the building cost indices adjustment. This has led to a much more favourable settlement than last year.

The Maintenance Allowance per dwelling will increase by 2.9% to £1,206.71 (no change last year) compared to a national average decrease of 0.8% at £1,103.20 per dwelling.

- 3.27 **Capital Charges** – The HRA receives subsidy based on the cost of financing historical borrowing allocations. This has reduced due to lower interest rates anticipated for 2009/10.

- 3.28 **Guideline Rent** – The subsidy system assumes a notional guideline rent per dwelling which increases annually in line with the government's Rent Restructuring Policy. The guideline rent for 2009/10 is £66.04 per property per week, an increase of 2.36%.

- 3.29 **Major Repairs Allowance (MRA)** – In addition to the revenue subsidy the HRA also receives a Major Repairs Allowance for each property, which is used to partly fund the Capital Programme. The MRA represents the estimated long term average amount of capital spending required to maintain the stock in its current condition. Although there have been no changes to the methodology, the national average unit costs used to calculate the MRA have been revised. The net effect of this change is an increase of 3.7% per unit (compared to the national average of 2.4%), increasing average MRA to £758.98 per dwelling. The total MRA, including the loss of stock from Right to Buy sales, has increased by £0.285 million to £9.352 million.

PROJECTED HRA RESERVES

3.30 The month 6 forecast outturn for 2008/09 shows a contribution to reserves of £0.090 million increasing the projected reserves to £4.069 million at 31 March 2009. The 2009/10 budget has been set for a breakeven position. Therefore, the reserves are projected to remain at £4.069 million as at 31 March 2010 as shown in the table below.

Projected HRA general reserves at 31 March 2010	£'000
Reserves at 1 April 2008	5,615
Less: Contribution to fund 2008/09 Capital Programme	(1,386)
Contribution approved to fund energy contract increases in 2008/09 Revenue Budget	(250)
Plus: Forecast contribution from 2008/09 Revenue Outturn	90
Projected Reserves at 31 March 2009	4,069
Plus: contribution from 2009/10	0
Projected Reserves at 31 March 2010	4,069

3.31 The recommended minimum level of reserves is now £2.400 million so there is £1.669 million available for use.

3.32 Estate Development Budget revenue reserves are £0.034 million as at 1 April 2008. These reserves relate to committed revenue and capital expenditure for schemes agreed in previous financial years that are not yet completed. Therefore these reserves will reduce as schemes are finished.

4. CONSULTATION

4.1 Tenants are consulted during the year on the HRA Budget and the Estate Development Budget. After Cabinet approval, tenants will receive notification of their individual rents and charges for 2009/10.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 5.1 Financial Implications are included in the main body of the report

Sue Chapman, Head of Financial Services 7 January 2009

Legal Implications:

- 5.2 The Council is required to keep a separate Housing Revenue Account (HRA) by virtue of the Local Government and Housing Act 1989. Preceding any financial year, the council must formulate for that year proposals relating to i) the income from rent and charges of all property within the HRA, ii) the expenditure on repair, maintenance, supervision and management of that property and iii) any other prescribed matters. In formulating the proposals, the council must use its best assumptions and estimates to secure that on their implementation the account will not show a debit balance. Within one month of formulating the proposals it must prepare and place on deposit a statement setting out the proposals and estimates.

Liz Woodley, Lawyer

7 January 2009

Equalities Implications:

- 5.3 The HRA budget will fund services to people with special needs due to age, vulnerability or health needs.

Sustainability Implications:

- 5.4 The HRA budget will fund a range of measures that will benefit and sustain the local environment.

Crime & Disorder Implications:

- 5.5 The Budget includes financial provision for Crime and disorder implications.

Risk and Opportunity Management Implications:

- 5.6 Financial risks have been assessed throughout the development of the council's budget.

Corporate / Citywide Implications:

- 5.7 The Budget seeks to improve the quality of housing and services provided to tenants across the City.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

- 6.1 There are no alternative options proposed. Rents are set in accordance with the Government's rent restructuring guidance and increases are in line with the Housing Subsidy Determination. The Housing Subsidy Determination controls rent setting by removing resources from local authorities through non compliance.

7. REASONS FOR REPORT RECOMMENDATIONS

- 7.1 The Local Government and Housing Act 1989 requires each Local Authority to formulate proposals relating to income from rent and charges, expenditure on repairs, maintenance, supervision and management and any other prescribed matters in respect of the HRA. In formulating these proposals using best estimates and assumptions the Authority must set a balanced account. This budget report provides a breakeven budget and recommends rent increases in line with current government guidance.

SUPPORTING DOCUMENTATION

Appendices:

1. Housing Revenue Account Forecast Outturn 2008/09 and Budget 2009/10

Documents In Members' Rooms

1. None

Background Documents

1. 2009/10 Housing Revenue Account Subsidy Determination
2. 2009/10 Housing Revenue Account Working Papers

Appendix 1

HOUSING REVENUE ACCOUNT - BUDGET 2009-10			
	2008-09 Adjusted Budget £'000	2008-09 Forecast Outturn £'000	2009-10 Original Budget £'000
EXPENDITURE			
Employees	9,019	8,644	9,262
Premises - Repairs, Response & Voids	7,401	7,446	7,342
Premises - Repairs, Service Contracts	2,777	2,881	2,910
Premises - Repairs, Programmed Repairs	657	614	764
Premises – Grounds Maintenance	512	503	505
Premises - Other	2,404	2,443	2,428
Transport	159	249	187
Supplies and Services - Provision for Bad Debt	300	320	308
Supplies and Services - Other	1,730	1,528	1,633
Support Services - from Other Departments	2,300	2,319	2,250
Revenue contribution to Capital Schemes	3,385	3,465	4,975
Capital Financing Costs	4,941	4,908	4,614
Housing Subsidy Payable	11,494	11,547	11,938
TOTAL EXPENDITURE	47,079	46,867	49,116
INCOME			
Rents Dwellings	(41,009)	(41,069)	(42,870)
Empty Properties	531	508	473
Rents Car Parking/Garages	(758)	(721)	(728)
Commercial Rents	(452)	(490)	(495)
Service Charges	(3,428)	(3,533)	(3,861)
Other recharges and Interest	(1,713)	(1,652)	(1,635)
TOTAL INCOME	(46,829)	(46,957)	(49,116)
DEFICIT / (SURPLUS)	250	(90)	0

Subject: *Delivery of support services for council sheltered housing tenants*

Date of Meeting: 20 January 2009

Report of: Director of Adult Social Care & Housing

Contact Officer: Name: Hilary Edgar **Tel:** 29-3354
E-mail: Hilary.edgar@brighton-hove.gov.uk

Key Decision: No

Wards Affected: All

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT

- 1.1 This report sets out recommendations for the future delivery of the support service for council sheltered housing tenants following the review of the sheltered service, consultation with residents and discussions with staff. The structure of the service needs to change to address problems in the current model of service, to meet residents' service requirements and accommodate future budget pressures.
- 1.2 The report also includes a review of the communal service charges in sheltered housing and details of the support charge for 2009/10.

2. RECOMMENDATIONS

- 2.1 The Housing Management Consultative Committee recommends that the Housing Cabinet Member meeting:
- 2.2 (1) Notes the proposal, following consultation with residents, to retain a traditional, on site, scheme manager model of service, which will continue to be managed as a non residential service.
- 2.3 (2) Agrees the revised communal service charges as set out in Appendix 1 with effect from 6 April 2009 and authorises the Director of Adult Social Care and Housing to implement the new service and charges, but with power to make any minor amendments which may appear to be appropriate in particular cases.

3. CURRENT SHELTERED HOUSING SERVICE

- 3.1 The council has 24 sheltered schemes with 855 units of accommodation. This represents half of the social rented sheltered stock in the city, and the council is by far the largest provider of sheltered housing.

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- 3.2 The council currently operates a scheme manager based model at individual sites with the out of hours cover based on relief wardens and the Carelink service. There are currently 19 Scheme Manager posts. This structure was introduced in 2000, following a best value review.
 - 3.3 Prior to sheltered schemes being supplied with emergency equipment linked to CareLink, residential staff were employed to respond to all out of hour's emergencies. The advent of CareLink rendered the 'live-in' aspect of residential staff less important.
 - 3.4 Some staff have found residential working stressful as they felt as if that they were never off duty. As a result, some residential staff have asked to become non-residential with the support of their union and occupational health. At the time of the review in 2000 there were 22 residential staff and by 2008 this had fallen to just 5.
 - 3.5 As there are currently fewer managers than schemes, some of the smaller schemes share a manager. However, in the medium and larger schemes there is only one scheme manager and this has created imbalances in workloads between staff.
 - 3.6 The current service model has been difficult to sustain over the past few years – it has been difficult to recruit staff to vacant residential posts and there are currently 5 agency workers in the service. A new model of service is therefore required which addresses the needs of residents at the same time as providing staff with manageable workloads and links with colleagues so that services can be maintained in their absence.

4. PROPOSED CHANGES TO THE SHELTERED HOUSING SERVICE

- 4.1 The options for managing sheltered support services range from residential scheme managers to floating support, which is usually located off site and based on short term interventions to tenants in need rather than continuous support. There were two rounds of road shows in the summer and autumn of 2008 advising residents of the need to review the sheltered housing service and of the different ways the service could be provided.
- 4.2 This consultation established that residents did not want a model based on floating support and that they were keen to maintain a service based on scheme managers as they believed they were integral to a successful sheltered service. This view was represented in a petition from the majority of sheltered residents to this committee in July 2008 which said they wanted to retain scheme managers and not introduce floating support.
- 4.3 Discussions between officers and the Sheltered Housing Action Group established the following areas of agreement:
 - a) Scheme managers are an important asset in the sheltered housing service and should be locally based.
 - b) Savings can be made by reviewing overheads and by changing the out of hour's service provision. These savings could then be used to supplement scheme manager numbers.

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- c) The current service delivery model has a number of fundamental problems with equity of workload, cover arrangements, recruitment and consistency of service and this needs to be addressed in the chosen model of service.

- 4.4 Having established common ground between officers and residents, a desk top review of the costs other sheltered housing providers pay for their out of hours service, was carried out. This confirmed there is substantial scope for budgetary savings in this part of the service which can be invested in providing front line support services.
- 4.5 It is anticipated that there will be sufficient savings to fund 2 additional scheme managers, taking the total number of scheme managers from 19 to 21.
- 4.6 Site based scheme managers will be the bedrock of the new sheltered service. However, scheme managers will at times need to work with partner scheme managers to address the imbalances in work load and continuity of service provision when staff are on leave.
- 4.7 Links will be made between schemes taking account of the number of units and their location, so that the managers' workload is more fairly distributed. Each scheme will have a dedicated scheme manager who will be the main contact for residents, however in the larger schemes some tasks may be carried out by another manager.
- 4.8 Photographs and information about the scheme managers that residents in a particular scheme will have contact with will be available in each scheme, and these managers will be encouraged to build links with residents in the blocks they will be working in through social activities, and joint working with the dedicated scheme manager. This will ensure residents become familiar with the other scheme managers who may work in their scheme.
- 4.9 The five existing residential scheme managers will be offered the opportunity to remain living on site, whilst employed to deliver front line support services to sheltered tenants. Should any residential scheme managers wish to move, they will be offered assistance with their housing options.

5. ACHIEVING EXCELLENCE IN THE MANAGEMENT OF SHELTERED HOUSING

- 5.1 Consensus over the model of service provides an excellent starting point for the council and residents to continue working together on the following areas for improvement that were identified by tenants at the consultation road shows, the chairman's working group on sheltered housing and Sheltered Housing Action Group meetings:
 - a) Reviewing the scheme manager job description
 - b) Resident involvement in the recruitment of scheme managers
 - c) Providing clearer, more accessible, information for residents on service charges
 - d) Involving residents in the advertising and viewings of empty properties in their schemes
 - e) Developing a sheltered housing policy
 - f) Developing a communications strategy for sheltered housing
 - g) Specifying and procuring a new out of hours service

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- h) Reviewing, on a scheme by scheme basis, what to do with the empty warden's flats in schemes where they are no longer occupied by residential scheme managers
 - i) Undertaking a value for money review of the financial overheads within the sheltered service

5.2 Following February's Cabinet Member for Housing meeting, a project plan will be drawn up and presented to a future meeting of the Sheltered Housing Action Group which timetables this work over the coming year so that everyone involved in sheltered housing – residents, officers and members - will know the range and scope of the work that is being carried out.

6. SERVICE CHARGES

6.1 Sheltered tenants currently pay charges for support and communal services. The support charge is eligible for Supporting People grant where a tenant is in receipt of Housing Benefit and the communal areas service charge is eligible for Housing Benefit.

6.2 The support charge is currently a flat fee of £13.25 per week for each tenant and covers providing housing related support to enable vulnerable tenants to live independently within the community. For example this includes completing benefit forms, arranging adaptations or other professionals to call, arranging social events for residents.

6.3 Approximately 84% of sheltered tenants are eligible for supporting people grant funding to cover their support charge with the remaining tenants paying themselves. The service was initially set up as self financing but is now operating at a cost to the HRA of £46,000 per annum. This is because the income received from the Supporting People grant and tenants has only increased by 2.1% over the last five years whilst the expenditure, mainly salaries, has continued to increase annually by inflation.

6.4 The Commissioning Body has advised that the Supporting People grant funding will be reducing over the next three years with no allowance for inflation. The exact level of reduction is unknown at present and is awaiting the strategic review of older peoples' services by the Commissioning Body. For 2009/10 the new Supporting People charge to tenants will reduce by 3% from £13.25 to £12.85 per week.

6.5 The charge for communal services includes communal cleaning, electricity costs, fire precaution equipment and materials. This service charge has been reviewed to ensure that costs are accurately recovered. The individual elements of the service charges including the increases or reductions are shown in Appendix 1. The main variation is from increased electricity costs averaging 83% from the new contract which was awarded on 1 April 2008.

6.6 Approximately 84% of sheltered tenants receive full or partial housing benefit to cover the communal areas service charges. Scheme Managers will work with the 59 tenants who will need to personally fund increases of more than £0.60 per week to ensure they are receiving all benefits to which they are entitled and offer general support.

6.7 Appendix 2 shows the net effect of the changes to both service and support charges for each sheltered scheme with effect from 1 April 2009.

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7. CONSULTATION

- 7.1 There has been extensive consultation with tenants. This included a series of road shows visiting sheltered schemes to specifically discuss operational service delivery issues. This complemented the earlier series of road shows and wide ranging work of the Chairman's Working Group and the Sheltered Housing Action Group.
- 7.2 The majority of tenants who participated in the road shows expressed a desire to have a model of service based on scheme managers rather than floating support. The majority of tenants also agreed the provision of out of hours cover should be reviewed for efficiency and value. Most tenants consulted expressed strong views that the out of hours service should be re specified, with service levels agreed and procured in accordance with their wishes with an emphasis on better value for money and a less complex service.
- 7.3 The council welcomed a petition organised by the Sheltered Housing Action Group presented to this committee in July 2008. This overwhelmingly supported scheme manager services as opposed to floating support.
- 7.4 In response to these views officers proposed to redesign the service with team based scheme managers. Residents were concerned about some elements of this model of service and following further consultation with residents a revised model has been designed which retains traditional on site scheme managers, working in partnership with each other to cover absences and even out their workload.
- 7.5 There will be a review of the redesigned service, involving residents, six months after implementation. The outcome of this review will be reported back to the Sheltered Housing Action Group.

8. FINANCIAL & OTHER IMPLICATIONS

Financial Implications:

- 8.1 The supporting people expenditure budget for 2008/09 is £635,530 against an income budget of £589,530 which shows a forecast under recovery of £46,000. The proposed changes to the service will increase this level of under recovery to an estimated £65,000 which is absorbed by the HRA revenue budget. In order to reduce this under recovery, further savings relating to the out of hours service will need to be made as mentioned in paragraph 4.4 above.
- 8.2. The sheltered services budget will need to be closely monitored over the next few years to ensure that any future reductions in funding are matched with efficiency savings in order to ensure no further service pressures occur.
- 8.3 The review of the sheltered common areas service charges has highlighted an under recovery of £19, 800 which is due to be the 83% increase in electricity costs. Implementing the new charges from April 2009 will ensure all costs are fully recovered.
- 8.4 Further details regarding the service charge calculation are included in section 6 of the report and the Appendices.

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Finance Officer Consulted: Monica Brooks Date: 07/01/2009

Legal Implications:

- 8.5 The Council is empowered to provide sheltered housing, and to impose a reasonable charge on tenants for that service.

Lawyer Consulted: Liz Woodley Date: 22/09/2008

Equalities Implications:

- 8.6 The proposed changes will ensure greater consistency in the support services provided to older vulnerable tenants.

Sustainability Implications:

- 8.7 There are no direct implications

Crime & Disorder Implications:

- 8.8 There are no direct implications

Risk and Opportunity Management Implications:

- 8.9 There are no direct implications

Corporate / Citywide Implications:

- 8.10 There are no direct implications

9. EVALUATION OF ANY ALTERNATIVE OPTION(S)

- 9.1 The petition referred to at 6.3 above clearly demonstrated that tenants do not want to move to a floating support based model of service delivery. Discussions with tenants at all schemes during the consultation road shows confirmed this position.
- 9.2 The proposal to move to a team based system of working was not supported by residents and the future model will be based around on site scheme managers.

10. REASONS FOR REPORT RECOMMENDATIONS

- 10.1 For the Cabinet Member for Housing to agree a revised service delivery structure and changes to communal areas service charge.

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SUPPORTING DOCUMENTATION

Appendices:

- 1) Proposed sheltered communal areas service charge with effect from 6 April 2009
- 2) Proposed sheltered common areas and supporting people charges with effect from 6 April 2009

Documents In Members' Rooms None

Background Documents None

PROPOSED SHELTERED COMMON AREAS SERVICE CHARGE WITH EFFECT FROM 6 APRIL 2009

APPENDIX 2

Scheme	No. units	Cleaning / window cleaning			Utility			Alarm maintenance / fire precaution			Other supplies			Current charge total	Reviewed charge total	Diff	% diff
		(incl ward)	Current	Proposed	Diff	Current	Proposed	Diff	Current	Proposed	Diff	Current	Proposed				
Ainsworth House	19	2.93	2.67	(0.27)	2.67	3.02	0.35	0.74	1.19	0.45	0.26	0.28	0.02	6.61	7.16	0.55	8.32%
Broadfields	15	3.64	3.30	(0.34)	3.65	3.46	(0.19)	0.56	1.16	0.60	0.26	0.28	0.02	8.12	8.21	0.09	1.11%
Churchill House	36	6.15	5.56	(0.60)	1.20	1.23	0.03	0.57	1.18	0.61	0.26	0.28	0.02	8.18	8.24	0.06	0.73%
Ditchling	26	2.16	1.97	(0.19)	0.17	0.14	(0.04)	0.56	0.54	(0.01)	0.26	0.28	0.02	3.15	2.93	(0.22)	-6.98%
Elizabeth Court	32	5.27	4.76	(0.51)	1.09	2.28	1.19	0.56	1.18	0.62	0.26	0.28	0.02	7.18	8.50	1.32	18.38%
Elwyn Jones Court	72	6.94	6.26	(0.68)	3.45	2.41	(1.03)	0.70	1.19	0.49	0.26	0.28	0.02	11.35	10.15	(1.20)	-10.57%
Evelyn Court	22	3.81	3.45	(0.36)	1.37	3.60	2.23	0.69	1.19	0.51	0.26	0.28	0.02	6.13	8.53	2.40	39.15%
Hazelholt	24	7.43	6.70	(0.73)	1.42	2.44	1.02	0.56	1.17	0.62	0.26	0.28	0.02	9.67	10.60	0.93	9.62%
Jasmine Court	32	2.81	2.56	(0.26)	1.27	2.85	1.58	0.71	1.18	0.47	0.26	0.28	0.02	5.05	6.86	1.81	35.84%
Jubilee Court	29	4.90	4.43	(0.47)	2.04	3.61	1.57	0.77	1.19	0.42	0.26	0.28	0.02	7.98	9.52	1.54	19.30%
Laburnum Grove	59	4.70	4.25	(0.45)	1.42	3.39	1.97	0.65	1.19	0.53	0.26	0.28	0.02	7.04	9.11	2.07	29.40%
Lavender House	25	3.88	3.52	(0.37)	1.66	3.60	1.94	0.56	1.17	0.62	0.26	0.28	0.02	6.36	8.58	2.22	34.91%
Leach Court	108	7.56	6.82	(0.74)	1.96	2.61	0.64	0.59	1.19	0.60	0.26	0.28	0.02	10.38	10.90	0.52	5.01%
Lindfield Court (incl Burwash Lodge)	31	6.51	5.88	(0.63)	2.32	2.51	0.19	0.56	1.19	0.64	0.26	0.28	0.02	9.66	9.87	0.21	2.17%
Manor Paddock	24	2.33	2.13	(0.21)	1.69	2.17	0.48	0.57	1.19	0.63	0.26	0.28	0.02	4.85	5.78	0.93	19.18%
Muriel House	35	7.75	6.99	(0.76)	1.40	2.61	1.21	0.72	1.18	0.46	0.26	0.28	0.02	10.12	11.06	0.94	9.29%
Rose Hill Court	27	6.60	5.96	(0.64)	2.12	2.12	0.00	0.82	1.18	0.36	0.26	0.28	0.02	9.80	9.54	(0.26)	-2.65%
Sanders House	38	4.34	3.93	(0.41)	0.97	2.71	1.74	0.68	1.19	0.52	0.26	0.28	0.02	6.25	8.12	1.87	29.92%
Sloane Court	40	4.22	3.82	(0.40)	1.71	3.57	1.86	0.88	1.18	0.30	0.26	0.28	0.02	7.08	8.86	1.78	25.14%
Somerset Point	71	3.00	2.72	(0.28)	1.42	2.45	1.03	0.69	1.19	0.50	0.26	0.28	0.02	5.37	6.64	1.27	23.65%
Southease	24	2.84	2.58	(0.26)	1.00	2.20	1.20	0.75	1.19	0.44	0.26	0.28	0.02	4.85	6.25	1.40	28.87%
Stonehurst Court	25	2.24	2.04	(0.20)	0.53	0.94	0.40	0.56	0.54	(0.01)	0.26	0.28	0.02	3.59	3.80	0.21	5.85%
Walter May House	32	3.83	3.47	(0.36)	1.55	2.53	0.98	0.63	1.18	0.55	0.26	0.28	0.02	6.27	7.46	1.19	18.98%
Woods House	26	4.93	4.46	(0.47)	1.30	1.96	0.67	0.61	1.19	0.58	0.26	0.28	0.02	7.10	7.90	0.80	11.23%

PROPOSED SHELTERED COMMON AREAS AND SUPPORTING PEOPLE CHARGES WITH EFFECT FROM 6 APRIL 2009

Scheme	No. units	Tenanted properties not on HB	Communal areas			Supporting People			Change	
			Current charge total	Reviewed charge total	Communal charge change	Current supporting people	Reviewed supporting people	Supporting people change	Total change	% difference
	inc Wardens									
Ainsworth House	19	1	6.61	7.16	0.55	13.25	12.85	(0.40)	0.15	0.76%
Broadfields	15	5	8.12	8.21	0.09	13.25	12.85	(0.40)	(0.31)	-1.45%
Churchill House	36	4	8.18	8.24	0.06	13.25	12.85	(0.40)	(0.34)	-1.59%
Ditchling Gardens	26	7	3.15	2.93	(0.22)	13.25	12.85	(0.40)	(0.62)	-3.78%
Elizabeth Court	32	7	7.18	8.50	1.32	13.25	12.85	(0.40)	0.92	4.50%
Elwyn Jones Court	72	16	11.35	10.15	(1.20)	13.25	12.85	(0.40)	(1.60)	-6.50%
Evelyn Court	22	7	6.13	8.53	2.40	13.25	12.85	(0.40)	2.00	10.32%
Hazelholt	24	2	9.67	10.60	0.93	13.25	12.85	(0.40)	0.53	2.31%
Jasmine Court	32	4	5.05	6.86	1.81	13.25	12.85	(0.40)	1.41	7.70%
Jubilee Court	29	2	7.98	9.52	1.54	13.25	12.85	(0.40)	1.14	5.37%
Laburnum Grove	59	11	7.04	9.11	2.07	13.25	12.85	(0.40)	1.67	8.23%
Lavender House	25	1	6.36	8.58	2.22	13.25	12.85	(0.40)	1.82	9.28%
Leach Court	108	15	10.38	10.90	0.52	13.25	12.85	(0.40)	0.12	0.51%
Lindfield Court)	31	4	9.66	9.87	0.21	13.25	12.85	(0.40)	(0.19)	-0.83%
Manor Paddock	24	3	4.85	5.78	0.93	13.25	12.85	(0.40)	0.53	2.93%
Muriel House	35	6	10.12	11.06	0.94	13.25	12.85	(0.40)	0.54	2.31%
Rose Hill Court	27	2	9.80	9.54	(0.26)	13.25	12.85	(0.40)	(0.66)	-2.86%
Sanders House	38	4	6.25	8.12	1.87	13.25	12.85	(0.40)	1.47	7.54%
Sloane Court	40	6	7.08	8.86	1.78	13.25	12.85	(0.40)	1.38	6.79%
Somerset Point	71	8	5.37	6.64	1.27	13.25	12.85	(0.40)	0.87	4.67%
Southease	24	7	4.85	6.25	1.40	13.25	12.85	(0.40)	1.00	5.52%
Stonehurst Court	25	5	3.59	3.80	0.21	13.25	12.85	(0.40)	(0.19)	-1.13%
Walter May House	32	2	6.27	7.46	1.19	13.25	12.85	(0.40)	0.79	4.05%
Woods House	26	6	7.10	7.90	0.80	13.25	12.85	(0.40)	0.40	1.95%
Total units	872	135							12.83	

APPENDIX 3

HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

Agenda Item 59

Brighton & Hove City Council

Subject: Housing Management Performance Report
Date of Meeting: 20 January 2009
Report of: Director of Adult Social Care & Housing
Contact Officer: Name: John Austin Locke Tel: 29-1008
E-mail: John.austin-locke@brighton-hove.gov.uk
Key Decision: No
Wards Affected: All

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

- 1.1 To provide the Committee with information on current performance within Housing Management services and on general policy initiatives underway to improve performance. The appendices to the report summarise the key performance results for the second financial quarter of 2008.

2. RECOMMENDATIONS:

- 2.1 That Housing Management Consultative Committee comment on the contents of this report.

3. RELEVANT BACKGROUND INFORMATION:

3.1 Rent Collection and Current Arrears

- 3.1.1 This section of the report provides information pertaining to four statutory performance indicators relating to the collection of Housing Revenue Account rent. The four indicators are known as BVPI66a, BVPI66b, BVPI66c and BVPI66d respectively and concern:

- The proportion of rent collected during the year that was actually due (or charged) during the year.
- The percentage of tenants with more than 7 weeks rent arrears
- The percentage of tenants in arrears who have had a Notice of Seeking Possession Served on them during the year
- The percentage of tenants who have been evicted as a result of rent arrears

BVPI 66a. Proportion of rent arrears collected

BVPI 66a	
Brighton & Hove	98.04% (2nd Quarter 2008/09)
Unitaries – Top Quartile	98.37%
Unitaries – Bottom Quartile	97.33%
Unitaries – Average	97.79%

N.B The benchmarking information is taken from national figures from 2007/08. Benchmarking information for 2007/08 is included but is provisional until confirmation in January 2009.

- 3.1.2 This performance indicator relates to the proportion of rent collected as a percentage of the total rent due during the year. It does not take account of any cash collected to clear arrears from previous arrears or pre-payments taken to cover rent due in future years. This means that it is not possible for the result to exceed 100%.
- 3.1.3 The indicator result includes former tenancy arrears when a tenant has moved from one Housing Revenue Account property to another.
- 3.1.4 There are a number of examples where a tenant in arrears may transfer to another property. These include tenants who are relocated due to serious harassment or who are moved due to exceptional over-riding medical need. There are also circumstances where a new tenancy is granted at the same address, for example where a tenant succeeds the tenancy from a spouse or partner.
- 3.1.5 The results shown for Brighton and Hove are the results to the end of September 2008.
- 3.1.6 The graphs on pages 4-11 of the appendix show performance for the year to the end of October. Below the monthly data for 2006/07 and 2007/08 is also shown as a comparator. It should be noted that to improve the BVPI by 0.1% it is necessary to increase rent collected by £ 43,000.

Neighbourhood	Performance September 2007	Performance September 2008	Difference Between 2007/08 and 2008/09
Brighton East	95.89%	97.48%	+1.59%
Central	97.47%	98.34%	+0.87%
North & East	97.58%	98.33%	+0.75%
West	96.55%	98.34%	+1.79%
Temporary Accommodation	95.00%	96.14%	+1.14%
Citywide	96.79%	98.04%	+1.25%

- The table below shows what the percentages translate to in financial terms. Based on current performance it is forecast that the council will collect £39.27 million of the total collectable rent during the year that became due during the year.

Neighbourhood	Annual Rent Charged to Tenants (£)	Performance to the end of September 2008	How much of the rent charged for the year that we forecast we will collect (£)
Brighton East	12,757,059	97.48%	12,435,581
Central	7,742,343	98.34%	7,613,820
North & East	11,486,272	98.33%	11,294,451
West	7,792,215	98.34%	7,662,864
Temporary Accommodation	278,708	96.14%	267,950
Totals	40,056,597	98.04%	39,271,488

- 3.1.8 The figures above are a forecast relating to rent collected from charges made through the year. This figure can only ever be a forecast until the end of the year as only then is the exact rent charge for the year known. This is because during the year properties are purchased and rent is no longer charged, whilst others become empty and rent is not charged until they are occupied once again.
- 3.1.9 The figures above do not include any rent collected from arrears in previous years. The actual drop in arrears during the first two quarters of 2008/09 is £104,611. During this period the net total current tenant arrears has dropped from £905,675 to £801,064.
- 3.1.10 All neighbourhood areas have improved on last years result for the same period demonstrating that after a period of settling into the role and resolving many long standing complex cases the team are obtaining the results that have been expected by tenants, leaseholders and members. The team is confident that it will meet its target collection rate of 98.5% by the end of 2008/09.
- 3.1.11 Although the performance for temporary accommodation is lower than other areas the significance of this is far less with arrears standing at £11,439 at the end of September year end. It also needs to be remembered that temporary accommodation staff have a high turnover of residents and often only a very short period of time in which to deal with benefit claims and resolve arrears issues.

BVPI 66b. % of tenants with more than seven weeks arrears

BVPI 66b	
Brighton & Hove	6.56% (2nd Quarter 2008/09)
Unitaries – Top Quartile	4.71%
Unitaries – Bottom Quartile	6.81%
Unitaries – Average	5.98%

N.B The benchmarking information is taken from national figures from 2007/08. Benchmarking information for 2007/08 is included but is provisional until confirmation in January 2009.

- 3.1.12 This indicator shows the percentage of tenants with more than seven weeks' arrears. The indicator is an average over the year rather than a snap shot at anyone time i.e. the end of a month or quarter. This means that the figures shown are cumulative and we take weekly snapshots to calculate average to date.
- 3.1.13 For 2008/09 we have set a target of no more than 7.60% of tenants having more than seven weeks' arrears. In setting the target we have factored in the number of new tenancies each year, approximately 800, and the percentage of tenants who are in receipt of full and partial Housing Benefit. This is because a small proportion of this debt will be as a result of Housing Benefit processing times and delays caused by some tenants not providing relevant information to allow their claim to be processed quickly.
- 3.1.14 At the end of quarter 2 performance stood at 6.56%, or an average of 781 debtors with arrears of more than 7 weeks. During the first and second quarter of 2008/09 the number of tenants with more than 7 weeks arrears has dropped by 71. At the time of writing this report the target is being reviewed so that it remains stretching for the team.

BVPI 66c. Tenants who have received a NOSP for rent arrears.

BVPI 66c	
Brighton & Hove	14.49% (2nd Quarter 2008/09)
Unitaries – Top Quartile	15.91%
Unitaries – Bottom Quartile	31.01%
Unitaries – Average	23.11%

N.B The benchmarking information is taken from national figures from 2007/08. Benchmarking information for 2007/08 is included but is provisional until confirmation in January 2009.

- 3.1.15 This indicator measures the percentage of local authority tenants who have had a Notice of Seeking Possession (NOSP) served on them for rent arrears. A NOSP is the first stage of legal action against tenants and gives notice that unless a tenant takes steps to address their arrears or enter into an agreement with the council to repay the debt then the council may proceed to court action. A NOSP will not be served without attempts to speak with the customer. These efforts will then

continue after the NOSP has been served and through all stages until the case reaches court, if indeed it does go that far. The government calls for the indicator to be calculated as a percentage of the average number of tenants in arrears throughout the year.

- 3.1.16 The government is very clear that local authorities must adopt a preventative approach to rent arrears. The aim of this indicator is to ensure local authorities are only using legal action and threats of legal action as a last resort. The government expect local authorities to review policies and procedures to ensure that preventative measures are in place so that Notices of Seeking Possession are kept to a minimum.
- 3.1.17 Although the government's intentions here are clear, many landlords see the serving of a NOSP as an effective tool to collecting rent arrears, as it gives an obvious message to debtors that we are serious about collecting debts. It does not follow that the serving of a NOSP will lead to court action. Within a comprehensive and proactive rent arrears procedure the serving of a NOSP can actually reduce the number of tenants taken to court.
- 3.1.18 Brighton and Hove's arrears procedures do not lead officers into inappropriate court action. The government has issued a pre-action protocol for taking recovery action and internal procedures ensure officers follow these guidelines to give tenants every opportunity to enter into a repayment agreement and engage support services, where necessary. It does not therefore seem appropriate or desirable to artificially influence this indicator by not serving a NOSP, potentially at the expense of the overall collection rate. It is instead anticipated that our proactive policy of early intervention/prevention work will stop debts escalating to the 6-7 week point at when a NOSP is usually served.

At present the protocol prior to serving a NOSP is as follows:

Week 2	First Arrears letter
Week 4	Second Arrears letter
Week 5	NOSP warning letter
Week 6/7	NOSP served

The tenant is contacted by phone throughout this process and we will not serve a NOSP without attempting a home visit, even if that only results in us leaving a calling card.

- 3.1.19 As the year progresses, an increasing number of NOSP's will be served although consideration is always given to individual cases. At the time of writing benchmarking information is only available for 2006/07. Extrapolating that data we estimate that this result will place Brighton & Hove in the 4th Quartile.

3.1.20 Brighton & Hove's procedure means that a NOSP is generally served where arrears are at the 6 – 7 week level. This gives a very clear message to a tenant who has not engaged that we are serious about debt collection. It also protects the council's interests as we cannot proceed to court, (if we deem that necessary) until four weeks after a NOSP has been served. The objective is to do well at BVPI66a whilst keeping BVPI66c as low as possible.

BVPI 66d. Tenants evicted as a result of rent arrears

BVPI 66d	
Brighton	0.02% (2nd Quarter 2008/09)
Unitaries – Top Quartile	0.23%
Unitaries – Bottom Quartile	0.43%
Unitaries – Average	0.34%

N.B The benchmarking information is taken from national figures from 2007/08. Benchmarking information for 2007/08 is included but is provisional until confirmation in January 2009.

- This indicator measures the percentage of all tenant evicted as a result of rent arrears. The denominator in this calculation looks at the number of tenancies at the end of each quarter.

3.1.21 During the first two quarters of 2008/09 Brighton & Hove Council evicted 7 households for rent arrears.

3.2 Empty Property Turnaround Time

3.2.1 The Lettings Team are currently working with Housing Accounts and Housing IT, on a project to enable new tenants to start their tenancies on any day of the week, rather than just on a Monday, as is the current arrangement. Once completed, this initiative will enable new tenants to collect keys for their new property as soon as they can after repair works have been carried out, and provides an improvement in customer service in that tenants will be able to carry out their move over the weekend if they wish to.

3.2.2 The initiative will also help ensure that the council spends less money on clearing unwanted items from council properties, or recharging for the work, as transferring tenants will have more time to move from one property to another. A further benefit will be that where new tenants collect their keys on a Friday for example it will reduce the empty property turnaround time by three days.

3.2.3 New tenancies will not be charged for the part of the week in which they take early possession of the property. This is an added advantage for them, as they have a few days grace, and has no additional cost to the council as the property would have remained empty until the following Monday.

2008/9 Target – 28 days	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Year to date
General needs housing													
BV212- Gen needs	24	26	25	22	26	30							25
Total let	56	53	63	50	45	54							321
% Let in target	75%	77%	70%	82%	73%	78%							76%
Sheltered housing													
BV212 - Sheltered	35	59	48	25	34	33							39
Total let	14	9	11	6	12	15							67
% Let in target	57%	67%	45%	83%	58%	40%							55%
Total for Housing Management													
BV212 – Total HM	26	31	28	23	28	30							28
Total let	70	62	74	56	57	69							388
% Let in target	71%	76%	66%	82%	70%	70%							72%
Temporary Accommodation													
BV212 - TACC	47	67	40	31	38	44							46
Total let	15	17	17	8	12	9							78
% Let in target	47%	59%	35%	63%	67%	33%							50%
All properties													
BV212 - All	30	38	30	24	30	32							31
Total let	85	79	91	64	69	78							466
% Let in target	67%	72%	60%	80%	70%	65%							68%

Empty property turnaround time:

3.3 Repairs and Maintenance Performance

Responsive Repairs

3.3.1 The tables below shows the percentage of responsive repairs completed within target time. The columns show overall performance for last year, the performance target for each repair priority, as well as the overall performance and the performance achieved by each repairs constructor.

Priority of Repair	Last Year 2007 / 2008	Target 2008 / 2009	Q1 Total Apr – Jun 08	Q2 Total Jul – Sep 08
Emergency Repairs Completed in time	88.36 %	97 %	95.45 %	93.79 %
No of Emergency Repairs completed	8,299	N/A	2,020	1,804
Urgent Repairs Completed in time	87.40 %	96 %	90.14 %	89.98 %
No of Urgent Repairs completed	8,938	N/A	1,806	1,078
Routine Repairs Completed within target time	88.63 %	95 %	91.05 %	93.92 %
No of Routine Repairs completed	13,892	N/A	4,259	4,425

Priority of Repair	Q1 Mears Apr – Jun 08	Q2 Mears Jul – Sep 08	Q1 Kier Apr – Jun 08	Q2 Kier Jul – Sep 08
Emergency Repairs Completed in time	94.83 %	97.87 %	96.21 %	88.31 %
No of Emergency Repairs completed	1,122	1,034	898	770
Urgent Repairs Completed in time	93.42 %	94.87 %	85.91 %	84.18 %
No of Urgent Repairs completed	1,018	585	788	493
Routine Repairs Completed within target time	94.50 %	97.33 %	86.27 %	88.96 %
No of Routine Repairs completed	2,474	2,623	1,785	1,802

- 3.3.2 Top quartile performance for other Major Cities within the country is as follows (based upon end of year 2007/2008 Major Cities benchmarking data):
- Emergency Repairs – 97%
 - Urgent Repairs – 97%
 - Routine Repairs – 94%
- 3.3.3 Overall performance remains below target with considerable difference in performance between the two constructors. Mear's performance is above target for emergency and routine repairs and slightly below target for urgent repairs. Kier's performance remains below target for all priorities. It should be noted that Kier are dealing with their backlog of overdue repairs so performance may be affected. Mears have already reduced their overdue repairs to less than ten orders.
- 3.3.4 Two IT issues have been identified with the link between Kier and BHCC, measures implemented to overcome these issues have had some success, but a multidisciplinary meeting for the week commencing 24th November has been set up to resolve these.
- 3.3.5 Measures implemented to improve our ratio of emergency to routine repairs have been a significant success, reducing the number of emergency works raised to our target of 25% indicating a more planned approach to carrying out work. The effect of this is to improve the number of jobs appointed, improving the service delivered to residents and giving the contractor better opportunity to plan workload.
- 3.3.6 Work with our constructors continues to ensure that diagnosis and specification of repairs are enhanced and that the level of repairs completed in one visit continues to improve. We anticipate that the measures being implemented to assist Kier and the continued improvement with Mears will deliver top quartile performance across the board by the next quarterly report.
- 3.3.7 The surveyor appointment system continues to be a success and has received some very positive feedback from tenants about the improvement in the service. The initiative has enabled surveyors to better focus on quality issues and follow jobs from inception to completion. It is acknowledged that the future involvement of customers in participating in this process was a desired objective. When agreement is reached on a form and methodology of participation, in this area, work will be progressed through the Asset Management Panel.

3.3.8 Decent Homes and Energy efficiency

The table below shows performance for other areas of repairs and maintenance:

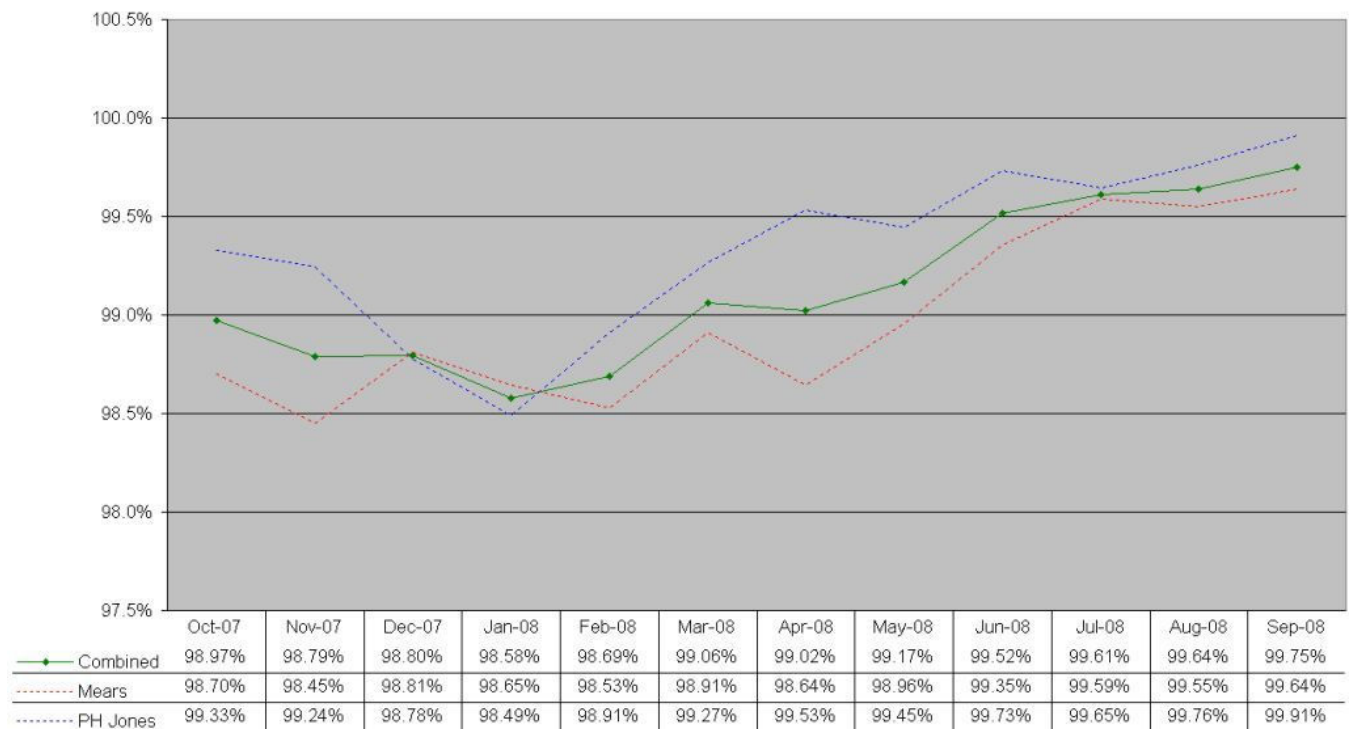
Performance Indicator	Last Year	Target	Q1 Total	Q2 Total
	2007 / 2008	2008 / 2009	Apr – Jun 08	Jul – Sep 08
NI158 % of council homes that are non-decent	56.65 %	46 %	56.45 %	55.69 %
BV63 - Energy Efficiency (SAP Rating)	75.4	75.6	75.5	75.6

3.3.9 A number of projects focused on decent homes are in progress this year. These include large programmes to install new boilers and to replace kitchens and bathrooms in resident’s homes as well as the replacement of front doors. Brighton & Hove City Council remains a strong performer on the energy efficiency of dwellings. Performance has again slightly improved over the second quarter of 2008/2009 and remains in the top quartile for performance when compared to other authorities (top quartile for all authorities is 72, top quartile for unitary authorities is 75).

3.4 Gas Servicing

3.4.1 The graph below shows the progress of Brighton & Hove City Council, Mears and PH Jones in servicing gas installations. The last five months figures (May, June, July, August and September) have each been new highs. The current figure of 99.75% of properties having a current gas service is the highest achieved by BHCC and its partners to date.

% of Properties with a Current Gas Service



The number of council properties with a valid gas safety certificate continues to improve. The end of quarter two figure of 99.75% (September 2008) is an improvement of 0.72% on the figure for the same time last year (99.03%, September 2007).

3.5 Estates Service

3.5.1 In the second quarter of this year the percentage of cleaning tasks carried out increased, to the extent that during this period almost 100% of all cleaning tasks were done across the city. Performance reporting within the Estates Service has recently improved, with data on the work that is done each day captured and recorded more quickly than previously. This change may have contributed to the improved figures.

3.5.2 The Estates Service Monitoring Group has said that it wants to see improved performance monitoring of the cleaning service and the group is now working with officers to introduce qualitative assessment into performance reporting. This will accompany the quantitative data below in future reports and will be based on information from satisfaction surveys, estate inspections and resident feedback on the service.

3.5.3 The new delivery model based on dedicated cleaners will also introduce greater accountability to the service, with named cleaners for the majority of buildings and increased assessment of the standard of their work by Cleaning Managers.

Estates Service Monitoring Figures					
Cleaning Performance June 08 – Sept 08					
	2007/8	June	July	August	Sept
Cleaning Performance	87	93	98	99	99
This data shows the cleaning performance percentage. This is defined as the cleaning tasks completed in the 4 week period as a percentage of the total number of jobs on the cleaning schedule that period.					

3.5.4 The bulk and graffiti removal teams continue to carry out a high number of jobs across the city. However, there was a drop in the number of jobs the graffiti team completed in August when their vehicle was in the garage for refurbishment. During this period, graffiti removal jobs were given to a contractor and the staff who usually work on the graffiti team carried out cleaning duties.

Estates Service Monitoring Figures					
Bulk Waste Removal May 08 – Sept 08					
	May	June	July	Aug	Sept
Urgent jobs	5	2	2	1	0
Routine jobs	204	213	237	191	226
Total	209	215	239	192	226
Target met for urgent jobs	40%	100%	0%	100%	N/A
Target met for routine jobs	66%	82%	83%	91%	90%
Target - urgent jobs removal in 1 working day of report					
Target - routine jobs removal within 7 working days of report					
Estates Service Monitoring Figures					
Graffiti Removal May 08 – Sept 08					
	May	June	July	Aug	Sept
Urgent jobs	1	1	4	N/A	4
Routine jobs	39	72	71	N/A	31
Total	40	73	75	N/A	35
Target met for urgent jobs	100%	100%	100%	N/A	100%
Target met for routine jobs	92%	93%	94%	N/A	94%
Target - urgent jobs removal in 1 working day of report					
Target - routine jobs removal within 7 working days of report					

4. CONSULTATION

- 4.1 The Performance report will be presented to customers at the next round of Housing Management Area Panels.

5. FINANCIAL & OTHER IMPLICATIONS:

- 5.1 Financial information on performance is included in the main body of the report.

The majority of performance measures discussed in this report have financial implications. For example, any improvements in turnaround times or reductions in empty property numbers increases the amount of rent collected. Improvements in performance will, in general, lead to more resources being available for tenant services in the future.

Finance Officer Consulted: Monica Brooks 5 January 2009

Legal Implications:

5.1 There are none

Lawyer consulted: Deborah Jones Date: 5 December 2008

Equalities Implications:

5.3 There are no direct Equalities Implications arising from this report

Sustainability Implications:

5.4 There are no direct sustainability implications arising from this report

Risk and Opportunity Management Implications:

5.5 There are no direct risk and opportunity management implications arising from this report

Corporate / Citywide Implications:

5.6 There are no direct Corporate or Citywide implications arising from this report.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

6.1 Not applicable to this report.

7. REASONS FOR REPORT RECOMMENDATIONS

7.1 These are contained within the body of the report.

SUPPORTING DOCUMENTATION

Appendices:

1. Housing Management Performance Reports - Charts

Documents in Members' Rooms

None

Background Documents

None

Housing Management Consultative Committee

Housing Management Performance Report - charts

20 January 2009

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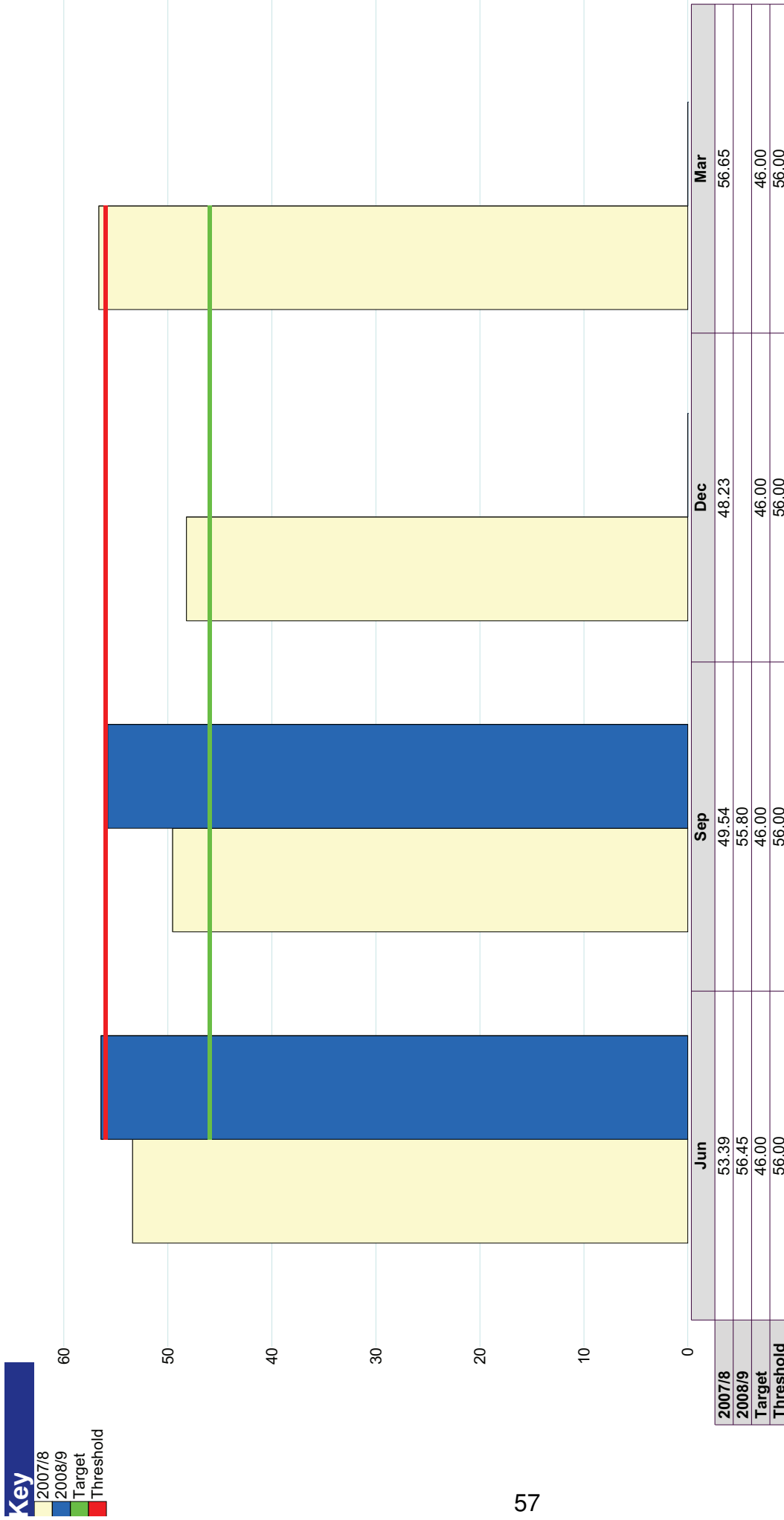
Key to Graphs

The graphs shown on pages 3- 13 display the council's performance against the indicators listed above. The green line on the graphs represents the target we aim to achieve, which is set each year in agreement between service managers, directors and elected members.

The red line denotes a "threshold" level of performance, which represents a significant variation from target and means action needs to be taken to bring about improvement. This level is set in agreement between service managers and the corporate performance team.

The yellow bars show monthly performance during the financial year of 2007/08, and the blue bars show performance during each month of 2008/09.

NI 158 % of non-decent council homes (formerly BV184a)

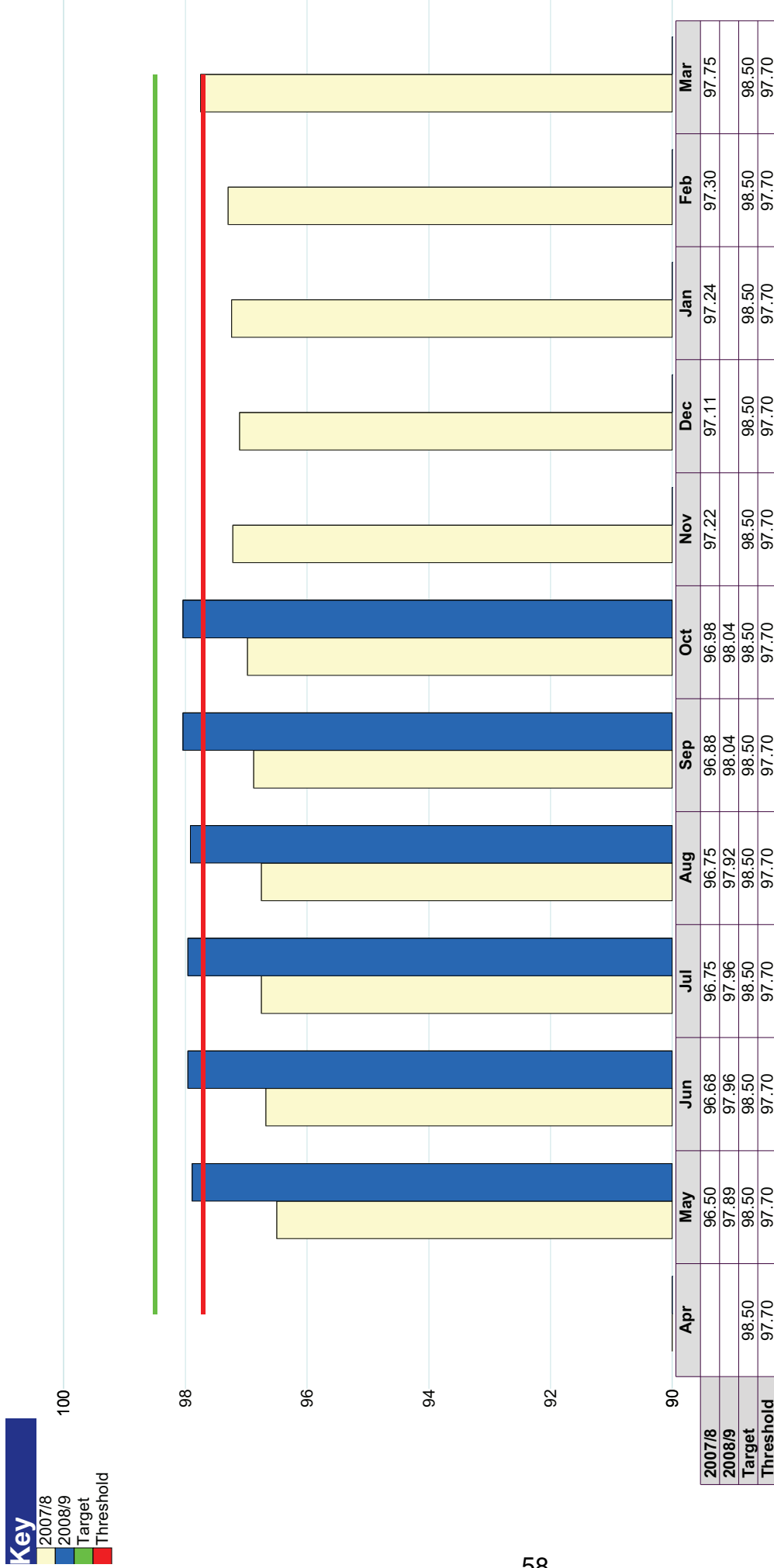


Comments

This indicator is part of Brighton & Hove's Local Area Agreement to ensure more homes meet the Decent Homes Standard. Actions to reach the target of 46% non-decent council homes in 2008/09 include:

- Ensure tenants and leaseholders are at the heart of the decision-making process on all maintenance and improvement works to the stock
- Prioritise the capital works programme over 30 years to meet, as far as possible, Decent Homes Standard
- Reduce unit repair and planned maintenance costs and consultancy fees, saving an estimated £156 million over 30 years
- Improve the ratio between capital works and responsive repairs

BV 66a - Proportion of rent collected (Citywide)



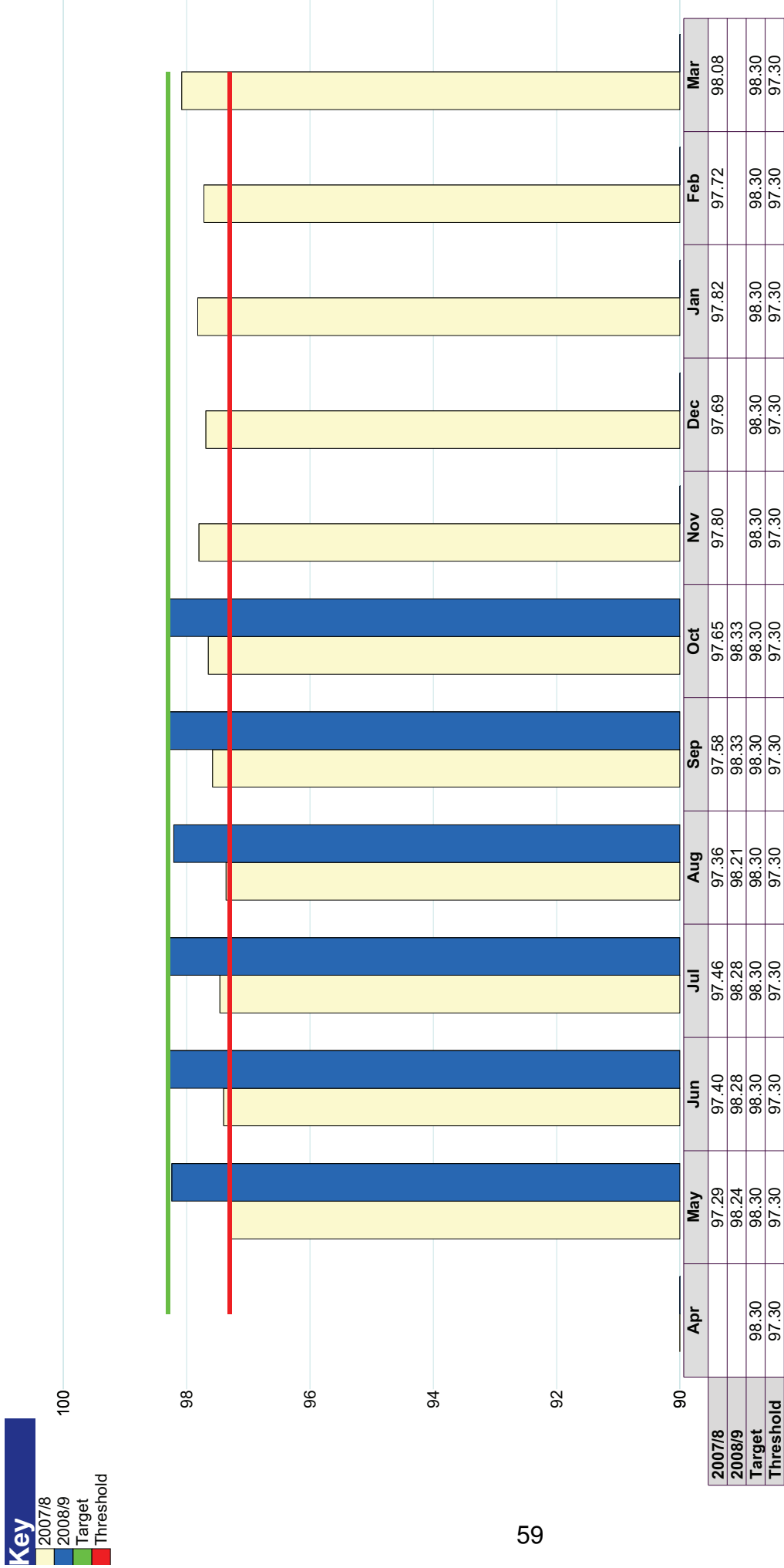
Comment

This indicator measures the rent collected by the Authority as a proportion of the rents owed on local authority-owned dwellings across the city.

Citywide, the total rent due to the council after empty properties are taken into account in 2008/09 will be £40.78m. The council's target is to collect 98.5% of this amount over the course of the year (as represented by the green line on the graph).

See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

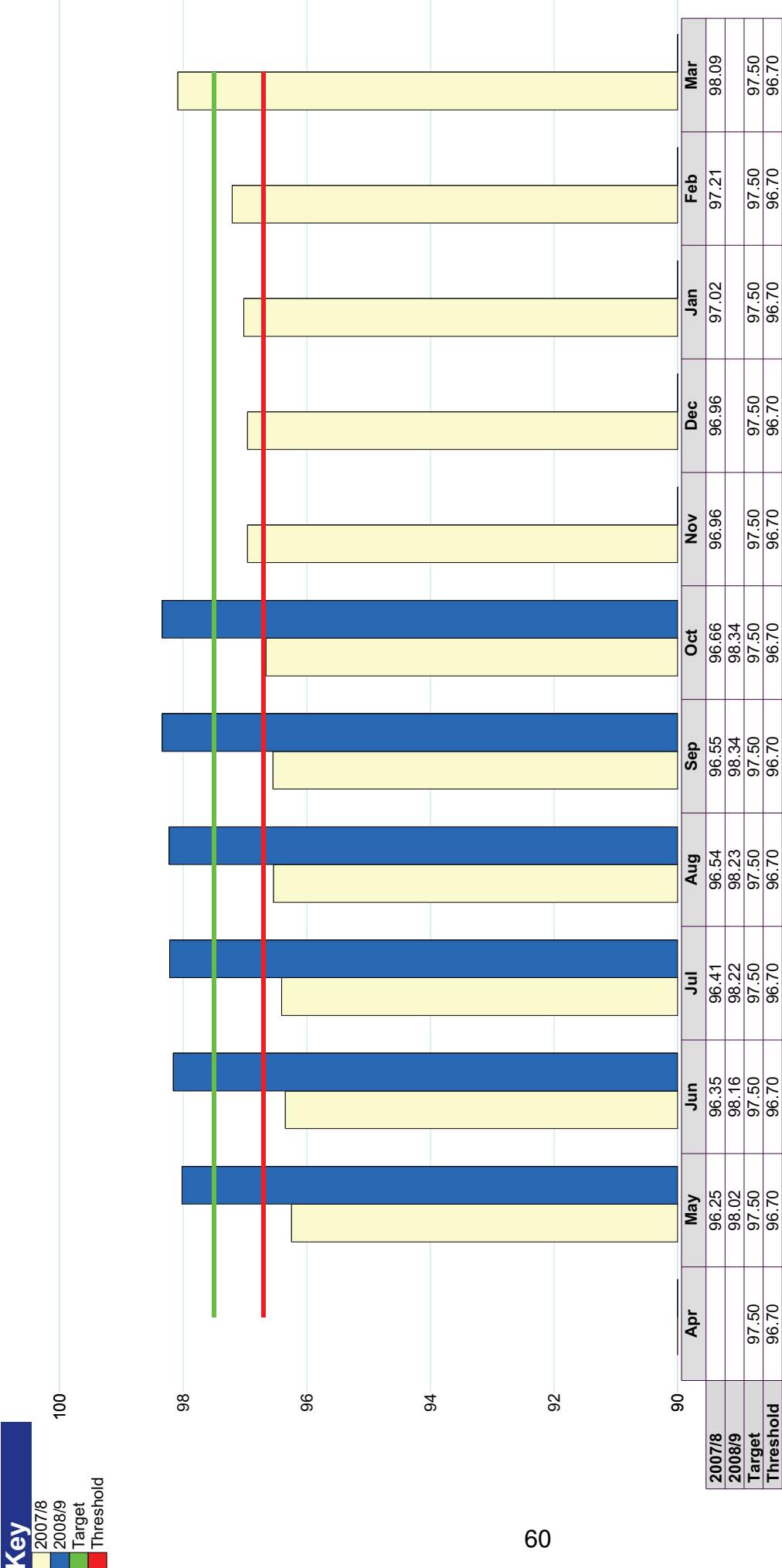
BV 66a - Proportion of rent collected (North)



Comment

In the North region of the city, the total rent and arrears due to the council after empty properties are taken into account in 2008/09 is approximately £11.6m. The council's target is to collect 98.3% of this amount in this region over the course of the year (as represented by the green line on the graph). See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

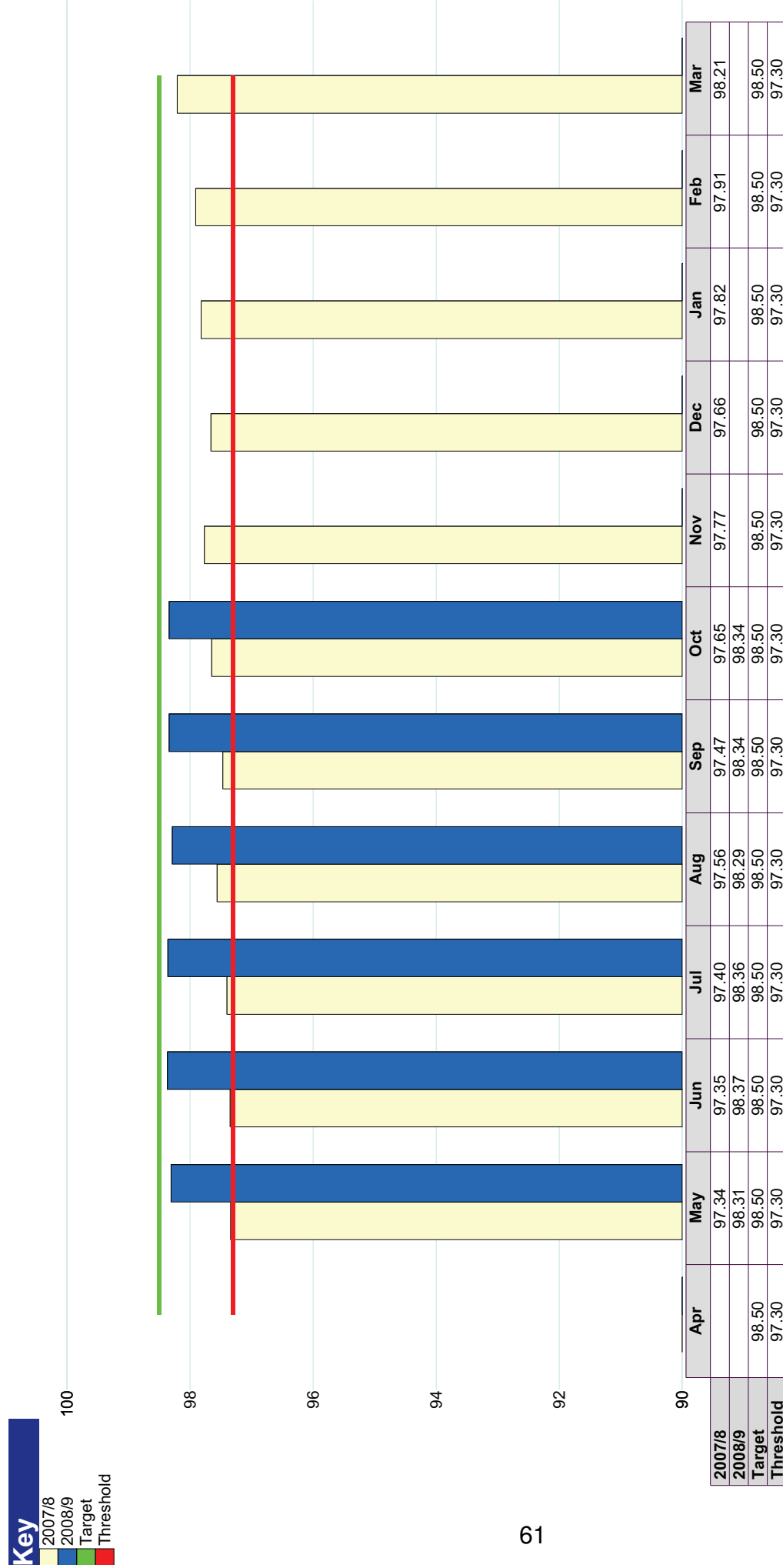
BV 66a - Proportion of rent collected (West)



Comment

In the West region of the city, the total rent and arrears due to the council after empty properties are taken into account in 2008/09 is approximately £7.9m. The council's target is to collect 97.5% of this amount in this region over the course of the year (as represented by the green line on the graph). See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

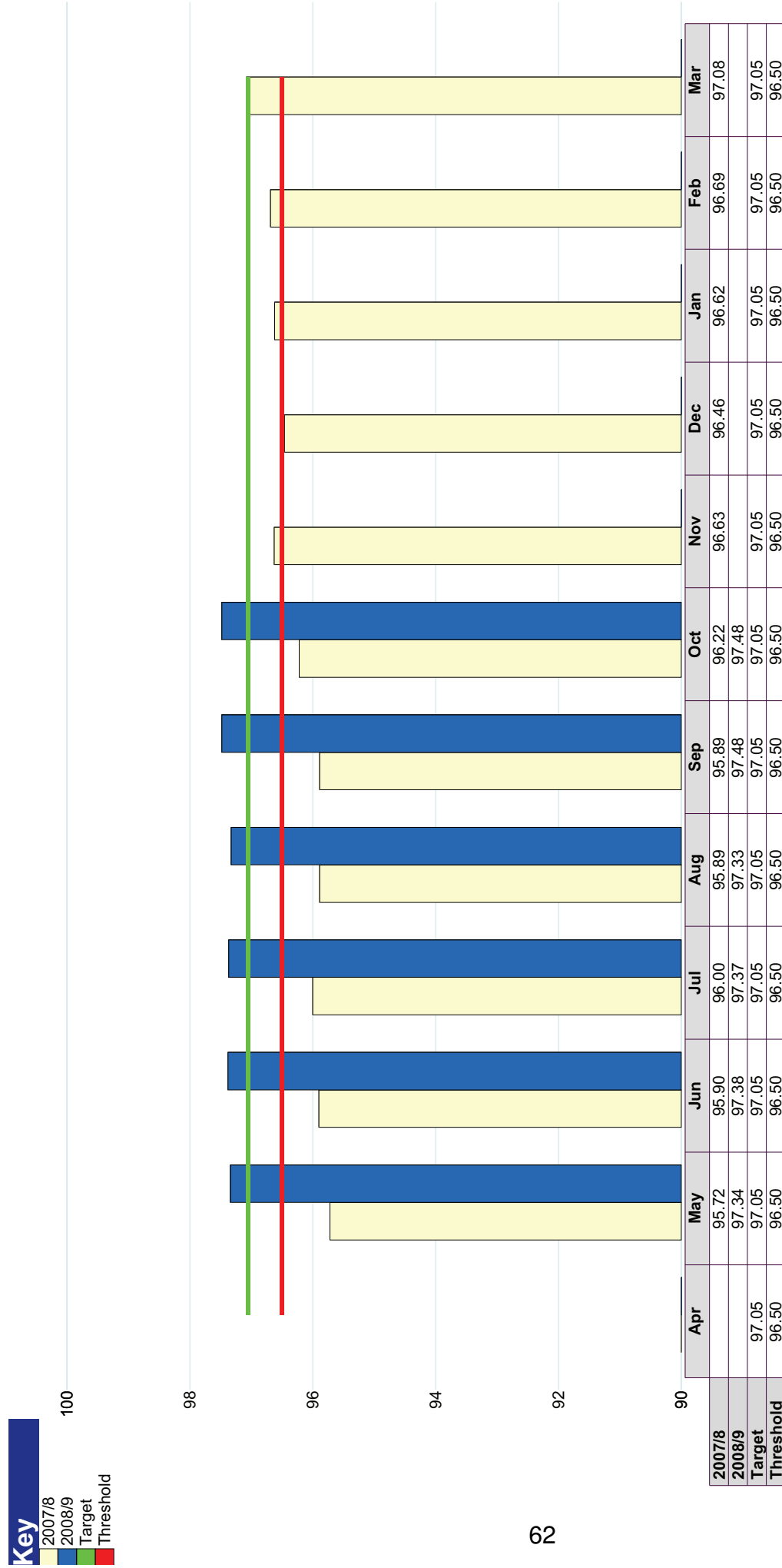
BV 66a - Proportion of rent collected (Central)



Comment

In the Central region of the city, the total rent and arrears due to the council after empty properties are taken into account in 2008/09 is approximately £7.8m. The council's target is to collect 98.5% of this amount in this region over the course of the year (as represented by the green line on the graph). See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

BV 66a - Proportion of rent collected (East)



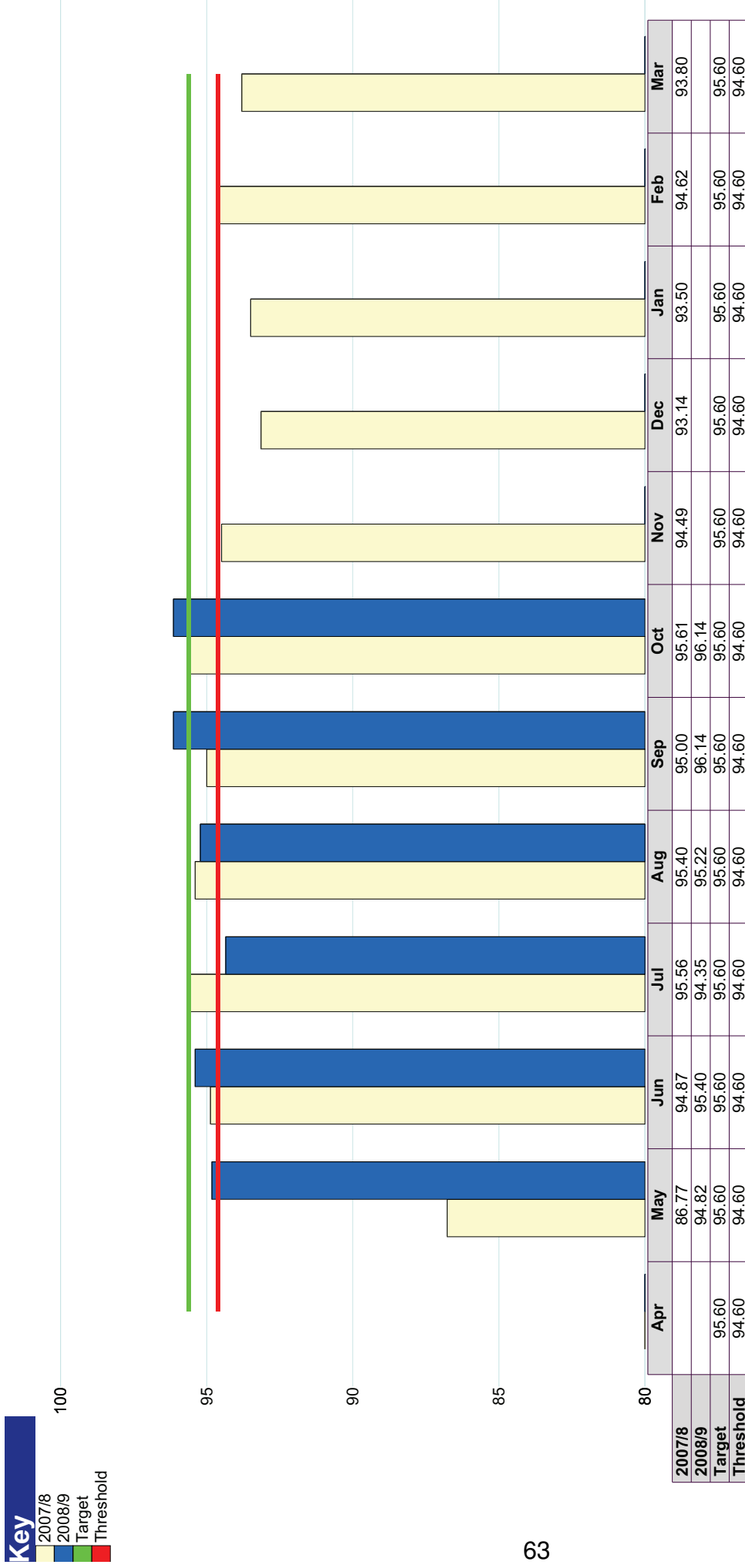
Comment

In the East region of the city, the total rent and arrears due to the council after empty properties are taken into account in 2008/09 is approximately £12.9m.

The council's target is to collect 97.05% of this amount in this region over the course of the year (as represented by the green line on the graph).

See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

BV 66a - Proportion of rent collected (temporary accommodation)



Comment

For temporary accommodation, the total rent and arrears due to the council after empty properties are taken into account in 2008/09 is approximately £391,000. The council's target is to collect 95.6% of this amount from temporary accommodation over the course of the year (as represented by the green line on the graph). See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

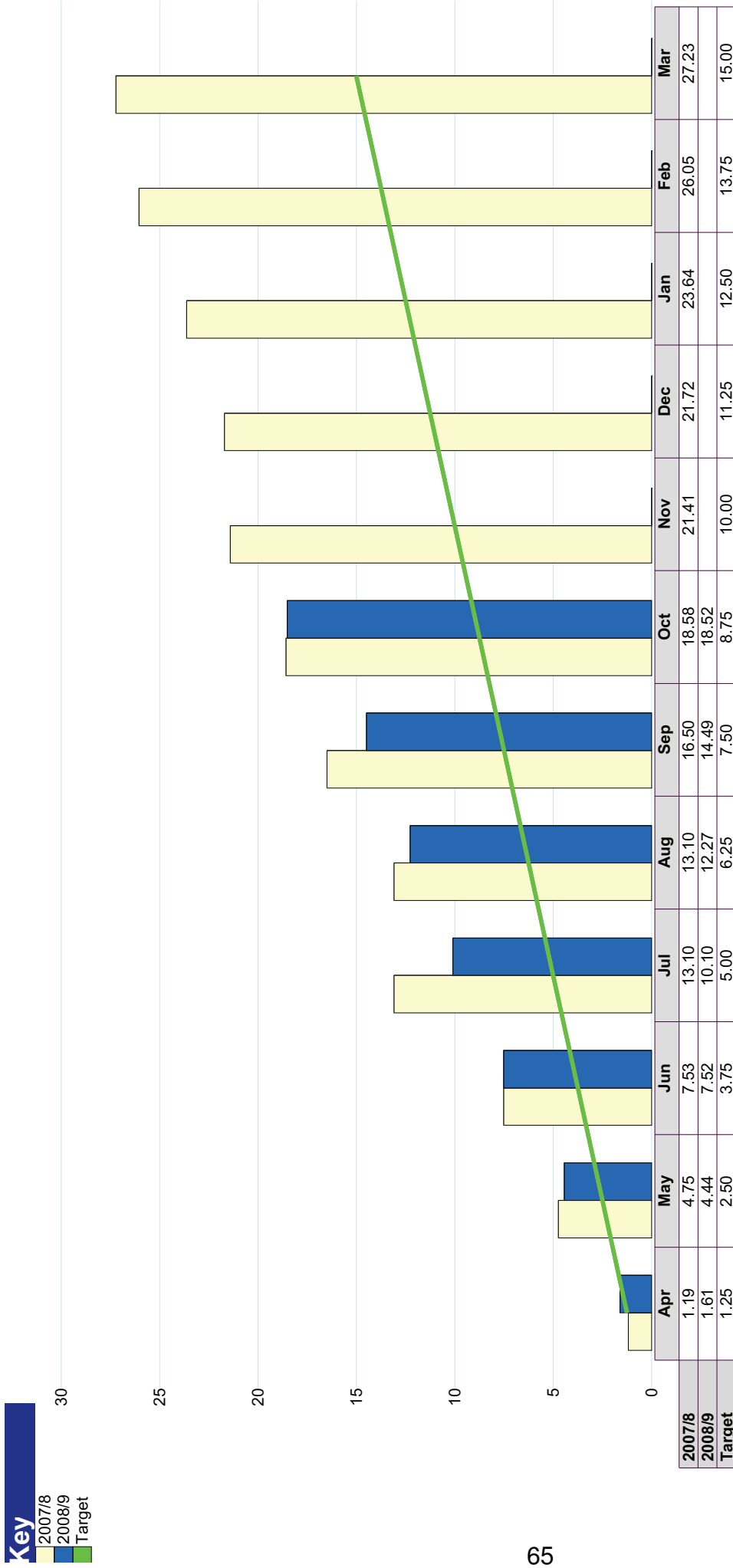
BV 66b - % of tenants with more than 7 weeks' rent arrears



Comments

This indicator measures the number of tenants with 7 weeks or more gross rent arrears as a percentage of the total number of tenants. In Brighton & Hove, there are roughly 12,200 tenants, of which around 800 (6.6%) are in more than 7 weeks gross rent arrears. See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

BV 66c - % of tenants in arrears who have had notices seeking possession served

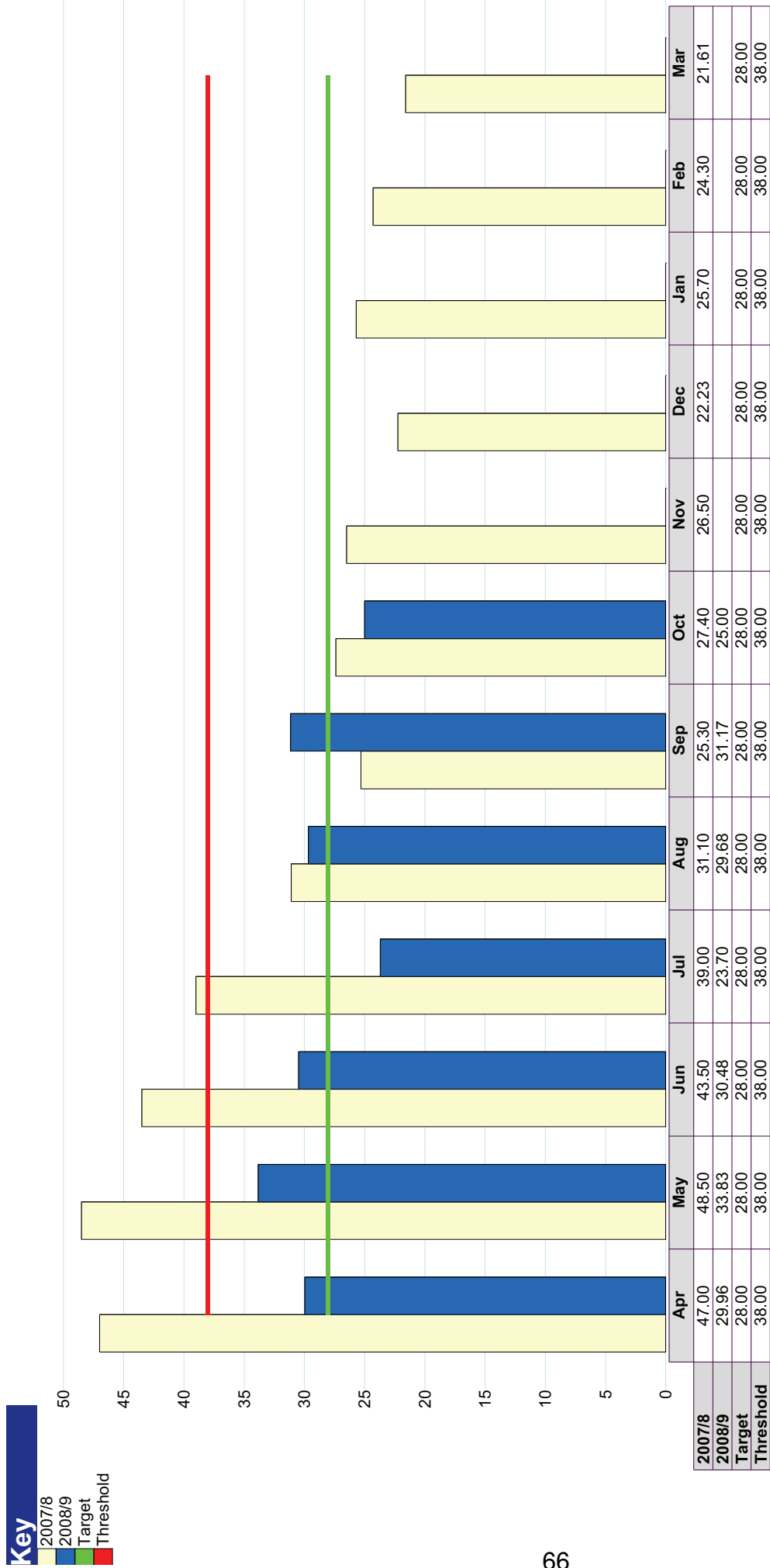


Comments

This indicator measures the number of tenants who have had notice seeking possession served as a result of being in arrears as a percentage of the total number of tenants who are in arrears. Notices seeking possession are served as necessary throughout the year, so the number the council serves increases as the year progresses from April to March. Over the course of the year, the council aims to serve notices seeking possession to no more than 15% of tenants in arrears (as indicated by the green line).

See the "Rent Collection and Arrears" section of the accompanying report for further information on work contributing to performance against this indicator.

BV 212 - Average time in days to relet local authority housing



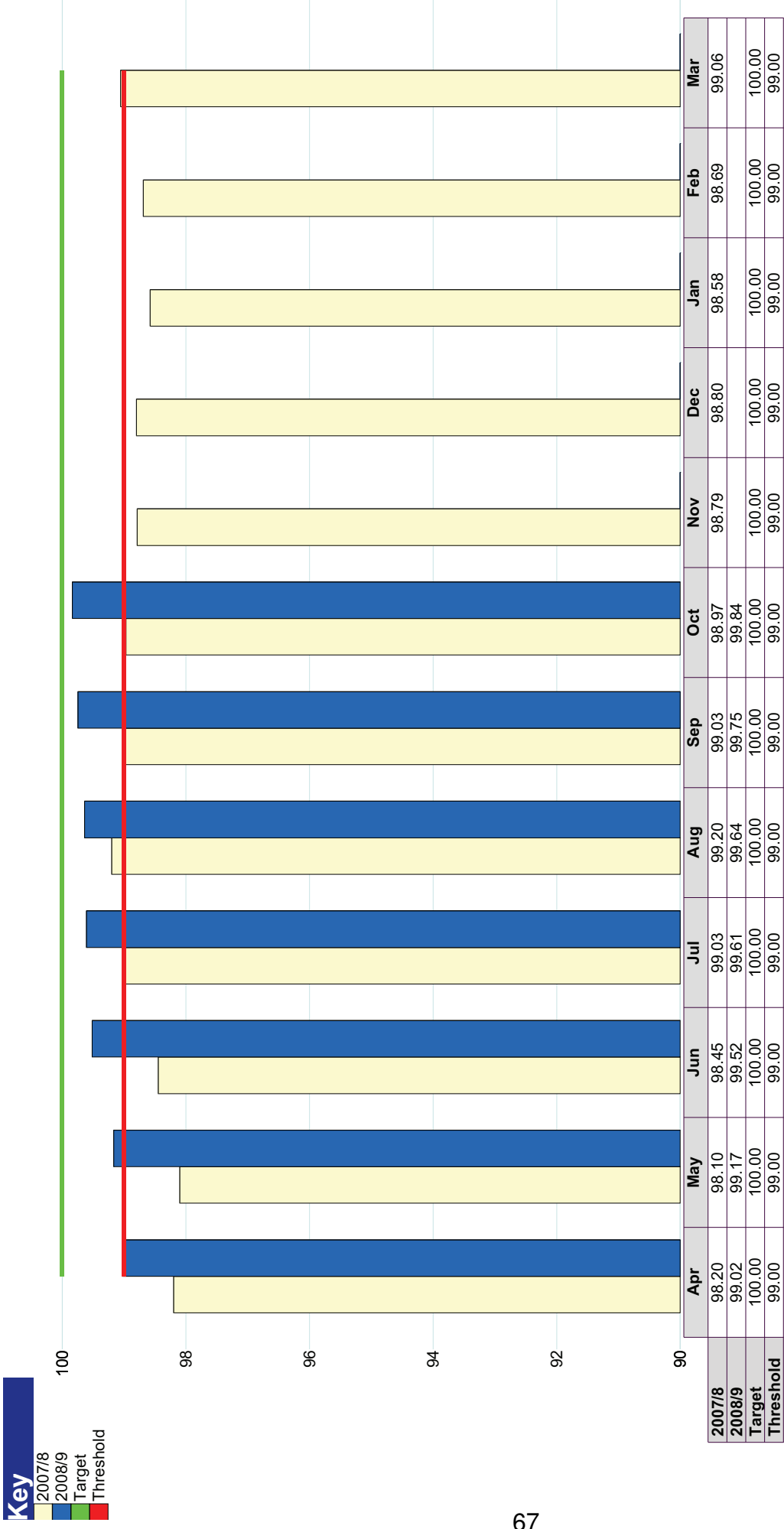
Comments

This indicator measures the average number of days to relet local authority homes once they have become vacant. This includes supported and sheltered accommodation, but excludes properties undergoing major repairs.

The council aims to achieve an average relet time of 28 days or less (as represented by the green line on the graph).

See the "Empty Property Turnaround Time" section of the accompanying report for further information on work contributing to performance against this indicator.

% of properties with a current gas safety certificate (Citywide)



Comments

This indicator measures the percentage of local authority homes with gas pipework or equipment for which there is a current gas safety certificate. The council aims to ensure that all relevant properties have up to date gas safety certificates. There are approximately 10,600 such properties in Brighton & Hove.

HOUSING MANAGEMENT CONSULTATIVE COMMITTEE

Agenda Item 60

Brighton & Hove City Council

Subject: Chairman's Working Groups (Tenancy Agreement)
Date of Meeting: 20 January 2009
Report of: Director of Adult Social Care & Housing
Contact Officer: Name: Adrian Channon Tel: 293233
E-mail: adrian.channon@Brighton-Hove.gov.uk
Wards Affected: All

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

- 1.1 To present the further results of the tenant led Chairman's Working Group considering the development and adoption of a revised tenancy agreement for tenants living in council housing. This follows internal consultation carried out on the draft agreement endorsed by Housing Management Consultative Committee on 23 September 2008.

2. RECOMMENDATIONS:

- (1) That the Housing Management Consultative Committee notes the amended draft of the Tenancy Agreement agreed by the working group attached at Appendix 1.
- (2) That the Housing Management Consultative Committee endorse the conclusions of the working group which will be taken forward as the basis for wider consultation with stakeholders and tenants on the development and adoption of a revised tenancy agreement for tenants living in council housing and forward to the housing cabinet member meeting for approval.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

- 3.1 Housing Management Sub Committee 23 September 2008 considered a report from the chairman's working group on the tenancy agreement. The committee endorsed the draft agreement for consultation with internal stakeholders.
- 3.2 Consultation was carried out with staff during October 2008 and the results were presented to the Focus Group on 17 November 2008 in the form of an amended draft.

- 3.3 The Focus Group endorsed the amended draft in principle and made some further suggested changes which have been incorporated into the draft agreement attached as Appendix 1.
- 3.4 The key changes made to the agreement as a result of the consultation and the meeting of the Focus Group are as follows:
- 3.5 **Clauses relating to sheltered housing and support services.** Specific clauses relating to the provision of support services have been included as part of the tenant's responsibilities and those of the council.
- 3.6 **Succession.** Details about the circumstances that someone may succeed to the tenancy are now included in the section on **Death of a Tenant**. It is proposed that a separate document is signed by a successor whenever a succession or assignment occurs. This document would then be added to the Tenancy Agreement on the tenancy file and a copy given to the successor. This is intended to give any future successor a clearer understanding of the tenancy they have inherited. A draft of the proposed document is attached as Appendix 2.
- 3.7 **Plain Language Review.** The Focus Group agreed that a plain language review of the agreement could be carried out internally by the council's Communications Team rather than by application to Crystal Mark. This represents better value for money and is in line with the process for reviewing other corporate documents.
- 3.8 **Being a good neighbour.** The Focus Group agreed that this was a better section heading than the previous "Living with your Neighbours" as it sent a more positive message in line with the spirit of the rest of the agreement.
- 3.9 **Gas Access.** A specific clause has been added requiring the tenant to allow access for gas safety checks. Previously, this requirement was included in a general clause about allowing access. The Focus Group agreed that this better highlighted the importance of this important issue.

3.10 Timetable.

February 2009	Consultation with Area Panels
March 2009	28 day formal consultation with all tenants
April 2009	Analysis of consultation comments. Focus group meets to consider results.
May/June 2009	Report to HMCC and Cabinet Member on results of consultation and recommendations for final version of the Agreement.
July 2009	Formal notice sent to all tenants on the variation of the Agreement
July/August 2009	Implementation

Once a final draft is agreed by Housing Management Consultative Committee, it will be taken to Area Panels in February 2009. There will then be a 28-day consultation period when all tenants will have the opportunity to provide comments on the agreement. These comments will be considered and discussed with the working group and any final changes will be made to the agreement and reported back to Housing Management Consultative Committee. A 28-day formal variation notice will then be issued to all tenants. The Tenant Handbook will also be updated to reflect the new conditions and issued at the same time as the notice of variation.

4. CONSULTATION

- 4.1 In order to ensure full and effective consideration of the proposals to develop and adopt a revised tenancy agreement it is proposed that the issues raised and the draft agreement produced will provide the basis for wider consultation with stakeholders and tenants.
- 4.2 The progress of this consultation exercise and the formal consultation with tenants will be subject to consideration by the tenant led review group prior to reporting back to Housing Management Consultative Committee.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 5.1 The estimated cost of adopting a revised tenancy agreement is approximately £10,000, which includes communications for the initial production of the agreements, the associated postal costs for consulting with tenants and issuing variation notices. These costs will be met within the existing Housing Revenue Account Budget and are likely to occur during the 2009/10 financial year.

Finance Officer consulted: Susie Allen, Principal Accountant 21 Nov 2008

Legal Implications:

- 5.2 The terms of a secure tenancy can be varied in accordance with section 103 of the Housing Act 1985. This involves service of a preliminary notice on tenants, which specifies the variation with its effect and invites tenants to comment within such time, as the landlord considers reasonable. The landlord must consider those comments. If the landlord wishes to go ahead with the variation, a formal notice of variation has to be served, allowing at least four weeks between service and the notice taking effect. The final draft of the revised tenancy agreement will be subject to further legal scrutiny as appropriate.

Lawyer: Deborah Jones

Date: 19 August 2008

Equalities Implications:

- 5.3 The development of a revised tenancy agreement will be undertaken with due regard to equalities and diversity issues. An Equalities Impact Assessment is currently being carried out. The Focus Group have been consulted as part of this process.

Sustainability Implications:

- 5.4 There are no direct implications arising from this report. Housing is one of the 12 key objectives in the Council's sustainability strategy, which aims to ensure that everyone has access to decent affordable housing that meets their needs.

Crime & Disorder Implications:

- 5.5 A revised tenancy agreement will positively contribute to preventing crime and the fear of crime by stating the types of Anti Social Behaviour that is prohibited and the enforcement action that the council can take should such behaviour occur.

Risk and Opportunity Management Implications:

- 5.6 None

Corporate / Citywide Implications:

- 5.7 The development of a revised tenancy agreement will have citywide implications for council tenants.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

- 6.1 Continue with the existing tenancy agreement. However this is not recommended, as it does not allow the council to take advantage of developments in best practice. We need to ensure that we have a comprehensive agreement, which covers all areas of tenancy management and reflects the priorities that are important to the council and tenants.

7. REASONS FOR REPORT RECOMMENDATIONS

- 7.1 To consult members of Housing Management Consultative Committee on the conclusions of the Tenancy Agreement Focus Group.

SUPPORTING DOCUMENTATION

Appendices:

1. Appendix 1 – Draft Tenancy Agreement
2. Appendix 2 – Draft Succession document

Documents In Members' Rooms

None

Background Documents

None.

Welcome to your new home

Brighton & Hove City Council would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a council tenant.

This tenancy agreement sets out both your responsibilities as a tenant and those of the council as your landlord.

This is an important legal document. Please keep it safe.

Type of tenancy

If you are not currently a 'secure' or 'assured' tenant, you will be an 'introductory tenant' for the first year of your tenancy with the council.

If you transfer from another of our properties, you will continue to be a secure tenant unless you are still in the first year of your introductory tenancy. In this case, your introductory tenancy continues at the new property until the end of the first year.

Your type of tenancy is indicated below. You will find more details about introductory and secure tenancies in the Tenant Handbook.

- You have an Introductory Tenancy** with us, which we have given you under the Housing Act 1996. It will last one year until ____ / ____ / _____. After this date, it will automatically become a secure tenancy unless we have applied to court to gain possession of your property or it has been extended for a further six months.
- You have a Secure Tenancy** with us, which we have given you under the Housing Act 1985.

Joint tenancies

If you have signed this agreement with someone else - such as your husband, wife, civil partner or partner - you are a joint tenant. In joint tenancies, each tenant is jointly and individually responsible for all of the conditions of this agreement. This means that if one tenant leaves the home, both tenants remain responsible for the conditions of the tenancy until the tenancy is ended.

Please ask at your local housing office if you have any questions about the type of tenancy you have.

Tenancy conditions

Your tenancy conditions are the rights and responsibilities you have as a tenant and those we have as a landlord. This agreement does not remove any rights you or we have which are set out in the Housing Acts or other law.

In these tenancy conditions, 'we', 'us', or 'our' refers to Brighton & Hove City Council. 'You' refers to you the tenant or, in the case of joint tenancies, you and the person you have signed this agreement with. You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors ('they').

In the tenancy conditions, when we refer to 'your home' or 'the property', we mean the premises you live in including any garden, balcony, parking area or storage area that is used by you.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them.

Most of the tenancy conditions are the same for introductory and secure tenancies, but some conditions only apply to one or the other. We have indicated where this is the case in this agreement.

Before we change this agreement we will consult you through our tenants' consultation procedures. We have described these in the Tenant Handbook.

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 action against you to recover possession of the property. For example, this might happen if:

- You break any of the conditions of this agreement. If you do we may 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 a legal ground for possession under the Housing Act 1985, the Housing Act 1996 or any other law.

Contents

- 1. Your rent and other charges**
- 2. Repairs and improvements**
- 3. Living in your home**
- 4. Being a good neighbour**
- 5. Ending your tenancy**

1. Your rent and other charges

1. You must pay your rent and other charges when due. The rent and other charges are due on Monday every week. If you choose to pay fortnightly or monthly you must pay in advance.
2. Your swipe card letter shows you the weekly rent and other charges you need to pay. We will tell you in writing when your weekly rent and charges change.
3. We may increase or reduce your rent and other charges. If this is going to happen we will give you at least four weeks' notice in writing.
4. If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any outstanding arrears. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any outstanding arrears.
5. You must pay any rent arrears due in accordance with any agreement entered into with us. This also applies to any arrears accrued from a previous tenancy you have held with us.
6. You agree that, if support services are included as a condition of occupancy, you will accept, pay for and make use of the agreed support services provided by us on your behalf.

2. Repairs and improvements

Our responsibilities:

1. We are responsible for keeping the following items in good repair and working order:
 - the structure and outside of buildings including drains, gutters and pipes
 - all fittings, pipes and connections supplying water, gas and electricity
 - all equipment for sanitation including basins, sinks, baths and toilets
 - all equipment that provides heating and hot water

If you live in a flat, we will keep the shared parts and services - entrances, halls, stairways, lifts, passages, refuse chutes and lighting - clean and in a good state of repair.
2. We will decorate the outside of your home and the shared parts when necessary.
3. We will keep communal grounds and landscaped areas that are our responsibility clear and tidy.

Your responsibilities:

4. You must let us know when a repair that is our responsibility needs to be done. You will find details of how to access the repairs service in the Tenant Handbook.
5. You must keep your home, including fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting you do the same.
6. You are responsible for minor repairs and you should decorate all internal parts of your home as often as is necessary to keep them in good decorative order. You will find more details on this in the Tenant Handbook.
7. You must allow our officers and people we authorise into your home at reasonable hours to:
 - inspect the condition of your home
 - carry out any work that may be necessary to your home or adjoining properties
 - inspect and maintain any gas and electrical installations
 - carry out annual servicing of the council's gas appliances to meet health & safety standards

We will give you reasonable notice of when access is needed. Our contractors and employees may enter your home without giving notice if we believe that entry is necessary due to an emergency which could cause injury, or damage to your home or to a neighbouring property.

8. In an emergency you must give our officers and people we authorise immediate access to your home.
9. You must get our written permission before you carry out improvements or alterations to your home. This includes, but is not limited to:
 - the fixing of satellite dishes and aerials
 - the installation of CCTV cameras

You must apply for our permission in writing and give full details of the work you want to carry out. You may also need planning or building regulation consent. Your Tenant Handbook gives more details of this. **If you have an introductory tenancy you will not be able to carry out improvements or alterations to your home until your tenancy has become secure.**

10. You must get our written permission if you want to install a hard floor finish such as laminate flooring, hardwood overlay or ceramic tiles, or if you want to have bare floorboards in any room in your home. We will not refuse permission unreasonably but we will probably only grant permission if you live in a house or ground floor flat. You must use an approved high quality underlay and ensure it is properly installed.

As the use of hard floor finishes could cause nuisance to your neighbours due to noise transmission, if you carry out any of the above alterations without our written permission, we will be entitled to restore the property to its original condition during, or at the end of your tenancy. If we do so we are entitled to recover reasonable costs from you for carrying out this work. Your Tenant Handbook gives more details of this. **If you have an introductory tenancy, you will not be able to carry out improvements or alterations to your home until your tenancy has become secure.**

11. The following condition applies if we tell you in writing that we are aware of a potential noise nuisance coming from your home that might be caused by the installation of a hard wood floor finish or bare floorboards:
 - a. You must keep all your floors, including hallways and stairs, covered with carpet and a good quality underlay or with a similar floor covering that has similar noise-reducing qualities. This does not apply to kitchens and bathrooms where floor coverings have been supplied by the council.

12. If you or any member of your household or visitors cause any damage to the property or any shared areas, you will have to make good the damage or pay repair costs. If the damage was not caused by accident, the council will normally support any police prosecution that may follow. Your Tenant Handbook gives more details of what is covered under this condition.

3. Living in your home

Our responsibilities:

1. We may provide, or arrange to be provided, general counselling and support services to help you to maintain your tenancy and maintain the security and safety of the home, as agreed with you. These support services may be provided by us or by an agency on our behalf.

Your responsibilities:

2. You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for them and their visitors' behaviour, including any noise nuisance or damage they may cause.

3. You may sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your sub-tenant and their visitors, including any noise nuisance or damage they may cause.
4. Any anti-social behaviour by your lodger(s) or sub-tenants may lead to us taking action against your tenancy.
5. Assigning your tenancy. Your tenancy may only be transferred to someone else (known as assignment) in the following circumstances:

If you are an introductory tenant

- By a Court Order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996
- To a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

The Tenant Handbook gives more information on this.

If you are a secure tenant

- Under the Right to Exchange, with our written permission
- By a Court Order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996
- To a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

The Tenant Handbook gives more information on these.

6. You or any member of your household may not run a business from your home without our written permission. You may ask for permission from your local housing office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenant Handbook.
7. You must live in your property as your main or only home. If you do not do this, if you abandon the property or return the keys without giving proper notice as described in clause 5.1 of this agreement for example, we will take action to end the tenancy by serving you with a Notice to Quit. We will serve this notice by sending it to or leaving it at the property which is the subject of this agreement if you cannot be traced. This notice will give you at least four weeks written notice ending on a Monday. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the notice ends.
8. You must inform us in writing and, if possible, in advance if you are, or expect to be, absent from your home for 28 days or more.
9. In houses and bungalows, you may use the loft space for storage at your own risk. We will hold you responsible for any damage this causes to the property and we will not be liable for any damage caused to your possessions. You will need our written permission if you wish to use the loft space as living area. The loft space must not be used in flats.

4. Being a good neighbour

Brighton & Hove is a unique place in which to live, work, and visit. All residents, visitors, and businesses have the right to enjoy the city, live peacefully in their homes and neighbourhoods, feel safe, and enjoy the resources and culture that the city has to offer, free of concerns for their well-being. Brighton & Hove City Council, together with its partners, is committed to tackling nuisance and anti-social behaviour in the city.

Our responsibilities:

1. We will not interfere with how you use your home as long as you keep to the terms of this agreement or unless there is any other reason under the Housing Acts of 1985 and 1996 or any other law where we may need to.
2. We will investigate any complaints of nuisance or harassment and take appropriate action

Your responsibilities:

3. You are responsible for the behaviour of all members of your household, including your children and any lodgers, sub-tenants or visitors ('they'). This applies in your home and in the shared parts of your block or estate and its surrounding area.

Nuisance & harassment

4. You and they must not do or threaten to do anything which causes, or is likely to cause, a nuisance or annoy someone else. Examples of anti-social activities, which cause nuisance and annoyance include, but are not limited to:
 - loud music from televisions, radios, music systems and musical instruments
 - noisy parties
 - too much noise from DIY activities
 - shouting and swearing
 - banging and slamming doors
 - dogs barking and fouling
 - dumping rubbish
 - vandalism and graffiti

We may take legal action to evict you if you or they behave anti-socially or if you or they commit a crime or are convicted of an indictable offence at the property or in the local area. We may also take legal action to get an injunction against you or any person you allow to act anti-socially and to recover the costs of this action from you. We may make a referral for an Anti-Social Behaviour Order and, if problems are caused by a child under your control, you may be required to undertake parenting work or we may apply to the court for a Parenting Order. We are unlikely to offer you another tenancy if you have been evicted because of anti-social behaviour.

5. You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason. Examples of harassment include, but are not limited to:
 - violence, threats of violence or violent gestures
 - using abusive or insulting words or behaviour
 - writing threatening, abusive or insulting graffiti
 - damage or threats to damage property
 - intimidating anyone in any way
6. You and they must not use or threaten to use violence, abuse or use threatening behaviour to anyone in the area of your home or the area of our offices, including other residents, our employees, agents working on our behalf or other people visiting or carrying out lawful activities in the area of your home or our offices.
7. You and they must not use your home or shared area for any criminal, immoral or illegal activity such as using drugs, drug dealing or prostitution.

8. You must not do the following or allow another person to do the following in your home:
 - use without prescription, grow or produce any drugs or substances covered by the Misuse of Drugs Act 1971 (or any other relevant act or regulations)
 - supply or offer to supply any of these drugs to another person
 - possess any of these drugs with the intention of supplying them to another person
9. You must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against any other person living with you, anyone you have invited into your home, or anyone living in another of our properties. If you do and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to evict you from your home.
10. You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you or they damage.
11. You and they must not tamper with any emergency alarm equipment, such as Carelink.
12. You and they must not interfere with security equipment in shared areas, such as door entry systems and closed circuit television equipment. **You must keep security and communal doors shut at all times.**
13. You and they must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions. You must also keep emergency exits free from obstruction. You will need our written permission to store a mobility scooter in communal areas. If we need to clear any items belonging to you from shared areas, you may need to pay our costs.
14. You and they must not block local roadways and other vehicular access, and must keep them and car parking spaces clear of unroadworthy vehicles and other obstructions.
15. You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas.
16. You and they must not park a vehicle, caravan, boat or trailer on any paths, gardens, yard, car park, service road, grassland or other land belonging to us without our written consent. You and they must not store vehicles or vehicle parts in your garden.
17. You or they must not keep a dog, bird or other animal in your home without our written permission - the Tenant Handbook gives details of when we will give permission. Your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. If nuisance occurs, we can withdraw our permission. It is a breach of your tenancy agreement if you are convicted of causing cruelty and suffering towards an animal.
18. You or they must not encourage or feed any wild animals or birds on your property, our land or in the locality. Examples of these include, but are not limited to, wild feral pigeons, seagulls, rats, mice, squirrels and foxes.
19. You will need written permission to store liquid petroleum gas, oxygen cylinders or any other flammable or explosive substance in your home or shared areas. You must also not do or keep anything which might affect the insurance of the property.
20. You must not tamper with fire safety equipment.
21. If you have a garden, patio or balcony, you must keep it tidy. You must not dump rubbish in the garden, including household items or vehicle parts. You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land. If you fail to keep these areas tidy we may do the work and you will have to pay our costs.
22. You or they must not smoke in any enclosed shared areas.

5. Ending your tenancy

When you decide to end your tenancy:

1. You must give us at least four weeks written notice before you want to end your tenancy, which must end at 12 noon on a Monday. You must return all your keys and any pendant alarms you may have been issued to your housing office or the scheme manager if you live in sheltered housing before this time. If you return your keys later than this, we will charge you the full charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to your housing office before noon on the Tuesday following the holiday. If you return the keys without giving at least four weeks written notice, we might not accept this as an end to the tenancy.

If you are transferring to another council or housing association tenancy, you will need to give us two weeks written notice before you want to end your tenancy, which must end at 12 noon on a Monday. You must return all keys to your local housing office by 3pm on the Monday. If you return your keys later than this, we will charge you the full charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to your housing office before noon on the Tuesday following the holiday.

2. You must pay the rent and all charges for the whole period of the notice, even if you have moved out and returned the keys before the Monday on which the notice period ends. If you fail to clear any outstanding rent and charges before you move out, we will take action to recover the debt.
3. You must take all furniture, floor coverings, belongings and rubbish from your home and leave the property and the fixtures and fittings in a reasonable condition and state of repair.
4. If you fail to clear the property and/or leave it in a state of disrepair, we will charge you for the cost of removing the items that you leave behind and for any work that is necessary. We will not be responsible for any items that you leave behind.
5. You must not leave anybody living in your home when you move out, such as a lodger. If you do so, we will take court action to remove them from the property and you and your lodger will have to pay the costs.

When we want to end your tenancy:

6. Introductory tenants only

If you have an introductory tenancy, we can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the conditions of this tenancy agreement or there is any other reason under the Housing Act 1985, the Housing Act 1996 or another law why we need possession of your home.

If you break your tenancy conditions, we may serve a 'Notice to Terminate' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also give you the date after which possession proceedings will start. This will be at least four weeks after the notice is served.

If you do not use the property as your main or only home or move out without giving proper notice, we can end your tenancy by serving a 'Notice to Quit' giving four weeks notice.

We will serve a notice on you by either delivering it to you in person, sending it to you by post at the property, leaving it at the property, or giving it to another adult at the property.

7. Secure tenants only

If you have a secure tenancy, we can only end your tenancy with a court order. We can only ask the court to grant a possession order if one or more of the grounds for possession set out in the Housing Act 1985 exists. If one or more of the grounds exist, we may serve a 'Notice of Seeking Possession' on you.

This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the earliest date that possession proceedings can be started. This will normally be at least four weeks after the notice is served.

If you do not use the property as your main or only home or move out without giving proper notice, we can end your tenancy by serving a 'Notice to Quit' giving four weeks notice.

We will serve a notice on you by either delivering it to you in person, sending it to you by post at the property, leaving it at the property, or giving it to another adult at the property.

Death of a tenant

8. In the event of your death, the tenancy may pass on to your spouse or civil partner, a joint tenant or a member of your family if certain conditions are met. This is called 'succession' and the conditions are:
- any spouse or civil partner can succeed to the tenancy as long as they are living at the property as their only or main home at the time of your death
 - any other member of your family can succeed to the tenancy if they lived with you for 12 months before your death and used it as their only or main home
 - if you have a joint tenancy, the tenancy will pass to your joint tenant and this will count as a succession

If you have already succeeded to this tenancy, there can be no further succession.

A member of your family who is entitled to succeed, may be required to move to smaller accommodation provided by the council if the property is larger than they need.

Full details of the conditions for succession can be found in your Tenant Handbook.

9. In the event that there is no one qualified to succeed at the time of your death, the tenancy becomes part of your estate. If you have left a will, the tenancy can be brought to an end by a personal representative of your estate. The personal representative must give at least four weeks notice in writing ending on a Monday. Your estate is also responsible for other conditions of this agreement as set out in clauses 5.1 to 5.5 of this agreement.
10. In the event that there is no will, known as 'intestate', legal responsibility for your tenancy passes to the Public Trustee. We will end the tenancy by serving a Notice to Quit on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.

Full details on ending a tenancy in these circumstances are included in the Tenant Handbook.

Your Tenancy Details

Tenant copy

This tenancy agreement is between:

Name(s) of tenant(s) _____
and Brighton & Hove City Council

The address and postcode of the property rented in this agreement is:

The weekly charges for the property at the start of your tenancy are:

- Rent £ _____
- Heating £ _____
- Support charge £ _____
- Ground maintenance £ _____
- Cleaning services £ _____
- Other charges (please specify)
_____ £ _____
- **Total** £ _____

Rent arrears from any previous tenancy:

You also have to pay rent arrears of £ _____ and have agreed to keep to the arrangement you have with us to repay the debt.

The names of the people who will live in the property are as follows:

Full name	Date of birth	Relationship to you
		Tenant

The maximum number of people allowed to live in your home is _____

Photos

Permission is given to keep the following pets:

Permission is subject to you keeping to the terms of this agreement.

You have an introductory tenancy

You have a secure tenancy

The tenancy begins on ____/____/____ under the conditions set out in this agreement.

The provisional date your introductory tenancy becomes secure is ____/____/____

If you have read and understood this tenancy agreement, and agree to the conditions set out in it, please sign below.

Tenant's signature: _____

Tenant's name: _____

Joint tenant's signature: _____

Joint tenant's name: _____

Date: ____/____/____

Signed for Brighton & Hove City Council by:

Name: _____

Job Title: _____

Date: ____/____/____

Under Section 48 of the Landlord and Tenant Act 1987, if you need to give us any notices, please send or deliver them to: Brighton & Hove City Council, King's House, Grand Avenue, Hove, BN3 2LS.

Your Tenancy Details

Brighton & Hove City Council copy

This tenancy agreement is between:

Name(s) of tenant(s) _____
and Brighton & Hove City Council

The address and postcode of the property rented in this agreement is:

The weekly charges for the property at the start of your tenancy are:

- Rent £ _____
- Heating £ _____
- Support charge £ _____
- Ground maintenance £ _____
- Cleaning services £ _____
- Other charges (please specify)
_____ £ _____
- **Total** £ _____

Rent arrears from any previous tenancy:

You also have to pay rent arrears of £ _____ and have agreed to keep to the arrangement you have with us to repay the debt.

The names of the people who will live in the property are as follows:

Full name	Date of birth	Relationship to you
		Tenant

The maximum number of people allowed to live in your home is _____

Photos

Permission is given to keep the following pets:

Permission is subject to you keeping to the terms of this agreement.

You have an introductory tenancy

You have a secure tenancy

The tenancy begins on ____/____/____ under the conditions set out in this agreement.

The provisional date your introductory tenancy becomes secure is ____/____/____

If you have read and understood this tenancy agreement, and agree to the conditions set out in it, please sign below.

Tenant's signature: _____

Tenant's name: _____

Joint tenant's signature: _____

Joint tenant's name: _____

Date: ____/____/____

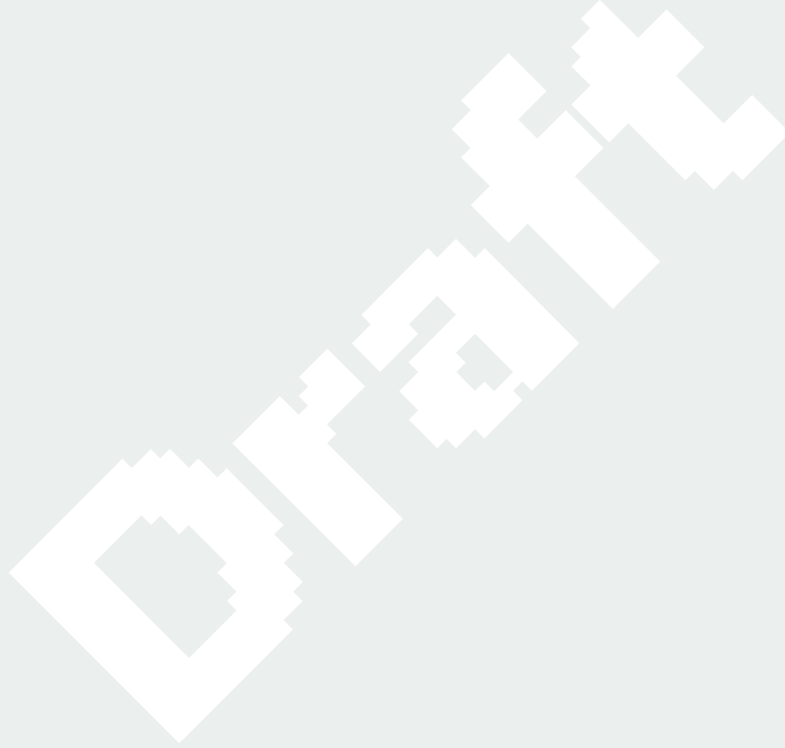
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Date: ____/____/____

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Translation? Tick this box and take to any council office.

ترجمة؟ ضع علامة في المربع وخذها إلى مكتب البلدية. Arabic

অনুবাদ? বক্সে টিক চিহ্ন দিয়ে কাউন্সিল অফিসে নিয়ে যান। Bengali

需要翻譯? 請在這方格內加別, 並送回任何市議會的辦事處。Cantonese

ترجمه؟ لطفا این مربع را علامتگذاری نموده و آن را به هر یک از دفاتر شهرداری ارائه نمایید. Farsi

Traduction? Veuillez cocher la case et apporter au council. French

需要翻译? 请在这方格内划勾, 并送回任何市议会的办事处。Mandarin

Tłumaczenie? Zaznacz to okienko i zwróć do któregokolwiek biura samorządu lokalnego (council office). Polish

Tradução? Coloque um visto na quadrícula e leve a uma qualquer repartição de poder local (council office). Portuguese

Tercümesi için kareyi işaretleyiniz ve bir semt belediye bürosuna veriniz Turkish

other (please state)

This can also be made available in large print, Braille or on audio tape





Details of succession and assignment

Succession

The council agrees that _____ (the successor) succeeds to the tenancy on ____/____/____.

Signed: _____ Date: ____/____/____
(for and on behalf of Brighton & Hove City Council)

I agree to observe and perform the terms of the tenancy agreement dated ____/____/____ and initially made between _____ and Brighton & Hove City Council.

Signed: _____ Date: ____/____/____
(the successor)

Assignment

Type of assignment:

- assignment to a person qualified to succeed to the tenancy
- assignment by a Court Order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, The Children Act 1989 or the Family Law Act 1996
- assignment by mutual exchange

By deed of assignment dated ____/____/____, the council agrees to the assignment of the tenancy from _____ to _____ (the assignee) who is / is not a successor.

Signed: _____ Date: ____/____/____
(for and on behalf of Brighton & Hove City Council)

I agree to keep to the terms of the tenancy agreement dated ____/____/____ and initially made between _____ and Brighton & Hove City Council.

Signed: _____ Date: ____/____/____
(the assignee)

