



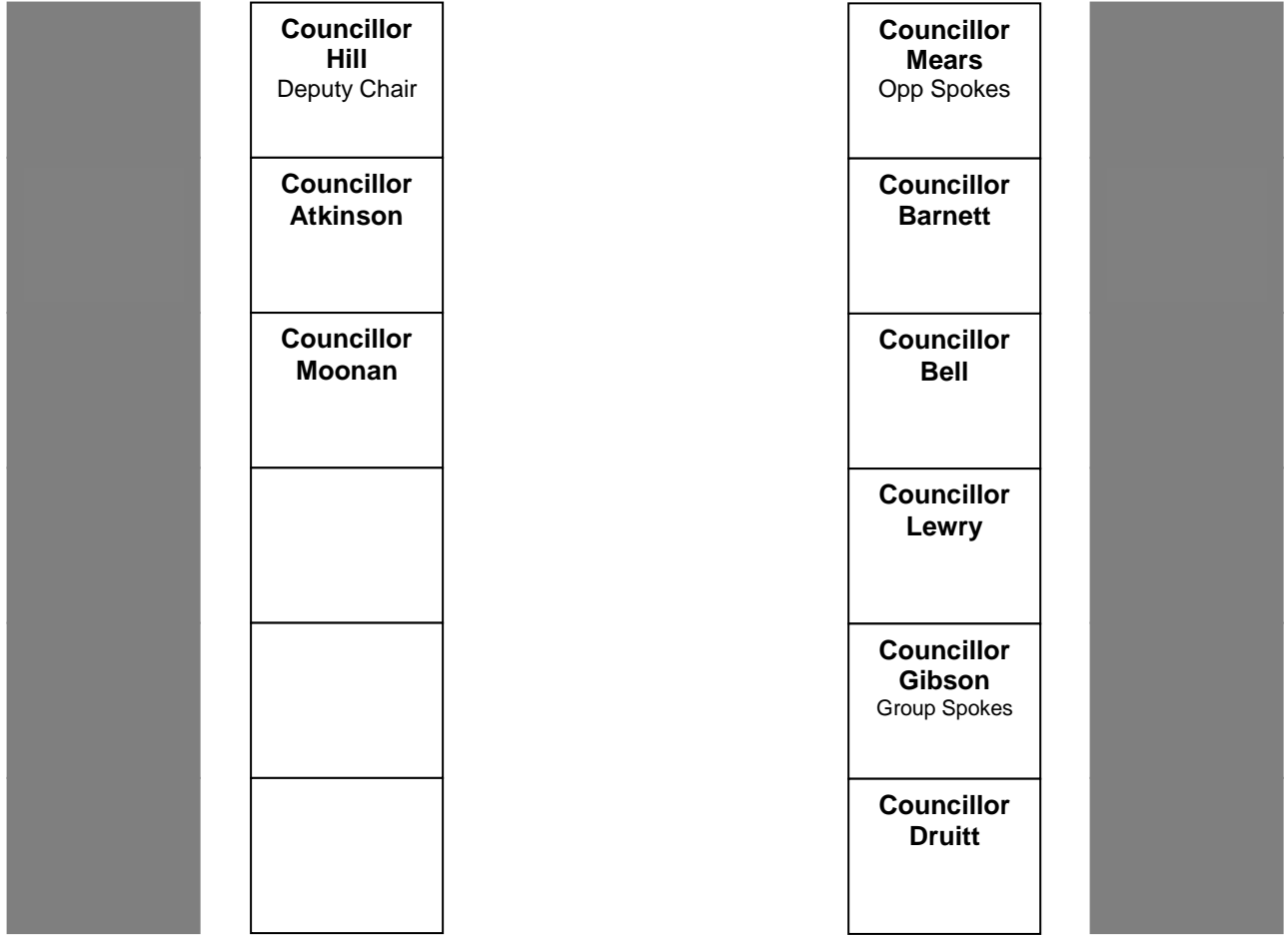
**Brighton & Hove
City Council**

Housing & New Homes Committee

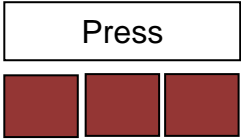
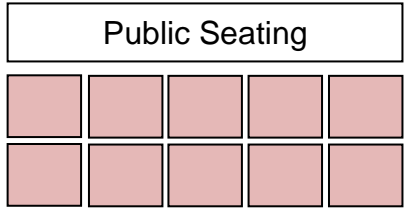
Title:	Housing & New Homes Committee
Date:	20 September 2017
Time:	4.00pm
Venue	Council Chamber, Hove Town Hall, Norton Road, Hove, BN3 3BQ
Councillors:	Meadows (Chair), Hill (Deputy Chair), Mears (Opposition Spokesperson), Gibson (Group Spokesperson), Atkinson, Barnett, Bell, DrUITT, Lewry and Moonan
Contact:	Caroline De Marco Democratic Services Officer 01273 291063 caroline.demarco@brighton-hove.gov.uk
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Housing & New Homes Committee

Head of Housing	Executive Director Neighbourhoods, Communities and Housing	Councillor Meadows Chair	Lawyer	Democratic Services Officer
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Public Speaker/
Officer Speaking



AGENDA

PART ONE

Page

19 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:

- (a) Disclosable pecuniary interests;
- (b) Any other interests required to be registered under the local code;
- (c) Any other general interest as a result of which a decision on the matter might reasonably be regarded as affecting you or a partner more than a majority of other people or businesses in the ward/s affected by the decision.

In each case, you need to declare

- (i) the item on the agenda the interest relates to;
- (ii) the nature of the interest; and
- (iii) whether it is a disclosable pecuniary interest or some other interest.

If unsure, Members should seek advice from the committee lawyer or administrator preferably before the meeting.

(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 Two 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.

20 MINUTES OF THE PREVIOUS MEETING

1 - 36

To consider the minutes of the meetings held on 14th June 2017 and 28 June 2017 (copy attached).

21 CHAIRS COMMUNICATIONS

22 CALL OVER

HOUSING & NEW HOMES COMMITTEE

- (a) Items 25 to 32 will be read out at the meeting and Members invited to reserve the items for consideration.
- (b) Those items not reserved will be taken as having been received and the reports' recommendations agreed.

23 PUBLIC INVOLVEMENT

37 - 40

To consider the following matters raised by members of the public:

- (a) **Petitions:** to receive any petitions presented to the full council or at the meeting itself;
- (b) **Written Questions:** to receive any questions submitted by the due date of 12 noon on the 13th September 2017;
- (c) **Deputations:** to receive any deputations submitted by the due date of 12 noon on the 13th September 2017 (copy attached).

24 ISSUES RAISED BY MEMBERS

To consider the following matters raised by councillors:

- (a) **Petitions:** to receive any petitions submitted to the full Council or at the meeting itself;
- (b) **Written Questions:** to consider any written questions;
- (c) **Letters:** to consider any letters;
- (d) **Notices of Motion:** to consider any Notices of Motion referred from Council or submitted directly to the Committee.

25 HOUSING DISABLED FACILITIES GRANT POLICY

41 - 56

Report of Executive Director Neighbourhoods, Communities & Housing (copy attached).

Contact Officer: Sarah Potter, Martin Reid Tel: 01273 293168, Tel: 01273 293321

Ward Affected: All Wards

26 REVISED TENANCY AGREEMENT

57 - 120

Report of Executive Director Neighbourhoods, Communities & Housing (copy attached).

Contact Officer: Janet Dowdell Tel: 01273 293171
Ward Affected: All Wards

27 HRA ASSET STRATEGY REVIEW – PROVIDING SAFE HOMES

121 - 136

Report of Executive Director Neighbourhoods, Communities & Housing

HOUSING & NEW HOMES COMMITTEE

(copy attached).

Contact Officer: *John Currell, Martin Reid* Tel: 01273 293355, Tel:
01273 293321

Ward Affected: *All Wards*

28 HOME PURCHASE POLICY 137 - 150

Report of Executive Director Neighbourhoods, Communities & Housing
(copy attached).

Contact Officer: *Diane Hughes* Tel: 01273 293841

Ward Affected: *All Wards*

29 1. SINGLE HOMELESS & ROUGH SLEEPER ACCOMMODATION AND SUPPORT SERVICES. 2. YOUNG PEOPLE'S HOUSING ADVICE & SUPPORTED ACCOMMODATION 151 - 168

Report of Executive Director, Health & Adult Social Care (copy attached).

Contact Officer: *Jenny Knight* Tel: 01273 293081

Ward Affected: *All Wards*

30 SURVEY OF TENANTS AND RESIDENTS (STAR) 2016 - DETAILED RESPONSE TO TENANT FEEDBACK 169 - 180

Report of Executive Director Neighbourhoods, Communities & Housing
(copy attached).

Contact Officer: *Ododo Dafe* Tel: 01273 293201

Ward Affected: *All Wards*

31 HOUSING MANAGEMENT PERFORMANCE REPORT QUARTER 1 2017/18 181 - 200

Report of Executive Director Neighbourhoods, Communities & Housing
(copy attached).

Contact Officer: *Ododo Dafe* Tel: 01273 293201

Ward Affected: *All Wards*

32 NEW HOMES FOR NEIGHBOURHOODS: DEVELOPMENT COSTS OF NEW BUILD COUNCIL HOMES 201 - 222

Report of Executive Director Neighbourhoods, Communities & Housing
(copy attached).

Contact Officer: *Sam Smith* Tel: 01273 291383

Ward Affected: *All Wards*

33 ITEMS REFERRED FOR FULL COUNCIL

To consider items to be submitted to the 2nd November 2017 Council meeting for information.

HOUSING & NEW HOMES COMMITTEE

In accordance with Procedure Rule 24.3a, the Committee may determine that any item is to be included in its report to Council. In addition, any Group may specify one further item to be included by notifying the Chief Executive no later than 10am on the eighth working day before the Council meeting at which the report is to be made, or if the Committee meeting take place after this deadline, immediately at the conclusion of the Committee meeting

PART TWO

**34 NEW HOMES FOR NEIGHBOURHOODS: DEVELOPMENT COSTS - 223 -
EXEMPT CATEGORY 3 230**

Report of Executive Director Neighbourhoods, Communities & Housing (circulated to Members only).

**35 MINUTES OF 28 JUNE 2017 - EXEMPT CATEGORY 3 231 -
234**

Part Two Minutes of the meeting held on 28th June 2017 (Circulated to Members only).

36 PART TWO PROCEEDINGS

To consider whether the item listed in Part Two of the agenda and decisions thereon should remain exempt from disclosure to the press and public.

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.

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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 Caroline De Marco, (01273 291063, email caroline.demarco@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

HOUSING & NEW HOMES COMMITTEE

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For further details and general enquiries about this meeting contact Caroline De Marco, (01273 291063, email caroline.demarco@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

Date of Publication - Tuesday, 12 September 2017

BRIGHTON & HOVE CITY COUNCIL

HOUSING & NEW HOMES COMMITTEE

4.00pm 14 JUNE 2017

COUNCIL CHAMBER, HOVE TOWN HALL, NORTON ROAD, HOVE, BN3 3BQ

MINUTES

Present: Councillor Meadows (Chair); Councillor Hill (Deputy Chair), Mears (Opposition Spokesperson), Gibson (Group Spokesperson), Atkinson, Barnett, Bell, Lewry, Moonan and Phillips

PART ONE

Council Statement - Grenfell Tower fire

The Chair read out the following statement.

“Our thoughts are with the people affected by the terrible fire at Grenfell Tower and we thank the London Fire Brigade, the London Ambulance Service, all medical staff and council colleagues for their responses; and their bravery.

The safety of our residents is of paramount importance to us. All council owned high rise blocks are inspected by the council each year to ensure they are compliant with current standards.

We work closely with East Sussex Fire & Rescue Service through our Housing Fire Health & Safety Board to review and oversee compliance with current fire safety regulations in our housing stock, in particular high rise blocks. The board has met this morning and has discussed the Grenfell Tower fire.

A pilot sprinkler system – funded by Brighton & Hove City Council and East Sussex Fire & Rescue Service – was completed in 2016 at Somerset Point – a high rise seniors housing scheme in the city.

Working closely with our partners we have been able to increase the housing capital budget for works to reduce fire risk. We’re proposing sprinkler systems in two further high rise blocks in the city, subject to resident consultation in the blocks concerned.

As is the case with any major incident, we – along with our partners – will review processes and systems, but until the results of investigations into Grenfell Tower fire are available we cannot speculate on the potential cause or causes.

Officers would provide a report to the Committee after the enquiry.”

Following the statement the Committee held a minute's silence.

1 PROCEDURAL BUSINESS

1a) Declarations of Substitutes

1.1 Councillor Phillips substituted for Councillor Druitt.

1b) Declarations of Interests

1.2 There were none.

1c) Exclusion of the Press and Public

1.3 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.

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

2 MINUTES OF THE PREVIOUS MEETING

2.1 Councillor Mears referred to paragraph 66.4 and referred to the HRA contribution to youth services agreed at full council. She considered it was important to have a report back to the Committee. The Executive Director Neighbourhoods, Communities and Housing confirmed that this was being organised by the Executive Director, Families, Children & Learning. A written response would be sent to all the Committee members. The response from the Executive Director of Neighbourhoods, Communities & Housing is set out below:

“I have been advised that the funding is part of the grants programme which is currently in progress. Once it has been completed a report will come to Housing and New Homes Committee for information.”

2.2 Councillor Gibson referred to paragraph 66.7 in relation to a Task and Finish Working Group. The Head of Housing replied that there would be consultation with tenants in November 2017. She would confirm dates.

2.3 **RESOLVED** - That the minutes of the Housing and New Homes Committee held on 15 March 2017 be agreed and signed as a correct record.

3 CHAIRS COMMUNICATIONS

3.1 The Chair stated that she had informed opposition members attending the pre-meeting that as there were a large number of items on the agenda for this meeting, she would be restricting the number of questions members could ask to three questions per councillor

on each item. The Senior Lawyer confirmed that the role of the Chair was to ensure that business was properly transacted. Procedural rules allowed the Chair to organise the meeting as she saw fit and this was not a matter for a vote.

- 3.2 The Chair informed members that she was looking forward to officiating at the topping out ceremony at Hobby Place, Whitehawk Road on Friday, to celebrate the completion of the concrete frame for the 29 new council flats being built there under the Council's New Homes for Neighbourhoods programme. Afterwards, the Chair would have the pleasure of awarding the prizes to the pupils at Community Academy Whitehawk, next door, who produced the winning designs for the site hoardings in the programme's latest art competition.
- 3.3 The Chair was pleased to advise that the council's submission to Department of Communities and Local Government (DCLG) to secure the full funding allocation available under the new Community Housing Fund was successful and work was now underway to set up the Community Housing Hub. This initiative would be led by the community housing sector in the city with council involvement on the Programme Board of the Hub.
- 3.4 The Hub would provide both technical and funding support to local groups who were seeking to develop alternative housing solutions for the city. It would also aim to promote the sector and increase engagement from the wider community. This was in line with commitments in the council's Housing Strategy and the Fairness Commission action plan.
- 3.5 The Chair was also pleased to advise that the Strategic Housing Partnership had agreed to refresh the city's Student Housing Strategy, which was written in 2009. Initial discussions had started with the universities to scope out the requirements for a new strategy. A report would be brought to Housing & New Homes Committee in September 2017 outlining the evidence and options for the strategy, and permission would be sought to go out to consultation on the strategy in the autumn. The results of the consultation would then be brought back to committee and approval would be sought for a new strategy for the city.
- 3.6 The Chair reported that as previously mentioned in Chairs' Communications, Brighton & Hove was joining a project partnership alongside a number of other housing providers in the region to demonstrate a new approach to delivering net zero energy homes. Based on the Dutch model 'Energiesprong' the partnership had been successful in the first round submission of an outline bid for European Structural Investment Funding via the Coast to Capital Local Enterprise Partnership. The final business case would be submitted in the autumn and if it was successful the Council would identify a number of properties within its own housing stock to receive a significant retrofit of 'built off site' energy saving and energy generating measures. The aim of the project was to pilot this approach across the partnership with the ultimate aim to deliver this level of energy improvement at greater scale, ultimately without subsidy. This was an exciting opportunity, not currently being carried out anywhere in the UK. Further updates would be provided to committee in due course.

4 CALL OVER

- 4.1 It was agreed that items 7, 8, 9, 10, 12, 14, 15, 16 and 17 be reserved for discussion. Items 11 and 13 were agreed without discussion.

5 PUBLIC INVOLVEMENT

Petitions

- 5.1 There were none.

Questions

- 5.2 The following question had been submitted by Daniel Harris who was not in attendance:

“Can you confirm if there are still cases being investigated by the Local Government Ombudsman around revenge evictions?”

- 5.3 The Chair gave her response as follows:

“There is currently one eviction case being considered by the local government ombudsman, however the details are confidential and we are unable to discuss ongoing cases. However the Ombudsman anonymises then publishes all decisions made. These can be found on their website www.lgo.org.uk

There is a report on the agenda today which has investigated evictions from Emergency accommodation.”

- 5.4 **RESOLVED-** That the Public question be noted.

Deputation

- 5.5 There were no deputations.

6 ISSUES RAISED BY MEMBERS

- 6.1 There were no Petitions, Written Questions or Letters from Councillors.

- 6.2 The Committee considered the following Notice of Motion agreed at full Council on 6th April 2017:

“This council notes the Government changes to welfare benefits, including the introduction of the benefit cap and proposed removal of entitlement to housing benefit for 18-21 year olds.

In view of the potential impact of these changes and the number of individuals likely to fall into rent arrears and possible eviction, the Council resolves to:

Request the Housing & New Homes Committee to call for a report outlining how the risk of evictions caused by the housing benefit changes and benefit cap will be minimised. The report will take into consideration the following actions:

- Where it is possible to clearly identify that arrears are solely due to the benefit cap or removal of entitlement, that officers use all means other than evictions and bailiffs to recover rent due;
- That the Council work with partners to ensure all those affected by benefit changes are, wherever possible, prevented from eviction and homelessness; in particular recognition of the fact that a disproportionate number of LGBT young people find themselves at risk of homelessness, and as such may be adversely impacted by the changes”.

6.3 The Notice of Motion was unanimously agreed.

6.4 **RESOLVED:-**

(1) That officers prepare a report outlining how the risk of evictions caused by the housing benefit changes and benefit cap will be minimised. The report will take into consideration the following actions:

- Where it is possible to clearly identify that arrears are solely due to the benefit cap or removal of entitlement, that officers use all means other than evictions and bailiffs to recover rent due;
- That the Council work with partners to ensure all those affected by benefit changes are, wherever possible, prevented from eviction and homelessness; in particular recognition of the fact that a disproportionate number of LGBT young people find themselves at risk of homelessness, and as such may be adversely impacted by the changes.

7 PRIVATE RENTED SECTOR LICENSING SCHEMES

7.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which outlined the proposed fee structure for a Selective Licensing Scheme and an updated fee structure for the Mandatory and Additional Licensing Schemes; outlined proposals to harmonise the current HMO fee structures; presented conditions for a Selective Licensing Scheme and updated conditions for the Mandatory and Additional Licensing Schemes and highlighted the approach to consultation due to take place in Summer 2017. The report was presented by the Head of Housing Strategy, Property & Investment.

7.2 Councillor Gibson set out an amendment from the Green Group as follows:

“That the recommendation 2.4 be added, with text added as shown in ***bold italics***, and the original 2.4 be re-ordered to 2.4 and 2.5, so that the report reads as follows:

That the Housing & New Homes Committee:

2.3 Approve the updated fee structure for the National Mandatory Scheme.

2.4 That subject to consultation with landlords, allow for an option of reduced fees for those landlords who are signed up to a 'good landlord accreditation scheme,' with reductions made on the basis that 'good landlord' licenses will be less costly to administer and enforce.

2.5 Note for consultation the draft Selective Licensing Scheme conditions attached at Appendix 1.

2.6 Note for consultation the draft updated Additional HMO Licensing Scheme conditions attached at Appendix 2.”

- 7.3 The amendment was seconded by Councillor Phillips.
- 7.4 Councillor Hill commented that the objective of the amendment was already covered in paragraph 3.15 of the report. The Council was very open to offering such a discount. However, there was a need to demonstrate that it would save the council money.
- 7.5 Councillor Mears supported the amendment and stressed that it was important to encourage good landlords. The proposal needed to be stated more clearly than in paragraph 3.15.
- 7.6 Councillor Moonan welcomed the report and considered it was an excellent piece of work. She referred to the consultation and stressed that the residents the council most wanted to hear from were likely to be the hardest to reach and the least likely to take part. These were people in rented accommodation which was not up to these standards. How would officers ensure that their voice was heard? The Head of Housing Strategy, Property & Investment explained that there was an open portal to take feedback. Officers wanted to go out to residents' groups. In addition to that, officers would carry out door to door surveys as well as leaflet drops to encourage responses. In the past officers had spoken to interested parties such as Local Action Teams and to the universities and students unions to get feedback from different groups of people. Officers would listen to councillors if they felt officers were not talking to the right people.
- 7.7 Councillor Atkinson welcomed the report. Selective licensing would be of enormous benefit to local people. He had read the concerns of the Landlord's Association and he was sure their concerns could be fed into the consultation. Councillor Atkinson stressed that many other professions required registration and he mentioned nursing as an example.
- 7.8 Councillor Gibson appreciated the hard work in delivering the report. Landlord licensing was a good way to improve standards and he wholeheartedly supported the proposals. Councillor Gibson queried paragraph 1.1 and 1.2 in Appendix One on page 33 of the agenda concerning references for prospective tenants. The report stated an example of where it might not be possible to obtain a reference. Councillor Gibson considered that there were other examples and he would like to hear of these as well. Councillor Gibson referred to Appendix 1, paragraph 10.1 on page 35 which stated that “the licence holder must ensure all reasonable and practical steps are taken to respond to repair and maintenance issues...” It would be helpful to give more guidance as to what was considered reasonable. The Head of Housing Strategy, Property & Investment

replied that he would take on board these comments and would look at how the council could be clearer with regard to these issues.

7.9 The Committee unanimously agreed the recommendations as amended in paragraph 7.2 above.

7.10 **RESOLVED:-**

- (1) That approval is granted for consultation on the proposed fee structure for a Selective Licensing Scheme.
- (2) That consultation for the updated fee structure for an Additional HMO Licensing Scheme is approved.
- (3) That the updated fee structure for the National Mandatory Scheme is approved.
- (4) That subject to consultation with landlords, allow for an option of reduced fees for those landlords who are signed up to a 'good landlord accreditation scheme', with reductions made on the basis that 'good landlord' licenses will be less costly to administer and enforce.
- (5) That the draft Selective Licensing Scheme conditions attached at Appendix 1 be noted for consultation.
- (6) That the draft updated Additional HMO Licensing Scheme conditions attached at Appendix 2 be noted for consultation.

8 NEW HOMES FOR NEIGHBOURHOODS - SCHEME APPROVAL - LYNCHET CLOSE

- 8.1 The Committee considered a report of the Executive Director, Economy, Environment and Culture which included the findings of the business case for eight new council homes for rent at a primary HRA owned, grassed site at Lynchet Close, Hollingdean and sought scheme and budget approval to develop them. Being an exceptionally easy site to develop for the New Homes for Neighbourhoods programme, this scheme is projected to be self financing over 40 years and could generate a significant surplus to cross subsidise other and future schemes in the programme. The implications of various rent options, including those requested in members' proposed amendment to the report circulated for the March Housing and New Homes Committee, were included in order for members to agree the rent levels. The report also requested approval to appropriate a small strip of land from the council's Environmental Services department to the HRA in order to let the development proceed. The report was presented by the Estate Regeneration Project Manager.
- 8.2 The Estate Regeneration Project Manager gave a slide presentation and stressed the following:
- The council's Strategic Construction Partnership had worked with the Estate Regeneration Team since inception of this scheme to work up a cost efficient but robust design that would meet the council's standards for affordable housing and would be cost efficient to maintain.

- Three different construction options were modelled and costed and the cross party Estate Regeneration Member Board was consulted. They concurred with the decision to use timber frame rather than traditional block and brick construction – which brought some cost savings – and to comply with the space and accessibility standards required by the council’s Affordable Housing Brief, rather than the lower standards generally delivered by volume house builders.
- This would be the last housing scheme to be delivered through the current partnership – which was coming to the end of its procured life - and officers needed the committee’s scheme approval today in order to be able to progress it with those partners and get on site by early autumn.
- In order to avoid delays, an application for planning consent was submitted after the last Housing & New Homes Committee meeting and officers were expecting consent imminently.

The report to this meeting included:

- The reasons for the rent policy that had been adopted by Committee in setting rents for all homes in the New Homes for Neighbourhoods new build programme to date – at the lower of 80% Market Rent or Local Housing Allowance in accordance with the Tenancy Strategy approved by Housing Committee in 2013. In practice the vast majority had been set at LHA rates, which were lower than 80% market rate.
- Details of 6 rent options for the first 4 bedroom homes to be built under this programme, and the 2 bed flats, and their implications - in response to members’ request.
- Evidence of need and demand for 4 bedroom affordable rented homes - including households currently over occupying council homes and not receiving Housing Benefit or affected by the government’s Benefit Cap who could be eligible to bid for the houses.
- Members were recommended to approve the scheme and Option 1 or 2 for the rent levels, which were the most advantageous to the HRA. There was every indication that the 4 bed houses could be let to households in housing need at both those rents. The 2 bedroom rents would be set on the same basis as the rents for the 60+ 2 bedroom homes the Committee had already approved in the New Homes for Neighbourhoods Programme.
- If members wished to change the council’s rent setting policy for all new build homes moving forward, then a separate report would be required that reviewed the implications of that for the whole programme and the limitations it could place on the council’s ability to develop more homes in future.

8.3 Councillor Gibson set out an amendment from the Green Group as follows:

“That the recommendation ii be amended with text added as shown in ***bold italics***, so that the report reads as follows:

2.1 That Housing and New Homes Committee approves:

i. The proposed scheme of eight new council homes at Lynchet Close, Brighton under the New Homes for Neighbourhoods programme;

ii. **To select one of ~~Either Options 1 or Option 2~~ Four, Five and Six** of the six options for scheme rent levels as set out in Appendix 3 to the report, as follows:

~~Option 1: All homes at Local Housing Allowance (LHA) levels of Housing Benefit or 80% market levels if lower, in accordance with rent policy for the New Homes for Neighbourhoods programme to date~~

~~Option 2: 65% Market Rate for the four bedroom houses and LHA rate for the two bedroom flats.~~

Option 4: Rents at the same level proposed for the joint venture with Hyde Housing; projected to produce a surplus of £193,000 (£2,850 per unit) for the first 40 years modelled;

Option 5: Rents estimated and based on a budget showing 'break even' over the first 40 years modelled;

Option 6: A social target rent which would entail an estimated £1,033m subsidy over the first 40 years modelled."

- 8.4 The amendment was seconded by Councillor Phillips.
- 8.5 Councillor Gibson explained the reasons for the amendment. In relation to the 4 bed houses, Options 1 was proposing a rent of £17,000 a year, and Option 2 was proposing a rent of just under £15,000. The middle income of people living and working in Brighton was reckoned in the Affordability Study to be about £24,000. In the report the middle income of everyone including those working in London was around £29,000. Councillor Gibson stressed that the council was a social landlord and he believed it was the Committee's social responsibility to provide housing that was affordable for people on low incomes. Option 4 still provided a surplus for the HRA. Options 4 and 5 provided rent affordability for working households but still required an income approaching a middle income. He proposed these options be investigated.
- 8.6 Councillor Mears stated that she would not support either Option 1 or 2. She would also not support Option 6 as it would require a £1m subsidy from the HRA. She considered that the council had a building programme that was far too expensive, and resulted in these kinds of rent levels.
- 8.7 Councillor Bell expressed concern at the high cost of the build compared to schemes in the private sector, and stated that he would only support schemes that got people off the streets and into housing. The Estate Regeneration Project Manager replied that the evidence of need and demand indicated that Options 1 and 2 would still house people in housing need. The decision to be made on rents related to rent policy, not construction costs. Only rent Option 5 was calculated on the cost of building the scheme.

- 8.8 Councillor Hill suggested an amendment to the amendment. She requested that the Committee consider Option 3 as the 4 bed rent level was substantially less than Option 2, but the 2 bed rents would be the same as other 2 beds in the programme. This proposal was seconded by Councillor Moonan.
- 8.9 At this point in the proceedings (5.00pm) the Committee agreed to adjourn to discuss the proposed amendments. The Committee reconvened at 5.27pm.
- 8.10 Councillor Moonan asked if officers were able to clarify what the timescales of the existing procurement framework were and what the implications would be if a decision was made today or whether it was delayed. The Lead City Regeneration Programme Manager explained that he believed that the current partnership came to an end at the end of July 2017. As long as everything was in place by then, officers would be able to progress the scheme. If a decision was made after that date it would mean going back to the drawing board and there would be costs for abortive work, and a significant delay to the scheme.
- 8.11 Councillor Mears considered that it was safer to have a special meeting to discuss this matter. Councillor Hill commented that the report had already been delayed once already and stressed that this was the last scheme that was part of the current partnership and there was an urgent need to make a decision. She proposed an amendment for a hybrid Option 4 which would result in a reduced rent for the 4 bed houses but keep the LHA rate for the 2 bed flats. This was seconded by Councillor Moonan.
- 8.12 Councillor Gibson accepted that there was a need to make a decision before Policy, Resources & Growth Committee on 13th July 2017 which was required to approve the scheme budget and appropriation of some Environmental Services land to the HRA. However, he objected to the rent levels proposed in the hybrid Option 4 amendment. He asked why the original Option 4 was not acceptable.
- 8.13 The Estate Regeneration Project Manager replied that Option 4 was a different approach to setting rent from the rent policy which the Committee had followed to date for all the New Homes for Neighbourhood new build schemes. Option 4 would lead the rent for 4 bed houses to be £11pw below the rents tenants were currently paying on new build 3 bedroom homes. It would also mean that tenants in the 2 bedroom flats would pay rent £28pw below what other tenants are already paying in other 2 bedroom flats that had been built through the programme. The Committee needed to consider whether this would be seen as reasonable and fair, particularly by tenants. There had been a great deal of support from tenants for higher rent levels for the new build. Option 4 might possibly be open to challenge. It could also make it more difficult to encourage tenants to downsize if they started to under occupy new homes. It did not make best use of the projected surpluses to the HRA from this unique site that was relatively easy to develop to cross subsidise the rest of the programme. Options 4 to 6 caused inconsistencies with rents that were already being charged to tenants in new build properties. Options 1 to 3 maintained the rate for the 2 bed flats and would allow the 4 bed rents to remain above the 3 bed rents, up to the LHA rate.
- 8.14 Councillor Mears asked who would be likely to challenge the decision. The Senior Lawyer stated that the legal requirement was "a local housing authority may make such

reasonable charges as they determine for the tenancy or occupation of their houses". The challenge would come if somebody considered that the rents the council set for particular types of accommodation are not reasonable. Challenge was likely to come by way of judicial review. To determine what was reasonable, the Committee needed to consider relevant factors and ignore irrelevant ones. The legislation did not state that the council could not charge different rents for different types of property but members needed to be careful in giving reasons for so doing.

- 8.15 Councillor Mears stated again that she considered that the build costs were too high. She suggested that there should be an independent cost review to clarify that the council were getting value for money. She considered that there was time to defer the report.
- 8.16 Councillor Gibson referred to relevant factors. A relevant factor could be that a site can be developed in a more cost effective way and can achieve one of the objectives of the council which is to provide truly affordable housing. The Senior Lawyer replied that judicial review would be a matter for a judge. Her view was that it was relevant but all the factors needed to be identified.
- 8.17 Councillor Lewry asked about the rent comparisons in Appendix 3. Where were they compared from? The Estate Regeneration Project Manager explained that the policy to date on new build homes was to set affordable rents following the Tenancy Strategy which the council published in 2013. That stated that in order for affordable rents to be truly affordable they should be set at the lower of 80% of market rent or the Local Housing Allowance rate of Housing Benefit. So Option 4 would mean a tenant of a 4 bed house at Lynchet Close would pay £11.05 pw less than a tenant of a 3 bed flat at Kite Place.
- 8.18 Councillor Hill pointed out that this was the last scheme with the current partners, after which time the council would be entering a procurement process to find a new partner, which would include some examination of build costs on future schemes. She suggested that the council could be in a position to offer members some detailed input into the process for future schemes, based on allowing the current scheme to go ahead on the current costs.
- 8.19 Councillor Phillips asked for the report to be deferred to a Special Housing & New Homes Committee to be called in two weeks' time which would facilitate the officers to do the work with opposition and group leads, so that a palatable option could be brought forward ahead of PR&G Committee, which reduced the build cost and the rent costs. That work needed to be done together with opposition groups so that a consensus could be reached.
- 8.20 The Lead City Regeneration Programme Manager reported that build costs had been assured by an independent quantity surveyor. Officers had also undertaken extensive value engineering. Officers had reported to the Member Board in terms of different options for going forward. He therefore thought that in two weeks' time with the current arrangement and the current scheme it was unlikely that officers could significantly reduce the costs of the scheme.

- 8.21 The Estate Regeneration Project Manager referred to the report that went to the Estate Regeneration Member Board in January with three construction options and costings. The report went through all the reasons why the council's build could not be compared with costs of volume house builders. It also specifically reported that the independent cost consultants to the Strategic Construction Partnership advised that the costs for the option accepted by members - the timber framed construction - were comparable to those for a four unit private timber framed development they were engaged in, and also housing associations current costs. The homes would be built to a larger and more robust standard than the private sector, in line with the council's Affordable Housing Brief. Meanwhile, The Lead City Regeneration Programme Manager stated that it would be helpful to arrange a workshop with members in order for officers to be open about construction costs.
- 8.22 At this point in the proceedings there was a second adjournment starting at 5.55pm and re-convening at 6.21pm.
- 8.23 Councillor Mears requested a two week adjournment. Councillor Gibson supported this proposal in order to have a Special meeting within the timeframe for the report to be forwarded to Policy, Resources and Growth Committee. Officers should focus on any possible savings in the build costs and use the opportunity to check the legal implications of Option 4, the hybrid Option 4 and Option 5. The priority should be to keep rents as low as possible in the city.
- 8.24 The Chair asked officers what new information would be brought to the Committee if there was to be a reconvened Committee. The Lead City Regeneration Programme Manager replied that officers had looked extensively at costs and the value engineering around this scheme. There was no additional cost information that could bring to the reconvened meeting. Councillor Moonan commented that it was clear that costs could not be brought down on this project. When there was a new procurement partnership, there could be cross party consideration of build costs.
- 8.25 The Executive Director, Neighbourhoods, Communities & Housing stated that in relation to the costs, the council had been advised by an independent review. If costs were different from the independent review there would be a question as to why the council had agreed different costs. The Executive Director stressed that the only information that could be considered for a reconvened meeting was potential legal aspects of the discussion so far. She stressed that in any judicial review the outcome was based on the view of a judge, and it would be difficult to identify all of the legal aspects within such a short time.
- 8.26 Councillor Phillips proposed that there should be a vote on holding a Special meeting. Councillor Phillips did not think the Committee had all the legal information to hand to make a decision at today's meeting. The Senior Lawyer advised that the constitution only allowed the Chair or Deputy Chair to call a Special meeting. There was no clear mechanism for the Committee to call for a Special meeting. It was not clear what additional information could be brought to the Committee. She had already explained about the legal requirements, the risks, and the discretion that the committee needed to exercise reasonably. She had explained that the charges that were adopted needed to be reasonable. She had read out the relevant legislation. It was clear from previous case law that the council could have differential rates but a decision had to be taken as

to whether that was reasonable. She could not advise if this would be vulnerable to challenge.

- 8.27 Councillor Gibson commented that a deferral would allow members to ask a number of questions, in order to make a more informed decision.
- 8.28 The Chair asked if there was additional legal information that could be provided. The Senior Lawyer replied that precedent had been mentioned. She could look up old case law on whether differential rates could be charged and present them to the meeting.
- 8.29 Councillor Hill stated that the purpose of the hybrid Option 4 proposal was to respond to the possible legal challenge. There could be a challenge if there were different rates for the 2 bed homes. Councillor Mears express the view that the Conservative Group had not been properly consulted on the hybrid Option 4 proposal during the adjournments.
- 8.30 Councillor Gibson commented that the council had previously passed an amendment about having a policy of seeking living rents and lower rents. He thought this was in the Asset Management Strategy. He asked what difference did a commitment in an official council policy and strategy that was agreed at a meeting make to the defensibility of making a decision, for example, to support Option 4. The Senior Lawyer responded that that this was probably something that should be taken into account.
- 8.31 At this point in the proceedings it was agreed to have a short adjournment in order for the Labour amendment to be photocopied and circulated to members.
- 8.32 Following the adjournment the Chair took the amendments. Members considered the Labour amendment which was worded as follows:
- “2.1 To select Option 3 for the 2-bed flats and Option 4 for the 4-bed houses for the scheme rent levels.”**
- 8.33 Members voted on the amendment by four votes for the amendment and 5 votes against. There was one abstention. The amendment was not agreed.
- 8.34 Councillor Gibson informed members that he would withdraw Option 6 from the Green amendment, in order that no option would require any subsidy from the HRA.
- 8.35 The Chair asked for legal advice on Options 4 & 5. The Senior Lawyer explained that the council could charge different rents for different properties but the committee had discretion and that had to be exercised reasonably. That would take into account relevant considerations. She was not convinced that the differential levels would be easy to justify should the council be challenged in legal proceedings. However, the decision would not be illegal until a court declared it illegal. That would require a challenge probably by way of judicial review.
- 8.36 Councillor Mears asked again for another meeting to enable members to have all the legal advice so that everybody was clear on what was legal and what was not legal. She urged the Chair to use her discretion to take the matter forward in a way in which the committee could come back and reach a consensus.

8.37 The Chair responded that she would consider another meeting if she felt that members would not vote in exactly the same way as they had voted at this meeting. That would negate the point of having another meeting. Councillor Bell commented that if there was another meeting and he was presented with the facts as laid down by the Lead City Regeneration Programme Manager he would change his point of view and how he might potentially vote. Councillor Gibson stated that he was enthusiastic about building new council homes. He saw having another meeting a way of achieving that aim. He wanted to support a majority view that would enable those council houses to be built.

8.38 The Chair stressed that if there was to be another meeting it was important to have the same membership as today's meeting.

8.39 Members voted on having a reconvened meeting this was unanimously agreed.

8.40 **RESOLVED**

(1) That a decision be deferred for consideration at a reconvened meeting of the Housing & New Homes Committee. This reconvened meeting is to be scheduled to take place in time for the decision to be considered by the Policy, Resources and Growth Committee meeting on 13 July 2017.

9 NEW HOMES FOR NEIGHBOURHOODS MODULAR PILOT - Y:CUBE PROPOSAL

9.1 The Committee considered a report of the Executive Director, Economy, Environment and Culture which sought approval to lease the Eastergate Road site to YMCA DownsLink Group in order for it to develop (subject to planning) 21 Y:Cube homes to let within affordable rent levels as transitional accommodation to help young, single young people from Brighton & Hove move towards fully independent living and to which the council would have 50% nomination rights. The report was presented by the Estate Regeneration Project Manager who showed slides of the site and proposed scheme.

9.2 Councillor Mears considered it an excellent scheme which her group would support. She acknowledged that the site was challenging but considered that the proposal from the YMCA was ideal for young people and would give them a sense of purpose.

9.3 Councillor Moonan thanked officers for the report. She considered it an excellent scheme and an exciting partnership with the YMCA.

9.4 Councillor Gibson commented that he had visited the Y:Cube scheme in Mitcham and found it very pleasant accommodation. His group supported the scheme wholeheartedly. Councillor Gibson stated that he would like to see more non-traditional design. It would be even better if the schemes were produced by the council. Councillor Gibson noted that there had been good consultation with the community.

9.5 The Chair stated that she was a ward councillor and welcomed this new innovative way of housing young people in the city.

9.6 **RESOLVED:-**

That Housing & New Homes Committee recommend to Policy, Resources and Growth Committee:

- (1) That the land at Eastergate Road, Brighton as identified in the plan at Appendix 1 be made available for leasing for the development of affordable rented housing.
- (2) That there be delegated authority to the Executive Directors for Economy, Environment & Culture, Finance and Resources and Neighbourhoods, Communities & Housing (in consultation with each other) to enter into the necessary contracts with YMCA DownsLink Group to lease the largely cleared council housing garage site at Eastergate Road, Brighton in order to secure the building of modular Y:Cube homes for affordable rent by the YMCA. The granting of the lease is subject to YMCA DownsLink Group obtaining planning consent, funding and entering into a nominations agreement with the council.

10 HOUSING MANAGEMENT IT SYSTEM PROCUREMENT

- 10.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which sought formal permission for Brighton & Hove City Council to conduct a procurement process and award a new housing management IT system contract for a period of 5 years with an option to extend by 2 years. The report was presented by the Head of Income, Involvement & Improvement accompanied by the Housing Strategy & Enabling Manager.
- 10.2 The Head of Income, Involvement & Improvement referred to paragraph 5.3 which stated that once a system was procured, council tenants and leaseholders would be invited to work with the council on the customer online portal to ensure that it provided the functionality and transactions that would be of most value to residents accessing council information and services online. In addition it was suggested that there should be a cross party group of members to look at what councillors would want with regard to IT systems, along with focus groups with residents.
- 10.3 Councillor Mears asked for clarification regarding changes in the investment figure. If there were any changes through the procurement process, the Committee should be informed. Councillor Mears considered cross party involvement was a good way forward.
- 10.4 The Head of Income, Involvement & Improvement replied that the report was seeking budget approval for £1.2m which would come from reserves and that the £1.2m would meet the cost of the software and licencing plus the implementation of the system. In paragraph 7.3 officers were highlighting that the HRA currently funded the annual support costs and the maintenance costs – the day to day costs of the current system - which officers believed would be similar and translate into the new system. If the project costs changed officers would report back to Committee.
- 10.5 Councillor Phillips asked if the supplier would report back to the Committee after five years to see whether the contract had been successful or not before potentially being extended for another two years. The Head of Income, Involvement & Improvement explained that officers could report back on how the system was working at any time.

10.6 Councillor Gibson stated although there was a budget of £1.2m which would come out of reserves, it was intended that £150,000 of that sum would be spent this financial year. Councillor Gibson was concerned that the council did not run down reserves unnecessarily in future years as a result of this decision. He asked if the money not spent this year would be included in the budget to be agreed in January or February. The Head of Income, Involvement & Improvement replied that the estimated £150,000 would be taken from reserves this year and when officers prepared the budget for next year they would specify the remaining amount.

10.7 RESOLVED:-

That Housing & New Homes Committee recommend to Policy, Resources & Growth Committee that:

- (1) The Executive Director Neighbourhoods, Communities & Housing is granted delegated authority to:
 - (i) Carry out a procurement of a new housing management IT system for council housing services and;
 - (ii) Award and let a contract with the preferred supplier for a period of 5 years with an option to extend by 2 years.
- (2) A budget of £1.200m for a contract for a new housing management IT system, funded by Housing Revenue Account reserves, is approved.

11 PROCUREMENT OF A NEW CONTRACT TO SERVICE AND INSTALL WARDEN CALL SYSTEMS IN SENIORS HOUSING

11.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which sought approval to tender a contract for the supply, installation, servicing and repair of Warden Call system equipment throughout the council's Seniors Housing properties, of which there are currently 22 schemes. The current contract would expire in January 2018. The proposal was to procure a new contract with a term of 4 years and an option to extend the arrangement for an additional 2 years. The new contract would continue to be managed by Housing Services. It was estimated that the value of the new contract over the total 6 year term would be between £850,000 and £950,000. The report was not called for discussion.

11.2 RESOLVED:-

- (1) That Housing & New Homes Committee recommends to Policy, Resources & Growth Committee that delegated authority is granted to the Executive Director with responsibility for Neighbourhoods, Communities & Housing, following consultation with the Executive Director of Finance & Resources to:
 - (i) Launch a competitive procurement process to secure a contractor to supply, install, service and repair all equipment needed to provide Warden Call systems in Seniors Housing;

- (ii) Award a contract with a term of 4 years to the bidder offering the best value in terms of price and quality;
- (iii) Approve an extension (or extensions) of the contract for up to a further period of 2 years if required and dependant on performance.

12 RESIDENT INVOLVEMENT REVIEW

- 12.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which provided an overview of the resident involvement review and made recommendations based on its findings to broaden resident engagement in Housing's landlord services. The report was presented by the Housing Services Operations Manager.
- 12.2 Councillor Moonan thanked all the residents for their valuable work on the report. As Chair of one of the Area Panels she looked forward to seeing how the review would result in improving meetings and setting agendas. Councillor Moonan commented that Chairs of the Area Panels should think of how they measured the success of the Panels and how they achieved what they set out to do.
- 12.3 Councillor Mears concurred with Councillor Moonan's comments. She was pleased to see that the Area Panels would be ongoing and stressed the importance of the review. Councillor Mears referred to Page 128, paragraph 3.13 of the report concerning the Tenant Scrutiny Panel. The Panel had been set up after the Housing Management Consultative Sub-Committee had been disbanded with the idea that tenants would be active in reviewing and scrutinising housing management and that they would be fully engaged. Councillor Mears and former Councillor Randall had attended a meeting with tenants and the Chair of the Scrutiny Panel where tenants had expressed the view that they were very unhappy with the way Scrutiny was being serviced. Tenants had expected to be fully engaged in scrutinising housing management and this never happened. The Panel had been serviced by one particular officer who worked really hard to help the tenants carry out this work. Tenants would have liked there to have been more than three service reviews but this was not possible.
- 12.4 Councillor Gibson set out an amendment from the Green Group as follows:
- “That the recommendation 2.2 is amended, with text added as shown in ***bold italics***, so that the report reads as follows:
- 2.2 Action 1 – a recommendation to ***continue with, and*** review the four Area Panels for the remainder of the municipal year, to develop more engaging agendas and to make recommendations at the end of this period to strengthen the formal resident involvement structure.”
- 12.5 The amendment was seconded by Councillor Phillips. The amendments were later accepted without a vote.
- 12.6 Councillor Gibson appreciated the hard work that had gone into the review, particularly by the tenants. The recommendations from the review needed to be taken very seriously. Councillor Gibson referred to Recommendation 34 – Star Survey. He

commented that this was an important opportunity for the Task and Finish Group to analyse the findings of the Star Survey and identify where service improvements could be made. Councillor Gibson noted that unhappiness with neighbourhood should be looked at. He suggested widening this to include the energies of the Area Panels as well. This would achieve a meaningful and measurable change by the time of the next Star Survey. He supported Councillor Moonan's comments about agreeing the outcomes.

12.7 **RESOLVED:-**

- (1) That the recommendations set out in the resident involvement review action plan in Appendix 1 of this report are agreed. These can be considered in two groups:
- (2) Action 1 – a recommendation to continue with, and review the four Area Panels for the remainder of the municipal year, to develop more engaging agendas and to make recommendations at the end of this period to strengthen the formal resident involvement structure.
- (3) Actions 2 – 34 a body of recommendations covering all aspects of resident involvement work.

13 **ANNUAL REPORT 2017**

13.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which presented the draft Annual Report 2017. An Annual Report had been provided to council tenants and leaseholders since 2010. The regulatory framework for social housing in England from the Homes and Communities Agency set out the requirements for the areas that must be covered in the report, these included, information on the repairs and maintenance budget, timely and relevant information, and support for tenants to build capacity and be more effectively involved. The report was not called for discussion.

13.2 **RESOLVED:-**

- (1) That the draft Annual Report 2017 to council tenants and leaseholders (attached as Appendix 1) is approved. The report will be sent to all residents with the summer edition of Homing In and will also be available to view on the council's website.

14 **HOUSING FIRST**

14.1 The Committee considered a report of the Executive Director, Health & Adult Social Care which explained how the council was currently implementing the Housing First model and how this could be developed in the future. The report was presented by the Commissioning & Performance Manager.

14.2 Councillor Atkinson stated that Housing First was a model of supported housing that needed to be considered but he needed to know more about how it could work locally. For example, would there be a local resident requirement? Councillor Atkinson commented that Brighton Housing Trust operated a very successful model with engagement and rehabilitation with the residents they took on board and they had a

basic code of conduct around behaviour. Councillor Atkinson was concerned at the unconditional aspect of Housing First. He suggested that there should be some limit on whether someone's behaviour was acceptable or not. The Commissioning & Performance Manager confirmed that all people involved in Housing First had to demonstrate a local connection and would be known to many services across the city. The rehabilitation model was one model for dealing with substance misuse. The harm reduction model had to be used for many of the very chaotic homeless clients presented to the council. They needed to be stabilised before they were able to take part in the Rehabilitation model. If they were living in stable accommodation they would be more likely to be stabilised.

- 14.3 Councillor Gibson commented he had seen figures that suggested that Brighton & Hove had around 98 rough sleepers with a local connection who the council should be accommodating and were waiting for a hostel place. The average wait was 10 months. Those rough sleepers on the street were deteriorating in that time. He asked if officers had any thoughts on how this could be overcome and how this desperate situation had been reached. Councillor Gibson stated that he was aware that Housing First was primarily targeted at entrenched rough sleepers. He had heard that Housing First had been quite successful in Canada with non-entrenched people. He asked for comments about that. Councillor Gibson further asked if the officer agreed that the fundamental problem was access to accommodation in which people could stabilise. He asked how something could be done about this. The Commissioning & Performance Manager explained that in terms of waiting list for hostels, demand had increased significantly as rough sleeping numbers had increased significantly since 2010. Officers were looking at various models and options. Officers were working with partners in trying to improve moving people on so people don't get stuck in hostels. Officers were also trying to ensure hostels received clients that were the best fit for them. By the end of the year hostels would be different supported accommodation services with specialist criteria. They would work in a very different way with clients. Demand outstripped the supply and she could not answer how this was dealt with. Canada and other places in America and Scandinavia had used Housing First to accommodate all their rough sleepers. In some cases they had eradicated rough sleeping. The Commissioning & Performance Manager thought that they had a different housing market. Some of it could be replicated but not all of it. If the government was keen on this as a model she would expect there would be funding to follow. She agreed that access to accommodation was difficult to all groups.

- 14.4 Councillor Mears asked how many hostel beds there were in the city. It was agreed that detailed figures be sent to the Committee. The wording appears below.

"The number of hostel beds in the city:

We currently commission the following 24 hour high support services: 25 beds for people with mental health issues and complex needs, 43 beds for young people, 273 bed spaces for single homeless people and rough sleepers."

- 14.5 Councillor Gibson set out an amendment from the Green Group as follows:

That the report recommendations be amended to insert the words as shown in **bold italics**:

2.2 Report back in to the committee in a year's time outlining the effectiveness and progress with the Housing First approach to housing rough sleepers.

2.3 That a further report be undertaken to identify the potential savings across the Council and other public service providers that are achievable from using additional properties for Housing First;

- That such a report is completed by November, in order that any savings identified can inform the budget process of 2018/19.

- 14.6 The amendment was seconded by Councillor Phillips.
- 14.7 The Executive Director, Neighbourhood, Communities & Housing requested that the report should be completed in January 2018 to allow enough time to provide the information required. This was agreed by members and Councillor Gibson stressed that the key aim was to inform the budget process.
- 14.8 The Committee voted on the Green amendment (further amended to state the report is completed by January 2018). This was unanimously agreed. The Committee then voted on the original recommendation which was agreed unanimously as amended.

14.9 RESOLVED:-

- (1) That the Committee note the content of the report which is provided for information only.
- (2) That there be a report back to the Committee in a year's time outlining the effectiveness and progress with the Housing First approach to housing rough sleepers.
- (3) That a further report be undertaken to identify the potential savings across the Council and other public service providers that are achievable from using additional properties in Housing First;
 - That such a report is completed by January 2018, in order that any savings identified can inform the budget process of 2018/19.

15 EXPLORING THE OPTION OF A TEMPORARY ACCOMMODATION BOARD

- 15.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which explored the options of creating a Temporary Accommodation Board to support residents in unsupported Temporary Accommodation, following a report produced by Justlife entitled 'Nowhere fast – the journey in and out of Unsupported Temporary Accommodation.' The report was presented by the Head of Temporary Accommodation & Allocations.
- 15.2 Councillor Mears thanked the Head of Temporary Accommodation & Allocations for the report. She had attended one of the meetings attended by senior officers; cross party members; health services and providers. It had been very helpful to see different organisations identifying the need to work more closely together.

- 15.3 Councillor Gibson commented that it was a welcome initiative. There was now a Temporary Accommodation Action Group that had a positive action focused agenda. He had attended the first meeting and thought it a very positive start. This was a real opportunity for the council to make very good use of the feedback from residents, input from providers, and from the agencies that were working to support residents.
- 15.4 Councillor Gibson proposed the following amendment which was seconded by Councillor Phillips:
- “That the recommendations are amended to insert the words as shown in ***bold italics***:
- 2.1 That Housing and New Homes Committee note progress ***and endorse the newly formed action group.***”
- 15.5 Councillor Moonan echoed the previous comments. It was good to see the process had started and she had high hopes for the meeting going forward. The Labour Group would be accepting the amendment.
- 15.6 The Chair stated that it was a very positive process and Justlife, who were taking the lead in setting up the Temporary Accommodation Action Group, were an excellent organisation who were able to support the residents in temporary accommodation.
- 15.7 Members voted on the Green amendment set out in paragraph 15.4. The amendment was unanimously agreed.
- 15.8 **RESOLVED:-**
- (1) That the Housing & New Homes Committee note progress and endorse the newly formed action group.

16 EVICTIONS FROM TEMPORARY ACCOMMODATION

- 16.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which looked into evictions from Temporary Accommodation and whether there is evidence to support the assertion that residents in temporary accommodation that lodge complaints about disrepair or staff conduct at their temporary accommodation are vulnerable to evictions. The report was presented by Head of Temporary Accommodation and Allocations, accompanied by the Housing Options Manager (Homelessness).
- 16.2 Councillor Atkinson thanked officers for the report. The evidence was comprehensive and it needed to be clear that abusive behaviour to staff was unacceptable.
- 16.3 Councillor Bell concurred with Councillor Atkinson. He endorsed the report.
- 16.4 Councillor Moonan referred to the previous report and asked how the two were linked. Meanwhile she hoped some of the issues could be addressed at the Temporary Accommodation Board.

- 16.5 Councillor Gibson agreed that it was a very helpful report that went into a great deal of detail. Councillor Gibson referred to the table on page 194 of the agenda which showed an analysis of evictions. He expressed concern that the number of evictions in the last quarter had increased significantly. He recommended that the table be replicated in one year's time in order to compare the tables and see if this trend could be stemmed. Councillor Gibson expressed concern that people were possibly lacking support at a vulnerable period of their lives. Councillor Gibson had received answers to questions he put to officers before the Committee. Some of these questions were asking about more details on the evictions and what was clear was that over the period of the year out of 398 properties, there had been 50 evictions (12.5%) which he felt was quite high. Councillor Gibson wanted to see that figure reduced. Councillor Gibson was concerned that two photographs attached to the report were the worst possible examples and they might be introducing a certain amount of bias into people's minds. He was also concerned that the case studies were not representative in the sense that they did not reflect the split between the cases where housing duty was discharged and housing duty was not discharged. They tended to be the worst cases.
- 16.6 Councillor Gibson set out an amendment from the Green Group as follows:
- “That the recommendations are amended to insert the words as shown in ***bold italics***:
- 2.2 To continue to monitor and update the eviction figures, with a follow up report to be produced in a year's time including an analysis of any trends in data***
- 2.3 That the Temporary Accommodation Action Group is asked to consider concerns from tenants that their involvement with the media has been a contributing factor in eviction, with any findings reported back to Housing and New Homes Committee.***
- 16.7 The amendment was seconded by Councillor Phillips.
- 16.8 The Head of Temporary Accommodation and Allocations explained that there were 900 plus placements. There had been 50 evictions from those 900 plus placements, not out of the 398 properties. Councillor Gibson took that point but stressed that the point he was making was over a period of a year in 398 properties there were 50 evictions and the eviction rate per property over a year was 12.5%.
- 16.9 The Housing Options Manager (Homelessness) confirmed that the photos were a typical sample and not the worst examples.
- 16.10 Councillor Hill confirmed that surgeries had been held for people in emergency accommodation in Windsor Court and Percival Terrace, along with ward councillors. There was one visitor to the first session and three or four attended the second surgery. That was an opportunity for people to raise particular issues.
- 16.11 The Director, Neighbourhood, Communities & Housing referred to 2.3 of the amendment. She was keen that the Temporary Accommodation Action Group was not seen as a council group. The Director expressed concern that if the Committee asked

the group to do something, it might not be what the group and Justlife wanted to do. The council's involvement was to be part of the group and listen. Councillor Gibson stated that the amendment was worded to ask the Board to consider. The Committee would not be demanding action.

16.12 Councillor Moonan asked if there was a comparator with any other local authority with regard to evictions. This was something that could go into future reports to give a benchmark. The Head of Temporary Accommodation and Allocations replied that the local authority did not have these figures. Brighton & Hove were very different in the way it provided temporary accommodation. This was not a matter in which local authorities reported on a regular basis and it was unlikely these figures would be available.

16.13 The Committee voted on the original recommendation which was agreed unanimously. The Committee then voted on the amendment as set out in paragraph 16.6 above. This was agreed unanimously.

16.14 **RESOLVED:-**

- (1) That the findings of the report are noted.
- (2) That officers continue to monitor and update the eviction figures, with a follow up report to be produced in a year's time including an analysis of any trends in data.
- (3) That the Temporary Accommodation Action Group is asked to consider concerns from tenants that their involvement with the media has been a contributing factor in eviction, with any findings reported back to Housing and New Homes Committee.

17 HOUSING MANAGEMENT PERFORMANCE REPORT QUARTER 4 AND END OF YEAR 2016/17

17.1 The Committee considered a report of the Executive Director, Neighbourhoods, Communities & Housing which covered Quarter 4 of the financial year 2016/17, alongside year end results. The report was presented by the Head of Income, Involvement & Improvement, accompanied by the Business & Performance Manager.

17.2 Councillor Barnett asked for an explanation of the role of a field officer. The Executive Director, Neighbourhoods, Communities & Housing explained that the proposal to have field officers was part of the neighbourhoods programme. The latest report on this matter would be submitted to the Neighbourhoods, Inclusion, Communities and Equalities Committee on 3rd July. Field officers would be geographically based officers who undertook low level enforcement. The Director could arrange for the Head of Libraries and Information Services to give a briefing or Councillor Barnett could be sent the papers. There was nothing that was agreed that would have any implication for any service at the moment, but potentially there would be implications for City Clean, Housing Services, Planning, Regulatory Services and Community Safety. Councillor Barnett stated that she would like the papers to be sent to her.

17.3 Councillor Bell commented on page 234, paragraph 4.3 – Average time to complete routine repairs (calendar days). This showed 21 days in Q4 and 20 at year end. Councillor Bell asked for an update and was sorry to see there was no Mears Ltd representative at the meeting. The Business & Performance Manager explained that

this information related up to the end of March 2017. The figures for April and May had much improved. The April figure was 17 days and the May figure was 15 days. The Head of Income, Involvement & Improvement commented that when officers looked at the benchmarking data it was noted that the end of year performance was two days slower than the average performance for other organisations that the council benchmarked against. It was three days slower than the top quartile.

- 17.4 Councillor Gibson thanked officers for the report and noted that it included many good results. He referred to paragraph 7.2 on the Tenancy Sustainment work which he thought was excellent and vitally important. Councillor Gibson commented that much of the value in performance monitoring was the benchmarking and comparing the city to similar councils. His concern remained that the city was not quite doing that. He would be seeking reassurance about that. There was a group of 10 other councils with a stock size of 10,000 dwellings or more. His concern was that the city was only just over that 10,000 and he was interested to know the average stock size of all the benchmarking groups. He noted that the benchmarking group included four London boroughs. He knew costs in London councils were higher and the issues were different. Councillor Gibson referred to paragraph 2.2 – Customer satisfaction figures which were reasonably below target. He asked for an update. The Head of Income, Involvement & Improvement explained that she could provide the information regarding the average stock size of the benchmarking group. Meanwhile, she stressed that there were many ways of benchmarking and the figures were to give an indication. It had been mentioned that costs were higher in London, but she stressed that wages were not necessarily higher. If the council was looking at employment or contract matters then there were similarities. For as many differences you might see in any benchmarking group there would be some similarities. In terms of Customer Service, there was not a current figure available as the survey was carried out every six months. The next survey would be carried out in September and officers could come back with that information.

17.5 **RESOLVED:-**

- (1) That the report which was circulated to Area Panel members on 25 May 2017 be noted along with the comments of the committee.

18 **ITEMS REFERRED FOR FULL COUNCIL**

- 18.1 No items were referred for information to Full Council.

The meeting concluded at 8.37pm

Signed

Chair

Dated this

day of

BRIGHTON & HOVE CITY COUNCIL

HOUSING & NEW HOMES COMMITTEE

4.00pm 28 JUNE 2017

COUNCIL CHAMBER, BRIGHTON TOWN HALL

MINUTES

Present: Councillor Meadows (Chair) Councillor Hill (Deputy Chair), Councillor Mears (Opposition Spokesperson), Councillor Gibson (Group Spokesperson), Councillors Atkinson, Barnett, Bell, Druitt, Lewry and Moonan

PART ONE

19 PROCEDURAL BUSINESS

19a) Declarations of Substitutes

19.1 Councillor Phillips substituted for Councillor Druitt.

19b) Declarations of Interests

19.2 There were none.

19c) Exclusion of the Press and Public

19.3 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.

19.4 **RESOLVED** - That the press and public be excluded from the meeting during consideration of Item 22 – New Homes for Neighbourhoods – Scheme Approval – Appendix 4 – Exempt Category 3.

20 PUBLIC INVOLVEMENT

Questions

20.1 There were none.

Deputation

20.2 The Committee considered the following deputation which was presented by Carrie Hynds:

(a) Deputation Lynchet Close Rent Levels

Supported by: Sheila Rimmer, Nichole Brennan, Carrie Hynds, John Hadman, Zoe Polydorou

Deputation to Housing and New Homes from the Living Rent Campaign

“We are here to urge the housing committee to agree to more affordable new council housing. Rents are too high for ordinary people to afford and live on in the city and we argue that public providers of housing (such as the council) should not be setting rents in relation to the market, but rents should be based on what people can afford.

We understand that each year on average 80 social rented homes are lost to the city through the right to buy. These homes are being replaced by so called “affordable rents” which are twice as much. But the council could replace some of these homes with rents much closer to ordinary council “social rents”.

We therefore ask the committee to consider building new homes at less than so called “affordable”, private sector or LHA rates (all these rates are linked to the private rental market rather than incomes. In contrast a living rent is linked to household incomes. Social rents are also set mostly in relation to incomes as are the council’s welcome concept of a “living wage rent”

If we take the middle income of households in the city and assume they should not have to spend more than a third on rent, then rents need to be less than £9,000 a year for middle earners and even less than £9,000 for half of households whose incomes are less than this. 10,000 households can only afford to pay social rents and many others not much more.

One option (option 5 in previous committee papers) would involve the council making no surplus from the new council houses over the first 40 years. Under this option two of the rents are around 60% more than council rents which is the level calculated by the Living Rent campaign as a “living rent” for Brighton and Hove. We urge you to support this option. This would be a historic step forward and the council would be setting an important example to others.

We also understand that there is an option to charge the same level of rents as the Joint Venture with Hyde “Living wage rents” and that charging these rents still generates a surplus for the council. This option enshrines the principle of linking rents to income and though the rents are a bit higher than our campaign calculates they should be, we support also this option. Partly as we accept that the higher rents are partly mitigated by the lower energy bills expected.

In general we ask that in providing new council homes that the committee as a matter of policy always consider providing rents at Living rents and Living wage rent levels. As a not for profit landlord, the council is one of the few bodies able to provide more

genuinely affordable rents needed by the lowest 50% of households in the city. It is vital you do this.”

20.3 The Chair responded as follows:

“Building new homes on council land is a council priority and essential if City Plan housing targets are to be met and the city’s ‘housing crisis’ tackled. Increasing the supply of housing is a primary objective in the council’s Housing Strategy 2015. The strategy identifies the lack of new affordable rented housing as a key issue for the city, and specifically the need for family homes.

The council recognises that market rents are high in the city and can be unaffordable to residents, especially those on lower incomes. It has capped rents on its own developments at Local Housing Allowance levels in response to this. The council is also taking action through initiatives such as the proposed Joint Venture with Hyde Housing which aims to provide 1,000 homes; 500 of which will have lower rents which are affordable to those on the National Living Wage. This is possible as they will be cross-subsidised by 500 Shared Ownership properties.

The council’s New Homes for Neighbourhoods programme addresses this undersupply by developing new homes on suitable council owned sites across the city in order to meet City Plan targets and housing need. To date, 34 council homes for affordable rent have been completed under the New Homes for Neighbourhoods programme. 131 are on site and will be completed in this financial year, another 12 have planning permission and over 100 more are in the pipeline.

In order to finance this programme, Housing and New Homes Committee and its predecessor Housing Committee have to date set Affordable Rents for new build council homes at the lower of 80% market rent or Local Housing Allowance (LHA) rates, in accordance with the council’s Tenancy Strategy. This followed analysis in a report to Housing Committee introducing the New Homes for Neighbourhoods estate regeneration programme in March 2013 that indicated the council could build five and a half new homes for Affordable Rent for every one new home at Target Rent.

When setting the level of affordable rents for the City the council has to take account of and balance the following factors:

- to maximise the number of homes built in the City that are below current market rents and are affordable;
- to minimise the subsidy made by the HRA towards new build schemes to ensure it protects the level of service and investment on current tenants’ homes;
- the need for consistency in rents across the City so that tenants pay the same rent for a new two bedroom home, for example, regardless of whether it is in a scheme that happens to be relatively more or less costly to develop. That can be argued to be fair and equitable to tenants;

- current Government policy limits the contribution that Right to Buy receipts can make towards new build schemes to 30% of the build cost which means that the HRA has to find the other 70%;
- It needs to minimise the amount of borrowing made by the HRA in order to stay within the borrowing cap set by Government. Currently the HRA can only borrow a further £14.3 million

Even at the current agreed level of setting rents at the lower of 80% market rent or (LHA) rates, subsidies have been required from the HRA for schemes agreed to date. This means that current and future tenants' rents make a contribution towards the new build schemes rather than rents being used for improving the landlord service or improving current homes.

Your deputation makes reference to the report on Lynchet Close, discussed and deferred at Housing & New Homes Committee on 14th June 2017 for which 6 options for rent were costed including some options for living wage rent. This scheme is unique in that for various rent options it makes a surplus for the HRA. However, even for this scheme, the report recommends either Option 1 or 2 be chosen, in order to maximise the surplus to the HRA. The reason for this is because all the other new homes for neighbourhood schemes have so far required a subsidy. Therefore, options 1 or 2, enables more funds to go back into the HRA to offset these subsidies. This scheme will be considered by the special Housing and New Homes Committee this evening.

So, in conclusion, the current level of affordable rents being the lower of 80% market rent or LHA rent, does mean the council can increase the numbers of homes built for rent below market rents in the city. These homes are built to a high specification with good thermal properties allowing these residents to benefit from lower energy costs."

20.4 Councillor Mears made the following points:

- The Lynchet Close properties were not affordable. There was a need to review build costs as well as rent levels.
- Councillor Mears understood the concerns expressed by signatories to the deputation.
- The council was only building for people on benefits and not for people just above that level.

20.5 Councillor Gibson made the following points:

- He was sympathetic to the Living Rent Campaign deputation and supported the objectives and central points.
- The council had to build affordable properties for working households and people whose wages are topped up by benefits. The Council was the only provider who could provide properties for this range of people.
- He supported the idea that the council could develop clear policies around affordability. He hoped that it could be agreed to link rents to household incomes.

20.6 Councillor Bell supported the deputation. Rents needed to be linked to people's earnings to enable the most vulnerable to obtain housing.

20.7 The Chair thanked Ms Hynds and the signatories to the deputation and wished them well for the future.

20.8 **RESOLVED:-**

That the deputation be noted.

21 NEW HOMES FOR NEIGHBOURHOODS – SCHEME APPROVAL - LYNCHET CLOSE

21.1 The Committee considered a report of the Executive Director, Economy, Environment and Culture which included the findings of the business case for eight new council homes for rent at a primarily HRA owned, grassed site at Lynchet Close, Hollingdean and sought scheme and budget approval to develop them. The implications of various rent options, including those requested in members' proposed amendments to the report circulated for the March Housing & New Homes Committee, were included in order for the Committee to agree the rent levels. The report also requested approval to appropriate a small strip of land from the council's Environmental Services department to the HRA in order to let the development proceed. The report was presented by The Estate Regeneration Project Manager and The Lead City Regeneration Programme Manager.

21.2 Members were informed that there was very little information to add to the report since the meeting on 14 June, but officers had added some clarity. This included information with regard to an agreed expected lower s106 planning contribution as set out in paragraph 3.11. This was a £14,000 decrease. New information was contained in paragraphs 3.12 and 3.13 of the report. Potential small savings had been identified. There was a new Appendix 4 which contained commercially sensitive information and was in Part Two of the agenda. Appendix 3 contained information with regard to rent option 4a which members had proposed at the 14 June meeting. There was additional information set out in the legal implications.

21.3 Councillor Gibson spoke in support of a Green amendment and made the following points:

- It was possible for the council to produce a scheme with low affordable rents. He mentioned a recent scheme produced by Lewes District Council as an example.
- The options the Green Group were proposing were over 40 years. Both options were good for the health of the HRA.
- The Green Group options would lead to affordable rents that were linked to household incomes rather than market rents.
- More policy guidance was needed. It was suggested that a report be commissioned for the next meeting with options for a rent setting policy
- The council was the only provider that could produce affordable homes and should do whatever possible to produce more affordable income related rents.
- There was a need to look at bringing down building costs and making housing more affordable.

- The key objection to the Green proposal was that it would lead to inconsistencies in rent levels. However, there were already massive inconsistencies with a range of rents being paid for a range of properties.
- It had been stated that the Green proposals would be vulnerable to challenge. The legal implications in the report contained helpful information. There were supporting strategies to justify a decision based on the amendment. (Paragraphs 7.12 and 7.13). Paragraph 7.15 provided information regarding case law that demonstrated that the council were entitled to charge different rents.
- Members were urged to support Option 4 or 5.

21.4 Councillor Gibson proposed the following amendment which was seconded by Councillor Phillips:

“2.1 That Housing and New Homes Committee approves:

(ii) One of the either Option **4** or Option **5** of the **seven** options for scheme rent levels as set out in Appendix 3 to the report, as follows:

Option 4: That the Committee agrees rents at 37.5% of the living wage rents calculation, equating to a cost of £219.23 per week for the proposed four-bed houses, and £164.42 per week for the two-bed flats, producing an estimated surplus of £241,000 over 40 years.

Option 5: that no net surplus is made on the homes over the first 40 years; (still accruing a surplus after this period) leading to an estimated rent of £206 per week for the proposed four-bed houses and £136 per week for the two-bed flats.

2.2 That a report be provided to the next Housing and New Homes Committee setting out the options for a ‘rent setting policy’ for new council homes, with consideration given to the following:

- applying rent level decisions on a scheme by scheme basis

- the rent level options of either LHA, ‘affordable’ rents, living wage rents (37.5%), living rent (60% more than target social council rents) or social rents.”

21.5 Councillor Mears made the following points:

- Paragraph 3.16 referred to tenant support for higher rents for new homes. This was identified at the City Assembly in 2012; however the property market had changed a great deal since then.
- Councillor Mears was confident no tenant would support Option 1.
- Clarification was sought as to whether private architects had been involved in the scheme before going in house (paragraph 3.6).
- Paragraphs 7.6 and 7.7 indicated that an independent valuation could lead to higher costs.
- The Conservative Group would not support Options 1 or 2 as the rents were not acceptable. Houses should be built that were truly affordable.
- The proposed properties were not affordable. Rent levels were too high. There was a need to build properties that were affordable to people on low incomes.

- 21.6 Councillor Barnett gave the example of two relatives who had recently bought property in another local authority that cost less than the build cost of the proposed properties. She questioned the build costs which she considered were too high and could not support. Her relatives' mortgage would be cheaper than the proposed rents.
- 21.7 The Lead City Regeneration Programme Manager confirmed that officers took forward schemes in a variety of ways. This scheme had been designed by internal architects; however early feasibility work had been carried out by outside architects. The outlined costs were an assumed figure and pricing of works packages now being carried out indicated they were on target at the current time. However, there was always the potential for costs to increase. The size and specification of the 4 bed properties was superior to volume house builders.
- 21.8 Councillor Bell made the following points:
- Reference was made to paragraph 3.23 regarding median annual household incomes. It was stressed that council housing should be for the most vulnerable and that there needed to be a change in mind-set. Build costs were extortionate.
 - There was a need for four bed affordable houses.
 - Officers needed to come back to committee with a clear strategy to achieve the aim of building affordable homes
- 21.9 Councillor Hill made the following points:
- She had received no complaints that council rents were too high, whereas numerous people in the private sector stated that rents were too high.
 - There was a housing crisis in the city and a shortage of homes. There was a need to provide desperately needed homes.
 - It was necessary to understand the impact of the Green amendment on the build programme.
 - It was unfair to have someone in a newer property paying less than another person in a smaller new build.
 - With regard to build costs, it was a false economy to use cheaper materials. The council was proposing this scheme to make the best use of the land to build houses, to maintain the homes cost effectively and to allow a surplus to enable more homes to be built.
- 21.10 Councillor Phillips stressed that the council already had schemes with social rents. The proposed scheme was not social housing. This view was echoed by Councillor Mears, who quoted rents that were considerably lower than the rents proposed for this scheme. Councillor Mears considered that build costs were too high. Meanwhile, she could not support the Green amendment as currently worded.
- 21.11 Councillor Gibson provided clarification regarding 2.2 of the amendment. The intention was for a report to include consideration of the options outlined. It was not intended to short circuit debate. Meanwhile, he stressed that if the scheme (as amended) was projected over 50 years it would produce a surplus.
- 21.12 Councillor Atkinson made the following points:

- Option 4 would lead to residents in existing three bedroom new builds paying more than the residents in the four bed houses. There would be no surplus if Option 5 was agreed.
- Both options affected the council's ability to build new houses.
- Rents should not be set in an ad hoc way. There was a need for comprehensive discussion.

21.13 Councillor Bell asked for clarification with regard to paragraph 7.1 of the report which stated that it was assumed that 30% of the development costs were met from retained Right to Buy (RTB) Receipts. The Lead City Regeneration Programme Manager stated that the government allowed the council to use Right to Buy receipts to fund up to 30% of the cost of new homes. It was confirmed that 30% of the scheme development costs would be met from Right to Buy receipts. The Principal Accountant confirmed that some Right to Buy receipts went to the General Fund.

21.14 At this point of the proceedings members decided they needed to ask questions with regard to Item 22 - Appendix 4 – Development Cost Briefing – Exempt Category 3. The press and public were excluded from the meeting during this discussion.

21.15 Following the discussion the meeting went back to open session at 5.54pm.

21.16 Councillor Hill stated that the Labour group could not support the Green amendment. She stressed the importance of having a proposal for Policy, Resources & Growth Committee. Councillor Hill proposed the following amendment which was seconded by Councillor Atkinson.

“2. Recommendations:

2.1 That Housing & New Homes Committee approves:

- The proposed scheme of eight new council homes at Lynchet Close, Brighton under the New Homes for neighbourhoods programme;
- Delete Options 1 & 2 and replace with Option 3. 40% Living Wage Rate for 4-bed houses and LHA rate for 2-bed flats.**

2.2 That the Housing & New Homes Committee recommends to Policy, Resources & Growth Committee to:

- Approve that the Environmental Services land marked with hatching in Appendix 1 be appropriated to the Housing Revenue Account for a nil capital receipt for planning purposes to enable the whole vacant Lynchet Close site to be developed for new council building.
- Approve a budget of £2.532m for the Lynchet Close scheme in the HRA Capital Programme which will be financed through a mixture of HRA borrowing and retained Right to Buy capital receipts.”

21.17 Councillor Mears stated that the Conservative Group wanted to propose an amendment which would support Option 4 and would request a report on build costs.

21.18 It was agreed to have an adjournment to allow the Labour and Conservative amendments to be copied and circulated. The adjournment commenced at 6pm and the Committee reconvened at 6.30pm.

21.19 Councillor Mears proposed the following amendment which was seconded by Councillor Gibson:

“Recommendations:

2.1 That the Housing and New Homes Committee approves:

- i. The proposed scheme of eight new council homes at Lynchet Close, Brighton under the New Homes for Neighbourhoods programme;
- ii. That rent option 4 is used for the scheme rent levels as set out in Appendix 3 to the report.

2.2 That Housing & New Homes Committee recommends to Policy, Resources & Growth Committee to:

- i. Approve that the Environmental Services land marked with hatching in Appendix 1 be appropriated to the Housing Revenue Account for a nil capital receipt for planning purposes to enable the whole vacant Lynchet Close site to be developed for new council building.
- ii. Approve a budget of £2.532m for the Lynchet Close scheme in the HRA Capital Programme which will be financed through a mixture of HRA borrowing and retained Right to Buy capital receipts.”

2.3 That the Housing & New Homes Committee requests a full report on housing construction costs be brought to the next meeting of the committee to inform the future programme.

2.4 That a report be provided to the next Housing & New Homes Committee setting out the options for a new ‘rent policy’ for new council homes.”

21.20 Councillor Moonan asked the Senior Lawyer how exposed the council would be if Option 4 was agreed. The Senior Lawyer explained that the further the council deviated from its custom and practice, the greater the risk. In practice she considered the risk was quite low.

21.21 Councillor Hill referred the Committee to exempt Appendix 3. The total of the 5th column of the table on page 35 of the agenda showed how much rental income could be lost each year if Option 4 was agreed.

21.22 Councillor Gibson stated that he would be withdrawing the Green amendment. He asked the Senior Lawyer if she felt that the principle of making a decision to agree Option 4 was a good and defensible basis to make a decision. The Senior Lawyer replied that

the committee needed to be objective. She thought it was a defensible position. Any challenge would only be for rents for this particular scheme.

- 21.23 Councillor Moonan asked about the position if the case went to judicial review. Could this result in other 2 bed rents being decreased or others being increased? The Executive Director Economy, Environment and Culture explained that if the tenancy was secure it would be difficult to increase rents.
- 21.24 Councillor Atkinson stated that he would welcome a workshop on building costs. The Assistant Director stated that a workshop could be provided along with a report on construction costs. He stated that it would be challenging for officers to produce a report setting out options for a new rent policy for new council homes in time for the next meeting. Councillor Mears stated that she appreciated that the report may not be able to provide detail at that stage and that a longer timescale may be needed.
- 21.25 The Chair expressed her disappointment that approval of rent option 4 would result in an unfair rent correlation.
- 21.26 The Committee voted on the Labour amendment. Four voted in favour and 6 voted against the amendment which was not agreed.
- 21.27 The Committee voted on the Conservative/Green amendment. 6 voted for Recommendation 2.1 (i) and (ii) and 4 against. Recommendations 2.2 (i) & (ii) 2.3 and 2.4 were agreed unanimously. The amendment was therefore agreed. Members voted on the original recommendations as amended and these were agreed unanimously.

21.28 **RESOLVED:-**

- (1) That Housing and New Homes Committee approves:
- i. The proposed scheme of eight new council homes at Lynchet Close, Brighton under the New Homes for Neighbourhoods programme;
 - ii. That rent option 4 is used for the scheme rent levels as set out in Appendix 3 to the report.
- (2) That Housing and New Homes Committee recommends to Policy, Resources and Growth Committee to:
- i. Approve that the Environmental Services land marked with hatching in Appendix 1 be appropriated to the Housing Revenue Account for a nil capital receipt for planning purposes to enable the whole vacant Lynchet Close site to be developed for new council housing;
 - ii. Approve a budget of £2.532m for the Lynchet Close scheme in the HRA Capital Programme which will be financed through a mixture of HRA borrowing and retained Right to Buy capital receipts.

- (3) That the Housing & New Homes Committee requests a full report on housing construction costs be brought to the next meeting of the committee to inform the future programme.
- (4) That a report be provided to the next Housing & New Homes Committee setting out the options for a new 'rent policy' for new council houses.

Part Two

22 NEW HOMES FOR NEIGHBOURHOODS – SCHEME APPROVAL - LYNCHET CLOSE (EXEMPT CATEGORY 3)

22.1 Members had the opportunity to ask questions on the Part Two appendix during the previous discussion (paragraph 21.14).

22.2 RESOLVED:

- (1) That the appendix and discussion is noted.

23 PART TWO PROCEEDINGS

23.1 RESOLVED -

That the appendix attached at Item 22 remains exempt to the press and public.

The meeting concluded at 6.47pm

Signed

Chair

Dated this

day of

DEPUTATIONS FROM MEMBERS OF THE PUBLIC

A period of not more than fifteen minutes shall be allowed at each ordinary meeting of the Committee for the hearing of deputations from members of the public. Each deputation may be heard for a maximum of five minutes following which, the Chair will speak in response.

Notification of 1 Deputation has been received. The spokesperson is entitled to speak for 5 minutes.

- (a) Deputation: A call for a review of procedures for mutual exchanges in Brighton & Hove.**

Spokesperson – Barry Hughes

Central Area Housing Panel Representatives to Housing and New Homes Committee 20th September 2017.

Supported by:
Martin Cunningham
Ann Ewings
John McPhillips
David Spafford
Carl Boardman
Jason Williams

Deputation: Central Area Housing Panel Representatives to Housing and New Homes Committee 20th September 2017. A call for a review of procedures for mutual exchanges in Brighton & Hove.

At the Central Area Resident Only Meeting held on 10th August a number of concerns were raised about the present procedures for mutual exchanges as conducted by B&HCC, and it was agreed that it was desirable that there should be a review of these processes in consultation with residents.

The following points were made:

1. Recent problems at Sylvan Hall indicate that properties are not inspected thoroughly before exchanges are allowed to proceed. There should be proper inspections done as part of the process for mutual exchanges.
2. Residents have been told by Housing Officers that properties 'do not have to be of a lettable standard'. This is not acceptable and should not be happening.
3. If out-going residents are in breach of their tenancy agreement then the exchange should not be allowed to go ahead.
4. Money owed by out-going tenants should be pursued, even if the individuals are no longer council tenants.

We would ask that the Housing and New Homes Committee instigate a review whereby the mutual exchange process, as it affects Brighton & Hove City Council properties, should incorporate an inspection process that truly ensures that the property inspected meets the Council's lettable home standard. If this standard is not met, or if there are breaches of the tenancy agreement, then the exchange should not be allowed to proceed.

We would also ask that the Housing Income Management Team should not only seek to recover arrears of rent but should also pursue recharges of other items, such as restoring properties to a liveable standard – whether "someone is still a tenant or not."

Thank you for listening.

Supplementary information regarding Mutual Exchanges.

Following the debate at the Resident Only Meeting it was agreed to put this item forward for discussion at the next Area Panel and at the Central Area Panel on 6th September Angela Barkby, Rehousing Officer tabled the following response to our concerns.

“From April 2015 the Re-housing team has been responsible for mutual exchanges. There is a procedure for inspecting properties and it is as follows:

1. A Mears surveyor and a Re-housing Officer attend a property inspection, along with a K&T gas contractor and a Mears electrician.
2. All inspections are to ensure properties meet the Council’s ‘lettable home standard’.

There are unusual circumstances where there may be a breach of the tenancy agreement. For example there are circumstances where it is in the best interest of the outgoing tenant to move. An example of this is when tenants are being subjected to anti-social behaviour from other residents and this is causing problems detrimental to their health. Another example may be that a tenant is unsafe at the property for reasons of domestic violence, hate crime or harassment. All cases are assessed individually and a refusal is only applied when solutions to tenancy breaches cannot be found e.g. extensive DIY has been carried out and there are no means of reinstating the property to its original state, tenants are subletting, there is a Notice of Seeking Possession in place and there is no attempt to settle this etc.

The Housing Income Management Team will always seek to recover arrears whether someone is a tenant or not.”

The voting representatives present at the Area Panel welcomed the response but noted that there is a contradiction between what the Rehousing Officer has said and experience on the ground. The council website and literature continues to point out, “remember that you could be taking on someone else’s tenancy so think about whether you can live in the property as it is when you view it.”

Representatives are also concerned that other Housing Officers are on record as saying that there is “No lettable standard for mutual exchanges” and that this is not fitting for an authority that claims that its properties meet the Brighton and Hove standard.

The mutual exchange process allows 42 working days for inspections to be carried out and this would seem to be sufficient time for those charged with carrying out the inspections to ensure that the terms of the tenancy agreement have not been breached. Recent direct experience would indicate that these inspections are not as rigorous or as thorough as we are led to believe.

Elsewhere, other local authorities are very clear that they will not let a mutual exchange go ahead if there are breaches of the tenancy agreement and they are supported in this by the Localism Act 2011, Schedule 14, “Grounds on which landlord may refuse to surrender and grant tenancies under section 158.” Ground 2 states, “This ground is that an obligation under one of the existing tenancies has been broken or not performed.”

Subject:	Housing Disabled Facilities Grant Policy		
Date of Meeting:	20 September 2017		
Report of:	Executive Director Neighbourhoods, Communities & Housing		
Contact Officer:	Name:	Martin Reid / Sarah Potter	Tel: 29- 0789
	Email:	Sarah.potter@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 Our cross tenure integrated Housing Adaptations Service (HAS) helps promote independent living, contributing to the health and well being of residents in the City, by enabling people to remain in their own home and delivering significant benefits to Health & Social Care. Our focus is on a prevention led approach, reducing re-active assessments and improving value for money. Our integration within Housing helps promote a housing options based approach, making the best use of existing adapted homes and commissioning of new accessible housing. In addition the service is responsible for the significant investment in major housing adaptations in council and private sector housing. In the last financial year (2016/17) the Housing Adaptations Service invested £2.5m (Housing Revenue Account & Disabled Facilities Grant) and delivered over 400 major housing adaptations to council and private sector homes while continuing to reduce the average cost of an adaptation.
- 1.2 This report outlines proposals for a policy under the Regulatory Reform Order (RRO) 2002 Housing Renewal to fund a wider range of housing interventions to more pro-actively help people living in the private sector with renewals, repairs and adaptations in their homes funded through Disabled Facilities Grant (DFG).

2. RECOMMENDATIONS:

- 2.1 That committee adopt the draft policy attached at Appendix 1 to introduce a programme of innovative housing interventions while also maintaining our statutory requirement to provide a Disabled Facilities Grant.
- 2.2 Note that the housing interventions will be delivered primarily in partnership with the local Home Improvement Agency (HIA).
- 2.3 Note the contribution to the wider strategic aims and promotion of independent living and well being for older and disabled adults and disabled children and their families.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 The Housing Adaptations Service is an integrated team of Housing Occupational Therapists (OTs) and technical officers, Home Improvement Officers (HIOs). It is responsible for the specialist assessment for all major housing adaptations (those costing over £1,000) and the administration of the Disabled Facilities Grant (DFG), a mandatory Housing grant subject to means testing that helps toward the funding adaptations in the private sector, and the delivery of major adaptations funded by the Housing Revenue Account (HRA) in council homes.
- 3.2 In 2016/17 the Service received 146 new DFG applications and completed 222 grants investing £1.3m in private sector housing adaptations. In council homes, accounting for 10% of all households in the City, the Service invested £1.13m, completing 183 major adaptations, funding some minor adaptations and equipment and working with a number of capital programmes to ensure an inclusive design approach.
- 3.3 The Service has significantly speeded up and simplified the access to OT assessment reducing waiting times and improving customer satisfaction overall. In addition, and with the focus on prevention, the Service dedicates Housing OT resources to work with Homemove and Re-housing teams to ensure the existing already adapted social housing stock is re-let to those with a matching need and works with Registered Provider partners, private developers and New Homes for Neighbourhoods on the specification and delivery of new wheelchair user and accessible homes
- 3.4 Demographic trends and an ageing population increase the demand for housing adaptations and highlight the importance of building on the preventative work we already do. Enabling disabled adults and children to live as independently as possible at home for as long as possible can significantly improve people's quality of life, deliver direct savings in relation to care costs, deferred entry into residential care and prevent unnecessary hospital admissions (*Better Outcomes, lower costs – ODI/University of Bristol*).
- 3.5 The RRO gives local housing authorities a general power to introduce policies for assisting individuals with renewals, repairs and adaptations in their homes through the DFG and to expand the scope of adaptations available under DFG to make use of the RRO the authority must have a formally adopted policy in place. The Government guidance can be found in: *ODPM circular 5/2003 Housing Renewal*.
- 3.6 In 2008 the Government made a number of changes to the way DFG is administered and ways it could be used including the removal of the ring fence in 2010 allowing the DFG to be used more flexibly and as part of wider strategic projects to keep people safe and well at home and to reduce bureaucracy. The full paper of the cross departmental review can be found in: *DFG: The Package of Changes to Modernise the Programme 2008*.
- 3.7 Although local authorities have had this power since 2008 Housing have had limited resources to make use of it. Housing previously topped up the DFG budget and under the Private Sector Renewal Policy (2008 – 11) *Warm, Safe,*

Health Homes funded a number of discretionary schemes including assistance to move and minor adapts grants. This capital programme ended in 2011/12.

- 3.8 Nationally the mandatory grant programme has been significantly increased from £220m in 2015/16 to £431m in 2017/18. The Autumn Statement 2015 contained a commitment to provide £500m by 2019/20 for DFGs, which it was estimated will fund 85,000 home adaptations in that year and giving local housing authorities the means to offer other forms of assistance to DFG applicants.
- 3.9 The DFG is a non-ring-fenced capital grant paid via the Better Care Fund, under the governance of the Health & Wellbeing Board, to local housing authorities. In 2017/18 the DFG capital grant in the City is £1.7m of which the Better Care Board has confirmed £1.53 m is transferred to Housing.
- 3.10 Good practice examples up and down the country are collated in a report by Foundations, the national body for home improvement agency and handyperson services: *Preparing a policy under the RRO Housing Renewal (V 1.10 December 2016)*.
- 3.11 The West of England Care & Repair case study *Reducing Delayed Transfers of Care Through Housing Interventions: Evidence of Impact (2007)* evidences the difference that funding for critical minor works, such as clutter clearance/deep cleaning, urgent home repairs, hazards removal, repairing heating systems /emergency heating, can have in enabling patients to be discharged from hospital to home more quickly, safely, freeing up hospital beds and saving time and money for health and care services.
- 3.12 It is proposed the local policy adopts a wide range of housing interventions to be delivered primarily in partnership with the local Home Improvement Agency, Mears Home Improvement Services, and potentially some services delivered using council services for private sector work with funding via the DFG.
- 3.13 The policy contributes to strategic aims of the council's Fuel Poverty & Affordable Warmth Strategy, developed in response to National Institute for Health and Care Excellence (NICE) guidance and Housing Strategy 2015 priorities: improving housing quality and improving housing support. It aligns to the Better Care Plan and its vision for our frail population to help them stay healthy and well by providing more proactive preventative services that promote independence and enable people to fulfil their potential.
- 3.14 The draft policy is attached at Appendix 1. Below is an extract setting out the local housing interventions proposed:

Relocation Grants - to support people eligible for a DFG where it is more suitable for them to move rather than remain in their existing property; relevant costs to be treated as eligible would be reasonable legal, estate agents fees, removal costs, necessary utility and service set up costs, and minor adaptations to make the property suitable. This would be applied in owner occupier and private tenant cases. Grant funding up to £20,000.

Hospital Discharge Grants – to support any older or disabled person being discharged from hospital, the grant is not specified, so any work that supports the discharge from hospital to home is eligible under the criteria. The West of

England Care & Repair study suggests minor works, such as clutter clearance/deep cleaning, urgent home repairs, hazards removal e.g. falls risks, heating systems repaired/ emergency heating can significantly reduce delayed transfers of care. Hospital discharge grants would not be subject to a means test. Grant funding up to £2,500.

Dispensing with the means test - to cover the most common adaptations carried out i.e. stair lifts and showers, the grant would not be subject to means testing. Grant limit set at £5,000. Any application above this would be means tested.

Warm, Safe Homes Grants - to help low income home owners and private tenants to quickly access financial assistance for a wide range of minor adaptations and repairs to reduce risks of accidents in the home, including electrical and gas safety, repairs or modifications to stairs, floors and steps, safety and security repairs, and boiler repairs or replacement, loft/cavity wall insulation, including loft clearance. Grant up to £5,000. In this case there is potential to use Housing's approved gas and electrical contractors to carry out safety checks, boiler repairs or replacement, recharged to the DFG

Handyperson services – to help with small building repairs, minor adaptations, general home safety checks and remedial actions, falls and accident prevention checks and remedial actions such as repairing floor coverings, security checks, installing locks, chains and spyholes. Grant limit £2,500. In this case there is potential to use Housing's Estate Services Team to deliver some handy person services in the private sector, recharged to the DFG.

Fast – track adaptations - to fund adaptations up to £5,000 assessed by other housing professionals such as housing options, Private Sector Housing Officers, typically straight forward adaptations that do not need the specialist assessment of a Housing Occupational Therapist (OT) and can be designed and delivered with the technical support of the Home Improvement Agency. Grant up to £5,000.

Making homes dementia friendly – the Prime Minister's Challenge suggests the DFG should be used to help people with dementia, to make changes to the home that would support them to live in their own home safely and for longer. Grant up to £2,500.

DFG fees - this proposed provision ensures fees, such as a structural engineer's input, for example, can be paid promptly, even if works do not go ahead and a mandatory DFG is therefore not approved. Grant up to £2,000.

Funding in Excess of the Maximum Amount - in the past Housing has "topped-up" where costs have exceeded the grant limit in England of £30,000. With DFG now forming part of the Better Care Fund it makes sense to consider amounts in excess of £30,000 as part of a single process. A maximum of £20,000 additional funding will be available considered on a case-by-case basis.

- 3.15 In addition while the vast majority of DFG applications are for people with physical disabilities we already use the DFG to fund works such as making homes safer for people with a learning disability with challenging behaviour.
- 3.16 In Brighton & Hove we already accept referrals from private Occupational Therapists (OTs) and on occasion other professional assessments such as specialist technical advice about the practicality of complex, major housing adaptations. The cost of these services and charges that relate to the application and the preparation for and the carrying out of works are already recoverable under the grant.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 It is a requirement under the RRO the local authority has a formally adopted policy in place which sets out how the authority intends to use its powers.
- 4.2 Without an adopted policy the authority is unable to assist people to meet their needs without going through the full DFG process.
- 4.3 Without a wider range of housing interventions being made available the DFG allocation transferred to Housing may not be fully utilised to the benefit of eligible residents. This is in part because of the improved value for grant and savings achieved as a result of measures put in place in 2015/16 to:
- re-focus on housing options as an alternative to costly and disruptive adaptations in appropriate cases, better managing the demand for retrospective major housing adaptations and the spend on mandatory grants.
 - achieve better value for grant by using the council's Adaptations Framework for the majority of all private sector, grant assisted works and significant reduce the average grant (from £8,557 in 2015/16 to £5,790 last year, 2016/17).
 - seek a greater contribution from Registered Provider partners in the City toward the cost of adaptations in their tenants' homes (In 2016/17 Registered Provider partners contributed £127k toward overall costs of grant assisted adaptations in their tenants' homes).
- 4.4 Not using the greater flexibility that allows the DFG to be used for associate purposes fails to make the greater contribution toward the health and well being of residents in the City and the potential savings to Health and Social care.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 Consultation about the range of proposed interventions within the Housing Adaptations Service and Children's Disability Service has been positive with OTs and grant administrators welcoming proposals to speed up and simplify the grant application process and include a wider range of interventions.
- 5.2 Consultation with the local HIA (August) has been positive with the HIA welcoming the opportunity to offer a wider range of services. The HIA contract specification includes the provision of up to date housing advice and support and expressly encourages the HIA to look at ways of providing a wider range of services to service users and to broaden its service user base acting as a coordinator for services not provide directly.
- 5.3 A consultation with other housing authorities within the East Sussex partnership is planned for August - September.

6. CONCLUSION

- 6.1 An adopted DFG Housing policy is necessary to us being to deliver a wider range of interventions clearly linked with Housing and other relevant strategies.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The 2017/18 capital budget for DFG is £1.530m and is funded through a government grant to the Better Care Fund which is passed over to the Housing General Fund Adaptations service. This grant has increased for both 2016/17 and 2017/18. The recommendations of this report to introduce a policy for assisting individuals with renewals, repairs and adaptations in their homes, will allow the grant to be used in a more flexible way, broadening the assistance given and ensuring that this new funding can be fully spent on contributing to the health and well being of residents in the City. This budget is monitored on a monthly basis as part of the council's Targeted Budget Management (TBM) process

Finance Officer Consulted: Monica Brooks

Date: 16/08/17

Legal Implications:

- 7.2 The Housing and New Homes Committee has delegated powers to discharge the council's functions as a housing authority. Article 3 of the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 authorises a local housing authority for the purposes of improving living conditions in their area, to provide assistance to any person

a) to acquire living accommodation

(b) to adapt or improve living accommodation (whether by alteration, conversion or enlargement, by the installation of any thing or injection of any substance, or otherwise);

(c) to repair living accommodation;

(d) to demolish buildings comprising or including living accommodation;

(e) where buildings comprising or including living accommodation have been demolished, to construct buildings that comprise or include replacement living accommodation.

The power to provide assistance in Article 3 cannot be exercised unless the authority have adopted a policy for the provision of assistance, they have given public notice of adoption of the policy and they have made a copy of it available for inspection, free of charge at their principal office at all reasonable times. The power must also be exercised in accordance with the policy.

The proposed policy falls within the limits of the 2002 Order. The Committee is empowered to adopt the proposed policy on behalf of the council.

Lawyer Consulted:

Name Liz Woodley

Date: 18/08/17

Equalities Implications:

- 7.3 The significant increase in funding and the introduction of a wider range of forms of assistance will positively benefit more older and disabled people, their carers

and families. It helps to promote choice, the choice to remain living at home as independently as possible for as long as possible, and supports independent living, providing financial assistance where old age and disability coincide with lower household incomes

Sustainability Implications:

- 7.4 The aims and objectives of the strategy have a significant impact on improvements to the health and wellbeing of some of the city's most vulnerable residents.

Any Other Significant Implications:

- 7.5 These are included in the body of the report where possible.

Crime & Disorder Implications:

- 7.6 None.

Risk and Opportunity Management Implications:

- 7.7 The total amount of capital funding committed to the policy is up to £400, 000 in 2017/18. This funding comes from the central DFG allocation via the Better Care Board. Because long term commitments are not known there will be an annual review of the policy. Assistance is available subject to funding.
- 7.8 The contract and case review management of the local Home Improvement Agency is managed by the Operational Manager Housing Adaptations through quarterly performance and management reports. The spend against agreed budgets is monitored on a monthly basis as part of the council's Targeted Budget Management (TBM) process.

Public Health Implications:

- 7.9 Strategically addressing the needs of older and disabled people will contribute to the prevention of falls and accidents in the home, ill health and excess winter deaths, reduce health and social inequalities and improve wellbeing and quality of life.

Corporate / Citywide Implications:

- 7.10 The policy contributes to strategic aims of the council's Fuel Poverty & Affordable Warmth Strategy, developed in response to National Institute for Health and Care Excellence (NICE) guidance and Housing Strategy 2015 priorities: improving housing quality and improving housing support. It aligns to the Better Care Plan and its vision for our frail population to help them stay healthy and well by providing more proactive preventative services that promote independence and enable people to fulfil their potential.

SUPPORTING DOCUMENTATION

Appendices:

1. full DFG Housing Policy document

Documents in Members' Rooms

1. full DFG Housing Policy document

Background Documents

none

DFG Housing Policy 2017 – 2020

Contents

1. Introduction
2. Policy Implementation & Review
3. Strategic Aims
4. Key Priorities
5. Capital Resources
6. What Assistance is being offered
7. Eligibility Criteria
8. Means Test
9. Amounts Available
10. Additional charges or fees
11. Application Process
12. Complaints and redress
13. Discretion on cases that fall outside of the policy
14. Key Service Standards
- 15 Appendices

1. Introduction

This policy sets out how the local authority intends to use its powers under the Regulatory Reform Order (2002) to introduce a wider range of housing interventions to promote independent living and well being. It sets out the assistance available for funding essential repairs to reduce injury and accidents in the home, to ensure homes are adequately heated and the scope of adaptations available under the Disabled Facilities Grant (DFG).

Importantly it aims to provide greater flexibility in how the DFG is used to help deliver wider strategic projects to keep people warm, safe and well at home and to reduce bureaucracy in the grant's administration.

2. Policy Implementation & Review

The policy will be in place from October 2017 to end March 2020.

This is in line with the Government's commitment in Autumn 2015 to increase national funding to £500m by 2019/20 for DFG (compared to £220m 2015/16, £394m 2016/17).

The policy will be made available on the council's website and a summary document available on request

It is subject to funding and annual review in line with the Better Care Board funding decisions and confirmation of the transfer of funding to Housing via the DFG.

An annual report will report on performance, setting out the spend against each intervention and outcomes using the person-centred outcome measures below:

- * I am enabled to remain independent for as long as possible
- * I am supported to have social connections and feel happy
- * I am enabled to stay well and maintain a good quality of life for as long as possible
- * I am able to access a range of community support to help me maintain my resilience and wellbeing
- * I have access to appropriate information and support to enable me to manage my long term health condition/s
- * I have access to appropriate advice and support to help me to avoid harm or injury

An earlier review may be necessary if performance or take up falls below the expected level to ensure the policy is delivering what it is intended for.

Any changes to the policy will be published on the council's website and a summary document available on request.

The governance of the policy and the assistance given will be with Housing. Annual performance reports will be subject to scrutiny at Housing & New Homes Committee.

3. Strategic Aims

The policy relates to national objectives for housing, as well as local strategies. These are summarised below:

National Strategic Context

Lifetime Homes, Lifetime Neighbourhoods ("Lifetime Homes, Lifetime Neighbourhoods, National Strategy for Housing in an Ageing Society," Communities and Local Government, February 2008) based housing in an ageing society on two

clear principles - being able to make choices that reflect lifestyle and circumstances and being able to remain living safely at home for as long as possible. The strategy with subsequent removal of the DFG ring fence enables local authorities to pool budgets and provide services that best meet local need.

The publication of the Government's Vision for Adult Social Care ("A vision for adult social care: Capable communities and active citizens Dept. of Health 2010) confirmed the Government's commitment to ensuring that personalisation will be at the centre of independent living for older and disabled people. Adaptation services and Home Improvement Agencies (HIA) are supporting the changes by adopting a more personalised approach and reducing the time taken to adapt as well as reducing costs through smarter procurement to help meet rising demand.

Funding for DFGs in England is now channelled into the Better Care Fund (BCF) One of the aims of the BCF is to achieve improved integration of care and support services. DFG funding in England for 2015/16 was £220m and increased to £394 million in 2016/17. The Autumn Statement 2015 contained a commitment to provide £500m by 2019/20 for DFGs and estimated that this would fund 85,000 home adaptations in that year, preventing 8,500 people from needing to move into a care home in 2019/20 (Autumn Statement 2015, para 1.109).

In the July 2012 White Paper, Caring for our future: reforming care and support, (HM Government, Caring for our future: reforming care and support, July 2012) the Government made a commitment to extend the work of HIAs and to work with Foundations, the national body for Home Improvement Agencies, to do more to reach out to a wider population and extend their service to more people who fund their own adaptations.

The Care Act 2014 obtained Royal Assent in May 2014. Section 3(1) of the Act places a duty on local authorities to carry out their care and support services with the aim of integrating those services with local NHS and other health services.

Local

Corporate Plan (2015 – 2019)

The policy meets Corporate Plan principles:

- Public accountability - working with, and answerable to, citizens and partners; strengthening partnership delivery arrangements.
- Citizen focused - making services simpler, more connected and more personal.
- Increasing equality – better coordination of council and other public services to tackle inequality and protect the most vulnerable people in society.
- Active citizenship - moving to more collaborative and empowering relationships with our diverse communities.

Sustainable Community Strategy Brighton & Hove Connected and Housing Strategy 2015.

The policy contributes to delivery of Housing Strategy priorities:

Priority2: Improving Housing Quality - work to improve housing conditions in private rented and owner occupied homes through renewal advice, assistance

and enforcement; improving Home Energy Efficiency, improving thermal comfort and reducing fuel poverty and CO2 emissions.

Priority 3: Improving Housing Support – through investment in a range of housing interventions, helping people remain independent helps to mitigate pressures on the more intensive and costly services provided by Adult Social Care, Children’s Services and Health.

Fuel Poverty and Affordable Warmth Strategy 2016 – 2020

The policy contributes to funding and delivery of Affordable Warmth Strategy priorities:

- Increase the energy efficiency of the City’s housing stock.
- Support residents struggling to pay their energy bills - through work with local advice agencies to ensure residents have access to advice on housing, benefits, money and energy.
- Work together to tackle fuel poverty through partnership and learning - through building upon existing networks to promote available support to all sectors, relevant organisations and communities across the city.
- Increase effective targeting of vulnerable fuel poor households and those most at risk of the health impacts of cold homes.
- To maximise resources and opportunities for tackling the causes fuel poverty.

Better Care Plan 2016

The policy contributes to the Better Care plan priorities that future service provision is:

- **Person centred** - designed around the individual and delivered close to home.
- **Proactive and preventative** - helping people stay healthy and remain independent.
- **Responsive and co-ordinated** - provided in a seamless way that minimises admissions to hospital.
- **Supportive** - when someone is admitted to hospital the system will support them to recover and return home as soon as they are ready.
- **Integrated** - with organisations working together in innovative ways to provide health and social care services.

4. Key Priorities

This policy sets out the local housing interventions in place to assist people with renewals, repairs and adaptations in their homes using DFG funding. The key priorities are to meet the needs of older people, disabled people or families with disabled children and to target accident prevention, relieving fuel poverty and assisting with hospital discharge.

5. Capital resources

The total amount of capital funding committed to the policy is up to £400, 000 in 2017/18. This funding comes from the central DFG allocation via the Better Care Board. Because long term commitments are not known there will be an annual review of the policy. Assistance is available subject to funding.

6. The assistance being offered

Assistance being offered	Eligibility criteria & conditions	Means test	Amount available
<p>Relocation Grants to support people eligible for a DFG where it is more suitable for them to move rather than remain in their current property</p>	<p>Eligible for DFG</p> <p>Available to owner – occupiers and private tenants where it is not reasonable or practicable to adapt to meet the disabled person's assessed needs</p> <p>Conditions: 1. Before proceeding with the process of moving, the property proposed as the new home must be confirmed as suitable by the council's Housing Adaptations Service. 2. Property to remain in owner-occupation for five years following the move. (not applicable for private tenants)</p>	<p>Subject to DFG means test</p>	<p>Maximum of £20,000 to cover the costs arising from the following: estate agents fees (limited to a maximum of 1.5% of the property value) stamp duty (limited to a maximum amount of £7,500) solicitors fees valuation fees mortgage arrangement fees removal costs necessary utility and service set up costs minor adaptations to make the property suitable</p>
<p>Hospital Discharge Grants to support any older or disabled person being discharged from hospital</p>	<p>Any older person aged 65 or over or disabled person being discharged from hospital to home - owner-occupier, private tenant or housing association tenant.</p> <p>Conditions 1. referral from adult social care or hospital rehabilitation/intermediate care teams, discharge coordinator, hospital social care team or Patient Advice and Liaison Service (PALS) 2 excludes packages of care funded by NHS continuing healthcare</p>	<p>Not subject to means test</p>	<p>Maximum of £2,500 The grant is not specified, so any work that supports the discharge from hospital to home is eligible under the criteria including: minor works, such as clutter clearance/deep cleaning urgent home repairs hazards removal heating systems repaired/emergency heating provided</p>

<p>Dispensing with the means test to cover the most common adaptations carried out i.e. stair lifts and level access showers</p>	<p>Eligible for DFG Adaptations assessed as necessary and appropriate, reasonable and practicable supported with an Occupational Therapist/OT Assistant recommendation.</p>	<p>Not subject to means test</p>	<p>Maximum of £5,000</p>
<p>Warm, Safe Homes Grants to help low income home owners and private tenants to quickly access financial assistance for a wide range of minor adaptations and repairs to reduce risks of accidents in the home</p>	<p>Available to owner-occupiers and private tenants where the household is in fuel poverty measured by the Low Income High Costs (LIHC) indicator i.e. they have fuel costs above the national average & spending this amount leaves them with an income below the official poverty line, or the household in receipt of Housing Benefit or any of the other 'passporting benefit' for DFG</p>	<p>Subject to means test</p>	<p>Maximum of £5,000 to cover costs arising from: electrical and gas safety checks and repairs repairs or modifications to stairs, floors and steps safety and security repairs boiler repairs or replacement loft/cavity wall insulation, including loft clearance.</p>
<p>Handyperson services – to help with small building repairs, minor adaptations, general home safety checks and remedial actions, falls and accident prevention checks</p>	<p>Available to owner-occupiers and private tenants</p>	<p>Subject to DFG means test</p>	<p>Maximum of £2,500 Home safety checks falls and accident prevention checks Remedial works such as: repairing floor coverings installing locks, chains and spyholes.</p>
<p>Fast – track adaptations - to fund adaptations up to £5,000 using other housing professionals such as Private Sector Housing Officers (PSHO) or Trusted Assessors,</p>	<p>Eligible for DFG Adaptations assessed as necessary and appropriate by a PSHO or Trusted Assessor supported with a written recommendation</p>	<p>Not subject to means test</p>	<p>Maximum £5,000 Straight forward adaptations that do not need the specialist assessment of an Occupational Therapist (OT) such as external rails door intercom & automatic door entry systems</p>
<p>Making homes dementia friendly – to help people with dementia, to make changes to the home that would support them to live in their</p>	<p>Any person diagnosed with dementia – owner-occupier, private tenant or housing association tenant Conditions 1 referral from adult</p>	<p>Not subject to means test</p>	<p>Maximum £2,500</p>

own home safely and for longer.	social care or hospital teams, advocate, voluntary and community sector 2 excludes packages of care		
DFG Fees Grant	Eligible for DFG. To cover reasonable professional fees and charges associated with the grant application where these are incurred, such as private OT fees where engaged to advise on what works are required and specialist technical e.g Structural Engineer fees or similar to determine if a DFG project is feasible.	Not subject to means test	Maximum of £2,000
Funding in Excess of the Maximum Amount – to fund adaptations in excess of the DFG grant limit £30,000	Eligible for DFG Considered on a case by case basis	Subject to DFG means test on grant up to grant limit	Maximum of £20,000

7. Additional charges or fees

The assistance is given as a grant for a specific purpose and no repayment required. Where there are conditions attached to the grant assistance these are explained in the table above.

Where the work is required to go through the local Home Improvement Agency (HIA) the grant will include reasonable fees. The fees attached to the assistance will be paid to the HIA on completion of the relevant work.

For the handyman services, charges for materials may be made or applicants may need to supply materials themselves.

8. Application process

Application will be by completing a short DFG application form and submitting this to the Housing Adaptations Service

- By email at: adaptations@brighton-hove.gov.uk
- post to : Housing Adaptations Service, Room G14, Hove Town Hall, Norton Road, HOVE BN3 3BQ

Where eligibility for assistance requires evidence or consents this must be submitted with the application form.

The application for grant assistance must be approved before the work can start.

Advice and assistance with the application process is available from the Housing Adaptations Service and the home improvement agency.

9. Complaints and redress

If you're not happy with the way in which we have dealt with an application please contact the Housing Adaptations Service in the first instance.

If we cannot put things right you can contact the customer feedback team at:

Email address: customerfeedback@brighton-hove.gov.uk

Phone: 01273 291229

Address: Customer Feedback Team,

Hove Town Hall

Norton Road

Hove

BN3 3BQ

10. Discretion on cases that fall outside policy

Applications which fall outside this policy will generally be refused. However, the council recognises that in certain cases it may be appropriate to approve such an application. In such cases, decisions will be made by the Assistant Director of Housing in consultation with the Chair of Housing & New Homes Committee.

11. Key service standards

Once the application is received we will notify the applicant of the decision as quickly as possible and in critical cases i.e hospital discharge cases, within 2 weeks. Assistance under the policy can be paid to the applicant, or to the Home Improvement Agency acting on the applicant's behalf.

Data protection, safeguarding procedures and equality standards will be fully complied with.

12. Appendices

None.

Subject:	Revised Tenancy Agreement		
Date of Meeting:	20 September 2017		
Report of:	Executive Director Neighbourhoods Communities & Housing		
Contact Officer:	Name:	Janet Dowdell	Tel: 01273 29-3191
	Email:	Janet.dowdell@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 To present the results of the statutory consultation carried out with all current council tenants on the adoption of a revised tenancy agreement for tenants living in council housing.
- 1.2 To present an amended draft of the revised tenancy agreement as a result of comments received during the consultation.
- 1.3 The Housing Act 1985 provides that secure tenancies can only be varied by either agreement with the tenant or by using the statutory procedure pursuant to s.103 of the Housing Act 1985 which sets out the process and time limits to be followed.
- 1.4 In reviewing the Tenancy Agreement we have had regard to the Tenancy Strategy 2013 approved at Housing Committee on 6 March 2013 and Tenancy Policy 2014 approved at Housing Committee on 12 November 2014.

2. RECOMMENDATIONS

- 2.1 That Housing & New Homes Committee note the results of the consultation exercise as detailed in Appendix 1.
- 2.2 That Housing & New Homes Committee note the summary of the proposed changes as detailed in Appendix 3.
- 2.3 That Housing & New Homes Committee agrees to the implementation in January 2018 of the revised Tenancy Agreement, attached at Appendix 2.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 It is important that a tenancy agreement is kept up to date in terms of legislative requirements and as well as these mandatory changes our current Tenancy Agreement has not had any significant update since 2009 and there are a number of clauses which could now benefit from change.

- 3.2 The Housing and Planning Act 2016 (HPA) received Royal Assent on 12 May 2016. The Act has introduced numerous amendments including changes to succession rights for all tenants which required updating our current Tenancy Agreement.
- 3.3 Commencement Orders for the relevant legislation were expected in autumn 2017 but these have been delayed and further advice on commencement is not anticipated before April 2018
- 3.4 However, the revised new tenancy agreement (Appendix 2) has been produced to update the current Tenancy Agreement, and accommodate future changes to succession if required.
- 3.5 Tenancies are varied by serving a Notice of Variation.
- 3.6 [Section 103 of the Housing Act 1985](#) prescribes the procedure to be adopted when varying the terms of secure and introductory tenancies.
- 3.7 The first stage is to issue a Preliminary Notice of Variation. The procedure in section 103 is that the terms of an existing secure tenancy may be varied by the Council by the service of a Notice of Variation on the tenant. However, before the Council can serve this Notice of Variation, the Council must firstly serve a Preliminary Notice which informs the tenant of the Council's intention to serve a Notice of Variation.
- 3.8 The Notice must specify the proposed variation/s and its effect/s and invite the tenant to comment on the proposed variation/s within a period considered reasonable by the Council. The Council must consider any comments made by tenants within the consultation period before deciding to serve the Notice of Variation.
- 3.9 Preliminary Notice of Variation letters were posted to all existing council tenants on 20 April 2017. Consultation ended on 12 June 2017.
- 3.10 Copies were made available in large print, Braille and Interpreters were available on request. An easy read document to accompany the Tenancy Agreement is currently in development to support residents with learning disabilities.
- 3.11 The Housing and Planning Act 2016 (HPA) also mandates phasing out secure lifetime tenancies and replacing them with new fixed term tenancies. This will apply to new tenancies only and will not be applied retrospectively. The implementation with the exact date is yet to be announced. The regulations to accompany this part of the Act have not been issued as yet and we await further information to clarify what the conditions of fixed term tenancies will be. However, the new revised secure tenancy agreement will provide a good foundation from which to develop the new fixed term tenancies. When we have a date confirmed for the implementation of fixed term tenancies we will bring a draft fixed term tenancy agreement to committee for approval.

4. CONSULTATION & COMMUNITY ENGAGEMENT

- 4.1 During 20 and 21 April 2017 a Preliminary Notice of Variation was issued to over 11,300 council tenants. This notice was the first stage of our consultation with tenants about the proposed changes to the Tenancy Agreement and gave tenants the opportunity to give feedback. Although not required to do so tenants were invited to give their comments in a variety of ways. These were:
- returning a feedback form
 - completing the survey on the council website
 - completing a feedback form either over the telephone or in person at a local housing office
 - Seniors housing could provide comments at a surgery in their scheme
 - emailing comments to the tenancy agreement inbox
 - by attending one or all of the five pre-arranged drop-in events across the city
- 4.2 An additional 57 new tenants who signed tenancy agreements during the consultation period between 22 April and 11 June 2017 were sent Preliminary Notice of Variations giving them the opportunity to comment on the proposed changes.
- 4.3 From 12 June 2017 and until the new Tenancy Agreement is implemented in January 2018, a letter will be included with all new tenant information at sign up stage. The letter confirms that due to the timing of their new tenancy, we were unfortunately not able to include them in the consultation process. The letter also confirms that the terms and conditions which they have signed up to will almost certainly change and their tenancy will change with it.
- 4.4 Documents accompanying the Preliminary Notice of Variation included a:
- Revised draft Tenancy Agreement
 - Summary of proposed changes
 - Feedback Form
 - Stamped addressed envelope

A longer version of the summary of changes document was also made available to tenants to either download from our website or request a copy from the Housing Customer Services Team.

- 4.5 The feedback form was split into eight sections to reflect the sections in the new Tenancy Agreement:
- Section 1 Introduction
 - Section 2 Your rent and other charges
 - Section 3 Repairs, maintenance and improvements
 - Section 4 Living in your home
 - Section 5 Being a good neighbour
 - Section 6 Seniors and extra care housing
 - Section 7 Ending your tenancy
 - Section 8 Your Rights

- 4.6 Tenants were able to say overall how much they agreed or disagreed with each section of the revised Tenancy Agreement and to say if there was anything else they thought should be included or anything that should be removed. Tenants were also able to provide any other additional comments they had on the revised Tenancy Agreement.
- 4.7 Tenants who required the Tenancy Agreement in a different format, different language or had difficulties with understanding the agreement were advised to contact the Housing Customer Services Team for assistance.
- 4.8 Tenants who had indicated they required documents in large print or Braille were issued with the necessary formatted documents.
- 4.9 We also advertised the forthcoming consultation in the March 2017 edition of Homing In which is a quarterly newsletter for all council tenants and leaseholders.
- 4.10 Between 15 May and 25 May 2017 drop-in events were held across the city at:
- Woodingdean Library, Woodingdean
 - Moulscomb Housing Centre, Moulscomb
 - Robert Lodge, Whitehawk
 - Friends Centre, Brighton
 - Portslade Town Hall, Portslade
- 4.11 Regular messages about the consultation and the drop-in events were posted on our webpage as well as facebook and Twitter.
- 4.12 **Consultation closed on 12 June 2017.**

5. PROPOSED CHANGES

- 5.1 The current Tenancy Agreement has been reviewed to take into account changes in legislation and good practice. There are a number of new sub-sections that have been introduced to the revised Tenancy Agreement to make it easier to identify clauses and also to introduce new clauses and to strengthen existing clauses.
- 5.2 The numbering, titles and layout of the revised Tenancy Agreement has been adapted to make the agreement easier to read and understand and more user friendly.
- 5.3 A separate new section specifically for Seniors and Extra Care housing has been added.
- 5.4 A new section which sets out the rights of tenants has been included. This allows tenants to see at a glance some of their rights such as the right to be consulted or the right to make improvements.
- 5.5 We also consulted with Housing staff, Legal Services and the Neighbourhood and Community & Tenancy Service Improvement Group - Service Improvement

Groups are a way for tenants and leaseholders to get involved in how housing services are run - on possible changes and the following are just some that have been proposed:

- Simplify of the wording of some clauses, clearer layout, expand and updated examples
- Include supplementary information relating to the tenancy agreement in the Tenant Handbook and the Repairs & Improvement Handbook and refer tenants to handbooks for further details. These handbooks compliment the Tenancy Agreement and are currently being reviewed to reflect the changes.
- New headings, subheadings and page numbers so that information is easier to find
- (1.1) Update the Data Protection & Information sharing statement so that it is aligned with the overall council Privacy Notice
- (1.1) Include a 'utilities disclaimer' confirming that we may share personal information with other agencies (for example law enforcement agencies or utility companies). *This is something we can do by law but we want to ensure this information is available to tenants at the start of their tenancy*
- (3.a) Modify wording to confirm that we are responsible for keeping the listed examples in repair and working order, to reflect the Council's obligations under the law
- (3.d, e, f) New clauses clarifying what repairs we are responsible for, when we will carry out certain repairs, confirming what we will insure and highlighting the tenants responsibility for insuring the contents of their home
- (3.i,k,l,o) New clauses to highlight tenant's obligations such as keeping the home adequately ventilated, not interfering with any fixture or fittings for electricity or gas supplies. Taking reasonable precautions to prevent flood damage, avoid storing goods around/near power inverter units if you have solar panel systems fitted
- (3.p) A new clause confirming responsibility for maintaining garden fences
- (3.r) Expanded the wording to confirm where the Council has notified the tenant that access is required and this is not provided, the Council will force access for the purposes of carrying out a service under the Gas Safety Regulations 1998
- (4.h) A new clause and examples confirming that you and anyone living with you must not commit or attempt to commit tenancy fraud. It confirms that tenancy fraud is a breach of tenancy
- (4.i) A new clause to confirm that during the tenancy you must not own or rent any residential property which it would be reasonable for you to live in
- (5.g) Update and expand the nuisance/ harassment clauses including the inclusion of a Prevent statement which confirms not allowing the property to be used as a platform for extremist activities or to publish/broadcast hate messages or to use social media/ other means of communication to post offensive/ abusive material

- (5.i) A new clause confirming requirements on keeping firearms
- (5.l) Reworded clauses on keeping pets and confirms permission will be required for each animal in line with our agreed Pets Policy
- (5.q) Minor changes to the wording to clarify that within shared areas permission must be sought for each and every mobility scooter
- (6) New section and clauses dedicated to Seniors and extra care housing. 'Extra Care housing' is similar to Seniors Housing but with social care provision on site
- (7.a) A new clause for joint tenants confirming that either tenant can end the tenancy by giving notice
- (7.g) Expand the clause outlining tenants responsibility for the disposal of their belongings and rubbish at the end of a tenancy
- (7.n) Revision of succession rights to mirror provisions of Housing & Planning Act 2016

6. CONSULTATION FEEDBACK

6.1 We received 615 responses to the consultation. This included feedback from postal surveys and the consultation portal. A further 37 comments were received via email and from the drop-in sessions.

6.2 Of the 615 responses a total of 527 additional comments were received on each section on the revised tenancy agreement. Attached at Appendix 1 is a summary of the additional comments received grouped into subject areas along with our response.

6.3 For those returning feedback from postal surveys and from the portal there was a high level of agreement for the changes in each of the sections. Between 84% and 92% agreed with most or all changes within each section. A full breakdown is in the following table 1.

Overall do you agree or disagree with the changes under section...					
	Agree with all	Agree with most	Agree with a few	Do not agree with any of them	Don't know
Welcome to your new home (n=580)	61%	26%	5%	2%	7%
Introduction (n=578)	62%	25%	5%	2%	5%
Your rent and other charges (n=589)	66%	21%	5%	2%	6%
Repairs, maintenance and improvements (n=590)	59%	25%	9%	2%	4%
Living in your home (n=583)	68%	21%	6%	1%	4%
being a good neighbour (n=592)	75%	17%	4%	1%	3%
Seniors and extra care housing (n=535)	67%	17%	4%	2%	10%

Ending your tenancy (n=569)	65%	23%	4%	2%	7%
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Table 1

6.4 The highest proportion of responses came from tenants in the over 64 age range.

What is your age - Grouped				
		Frequency	Percent*	Valid Percent**
Valid	18 to 24	5	1	1
	25 to 44	84	14	16
	45 to 64	209	34	39
	Over 64	236	38	44
	Total	534	87	100
Missing	No reply	78	13	
	Prefer not to say	3	0	
	Total	81	13	
Total		615	100	

* number of responses excluding e.g. 'don't knows'/missing

** number of responses including e.g. 'don't knows'/missing

6.5 The highest proportion of respondents was female.

What gender are you?				
		Frequency	Percent	Valid Percent
Valid	Male	252	41	44
	Female	321	52	56
	Other	1	0	0
	Total	574	93	100
Missing	Prefer not to say	1	0	
	No reply	40	7	
	Total	41	7	

6.6 What type of accommodation do you live in?

		Frequency	Percent	Valid Percent
Valid	A whole house or bungalow that is detached	16	3	3
	A whole house or bungalow that is semi-detached	108	18	19
	A whole house or bungalow that is terraced	49	8	9
	A flat, maisonette or apartment that is in a purpose built block of flats	361	59	64
	A flat, maisonette or apartment that is part of a converted or shard house	27	4	5

	Total	561	91	100
Missing	No response	54	9	
Total		615	100	

Note: The (valid) percent of respondents who live in a house or bungalow (31%) was similar to the proportion amongst tenants as a whole (33%), as was the case for respondents who live in a flat, maisonette or apartment that is in a purpose built block of flats (valid percent of 69%) compared to tenants as a whole (67%).

- 6.7 Additional comments from tenants included feedback about what more should be included and or what should be removed on the revised tenancy agreement.
- 6.8 Asked 'overall do you have any other comments about the revised tenancy agreement (for example: do you like the new layout, is information easier to find, do you find the language easy to understand, do you find the clauses easy to understand)'. A total of 137 responses were received with 64 (47%) saying it was clearer and easier to understand.
- 6.9 On the 3 August 2017 officers met with the Neighbourhood and Community & Tenancy Service Improvement Group to review the comments and discuss changes needed to the Tenancy Agreement. The feedback has been invaluable and has enabled officers and the Neighbourhood and Community & Tenancy Service Improvement Group to ensure that the agreement is fair and easy to understand.
- 6.10 All comments were taken into account when making changes to the revised tenancy agreement. The agreement was well received with only 2% disagreeing with the proposed changes. As a result of the positive feedback we do not propose to make any further key changes to the revised version of the Tenancy Agreement.
- 6.11 We will however, in response to tenant feedback, make minor changes to the layout including the wording on the following clauses:

Proposed change to Clause 2.b at consultation:

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. This usually takes place in April each year in line with government guidelines. We will still change your rent even if you do not receive this notice.

As result of consultation feedback we have amended to read:

Clause 2.b - 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 after which the changes in your rent will be implemented. This usually takes place in April each year in line with government guidelines

Proposed change to Clause 3.m at consultation:

If you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering with adequate underlay or insulation underneath it, to make sure that any noise, excluding normal day-to-day noise, could not and does not cause a nuisance to your neighbours. We will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

As a result of consultation feedback we have amended to read:

Clause 3.m –If you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, excluding normal day-to-day noise, does not unreasonably cause nuisance to your neighbours. We will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

Proposed change to Clause 5.g at consultation:

You or anyone living with you or visiting must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) colour, gender, nationality, religion, age, mental illness, disability, sexuality or for any other reason.

As result of consultation feedback we have amended to read:

Clause 5.g -You or anyone living with you or visiting you must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) ethnicity/race, gender reassignment, religion or belief, sex, sexual orientation, or for any other reason

- 6.12 Feedback on how we have used this information and the results of the consultation will be reported back to all residents in the autumn/winter edition of Homing In as well as on our webpage and social media.
- 6.13 The results of the consultation and revised tenancy agreement were presented at Area Panels on 4, 5, 6 and 7 September 2017.
- 6.14 Feedback from Area Panels was positive. They noted the results of the consultation and endorsed the revised version of the tenancy agreement and appendices.
- 6.15 A revised Tenancy Agreement is attached at Appendix 2. A summary of the tenancy agreement changes is attached at Appendix 3.

7. NEXT STAGE

- 7.1 The provision of good quality housing in the public sector is a priority for the Council and there is a commitment to achieve this by managing our Council homes efficiently. We need to ensure we have a comprehensive tenancy agreement, which covers all the areas of tenancy management and reflects the priorities that are important to the council and its tenants.
- 7.2 It is the responsibility of the landlord to make every effort to ensure that tenants fully understand their obligations within the Tenancy Agreement.
- 7.3 We have now produced a very good, clearer, and easier to read new Tenancy Agreement with updated examples and strengthened clauses

- 7.4 The next stage will be to implement the new Tenancy Agreement. We will write to all tenants issuing them with Notice of Variation, which will vary the conditions of tenancy. Enclosed with this Notice will be a document which summarises the changes and a copy of the new agreement. The Notice will give a date when the new Tenancy Agreement will come into effect, which will be at least 28 days from the date of the Notice. We anticipate the new agreement coming into effect in January 2018.
- 7.5 Any new tenants offered either an introductory or secure tenancy from that date will sign up to the new terms and conditions.
- 7.6 Existing tenants will not have to sign a new tenancy agreement; they will receive a written Notice (Notice of Variation) and a copy of the new Tenancy Agreement which they will not be required to sign.

8. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 8.1 The 2017/18 HRA revenue budget included £0.035m for the costs of reviewing and revising the tenancy agreement.

Finance Officer Consulted: Monica Brooks Date:24/08/17

Legal Implications:

- 8.2 The Housing Act 1985 provides that secure tenancies can only be varied by either agreement with the tenant or by using the statutory procedure pursuant to s.103 of the Housing Act 1985 which sets out the process and time limits to be followed.

S.103 Notice of variation of periodic tenancy.

(1) The terms of a secure tenancy which is a periodic tenancy may be varied by the landlord by a Notice of Variation served on the tenant.

(2) Before serving a Notice of Variation on the tenant the landlord shall serve on him a Preliminary Notice—

(a) informing the tenant of the landlord's intention to serve a Notice of Variation,

(b) specifying the proposed variation and its effect, and

(c) inviting the tenant to comment on the proposed variation within such time, specified in the Notice, as the landlord considers reasonable;

and the landlord shall consider any comments made by the tenant within the specified time.

(4) The Notice of Variation shall specify—

(a) the variation effected by it, and

(b) the date on which it takes effect; and the period between the date on which it is served and the date on which it takes effect must be at least four weeks or the rental period, whichever is the longer.

(5) The Notice of Variation, when served, shall be accompanied by such information as the landlord considers necessary to inform the tenant of the nature and effect of the variation.

The consultation period outlined in paragraph 3.9 satisfied the reasonable requirement in section 103 (2)

(c) The procedural requirements in subsections 103(4) and (5) will be satisfied by the steps outlined in Section 7 of the report.

Lawyer Consulted: Name Liz Woodley, Juliet Escombe Date 11/08/17

Equalities Implications:

- 8.3 Feedback from the consultation has been used to finalise the Equality Impact Assessment (EIA) on the revised Tenancy Agreement. The development of the new Tenancy Agreement has been taken with due regards to equalities and diversity issues and will be available in a range of formats to meet to meet tenants needs. No significant negative consequences from the new tenancy agreement relating to groups with protected characteristics were identified.

Sustainability Implications:

- 8.4 An effective Tenancy Agreement will contribute to the development of sustainable communities.

Crime & Disorder Implications:

- 8.5 The new Tenancy Agreement will positively contribute to preventing crime and the fear of crime by stating the types of anti social behaviour and harassment that is prohibited and the enforcement action that the council can take should such behaviour occur. Housing will also continue to work closely with colleagues in the Corporate Fraud Team to tackle tenancy fraud.

Risk and Opportunity Management Implications:

- 8.6 A Tenancy Agreement which does not provide clear detail on how we manage tenancies, risks loss of confidence and may leave us open to legal challenge and associated costs. Any risk and opportunity management implications will be considered under the EIA.

Public Health Implications:

- 8.7 Good housing promotes higher levels of health and wellbeing. Any public health implications will be considered under the EIA.

Corporate / Citywide Implications:

- 8.8 The provision of good quality housing in the public sector is a priority for the Council and there is a commitment to achieve this by managing our Council homes efficiently. A robust tenancy agreement which sets out the rights and responsibilities of tenants and the Council will enable efficient and effective management of our homes.

SUPPORTING DOCUMENTATION

Appendices:

Appendix 1: Tenancy Agreement Consultation- Summary of feedback

Appendix 2: Draft Tenancy Agreement 2017

Appendix 3: Tenancy Agreement Changes

Documents in Members' Rooms

None

Background Documents

Preliminary Notice of Variation

Draft Notice of Variation

[Housing and Planning Act 2016 \(HPA\)](#)

<http://www.legislation.gov.uk/ukpga/2016/22/contents/enacted/data.htm>

Letter 1 - Preliminary Notice to new tenants

Letter 2 – Information to new tenants after consultation

Revised Tenancy Agreement Consultation - All Feedback

Current Tenancy Agreement (2015)

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Welcome to your new home

QA1. Overall do you agree or disagree with the changes under 'welcome to your new home' in the revised Tenancy Agreement?

		Frequency	Percent*	Valid Percent**
Valid	Agree with all	352	57	61
	Agree with most	151	25	26
	Agree with a few	27	4	5
	Do not agree with any of them	12	2	2
	Don't know	38	6	7
	Total	580	94	100
Missing	No response	35	6	
Total		615	100	

* Number of responses excluding e.g. 'don't knows'

**Number of responses including e.g. 'don't knows'

QA2. Is there anything else you think should be included in the section 'welcome to your new home'?

Comment (verbatim)	Response
A check periodically to see the new tenant is following guidelines. Once after 3 months and one 9 months on. This is when all problems have surfaced, if any.	This is already in place through our Introductory Tenancy process.
Explain what a secure tenancy is under the Housing Act 1985 (as amended).	A secure tenancy is the usual type of tenancy granted by a local authority landlord. It is usually a life time tenancy. As long as the tenant lives there, the landlord can only take the tenancy back if the court grants an order for possession. A tenant enjoys certain rights set out in law. We will include an explanation of what a Secure Tenancy is under the Housing Act 1985 (as amended) in our review of the Tenant Handbook.
How are you supposed to know what type of tenancy you have unless	Everyone is told at the time of signing their tenancy. You are given a

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

you are told at the time of signing?	copy of the tenancy agreement which clearly indicates which type of tenancy you have. We will hold a copy of the agreement.
In the drive towards online/digital services, perhaps reword the contact options at the end of paragraph to "please go to www... or contact customer services" instead of other way around.	We have amended the wording on the Welcome to your new home section to 'Please go to www.brighton-hove.gov.uk/council-housing or contact the Housing Customer Services Team for further information'.
List of services, amenities, emergency services, disability. BHCC Council number/email address etc	The Tenant Handbook has a list of useful contacts which we hope you find helpful.
The sentence beginning "It is important ..." could perhaps come after the introductory sentence. Information regarding legal action by tenant or council would then all be together.	Thank you for your suggestion but we the council and the tenant service improvement group feel its best placed where it is presently.
QA3. Is there anything you think should be removed from the section 'welcome to your new home'?	
I realise there are reasons to keep such rules but I find it diminishing and patronising that I should be compelled to tell the Council when I go to hospital or if I will be away for a certain period of time.	As the landlord we may need to contact you in the event of an emergency/or to conduct a gas safety inspection. If you are away for a period of time neighbours might think you have left and the Council might be requested to take action against you. Therefore we need to know if you are going to be away for any length of time.
Joint tenancies, that if one joint tenant leaves the home, both tenants are responsible for the conditions until the tenancy ends. Not fair	In law joint tenants have joint responsibility for the terms and conditions of the tenancy. We are trying to make this clear even when one tenant leaves.
The part in H of 3. Repairs, maintenance and improvement needs to be looked at again. Council properties are not being brought up to standard before the new tenant moves in, and the bulk of council properties are in a poor standard. By putting the prospective tenant in the position of basically being forced to accept a property as is, council are at risk of being successfully challenged in court regarding this expectation. To bring my flat up to an acceptable standard will cost me £3850, which includes "minor repairs" to doors which are too big for the frames, but which council consider the tenant's responsibility. These things need to be clarified before tenancy is offered due to the fact that properties are being given to tenants in substandard decoration, and the tenants are then expected to effect the repairs.	We received a number of responses from residents that were not happy with the condition of properties when they moved in. When a move is as a result of a mutual exchange we will carry out checks on gas systems. For newly let properties we will carry out repairs to the council's lettable standard. Unfortunately this does not include decorating properties or providing carpets/flooring with the exception of the kitchen and bathroom.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

1. Introduction

Q1a. Overall do you agree or disagree with the changes under 'introduction' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	360	59	62
	Agree with most	146	24	25
	Agree with a few	30	5	5
	Do not agree with any of them	11	2	2
	Don't know	31	5	5
	Total	578	94	100
Missing	No response	37	6	
Total		615	100	

Q1b. Is there anything else you think should be included in the section 'introduction'?

Comment	Response
Doesn't actually mention 'Right to see your Housing Records' as mentioned in Summary of Changes. Should be mentioned under 'Data Protection & Information Sharing'.	We have noted your comments and will update the Introduction section to include the rights to see your personal housing file (as stated in Section 8.c of Your Rights).
Explain under what circumstances utility companies may have information.	We may supply utility companies with personal information at the start of the tenancy/ when a tenant has left leaving an unpaid utility bill. Information is contained within the tenancy agreement and will also be included in the revised Tenant Handbook.
Include details of Data Protection Act & its specific requirements (plus year). The council's duty to prevent fraud etc should be named eg is this a legal requirement?	Data Protection Act 1998 gives individuals certain rights regarding information held about them. It places obligations on those who process the information (data controllers) whilst giving rights to those who are the subject of that data (data subject) The Council is a data controller and must comply with the principles of good information

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

	handling practice. The Council works with agencies such as the National Crime Agency and the Social Housing Tenancy Fraud Project using data matching exercise to identify unlawful subletting and other fraud. There is also a section in the Tenant Handbook which will be updated in the review to include further requirements.
Q1c. Is there anything you think should be removed from the section 'Introduction'?	
No comments were made.	

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

2. Your rent and other charges

Q2a. Overall do you agree or disagree with the changes to our and your responsibilities under ‘your rent and other charges’ in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	390	63	66
	Agree with most	123	20	21
	Agree with a few	32	5	5
	Do not agree with any of them	9	1	2
	Don't know	35	6	6
	Total	589	96	100
Missing	No response	26	4	
Total		615	100	

Q2b. Is there anything else you think should be included in the section ‘your rent and other charges’?

Comment	Response
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 2.b You should ensure that people DO receive notice when rent is increased, otherwise, this could lead to arrears. 2f not well worded! A timescale should be given. It looks as if, should a tenant owe you money or be slightly late paying rent, you could [text missing] • Changing the rent without giving notice shouldn't be done • I do not agree that the tenant should not be informed in writing when weekly rent and charges have changed. • If tenants are not going to be informed of a rent increase in writing as stated, how will they be informed? This has not been stated and is unclear. 	<p>By law we are required to provide at least four clear weeks notice before increasing or reducing the rent. We are unable to guarantee that we will provide additional notice due to when we receive notifications of changes (in line with government guidelines). We have added this information and hope this will assist tenants with planning for changes in their rent and other charges. As part of the annual changes to rent levels all tenants are sent a letter giving at least 4 week's notice which provides information about the changes and a breakdown of the individual new year rent and services charges that the tenant will need to pay from April. Alternative formats for this letter are available and we do everything we can to ensure that all tenants receive this very important information. There may be other instances</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<ul style="list-style-type: none"> • Ridiculous that the responsibility to inform the tenant has been removed. This would never happen with private landlords, so why should this be acceptable from local council. • We should receive notice of increases in rent when they happen. • We should still be notified if there is a change in rent/other charges. I feel more confident and secure with a paper copy and won't go into debt that way. 	<p>where charges are changed, added or removed at other times of the year. Four week's written notice, advising of the reason, will always be given for any changes to rent or other charges.</p> <p>However, in order to try and make it clearer for you we will reword clause 2.b to read '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 after which the changes in your rent will be implemented. This usually takes place in April each year in line with government guidelines'.</p>
<p>2f "We may serve you notice" and in Section 1 Introduction Data Protection "overall council notice" - if I didn't understand the UK legal system or maybe English wasn't my first language, I might be confused. Could you explain what a "notice" is?</p>	<p>By law the Council is required to serve a notice warning the tenant of its intention to take legal action. These are legal documents. There are different types of notices for introductory and secure tenancies. We will provide an explanation of "we may serve you notice" within our Tenants Handbook.</p>
<p>Can I use standing orders to pay the rent?</p>	<p>Yes paying by standing order is another simple way to pay your rent if you have a bank or building society account. Further information on this and other ways you can pay your rent can be found in the Tenant Handbook.</p>
<p>Clarification needed re 2f at what stage "notice re court order to regain possession" would be served eg after 2 warning letters? that give tenant change to make offer to pay off debt.</p>	<p>There is a section in the Tenant Handbook which outlines what to do if you are finding it difficult to pay your rent and what will happen if you do not pay your rent.</p>
<p>Does this mean the rent will only increase yearly?</p>	<p>The majority of the time the rent will only increase or decrease annually but please see our response to 2.b above for other instances where an increase or decrease will occur in addition to that.</p>
<p>It is unfair if somebody's financial circumstances prevent or force him not to pay, as he must, and it should lead to him becoming homeless, which creates more serious social problems in the community.</p>	<p>Please be assured that we do everything we can to prevent eviction and have one of the lowest eviction rates in the country.</p>
<p>Some clearer information about how you pay your rent and setting up a direct debit.</p>	<p>The section 'Your rent & other charges' of the Tenant Handbook' gives further information on how you can pay your rent including information on setting up a Direct Debit. Information is also provided on the website http://www.brighton-hove.gov.uk/content/housing/council-housing/council-housing-rent which includes signposts for the Housing Income Management Team and links to rent forms/leaflets.</p>

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<p>Tenants should be given independent help/advice before court proceedings are even considered. This should commence at a pre-determined level (eg 4 weeks rent arrears).</p>	<p>Tenants are offered independent help/advice via the Money Advice Plus service. There is a section in our current Tenant Handbook called 'What should I do if I have rent arrears' and we will update this to include information on our process and protocol.</p>
<p>Tenants shouldn't be held responsible for rent arrears due to Housing Benefit being paid late (when it's not the tenant's fault). This is going to be a big issue when Universal Credit comes in.</p>	<p>We will do everything we can to advise and support tenants who are adversely impacted by national changes to the welfare benefit system. However, without rental income we would be unable to maintain services and the housing stock. We cannot create different recovery processes for tenant negatively impacted by Universal Credit or Housing Benefit. However, we can and do offer additional support to tenants experiencing difficulties irrespective of cause. We will include this in the Tenant Handbook.</p>
<p>The council could incorporate an actual team that could help keep disabled people in their home. Instead of eviction, tenants should have time to pay & if housing benefit claimed it should be sent direct to council. It would protect the most vulnerable.</p>	<p>If you are having difficulty paying your rent, please contact the Housing Income Management Team. We refer vulnerable tenants who are struggling to maintain their tenancies to our team of Tenancy Sustainment Officers who will work with them to help them remain living independently in their own homes. We are proud of the high success rate of 98% for cases dealt with by this team during 2016/17. We provide information on where to get help and support in the Tenant Handbook.</p>
<p>You have changed "we offer a number of ways to pay". I find clause F extremely threatening considering people find themselves in difficult circumstances sometimes and cannot keep up their payments. F is worded to make the council seem heartless & greedy.</p>	<p>We are sorry you find this clause threatening. However, we have an obligation to inform tenants of the possible consequences if they fail to pay their rent and additional charges the courts may impose.</p>
<p>Q2. Is there anything you think should be removed from the section 'your rent and other charges'?</p>	
<p style="text-align: center;">Comment</p>	<p style="text-align: center;">Response</p>
<p>Clause F The part of cancelling a tenancy for delay or arrears in rents.</p>	<p>This clause will remain in the tenancy agreement due to our obligations to collect rent.</p>

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3. Repairs, maintenance and improvements

Q3a. Overall do you agree or disagree with the changes to our and your responsibilities under 'repairs, maintenance and improvements' in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	348	57	59
	Agree with most	150	24	25
	Agree with a few	55	9	9
	Do not agree with any of them	12	2	2
	Don't know	25	4	4
	Total	590	96	100
Missing	No response	25	4	
Total		615	100	

Q3b. Is there anything else you think should be included in the section repairs, maintenance and improvements?

Comment	Response
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 3e. "We will carry out repairs.....etc" Should read - "We will carry out repairs for which we are responsible within an acceptable time, giving priority to emergency repairs and in line with current Government legislation. Tenants will be issued a Repair Notice with details of the repair, and a timescale within which the repairs will be completed." • Define "certain time" in clause 3f OR this should be revised to "reasonable time" 	<p>The council has a range of times for completing repairs. In general, emergency repairs which may impact on the safety of the resident or significantly damage the property should be attended to within 24 hours. Other routine repairs operate on an appointment to the resident's convenience but within 20 working days. Some more complex repairs which involve agreements with neighbours or planning permission may take up to 90 days. These guidelines are published in the council's Repairs and Improvements Handbook.</p>

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<p>Grouped comments:</p> <ul style="list-style-type: none"> • Clause 3i should make clear that mould caused by structural or design defects is the responsibility of the council where these defects prevent adequate ventilation. • 3i not acceptable for those in fuel poverty. How will the cause of the mould be determined? • 3i This could cause someone to lose their tenancy. I do not agree with the "must keep the home heated" as many people are in fuel poverty and may not be able to afford to heat the home. • The bit that says it is the tenant's responsibility with mould or condensation. What if it is caused by the outside walls? That is surely the Council's not the tenant's. 	<p>The council will take responsibility where damp is a result of a failing in the structure of the building. Our surveyors will determine whether damp is caused as a result of a structural problem or condensation. Where damp and mould is a result of condensation the council will work with residents to alleviate the issues but sometimes this cannot be addressed by changes to the building and repairs and the council will need to help residents to reduce condensation in their home. Where there are problems with fuel poverty we will work with the tenant to resolve that issue and we have a specialist team for this purpose. Further information is included in the Repairs & Improvement Handbook.</p>
<p>Possible add heading 'Your Responsibilities (continued)' above section 'n' on Page 7 - For Clarification and To be Clear.</p>	<p>Yes, we note your comment and will continue the heading 'Your Responsibilities continued...' on to the next page.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • (m) Not everyone can afford carpets in every single room and area of the flat. • It should be made compulsory for upstairs neighbours to put carpeting on their floors to reduce noise. 	<p>Please be assured that we will work with residents to ensure they comply with this.</p>
<p>What are "reasonable precautions" and where can one find information on them?</p>	<p>A reasonable precaution would be flood damage. Further helpful information can be found In the Repairs & improvement section of the Tenant Handbook.</p>
<p>We have annual check on Gas but not Electricity. We have outdated trip box which is very hard to change for the elderly residents when using fuse wire if the box trips.</p>	<p>We are required to inspect the electrics within properties every 10 years and we carry out an electrical safety inspections when properties become vacant.</p>
<p>Q3c. Is there anything you think should be removed from the section 'repairs, maintenance and improvements?'</p>	
<p>Grouped comments: (G) My responsibilities - tenants should not be held responsible for pre-existing broken fixtures/fittings or major damage to floorboards, unpainted walls, chipped peeling plaster due to neglect by Council/repairs</p>	<p>We received a number of responses from residents that were not happy with the condition of properties when they moved in. When a move is as a result of a mutual exchange we will carry out checks on gas systems. For newly let properties we will carry out repairs to the council's lettable standard. Unfortunately this does not include decorating properties or providing carpets/flooring with the exception of the kitchen and bathroom.</p>

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3p Fences are part of the property and should be your responsibility.

You will normally only be responsible for maintaining the fences between your garden and that of your neighbour. We are responsible for communal fences.

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4. Living in your home

Q4a. Overall do you agree or disagree with the changes to our and your responsibilities under 'living in your home' in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	398	65	68
	Agree with most	123	20	21
	Agree with a few	34	6	6
	Do not agree with any of them	5	1	1
	Don't know	23	4	4
	Total	583	95	100
Missing	No response	32	5	
Total		615	100	

Q4b. Is there anything else you think should be included in the section 'living in your home'?

Comment	Response
4e (3.8) where the council needs to give written permission, you should specify a time-frame giving the tenant details of when you will respond and what will happen if you do not respond within this time-frame.	We always endeavour to respond to your request within 10 working days. However, some situations we may require more time.
4g Unsure what you consider dangerous/flammable - cooking oil? What?	You will need written permission to store potentially flammable or explosive substances in your home, such as gas canisters and oxygen cylinders. This does not include cooking oil. In response to your comment we will update the Tenant Handbook with more examples.
Define "harassment" which is an on-going occurrence, as opposed to being harassed which is a one off occurrence.	Harassment covers a wide range of offensive behaviour and can be identified as a pattern of behaviour if it happens on more than one occasion. You can find more information in the Tenant Handbook.
g) Some people use calor gas heaters when they can't afford to switch on central heating - does this apply?	Yes. Clause 4.g states that you must not keep portable oil or bottled gas appliance in your home. Calor gas heaters are included in this clause.

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Information about purchasing your property ie how many years you need to be a tenant for before you can do so.	There are a range of opportunities for tenants to become home owners and information can be found in the Tenant Handbook under the section Buying your home.
It should detail the permitted times a tenancy agreement can be assigned.	There are different ways in which you can assign and details are these are detailed in the Tenant Handbook.
Tenants must not use their homes to breed and sell dogs. This is a business and permission must be granted by the council.	The Pets Policy confirms that the breeding of pets is prohibited in council homes. It also confirms that we will never give permission for residents to operate a pet breeding business or to board animals in their home. Please refer to the Pets Policy for more information We will include this in the Tenant Handbook.
Tenants should not be using their allocated car parking space outside my bedroom window to do continual car repairs all the time. Are cars allowed to be repaired in council courtyards? If not, why is it not stopped.	You are allowed to carry out minor routine maintenance to your own vehicle in your garage, parking space or outside your home, provided that you do not cause a hazard or nuisance to your neighbours and do not make a mess. Anything non routine or if it is a cause of nuisance should be reported to the Housing Customer Services Team 01273 293030. This is included in the Tenant Handbook.
Where to find information on whether or not planning permission would be required to do business from the property.	The Tenant Handbook gives contact details of how to apply for Planning applications & permissions or you can call 01273 292222 or email: planning.applications@brighton-hove.gov.uk . http://www.brighton-hove.gov.uk/content/planning/local-requirements-planning-application-forms . You will also need our permission to carry out alterations to your home and there is an online form on our webpage https://www.brighton-hove.gov.uk/content/housing/council-housing/alterations-and-improvements . Alternatively you can contact the Housing Customer Services Team on 01273 293030.
Where to get your unwanted beds/furniture removed by	If you have large or bulky items that you need to dispose of, the council's refuse and recycling service can collect it for a charge. Call them on 01273 292929 for further details. Discounts are available for older residents and people receiving benefits. The council encourages tenants to recycle and reduce waste as much as possible. More information including costs for removing bulky items can be found on the Cityclean webpage http://www.brighton-hove.gov.uk/content/environment/recycling-rubbish-and-street-cleaning/bulky-waste-collection This is included in the Tenant Handbook

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Q4c. Is there anything you think should be removed from the section 'living in your home'?	
4d seems a bit micro management. I can understand if someone is working away for 3+ months etc but 1 month?	As the landlord we may need to contact you in the event of an emergency or to conduct a gas safety inspection. If you are away for a period of time neighbours might think you have left and the Council might be requested to take action against you. Therefore we need to know if you are going to be away for any length of time.
4f Why do you need to know? Will it negatively impact someone ill?	The storage of oxygen cylinders is a potential fire hazard and we need to be aware of households who are storing them.

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5. Being a good neighbour

Q5a. Overall do you agree or disagree with the changes to our and your responsibilities under 'being a good neighbour' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	443	72	75
	Agree with most	101	16	17
	Agree with a few	24	4	4
	Do not agree with any of them	4	1	1
	Don't know	20	3	3
	Total	592	96	100
Missing	No response	23	4	
Total		615	100	

Q5b. Is there anything else you think should be included in the section 'being a good neighbour'?

Comment	Response
I would welcome information on tenant association meetings. Poster/flyers etc for meetings posted within the building. Who should a tenant contact in cases of harassment by visitors to other people? Who to contact re harassment from squatters?	Our Housing Customer Service Team on 01273 293030 are the first point of contact for tenancy management and general housing enquiries, whether by telephone, letter, email or via the internet. You can also find information in the Tenant Handbook or on the Resident Involvement page on our website http://www.brighton-hove.gov.uk/content/housing/council-housing/resident-involvement
In Section 'j' add a ',' (comma) after 'emotional' - To read 'using physical, mental, emotional, financial or' on Line 3 of Section 'j' as typo.	Thank you. We have noted your comment and will add the comma after the word 'emotional'.
Make sure new residents are told about keeping the hallways free of bikes etc. Not to be so ignorant and dictatorial to people before you know the full story of the problem and to sort it out with empathy & to talk to us, not	Clause 5.p of the Tenancy Agreement confirms that you or anyone living with you or visiting you must co-operate with us and your neighbours to keep any shared areas clean and tidy. All shared areas

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at us.	and emergency exits must be kept clear at all times. Information also contained in the Tenant Handbook.
<p>Under "your responsibilities", item C, power point 1, loud music is the only noise disturbance that is addressed, even stating specifically "loud music from television". If someone were to play the television quite loudly, but were watching the news or their favourite soap, they would have the defence that you had not stated that they couldn't do that. You've only stipulated that they couldn't play loud music over the television or stereo. This opens the way for more problems in getting anti-social behaviour regarding noise disturbances successfully resolved. I would suggest more clarity around noise disturbance as a whole, including shouting, loud laughter, and the use of car hooters excessively during night hours when people would normally expect to be able to sleep. Many neighbours can have a party that is deliberately very loud in nature without playing a single song. This is a loophole that anti-social people could use to their advantage.</p>	<p>Thank you for your comment. We will reword the example in this clause to read:</p> <ul style="list-style-type: none"> • <i>excessive television noise, loud music from radios, music systems, musical instruments and noisy parties</i>
<p>Q5c. Is there anything you think should be removed from the section 'being a good neighbour'?</p>	
<p>5g Do not agree. What would this mean to those who wish to have posters such as "Save our NHS". Does this mean there could be no positive action meetings in a tenants home for campaign events? Or to make a banner to go to a peaceful protest like anti-fracking? Where is the line?</p>	<p>We would like to clarify that it is anything that is considered inflammatory, offensive or defamatory.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 5q Why is this your concern or any of your business (mobility scooters)? • Q) If you need a mobility scooter, you should be allowed to purchase one as it is needed for disability purposes. 	<p>This is about mobility scooters that people are parking in common ways. This is a fire safety issue. Mobility scooters stored in common ways can be both a fire hazard and an obstruction the event of a fire and we have a responsibility to ensure the fire safety within our blocks.</p>
<p>Harassment, item G, power point 6 regarding the use of social media. It is actually legally outside of council's remit to state that no one can post anything that might cause distress to another tenant on their social media accounts. Legal thresholds for behaviour on social media are high, and it's down to the social media themselves to regulate any speech that might be considered racist or liable to incite violence. Not only are council not</p>	<p>The council will use all evidence available when investigating harassment including the posting of social media.</p>

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<p>legally able to access or regulate someone's facebook account, the legal idea of what causes distress is by its very nature ambiguous. Even the police have to be careful with that one. I think this needs to be definitely taken out, as council are opening themselves up for lawsuits which they're more likely to lose than to win.</p>	
<p>I'm not sure re the use of the word "colour" under 5g as old fashioned word with unpleasant suggestion that black people are "coloured in" and has long been dropped in UK equal opportunities statements. "ethnicity" a better choice?</p>	<p>Within the definition of 'ethnicity' in the Equality Act, colour is explicitly referenced (along with nationality), so it is acceptable to use it. However, we have listened to your comments and further to liaising with our Communities, Equality and Third Sector team we can confirm that we will amend the clause to read - <i>'You or anyone living with you or visiting you must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) ethnicity/race, gender reassignment, religion or belief, sex, sexual orientation, or for any other reason.'</i></p>

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6. Seniors and extra care housing

Q6a. Overall do you agree or disagree with the clauses added to our and your responsibilities under the new section ‘seniors and extra care housing’ in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	358	58	67
	Agree with most	93	15	17
	Agree with a few	23	4	4
	Do not agree with any of them	9	1	2
	Don't know	52	8	10
	Total	535	87	100
Missing	No response	80	13	
Total		615	100	

Q6b. Is there anything else you think should be included in the section ‘seniors and extra care housing’?

Comment	Response
a should say "after we have contacted a given contact number" as older people may be afraid if someone enters their home when they have just missed the phone call.	We can confirm that we normally do this as a matter of procedure.
Contact details of who might be able to help them with harassment and bogus officials. Regular visits to ensure they are still the person on the tenancy. At least monthly?	We can confirm that Scheme Managers are available on site. We can also offer a daily call service. We will include this in the Tenant Handbook
Could this section include something on the training of staff in situations where a person needs a lot of care eg I know of someone in this situation who has brittle bone disease and is existing in a mean care situation which is not good.	Housing do not provide social or medical care. However, staff can advise how to contact Adult Social Care for referrals or for their health practitioner. We will include this in the Tenant Handbook
Does the term "seniors" mean every person over 65 or 70 or what? I feel it should be more explicit, as some may be confused.	We can confirm that Seniors housing is for people over 55. We will include this in the Tenant Handbook

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<p>Fire drill - I've been here for over 30 years and we have never had a fire drill, so why now? Before speaking to the client (which we are) make sure you know about their health etc.</p>	<p>We can confirm that 'flats' in Senior's Housing do have fire drills. People living in bungalows do not have fire drills. All seniors housing properties have individual smoke alarms</p>
<p>If your tenancy began after 1 April 2012, what are the (if certain conditions are met) - it doesn't say? There is also no mention of transferring to a 2 bed property.</p>	<p>Rights for succession refer to the secure tenancies signed up before 2012 and includes the right of succession to family members, children, grand children, nieces, nephews, aunts, uncles etc. The current succession rights came about following the Localism Act 2011 which limited rights of NEW TENANCIES ONLY to spouse, civil partner and co-habitee and no longer to family members. We will include this in the Tenant Handbook</p>
<p>In the section "our responsibilities", item A: A lot of clarity around how council would proceed with entering someone's home for a wellness check. There is nothing included about what limits will be placed on people who enter a tenant's home. Are they going to go through the tenant's possessions? What are the tenant's rights regarding reasonable access to their home in this event? The wording currently pushes the boundaries of human rights to the limit, and perhaps beyond. In the section "your responsibilities", item F. Again, this runs danger of being in violation of human rights laws. Unless a person has been sectioned, they have the human right to decide whether or not they want to engage with what you might consider to be support if they don't consider it to be support. There is a fine line here as to what you can actually force people to do just because they're in Extra Care Housing. Even people in long-term care homes still have basic human rights that these items fly in the face of, even though the intentions were likely good. Council may want to be able to force people to engage so that council can't be held responsible for any problem, but at the end of the day, this stretches the law. There needs to be a way of wording this so that council can meet their adult social care responsibilities without violating the human rights of tenants, who could then take them to court successfully for treating them as though they have fewer rights than a caged animal in a zoo. Rethink this one thoroughly, quickly, and before moving any further forward with it. This one has successful lawsuit written all over it.</p>	<p>We will always balance the individual's rights of privacy against the needs to ensure the wellbeing and safety when undertaking a home check. These checks are only carried out for the purpose of checking on the tenants welfare but it is important for tenants to be know that if they are moving into Seniors Housing or Extra Care we have an additional responsibility to check on their welfare and that this is the type of tenancy they are signing up for.</p> <p>We can also provide a range of options for us checking on tenants ie: can have a daily or weekly wellbeing call. We will be explicit with the tenant about the circumstances in which we would enter their home and this can be tailored to individual wishes.</p>

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Is a call once a week for all Seniors or only those who fall in that category "Well being"?	We offer all seniors housing residents a daily call and a range of options for how we can make a regular check on their welfare
Put all the charges down and give an estimated monthly or weekly cost for all service extras - laundry use, TV aerial, cleaning, water rates etc etc.	All the charges are detailed in your annual rent letter. We would include this in the Tenancy Agreement as these are reviewed and change every year to align with the actual costs.
Tenants taking care of their property. What happens if tenants let property become dirty and don't keep fairly clean?	We work with tenants to maintain their homes and meet their tenancy responsibilities and take tenancy action when appropriate. Some people may need additional support in this area.
Q6c. Is there anything you think should be removed from the section 'seniors and extra care housing'?	
I would prefer elderly. Sheltered Housing should remain as such and the name should not be changed to Seniors' Housing.	We can confirm that Seniors housing was the name chosen by residents as part of the review of Seniors Housing completed in 2015.
Paragraph 6d Why? Must use any communal facilities outlined in the guidelines.	It is about using the communal areas within the guidance for that scheme as explained by the Scheme Manager in order to prevent misuse of these facilities and ensure the safety of the residents.

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7. Ending your tenancy

Q7a. Overall do you agree or disagree with the changes under 'ending your tenancy' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	368	59.8	64.7
	Agree with most	131	21.3	23.0
	Agree with a few	22	3.6	3.9
	Do not agree with any of them	11	1.8	1.9
	Don't know	37	6.0	6.5
	Total	569	92.5	100.0
Missing	No response	46	7.5	
Total		615	100.0	

Q7b. Is there anything else you think should be included in the section 'ending your tenancy'?

Comment	Response
With the breakdown of relationships so prevalent, perhaps, if one half of the joint tenancy gives notice, the other tenant should be informed by the council that this has happened, in case they were ignorant of the fact and thus not lose their home.	In this event or situation we would always inform a remaining tenant as we would need to work with them to assess their housing needs.
<p>Grouped comments:</p> <ul style="list-style-type: none"> 7a. This clause is open to abuse by one of the joint tenants if they want to end the tenancy behind the back of the other out of spite, subsequently rendering that person homeless. Safeguards need to be in place to ensure that signatures have not been forged etc, and that the remaining tenant is aware of what is happening. 7a You should require both tenants to agree. Someone should not be able to make someone else homeless! 	Legally we cannot prevent one party to a joint tenancy ending the tenancy. Therefore, there would be no need to forge signatures. We cannot force people to retain the legal responsibility attached to a tenancy when they are no longer a tenant. If the situation is that a relationship has broken down to the extent that both parties have separated then in normal circumstances we will make enquires of the remaining tenant as to whether they have an appropriate housing need. We cannot prevent someone from terminating a tenancy and indeed they may need to do say to rehouse themselves but as we say

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	<p>above, we endeavour to ensure that anybody who has a priority need is not left homeless</p> <p>There are sets of circumstances when people's safety is at risk so it is not always appropriate to notify the other tenant.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • Carers and family should be able to succeed the tenancy. Otherwise, you are making people homeless. • If a child has grown up but never left home, if anything happens to the parents, they should be allowed to take over the tenancy, especially if they have special needs or learning difficulties. They are vulnerable. • Often, people have left their jobs to care for elderly relatives. When these relatives die, the person left behind has no legal right to be rehoused. This should be rectified. It would be unfair to turf people in their 50/60s out to add to the homeless. 	<p>Succession rights are defined in the Housing and Planning Act 2016 (HPA). The HPA introduced this Act which means the local authority has to comply and why we are updating our current Tenancy Agreement with this clause. We do however, have a Discretionary Successions Policy which will assess on a case by case basis. This is part of the Tenancy Policy which can be viewed on the council's website. Changes under the HPA do not have an implementation date as yet.</p>
<p>Not clear who 'Housing & Planning Act 2016 Applies to.</p>	<p>Amendments to the Housing Act 1985 and will apply to existing secure tenants i.e those tenants housed by local authorities and any new tenancies after the Act comes into force.</p>
<p>Under item G, where it says, "you must leave the property and the fixtures and fittings in a reasonable condition and state of repair", you fail to make allowances for disrepair that may not have been completed by Mears in a timely manner. This happens often, and so it should be stated, "you must make every reasonable effort to leave the property and the fixtures and fittings in a reasonable condition and repair".</p> <p>Council do not follow through with previous tenants to make sure that repairs are done to the property and sorted prior to moving the next tenant in, and they do not walk the new tenant through repairs that were left undone to assure them that the council will sort it. Instead, housing officers are often guilty of brushing past any repairs that might not have been done, and are not transparent with the prospective tenant about what it means to accept a property.</p> <p>Once the tenant says that they accept the property, council state that this means the new tenant is now responsible for any repair that they might</p>	<p>We can confirm that pre terminating inspections are carried out and remedial works identified and discussed with the outgoing tenant. For newly let properties we will carry out repairs to the Council's lettable standard. When a move is a result of a mutual exchange there is no lettable standard the property is accepted as seen by the incoming tenant. We are required to carry out checks on gas and electrical systems and a property survey to identify any repairs that are rechargeable to the outgoing tenant.</p>

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not have noticed during that first busy week of getting settled in. Again, this is an abdication of responsibility, and it can be argued that in doing this, council themselves are in violation of the lease by the fact that they do not follow through on their stated mission to make any repairs to the vacated property and charge them to the vacating tenant.

You might want to clean that point up a bit and then make sure that you live up to your obligations regarding repairs. Nowhere in this section do you list what your responsibilities are, and you do have them, so you should put those in. The fact that your responsibilities, while not commonly known, do exist and you haven't made certain that your responsibilities are in transparent writing for the tenants leaves you at risk legally, even if your solicitors say otherwise. Solicitors always say these things, but making them stand up in court is an entirely different matter, and it's better to cover yourself than to leave yourself open to legal actions that were avoidable and costly. Given the right person to argue the case, it could be said that you're trying to use the assumption that council tenants won't know these things to effectively abdicate your responsibilities and "trick" others who are poor and vulnerable into doing your work for you on their own backs. That wouldn't be a position that you'd want to find yourself in, so I would strongly suggest adding that to this section.

Q7c. Is there anything you think should be removed from the section 'ending your tenancy'?

7a (5.1) This new clause should be removed as it could be used as a form of abuse/threat to a partner if a relationship were to end.

It has been established in law that this is not a discriminatory process so the clause will not be amended.

7n rights should be extended to children. No rights of succession to children leave families with no legacy or stability for families. This will become something only available to the rich. B&H council can make a local decision to continue this.

Succession rights are defined in the Housing and Planning Act 2016 (HPA). The HPA introduced this Act which means the local authority has to comply and why we are updating our current Tenancy Agreement with this clause. However, have a Discretionary Succession Policy which will assess on a case by case basis.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Q8. Overall do you have any other comments about the revised tenancy agreement (for example: do you like the new layout, is information easier to find, do you find the language easy to understand, do you find the clauses easy to understand)?

Comment	Response
It should have a section about if you want to transfer to another property.	The Tenant Handbook and clause 4.I in the Tenancy Agreement both include information on the right of assignment.
Many times in the agreement, the term "secure tenancy" is used. A brief explanation of what this means could be useful.	A secure tenancy is the usual type of tenancy granted by a local authority landlord. It is usually a life time tenancy. As long as the tenant lives there, the landlord can only take the tenancy back if the court grants an order for possession. A tenant enjoys certain rights set out in law. You can also find more information on secure tenancies in the Tenancy Policy.
Summary of changes mentions Sections '8.k' and '8.l', BUT these are joined in '8.k' in the Tenancy Agreement, which makes Summary confusing as No section '8.l'.	We note your comment and will correct this on the Tenancy Agreement.
Will we be getting an up-to-date version when finished?	Yes. When the new tenancy agreement has been approved at Committee we will supply you with the text of the new tenancy agreement which you will not be required to sign.

Tenancy Agreement

Housing Management

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 is a legal document and sets out both your responsibilities and rights as a tenant and those of the council as your landlord. If you fail to comply with a tenancy condition Brighton & Hove City Council have the right to take legal action.

It is important that you understand this tenancy agreement as it sets out the conditions of a tenancy with Brighton & Hove City Council. You have the right to get independent legal advice from a solicitor, Citizens Advice Bureau or a law centre if you are unsure about signing this agreement or would like advice about your rights and responsibilities.

Key information on your Tenancy Agreement can be found in the Tenant Handbook and the Repairs & Improvement Handbook. Please go to www.brighton-hove.gov.uk/council-housing or contact Housing Customer Services for further information.

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

Type of tenancy

If you are not currently a secure 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 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 your introductory tenancy 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 (as amended).

Joint tenancies

If you are signing this agreement with someone else - such as your husband, wife, civil partner or partner or in some cases a family member - you will be 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.

DRAFT

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1. Introduction

As a council tenant, you have a number of legal rights including the rights to see your personal housing file. We have summarised these in 'Section 8 – Your Rights' at the end of this agreement and indicated where these rights apply to introductory and secure tenancies.

Data Protection & Information sharing

Any personal information you give us – verbally, in writing or in person - is held securely. Information collected for one purpose may be used for another purpose by the council unless there are legal restrictions preventing this. Using your information in this way helps us to deliver more efficient services. We will not share your information with third parties for commercial or marketing purposes.

We may share your personal information with other agencies (for example law enforcement agencies or utility companies) where the law requires us to or where it is appropriate to support our duty to protect public funds and/or detect and prevent fraud. For more details on how the council holds your personal data please see our website at www.brighton-hove.gov.uk/privacy or write to the council's Data Protection Officer, Bartholomew House, Bartholomew Square, Brighton BN1 1JP.

Tenancy conditions

The tenancy conditions represent 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 and that apply now or in the future.

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 with whom you have signed this agreement. 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. 'Shared areas' include stairs, lifts, landings, entrance halls, paved areas, communal gardens, bin stores, and other areas that can be used by more than one person living in the same building.

Where we refer to 'Seniors Housing' this is the name for Brighton & Hove City Council's sheltered housing service (sometimes known as retirement, sheltered or warden assisted housing). 'Extra Care Housing' is similar to Seniors Housing but with social care provision on site. It allows people to live independently while getting the care and support they need.

Most of the tenancy conditions are the same for introductory and secure tenancies, but some conditions only apply to one or the other. There are also some additional conditions for tenants living in Seniors and Extra Care Housing. We have indicated where this is the case in this agreement.

2. Your rent and other charges

Our responsibilities

- a** We will provide you with details of your weekly rent and any other charges you need to pay.
- b** 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 after which the changes in your rent will be implemented. This usually takes place in April each year in line with government guidelines.
- c** We will consult with tenants before new services and charges are introduced.

Your responsibilities

- d** You must pay your rent and other charges on or before the date they are 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. Examples of other charges include, but are not limited to, Seniors intensive housing management charges, cleaning charges and gardening charges.
- e** If you have a joint tenancy, each joint tenant is responsible for paying all of 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 until the tenancy is ended.
- f** If you do not pay any amount you owe us when it is due, we may serve you notice that we will apply for a court order to regain possession of your home. If we do this you will normally have to pay our legal costs and court fees on top of the full amount you owe us.
- g** You must pay any housing debt accrued from previous tenancies you have held with us in accordance with any repayment agreements. The consequences of non-payment are included in the Tenant Handbook.

3. Repairs, maintenance and improvements

Our responsibilities

- a** We are responsible for keeping the following in repair and working order:
 - the structure and outside of your home including but not limited to drains, gutters and pipes
 - all fixtures and fittings, pipes and connections for supplying water, gas and electricity (please note that meter connections are a tenant's responsibility)
 - all equipment for sanitation including basins, sinks, baths and toilets provided by the council
 - all kitchen units and worktops provided by the council
 - all equipment that provides heating and hot water

If you live in a flat, we will keep the shared areas clear and service installations i.e pipes, cables etc. clean and in a reasonable state of repair. This includes but is not limited to all communal areas such as entrances, door entry systems, halls, stairways, lifts, passages and lighting.

- b** We will decorate the outside of your home and shared areas when necessary.
- c** We will keep communal grounds and landscaped areas reasonably clear and tidy.
- d** We will insure the structure of our buildings and our fixtures and fittings against loss or damage caused by certain risks. You are responsible for insuring your contents and belongings in your home.
- e** We will carry out repairs for which we are responsible within a reasonable time, giving priority to emergency repairs.
- f** We must carry out certain urgent or 'qualifying' repairs within a set time. If we do not complete them within a certain time you may have the right to do the work yourself and charge us for the work.

Your responsibilities

- g** 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.
- h** 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 Repairs & Improvement Handbook. Exceptions are made in some cases for people over 70 years of age, people with a disability and Seniors housing tenants. Please contact the repairs helpdesk for further advice on your individual circumstances.
- i** You must keep your home adequately ventilated to ensure that you do not cause condensation. You are responsible for the treatment of mould and/or condensation caused by lack of ventilation and heating.
- j** You must get our written permission before you carry out improvements or alterations to your home. You must apply in writing, and give full details of the work you want to carry out. You must also obtain planning permission and building control consent if required. It is your responsibility to put right any damage or unauthorised alterations to the property. If you do not, you may be recharged by the council.
- k** You and anyone living with or visiting you must not interfere with any fixture or fittings for electricity or gas supplies.
- l** You must take reasonable precautions to prevent flood damage from water leaks in your home and report any water leaks as soon as they occur.
- m** If you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, excluding normal day-to-day noise, does not unreasonably cause nuisance to your neighbours. We will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

Your responsibilities continued

- n** In houses and bungalows, you may use the loft space for storage at your own risk. The loft space must not be used in flats for storage or living space. 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 must allow us access to carry out fire risk assessments and to complete any repairs. You will need our written permission if you wish to use the loft space as a living area.
- o** If your property has solar panels systems fitted you must avoid storing goods around/near the power inverter units located in the loft space or in the airing cupboard. You must inform us if any power generation is interrupted or stops.
- p** You will normally be responsible for maintaining the fences between your garden and that of your neighbour. If you are not sure which fences are your responsibility, please contact the Housing Customer Services team for advice.
- q** 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.

Access to your home

- r** You must allow our officers and people we authorise into your home at reasonable hours to:
 - carry out annual servicing of the council's gas appliances under the Gas Safety (Installation and Use) Regulations 1998. If we have given you notice that we require access to your home to carry out annual servicing of the council's gas appliances and you do not provide this, we will force access to your home but will make sure we leave your home secure when we leave. You may be recharged for the costs of re-securing your property.
 - carry out any work that may be necessary to your home or adjoining properties
 - inspect, service and maintain any water tanks, electrical installations including fire detection equipment and solar panels
 - inspect the condition of your home
 - discuss any issues relating to your tenancy

We will give you reasonable notice of when access is needed - this will vary according to the urgency of the situation.

- s** In an emergency, and if we think there is a risk to your home, other properties or that people are in danger we will authorise immediate access to your home. For example if the property is in a dangerous structural condition or there are burst pipes or suspected water leaks which could damage your home or neighbouring properties.

4. Living in your home

Our responsibilities

- a We may provide, or help to arrange support services to help you to maintain your tenancy. These support services include support from the Tenancy Sustainment Team and referrals to specialist money advice services or other agencies.
- b We will not interfere with how you use your home as long as you keep to the conditions of this agreement.

Your responsibilities

- c You must live in your property as your main or only home. If you are a joint tenant at least one of you must live in your home as your only or main home. If you do leave your property you must provide us with a forwarding address and telephone number.
- d You must inform us in writing if you are, or expect to be, absent from your home for 28 consecutive days or more.

You must confirm the arrangements you have in place whilst away for rent payment and looking after the property.

- e You can use your home to run a business as long as we give you our permission in writing. We will refuse permission if we feel that the business is likely to cause a nuisance or annoy your neighbours or damage the property. You may also need planning permission.
- f You will need to notify us if you or a member of your household needs to store oxygen cylinders in your home for medical purposes.
- g You must not keep any portable oil or bottled gas appliances in your home. You must not keep any dangerous or flammable items in your home or in shared areas such as storage rooms, apart from those reasonably needed for general household purposes.

Tenancy Fraud

- h You and anyone who lives in your home must not commit tenancy fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or sub-letting for profit, committing benefit fraud and knowingly making a false statement or withholding information in order to obtain a tenancy.

Purchasing another property

- i During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own or inherit a residential property or have another lease or tenancy.

Lodgers and sub tenants (secure tenants only)

- j You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. The Housing Customer Services Team can advise you of the number of people that can live in your home.
- k 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.

The right of assignment/the right to exchange

- l 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.
- With our written permission, to a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

If you are a secure tenant

- Under the Right to Exchange, with our written permission, often referred to as a mutual exchange.
- By a Court Order.
- With our written permission, to a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

5. Being a good neighbour

Brighton & Hove City Council, together with its partners, is committed to tackling nuisance and anti-social behaviour in the city.

Our responsibilities

- a We will investigate any complaints of nuisance or harassment as necessary and will take appropriate action.

Your responsibilities

General nuisance and behaviour

- b 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, estate and neighbourhood and at any council office.
- c You or anyone living with you or visiting you 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:
 - excessive television noise, loud music from radios, music systems, musical instruments and noisy parties
 - noise from DIY activities whether excessive or at unreasonable times
 - shouting and swearing
 - banging and slamming doors
 - dogs barking and fouling
 - dumping rubbish
 - vandalism and graffiti
 - illegal drug use

Parking

- d You or anyone living with you or visiting you must not store vehicles or vehicle parts in your garden.
- e You or anyone living with you or visiting you must not carry out non-routine vehicle repairs like paint spraying, or store unroadworthy vehicles in shared areas. You must not dispose of oil or oil-based paint down the drains.
- f You or anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks access to other residents' homes or the road or causes a health and safety risk.

Harassment

- g You or anyone living with you or visiting you must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) ethnicity/ race, gender reassignment, religion or belief, sex, sexual orientation, or for any other reason. Examples of harassment include but are not limited to:
 - physical violence or assault, threats of violence or violent gestures
 - using intimidating abusive or insulting words or behaviour
 - persistent and vexatious or offensive contact by post, telephone or any other means
 - damage or threats to damage property
 - stalking
 - displaying any notice which is visible outside your home that is inflammatory; offensive or defamatory
 - using social media to post any material which is indecent abusive offensive or false which causes needless anxiety or distress
 - allowing your property to be used as a platform for radicalism or extremist activities or to publish/broadcast hate messages
- h You or anyone living with you or visiting you must not use your home for any criminal or illegal activity. This includes but is not limited to:
 - 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 or allow someone else to use your property to do this
 - possess any of these drugs with the intention of supplying them to another person
- i You or anyone living with you or visiting you must not keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm you must use and store it as set by law.

Domestic violence and abuse

- j** You or anyone living with you or visiting you must not use or threaten to use violence by using physical, mental, emotional, financial or sexual abuse against any other person living with you, anyone you have invited into your home, or anyone living in, or in the locality 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.

Violence

- k** You or anyone living with you or visiting you must not use or threaten to use violence, 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.

Pets and other animals

- l** You or anyone living with you or visiting you must not keep a dog, cat, bird, reptile or other animal in your home without our written permission. Permission will be required for each animal in line with our agreed Pets Policy details of which can be found on the council's website.
- m** Your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. If nuisance occurs, we will normally withdraw our permission for you to keep your pet.
- n** If you are found guilty of cruelty or neglect towards an animal we may take action to end your tenancy.
- o** You or anyone living with you or visiting you must not do anything to encourage pests, vermin or animals that may cause a nuisance or damage at your home or in the shared areas. Examples of this include but are not limited to feeding wild pigeons and seagulls and not disposing of rubbish properly.

Shared areas

- p** You or anyone living with you or visiting you must co-operate with us and your neighbours to keep any shared areas clean and tidy. All shared areas and emergency exits must be kept clear at all times.
- q** You must contact us before purchasing each and every mobility scooter, in order to obtain permission and to discuss safe storage options. It is your responsibility to find a suitable location to store any scooter(s). We will take action to remove any items left in shared areas, without our permission, including mobility scooters and apply appropriate charges for removal, if this becomes necessary.
- r** You or anyone living with you or visiting you must not smoke in any enclosed shared areas.
- s** You or anyone living with you or visiting you must not interfere with fire safety equipment or security equipment in shared areas, such as door entry systems and closed circuit television equipment. You must take reasonable steps to keep security and communal doors shut at all times.

Gardens

- t** 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 remedial work and you may have to pay our costs.

6. Seniors and Extra Care housing

This section of the agreement only applies to Seniors and Extra Care housing tenants, and is in addition to all other conditions of tenancy.

Our responsibilities

- a** We will offer you a wellbeing call service (at least once per week). If you do not respond the service will seek to make contact with you to check on your wellbeing. This could include entering your home. We will offer a longer review meeting at least once per year so we can enable you to live independently in your home.
- b** We will carry out a fire drill at least once per year.
- c** We will offer you the opportunity of attending a scheme meeting at least four times per year.

Your responsibilities

- d** You must use any communal facilities such as the communal lounge, garden, laundry and guest room, within the guidelines of the scheme as explained to you by the Scheme Manager when you move in.
- e** You must tell us if you need additional support to help maintain your independence.
- f** You must engage with support offered to you where this is necessary or recommended to help support your tenancy and independence. This includes engaging with the Scheme Manager and the call service offered. This support may also be provided by the service or a third-party organisation such as Adult Social Care or Health Service.
- g** You must tell us if you are going away for more than one week.
- h** You must not misuse the community alarm equipment provided, such as making excessive and/or unwarranted calls. You must allow us access to your home in order to test or repair alarm equipment each quarter or when required.
- i** You accept that Seniors housing staff or on site care staff (Extra Care Schemes) can enter your home where they have a serious concern about your wellbeing.
- j** You must report to the Scheme Manager if you have reason to believe someone else is using your home for criminal or illegal purposes such as drug dealing.
- k** You must return all your keys, fobs (including those for electronically operated doors) and any pendant alarms you may have been issued with to the Scheme Manager by 12.00 noon on the Monday after your tenancy ends or the next working day after a bank holiday.

7. Ending your tenancy

When you decide to end your tenancy

- a** If you are a joint tenant, either tenant can end the tenancy by giving us notice and the tenancy will end for both joint tenants. If you wish to prevent this then you will need to take independent legal advice.
- b** You must give us at least four weeks written notice before you want to end your tenancy (or two weeks notice, if transferring to another Brighton & Hove City Council property). Your tenancy will normally end on a Sunday.
- c** If you return the keys without giving the required written notice, we may not accept this as an end to the tenancy.
- d** You must return all the keys you have been issued with to a Brighton & Hove City Council housing office by 12.00 noon on the Monday after your tenancy ends or the next working day after a bank holiday.
- e** If you return your keys later than this you will have to pay the full charges for the property until the end of the week in which you return them.
- f** 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 normally take legal action to recover the debt.
- g** When you move out you must take all your belongings and rubbish with you, leaving your home, including any loft and garden in a clean and tidy condition. You must leave the property and the fixtures and fittings in a reasonable condition and state of repair.

- h** If you leave any belongings in the property when you move, you will be responsible for meeting the reasonable removal or storage charges for these. If you leave items behind that we must store, these items will be removed and stored for one month. We will notify you at your last known address that these items must be collected within one calendar month. If the items are not collected within one month, we will dispose of these items and charge you the reasonable cost of disposal. The reasonable cost of storage and disposal of goods will be deducted from any sale proceeds.
- i** 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 may have to pay the costs. You remain responsible for the tenancy until the council has obtained vacant possession from you.

When we want to end your tenancy

j Introductory tenants

If you are an introductory tenant and we want to end your tenancy, or extend it for a further six months we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension' whichever is appropriate. You can ask us to review our decision to end or extend your tenancy.

k Secure tenants only

If you are a secure tenant and we want to end your tenancy we will give you a 'Notice of Seeking Possession'. This notice will explain why we want to end your tenancy and tell you the date after which proceedings can be started. Proceedings may start immediately after service of a notice if we have to go to court relying on anti-social behaviour.

l Ending tenancies that are no longer secure

If you are an introductory tenant or secure tenant and no longer use your property as your only or main home, or you have sublet the whole of your property, we will end your tenancy by giving you a 'Notice to Quit'. This will give you four weeks notice ending on a Sunday or a Monday.

m Service of notices

Any notice given by us will be regarded as being sufficiently and properly served by any of the following methods:

- handing the notice personally to you
- sending the notice addressed to you at the property by first-class post or recorded delivery
- posting the notice by hand through the letterbox of the property
- attaching to the door of the property if it is secure/boarded up
- sending the notice to your last known address
- such other method as we reasonably believe will bring the notice to your attention

You should send us any notice (including legal notices) to Brighton & Hove City Council, Hove Town Hall, Norton Road, Hove, BN3 4AH

Death of a tenant

The right of succession

n If your tenancy began before 1 April 2012

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.

If your tenancy began after 1 April 2012

In the event of your death, the tenancy may pass on to your spouse or civil partner or a joint tenant or a co-habitee (a person living with you as if they were your spouse or civil partner) if certain conditions are met.

Housing & Planning Act 2016

After Chapter 6 of the Housing & Planning Act 2016 comes into force, all rights to succeed will be limited to a spouse, civil partner or co-habitee living with you (as if they were your spouse or civil partner). A new tenancy will be granted for a fixed term unless exceptions apply. The council will apply this law when it comes into force.

o Discretionary Succession

In certain circumstances if there has already been one statutory succession at the property or someone who is not entitled to succeed but had been resident with the tenant for at least 12 months prior to the death, we may offer a discretionary succession (to a suitably sized property). The full details of the conditions for discretionary succession can be found in the Tenancy Policy.

- p If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.
- q If your tenancy passed to you when the previous tenant died, no one has the right to succeed or take over your tenancy.

For further information about succession please refer to the tenant handbook.

8. Your Rights

This section provides a summary of your legal rights, under the Housing Act 1985 (as amended). Where these rights only apply to secure tenancies we have indicated this.

a Right to live in the property

This agreement gives you the right, as a tenant, to live in the property without interference from us as long as you do not break any of the conditions of this agreement. If any of the conditions of this agreement are broken we may apply to the court to end your tenancy.

b Right to be consulted

We believe that it is important that you are involved in housing management decisions that affect you. We will consult with you about any changes to our policy or practice that may substantially change the housing service we provide to you, your home and your neighbourhood.

Except for changes to rent or any other charges, the terms of this agreement can only be changed if we give you written notice that we intend to alter the agreement. We will write to you and tell you about the changes we are proposing to make and give you the opportunity to comment. We will take your views into consideration before agreeing any changes and give you at least four weeks' notice before the change takes place. This tenancy agreement may also be changed where you and we agree in writing.

c Right to see your housing records

As a landlord, we hold information about you and your family in connection with your tenancy and your housing application. The Housing Act 1985 gives you the right to be given details of the information we recorded as being relevant to your application for accommodation. The Data Protection Act 1998 gives you, as a council tenant, certain rights to see your personal housing file so that you can check the details to make sure they are correct.

d Right to repair

You can ask us to make sure that certain small, urgent repairs (known as 'qualifying' repairs) are completed within a specified time. These are normally repairs that are likely to affect your health, safety or security. In certain circumstances you may get compensation if we fail to meet the requirements of the regulation.

e Right to make improvements (secure tenants only)

You have the right to improve your home as long as you get our written permission first. An improvement means an alteration or addition to your home. This includes, but is not limited to:

- the installation of CCTV cameras
- the installation of hard flooring such as laminate flooring
- building and electrical works
- conservatories, extensions and loft conversions
- any proposed changes to fire doors

You must apply for our permission and give full details of the work you want to carry out. You may also need planning or building regulation consent.

f Right to compensation for improvements

This scheme gives tenants the right to claim compensation for some authorised improvements that they have made to their home when they move out.

g Right to buy (secure tenants only)

Secure tenants have the right to buy their homes subject to certain criteria. The right to buy does not apply to Seniors housing or some specially adapted properties.

h Right to manage

You have the right to take over the management of your own home. This right can be taken by tenants forming a tenant management organisation in a particular block or estate.

i Right to take in lodgers (secure tenants only)

You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding.

j Right to sublet part of your home (secure tenants only)

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.

k Right of assignment / the right to exchange

Please refer to Section 4 Living in your home, Clause l.

l Right of succession

Please refer to Section 7 Ending your tenancy, Clauses n to q.

Your Tenancy Details

Tenant copy
 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	£	<input type="text"/>	• Laundry Service Charge	£	<input type="text"/>
• Heating	£	<input type="text"/>	• Sheltered Services	£	<input type="text"/>
• Intensive Housing Management	£	<input type="text"/>	• Lift Maintenance Charge	£	<input type="text"/>
• Ground maintenance	£	<input type="text"/>	• T.V. Aerial Charges	£	<input type="text"/>
• Cleaning services	£	<input type="text"/>	• Public Way Electricity	£	<input type="text"/>
• Water rates	£	<input type="text"/>	• Other charges (please specify)		
			<input type="text"/>	£	<input type="text"/>
			<input type="text"/>	£	<input type="text"/>
			• Total	£	<input type="text"/>

Housing debt from any previous tenancy:

You have to pay any housing related debt from a previous tenancy with us and must keep to any arrangement you make 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

Permission is given to keep the following pets:

Photographs of tenants



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

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.
- All information you have given us, and the information in your housing application form is true and has not changed. It is a term of this tenancy agreement that you (or anyone acting for you) must have not knowingly made a false statement or withheld information on purpose from us in order to obtain a tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely

If this is a joint tenancy both tenants must 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:

Signature:

Date:

Tenancy Agreement changes

This document sets out the changes to the tenancy agreement, the reason for the changes and the effect they will have on you (the tenant).

Generally the issues covered by the new tenancy agreement are the same as the issues covered by your current tenancy agreement. However, we have added four new clauses which are the responsibility of Brighton & Hove City Council and nine further tenancy conditions on the part of you the tenant. We have also added a new section for seniors and extra care housing. Extra care housing is similar to Seniors Housing but with social care provision on site.

In some cases we have used different wording in order to make it easier to understand. We have also changed the layout of the agreement so that it is now set out in a clearer manner. It is split up into the following sections:

- **Welcome to your new home**
- **Contents page**
 - **Section 1 Introduction**
 - **Section 2 Your rent and other charges**
 - **Section 3 Repairs, maintenance and improvements**
 - **Section 4 Living in your home**
 - **Section 5 Being a good neighbour**
 - **Section 6 Seniors and extra care housing**
 - **Section 7 Ending your tenancy**
 - **Section 8 Your rights**
- **Your Tenancy Details**

To make it as clear as possible the information is listed in the same order that sections and clauses appear in the new tenancy agreement. It also includes and identifies the new sections as well as new content which do not feature in your current tenancy agreement. Shown in brackets next to each new clause number is the clause number from your current tenancy agreement.

We have also produced a longer version of the changes and this document outlines what each clause says in your current and the new tenancy agreement. If you would like to receive a copy of this document, please download it from the council website at www.brighton-hove.gov.uk/council-housing or contact the Housing Customer Services Team.

Throughout sections of the new tenancy agreement we have referred you to the Tenant Handbook and the Repairs & Improvement Handbook for more detail and information. To view these documents, please go to www.brighton-hove.gov.uk/council-housing.

General layout

We have added more sections, subheadings and changed the layout of the agreement so that it is now laid out in a clearer, easier to read manner.

Welcome to your new home

We have separated the existing introduction pages into the following sections:

- Welcome to your new home
- Contents page
- Section 1 - Introduction

Welcome to your new home

This page has been updated and includes additional information to confirm that this agreement is an important legal document. We have also added additional guidance for you if you have any queries on your tenancy.

Type of tenancy

We have made minor changes to the wording clarifying what type of tenancy you have.

Contents

We have now separated the contents page from the Introduction section and given it its own section. We have listed all the section headings, included subheadings and page numbers so that you will now be able to find the information you need more quickly.

Section 1 – Introduction

We have given 'introduction' its own section heading.

We have updated the introductory paragraph so that it now includes 'as a council tenant you have a number of legal rights including the rights to see your personal housing file'.

The right to see your housing records.

We have moved this part to Section 8 Your Rights, clause c and have added additional wording to confirm that the Housing Act 1985 gives you the right to be given details of the information we recorded as being relevant to your application for accommodation. We have also added the contact details of the Data Protection Officer.

Data Protection & Information sharing statement.

We have moved this statement from Section 5 of the existing agreement and changed the title to include data protection & information sharing. We have also updated the statement so that it is now aligned with the overall council Privacy Notice.

Tenancy conditions

We have expanded the definition on tenancy conditions, and moved information on 'The right to be consulted' to a new Section 8 – Your rights Clause b.

The right to be consulted.

We have moved this information to Section 8 – Your rights, Clause b.

Section 2 – Your rent and other charges

(Section 1 of the current agreement)

Our responsibilities

2.a (1.1)

We have removed the last sentence of this clause which advised we will tell you in writing when your weekly rent and charges change as this is written in clause 2.b.

2.b (1.2)

We have added additional wording to this clause to confirm that 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 after which the changes in your rent will be implemented.

2.c (1.3)

This clause has not changed.

Your responsibilities

2.d (1.4)

We have expanded this clause to include Seniors intensive housing management and gardening as examples of other charges you might have to pay for.

2.e (1.5)

We have made minor changes to the wording of this clause to clarify that if you have a joint tenancy, each joint tenant is responsible for paying 'all of 'the rent, other charges and any outstanding arrears.

2.f

This is a new clause which confirms that if you do not pay any amount you owe us when it is due, we may serve you notice that we will apply for a court order to regain possession of your home. If we do this you will normally have to pay our legal costs and court fees on top of the full amount you owe us.

2.g (1.6)

We have made some minor changes to the wording of this clause to clarify that you must pay any housing debt accrued from previous tenancies you have held with us in accordance with any repayment agreements. The consequences of non-payment are included in the Tenant Handbook.

Section 3 – Repairs, maintenance and improvements (Section 2 of the current agreement)

We have changed the title from Repairs and improvements so that it now includes the word maintenance. We have also added a subheading which explains your responsibilities regarding access to your home.

Our responsibilities

3.a (2.1)

This clause has been amended. We removed the word 'good' to confirm that we are responsible for keeping the listed examples 'in repair' and working order, to reflect the Council's obligations under the law. We also have removed the words 'good state of repair' to confirm that we will if you live in a flat, we will keep the shared areas clear and service installations clean and in a reasonable state of repair. We have also included additional examples of what we are responsible for keeping in repair and working order.

3.b (2.2)

We have made a minor change to this clause.

3.c (2.3)

We have reworded this clause to confirm that we will keep communal grounds and landscaped areas "reasonably" clear and tidy.

3.d

This is a new clause which confirms that we will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks. Also that you are responsible for insuring your contents and belongings in your home.

3.e

This is a new clause which confirms we will carry out repairs we are responsible for within a reasonable time, giving priority to emergency repairs.

3.f

This is a new clause which confirms we must carry out certain urgent or 'qualifying' repairs within a set time. If we do not complete them within certain time you may have the right to do the work yourself and charge us for the work.

Your responsibilities

3.g (2.8)

This clause has not changed.

3.h (2.9)

We have made some minor changes to the wording of this clause including replacing the words 'guide to repairs' to Repairs & Improvement Handbook.

3.i

This is a new clause which confirms that you must keep your home adequately ventilated to ensure that you do not cause condensation. You are responsible for the treatment of mould and/or condensation caused by lack of ventilation and heating.

3.j (2.5 – Your rights)

We have moved this clause from 'Your rights' and reworded it to confirm that you must get our written permission before you carry out improvements or alterations to your home and clarified how you should apply.

3.k

This is a new clause which clarifies that you and anyone living with or visiting you must not interfere with any fixture or fittings for electricity or gas supplies.

3.l

This is a new clause which confirms that you must take reasonable precautions to prevent flood damage from water leaks in your home.

3.m (2.12)

We have summarised and reworded this clause to clarify that if you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering, with adequate underlay or insulation underneath and that we will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

3.n (3.11 – Your responsibilities)

We have moved this clause from 'Living in your home' section and expanded the wording to clarify that in houses and bungalows, you may use the loft space for storage at your own risk. The loft space must not be used in flats for storage or living space. You must allow us access to carry out fire risk assessments and to complete any repairs.

3.o

This is a new clause which confirms that if your property has solar panels systems fitted you must avoid storing goods around/near the power inverter units located in the loft space or in the airing cupboard. You must inform us if any power generation is interrupted or stops.

3.p

This is a new clause which confirms that you will normally be responsible for maintaining the fences between your garden and that of your neighbour.

3.q (2.13)

This clause remains mainly unchanged except we have removed the reference to the 'tenant handbook'.

Access to your home

We have created a new subheading which includes clause 3.r and 3.s

3.r (2.10) – Access to your home

This clause confirms that under the Gas Safety (Installation and Use) Regulations 1998 how we can access your property and have extended the examples when we require access to your home. This means that if we have given you notice and you have not provided access for a gas safety check we will force access to your home but will make sure we leave your home secure when we leave.

3.s (2.11)

We have reworded and extended the examples in this clause to confirm that in an emergency, and if we think there is a risk to your home, other properties or that people are in danger we will authorise immediate access to your home.

Section 4 – Living in your home

(Section 3 of the current agreement)

Our responsibilities

4.a (3.1)

We have made some minor changes to the wording of this clause.

Your rights (3.2)

We have moved the clauses from 'Your right to live in the property' and, 'The right to manage' of the current agreement to Section 8 – 'Your rights' of the new agreement.

4.b

This is a new clause which confirms that we will not interfere with how you use your home as long as you keep to the conditions of this agreement.

Your responsibilities

4.c (3.9)

We separated clause 3.9 between Section 4 (clause 4.c) and Section 7 (clause 7.l and clause 7.m) of the new agreement.

We have expanded the wording on clause 4.c to confirm if you are a joint tenant at least one of you must live in your home as your only or main home. If you do leave your property you must provide us with a forwarding address and telephone number.

4.d (3.10)

We have expanded the wording on this clause to confirm that you must inform us in writing if you are, or expect to be, absent from your home for 28 days in a row or more. You must confirm the arrangements you have in place whilst away for rent payment and looking after the property.

4.e (3.8)

We have reworded this clause to confirm that you can use your home to run a business as long as we give you our permission in writing and the business does not cause a nuisance or annoy your neighbours or damage the property.

4.f (4.17)

We have separated this clause into two (clauses 4.f and 4.g). Clause 4.f confirms that you will need to notify us if you or a member of your household needs to store oxygen cylinders in your home for medical purposes. This is because these are potential fire hazards.

4.g (4.17)

We have split this clause into two (clauses 4.f and 4.g). Clause 4.g confirms that you must not keep any portable oil or bottled gas appliances in your home and clarifies which dangerous or flammable items can be kept. This is also a safety issue.

Tenancy Fraud

This is a new subheading which includes clause 4.h.

4.h

This is a new clause which confirms that you and anyone who lives in your home must not commit tenancy fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or sub-letting for profit, committing benefit fraud and knowingly making a false statement or withholding information in order to obtain a tenancy.

Purchasing another property

This is a new subheading and includes one new clause 4.i

4.i

We have added this new clause which confirms that during your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own or inherit a residential property or have another lease or tenancy.

Lodgers and sub tenants (secure tenants only) - (3.3-Your right to take in lodgers (secure tenants only)

This is a new heading and includes two clauses 4.j and 4.k

We have moved 'Your right to take in lodgers (secure tenants only)' heading to Section 8 – 'Your rights' and include a summary of clause 8.i

4.j (3.3 - Your right to take in lodgers (secure tenants only)

We have made some minor changes to the wording of this clause.

Your right to sublet part of your home (secure tenants only) - 3.3)

We have moved this heading to Section 8 – Your rights and summarised clause 8.j.

4.k (3.4 – Your right to sublet part of your home (secure tenants only)

We have made some minor changes to the wording of this clause.

4.l (3.5) -The right of assignment / the right to exchange

We have made some minor changes to the wording of this clause which confirms assignment now requires with our written permission although this will not be unreasonably refused by law.

Section 5 – Being a good neighbour

(Section 4 of the current agreement)

Our responsibilities

5.a (4.2)

We have simplified and updated this clause to remove outdated examples and the definition of harassment has now been included in clause 5.g within the section.

Your responsibilities

General nuisance and behaviour

We have added a new subheading called 'General nuisance and behaviour' and included clauses 5.b and 5.c.

5.b (4.3)

We have made some minor changes to the wording of this clause which includes any council office as an additional example.

5.c (4.4)

We have expanded the number of examples in this clause to include excessive television noise, illegal drug use and excessive DIY noise.

Parking

This is a new subheading which includes three clauses (clauses 5.d, 5e and 5f).

5.d (4.14)

We have made some minor changes to the wording of this clause to confirm that you or anyone living with you or visiting you must not store vehicle or vehicle parts in your garden.

5.e (4.13)

We have made some minor changes to the wording of this clause and have included a requirement that you must not dispose of oil-based paint down the drains.

5.f

We have made some minor changes to the wording of this clause which prevents the parking on shared driveways blocking access or causing a health and safety risk.

Harassment

We have added 'Harassment' as a new subheading and it included clauses 5.d, 5.e and 5.f.

5.g (4.5)

We have made some minor changes to the wording of this clause to confirm that disability also includes mental health conditions and replace 'colour' with 'ethnicity/race'. The clause expands on the definition of harassment to include behaviour such as stalking, the displaying of offensive notices, the use of offensive/abusive communications via social media and by other communication, and the use of the property as a platform for radicalisation/broadcasting hate messages.

5.h (4.7 and 4.8)

We have combined two clauses (4.7 and 4.8) into one clause (5.h) and added a new example. The additional example confirms that you are not permitted to supply or offer to supply illegal drugs to someone else or to allow someone else to do so or possess these drugs with the intention of doing so.

5.i

This is a new clause which confirms that you or anyone living with you or visiting you must not keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm you must use and store it as set by law.

Domestic violence and abuse

We have added a new subheading under this section titled 'Domestic violence and abuse' which includes clause 5.j.

5.j (4.9)

We have included financial abuse as an additional example in this clause.

Violence

We have added 'Violence' as a new subheading with one clause (5.k).

5.k (4.6)

We have made some minor changes to the wording of this clause.

Pets and other animals

We have added a new subheading under this section called 'Pets and other animals' and included clauses 5.l, 5.m, 5.n and 5.o.

5.l (4.15)

We have separated this clause into three (clauses 5.l, 5m and 5.o) and added some additional wording. Clause 5.1 now clarifies that permission will be required for each animal in line with our agreed Pets Policy.

5.m (4.15)

We separated clause 4.15 into three clauses (clauses 5.l, 5m and 5.o). We have reworded clause 5.m to clarify that your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. We clarify that if nuisance occurs, we will normally withdraw our permission for you to keep your pet.

5.n (4.15)

We have separated animal cruelty from 4.15 and given it its own clause which confirms that we may take action against you if you are found guilty of cruelty or neglect towards your pet.

5.o (4.16)

We have made some minor changes to the wording of this clause and replaced the word 'neighbourhood' with 'shared areas'.

Shared areas

'Shared areas' is a new subheading which has been added to this section and we have included clauses 5.m, 5.n, 5.o and 5.p.

5.p (4.11)

We have split this current clause into two clauses (5.p and 5.q) and made some minor changes. Clause 5.p now confirms that you or anyone living with you or visiting you must co-operate with us and your neighbours to keep any shared areas clean and tidy.

5.q (4.11)

Additional wording had been added to this clause to clarify that you must contact us before purchasing each and every mobility scooter, in order to obtain permission and to discuss safe storage options. It also outlines your responsibility in storing any scooters and any action we will take if permission was not granted.

5.r (4.19)

This clause remains unchanged.

5.s (4.10)

We have made some minor changes to this clause.

Gardens

We have added a new subheading for 'Gardens' which includes one clause (clause 5.t).

5 t. (4.18)

We have made some minor amendments to the wording on this clause.

Section 6 – Seniors and extra care housing

This is a new section (and clauses) of the agreement and it only applies to Senior's and extra care housing tenants, and is in addition to all other conditions of tenancy.

Our responsibilities

6.a

This clause clarifies our responsibilities to your wellbeing. It confirms that if you do not respond to the wellbeing call service (at least once per week) we will seek to make contact with you to check on your wellbeing.

6.b

This clause confirms that we will carry out a fire drill at least once per year.

6.c

This clause confirms that we will offer you the opportunity of attending a scheme meeting at least four times per year.

Your responsibilities

6.d

This clause confirms that you must use any communal facilities outlined within the guidelines of the scheme.

6.e

This clause confirms that you must tell us if you need additional support to help maintain your independence.

6.f

This clause confirms that you should engage with support offered to you where this is necessary or recommended to help support your tenancy.

6.g

This clause confirms that you must tell us if you are going away for more than one week.

6.h

This clause clarifies that you must not misuse the community alarm equipment and you must allow access to your home in order to test alarm equipment each quarter or when required.

6.i

This clause confirms that you must accept that Seniors housing staff or on site care staff (Extra Care Schemes) can enter your home where they have a serious concern about your wellbeing.

6.j

This clause confirms that you must report to the Scheme Manager if you have reason to believe someone else is using your home for criminal or illegal purposes such as drug dealing.

6.k

This clause clarifies what you must do with your keys and pendant alarms when your tenancy ends.

Section 7 – Ending your tenancy

(Section 5 of the current agreement)

When you decide to end your tenancy

7.a (5.1)

We have separated this existing clause into five clauses (7.a, 7.b, 7.c, 7.d and 7.e). We have made some minor amendments to the wording and added one new clause.

Clause 7.a is a new clause and confirms that if you are a joint tenant, either tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants. If you wish to prevent this then you will need to take independent legal advice.

7.b (5.1)

This clause has changed to confirm that your tenancy will normally end on a Sunday.

7.c (5.1)

We have made a minor amendment to the wording on this clause.

7.d (5.1)

We have added additional wording to this clause to confirm that if you return your keys later than stated you will have to pay the full charges for the property until the end of the week in which you return them.

7.e (5.1)

We have added additional wording to this clause to confirm how and when you should return all the keys that you have been issued with.

7.f (5.2)

We have made minor changes to the wording.

7.g (5.3 and 5.4)

We have combined clauses 5.3 and 5.4 and reworded to confirm that when you move out you must take all your belongings and rubbish with you, leaving your home, including any loft and garden in a clean and tidy condition.

7.h (5.4)

The wording on this clause has been expanded to confirm your responsibility and our responsibility for any belongings you leave in the property. It confirms that if you leave belongings in the property when

you move out we will remove the items that we have to store for one month and notify you that you must collect these items. If you do not collect the items we can then dispose of them and we will charge you our costs. We may also sell the items and deduct our costs.

7.i (5.5)

The wording on this clause has been expanded to confirm that you remain responsible for the tenancy until the council has obtained vacant possession from you.

When we want to end your tenancy

7.j (5.6) – Introductory tenants

We have split this clause between clauses (7.j and 7.k and 7.l).

We have updated the wording in Clause 7.j to confirm that if you are an introductory tenant and we want to end your tenancy, or extend it for a further six months we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension' whichever is appropriate.

7.k (5.7) – Secure tenants only

We have reworded this clause to confirm that if we want to end your tenancy, we will serve a notice seeking possession before beginning possession proceedings and to make clear that less than four weeks' notice can be given if relying on grounds of anti-social behaviour.

7.l - Ending tenancies that are no longer secure (5.6 and 5.7)

We have combined information from clauses 5.6 and 5.7 to confirm how we can end your tenancy if you are an introductory tenant or secure tenant and no longer use your property as your only or main home.

7.m – (5.6 and 5.7) - Service of notices

Service of Notices is a new heading with information taken from clauses 5.6 and 5.7. It includes additional examples of how we can serve notices.

Death of a tenant

7.n – (5.8 -The right of succession)

We have updated the wording in this clause to confirm what rights apply if your tenancy began before and after 1 April 2012. We also confirm that after Chapter 6 of the Housing & Planning Act 2016 comes into force, all rights to succeed will be limited to a spouse, civil partner or co-habitee living with you (as if they were your spouse or civil partner). A new tenancy will be granted for a fixed term unless exceptions apply. The council will apply this law when it comes into force.

7.o (5.9 – Discretionary succession)

We have updated the wording to clause 7.o to confirm circumstances on discretionary succession.

7.p (5.8 – The right of succession)

We have made some changes to the wording on this clause. The clause makes clear that when a tenancy passes from a joint to a sole tenant this counts as a statutory succession.

7.q (5.8 – The right of succession)

We have made some changes to the wording on this clause . This clause makes clear that if the tenancy passed to you because the previous tenant died there can be no further statutory succession.

Section 8 – Your rights

This is a new section which provides a summary of your legal rights, under the Housing Acts of 1985 (as amended). We have taken information from other sections of the agreement and summarised them here so that you can find information more easily.

8.a (3.2)

Right to live in the property

This clause has been moved from Section 3 of the current agreement. There has only been a minor amendment to the wording.

8.b

Right to be consulted

We have moved this clause from the existing 'Introduction' page and there have been no changes.

8.c

Right to see your housing records

The 'Right to see your housing records' has also been moved to this new section from the current 'Introduction' page and there has been minor amendments to the wording.

8.d (2.4)

Right to Repair

This clause remains the same as in the existing agreement except we have removed reference to the guide to repairs.

8.e (2.5)

Right to make improvements (secure tenants only)

We have reworded this and given additional examples of improvements that you have the right to make to your home.

8.f (2.6)

Right to compensation for improvements

We have made minor changes to the wording.

8.g (3.6)

Right to buy (secure tenants only)

We have made minor changes to the wording.

8.h (3.7)

Right to manage

We have made minor changes to the wording.

8.i (3.3)

Right to take in lodgers (secure tenants only)

This is a summary of what is confirmed in clause 4.j of the new tenancy agreement.

8.j (3.4)

Right to sublet part of your home (secure tenants only)

This is a summary of what is confirmed in clause 4.k of the new tenancy agreement.

8.k (3.5)

Right of assignment / the right to exchange

This is a summary of what is confirmed in Section 4 Living in your home, Clause l. of the new tenancy agreement.

8.l (5.8)

Right of succession

This is a summary of what is confirmed in Section 7 Ending your tenancy, Clauses n. to q. of the new tenancy agreement.

Your Tenancy Details

Photographs of tenants

We have made some minor changes to this section including additional space for photographs.

By signing this agreement you are confirming the following:

We have updated this section for you to confirm that by signing this agreement you have read and understood the agreement and agree to the conditions set out. And that you are also confirming all information you have given us, and the information in your housing application form is true and has not changed. It also confirms examples of when we will take legal action against anyone that we discover has obtained a tenancy falsely.

Subject:	HRA Asset Strategy Review – Providing Safe Homes		
Date of Meeting:	20th September 2017		
Report of:	Executive Director Neighbourhoods, Communities & Housing		
Contact Officer:			
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Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 This report presents an update and review to the Housing Revenue Account (HRA) Asset Management Strategy, specifically in relation to health and safety. The current agreed HRA Asset Management Strategy includes as one of its 3 key themes the commitment to ‘Invest in homes and neighbourhoods to provide safe, good quality housing’. This report builds upon the strategy by seeking to embed further improved policies as set out in the report in Appendix1. This will provide a framework to ensure continued improvement in compliance and safety in homes, and better access to information for residents.
- 1.2 This report also gives an update on the project to retro fit sprinklers at Essex Place as reported to Housing & New Homes Committee on 16th November 2016, specifically relating to achieving match funding for the project from East Sussex Fire & Rescue Service.

2. RECOMMENDATIONS:

- 2.1 That Housing and New Homes Committee approve the Asset Management Strategy Review in principle, subject to consideration of the detailed Capital Programme in January 2018. The document is shown in full in Appendix 1.
- 2.2 That Committee agree to proceed with resident consultation, procurement and subsequent installation of a sprinkler system to Essex Place subject to match funding from East Sussex Fire & Rescue Service.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 As part of our HRA Asset Management Strategy and related strategic priorities both Capital and other resources to enable effective management of fire risk have been well supported and increased over previous years, with over £300,000 committed for 2017-18. This funding supports our work in achieving and

improving compliance, and as a result helps to ensure homes are as safe as possible for our residents. A multi-agency Housing Fire, Health and Safety Board, which includes East Sussex Fire and Rescue, several Council departments, and related agencies, has been in place for several years to ensure effective use of these resources, good governance and a 'joined-up' approach.

- 3.2 Prior to, and since the Grenfell Tower tragedy, we have undertaken a large number of actions, working closely with East Sussex Fire and Rescue Service. Since the Grenfell tragedy, these actions have largely focused on high-rise homes initially, and included undertaking additional precautionary inspections jointly with the fire service to check their safety, over and above the standard fire risk assessment process that is undertaken on all blocks. A brief overview of actions undertaken so far is included in the Asset Review document.
- 3.3 In order to ensure that the HRA is in an effective position to continue to review and improve fire safety for residents, it is crucial that our medium term policy and investment commitments respond to changing circumstances and are clear. This medium and longer-term proactive strategy is required to help plan for the future HRA Capital Programmes and staffing levels, to ensure ongoing policy is deliverable, and to allow for full and early involvement and consultation with residents, and other stakeholders, on detailed plans.
- 3.4 Retrospective installation of sprinklers at Essex Place has been planned in partnership with the Fire Service for some time. This was discussed at Committee in November 2016, and at that time was supported, subject to achieving match funding for the approximate £250,000 total cost, which the City Council has now had confirmed by East Sussex Fire and Rescue, who will contribute 50%, approximately £125,000.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 Throughout the development of the Asset Management Strategy, Housing Strategy priorities and resident consultation and priorities have been fully considered and balanced against our statutory duties. As set out in the report in Appendix 1, a number of delivery priorities and options will continue to develop over time.
- 4.2 The HRA 30 year financial plan and future Capital Investment will be further updated to reflect policy changes, and any changes in legislation, once the detail is known. This will enable review of future investment decisions on existing and new homes.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 Involvement with our residents to help shape strategy and service delivery priorities is a key focus for Housing. Ongoing consultation with tenants and leaseholders takes place continuously through a large number of different forums and settings.
- 5.2 Recently, a great deal of discussion and comments have been received by Housing on the subject of health and safety, and fire risk. This has taken place during the extensive visits to blocks by officers, by letter, telephone and e-mail.

This paper reflects some of the key areas that residents, and others, have expressed during these conversations.

- 5.3 Health and Safety priorities are overseen by the Housing Fire Health and Safety Board, which includes a number of Council departments and East Sussex Fire and Rescue Service. The contents of the review document reflect the priorities of this board.
- 5.4 The review establishes a high priority for providing easily accessible information for residents about safety where they live.
- 5.5 As set out in the review, some potential safety measures will only be a success, and proceed, where there is clear resident support, such as for the provision of sprinklers.

6. CONCLUSION

- 6.1 To ensure ongoing compliance is maintained, and continue to provide safe homes for residents, it is proposed to increase the level of HRA resources managing both the health and safety, and the fire risk, in our dwellings and blocks. This will be undertaken largely in the policy areas discussed in this policy document, and delivered principally through the HRA Capital Programme from 2018-19 onwards, and through the normal staff resource reviews.
- 6.2 Extra resources will assist with specific areas that will benefit safety, such as ongoing improvements in fire door and common ways management and enforcement (where required), better communication and information for residents, electrical safety compliance works and ongoing monitoring, and the installation of sprinklers (subject to local consultations).

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 The Asset Management Review document recommends that more HRA resources are used to manage fire risk in council dwellings. This will have both revenue and capital implications for the HRA. If agreed in principle, these changes will be reflected in the 'HRA Budget and Investment Programme 2018/19 and Medium Term Financial Strategy' report for consideration by Housing and New Homes Committee in January 2018.
- 7.2 The 2017/18 HRA Capital programme includes a budget of £0.250m for new sprinkler systems at St James's House and Essex Place. The budget assumes that 50% of this will be funded by East Sussex Fire and Rescue Service.

Finance Officer Consulted: Monica Brooks

Date: 24/08/17

Legal Implications:

- 7.3 The Grenfell tragedy has served to focus the minds of many authorities about the provision of safe housing. The legal implications of not providing safe housing are very significant and range from corporate manslaughter and other criminal matters to Court proceedings for negligence. It is therefore very important that all safety is constantly kept under review and even more so when an incident of this nature arises. There are no specific requirements of any local authority as to how it undertakes its fire safety (and other safety reviews), but the general

principle under criminal civil law is to take all reasonable steps to identify issues and then to address those issues. In relation to fire risk assessments, the Regulatory Reform (Fire Safety) Order 2005 requires the responsible person to make a suitable and sufficient assessment of the risk to which residents and others are exposed for the purpose of identifying general fire precautions. Any such assessment must be reviewed regularly, particularly if there is reason to suspect that it is no longer valid or there has been a significant change at the premises. There is no directive or time limits applicable, but what is reasonable and practical in all the circumstances. The proposal to install and maintain the sprinkler systems as set out in the report is a suitable and proportionate response to the assessed fire risk as part of an ongoing process which will be kept under review. External legal advice in relation to Brighton Leases has been sought regarding the council's powers to force access to leaseholder flats and the leaseholders' obligation to contribute towards sprinkler installation and maintenance costs. In the event of any leaseholder opposition, this can ultimately be resolved by the Property Tribunal.

*Lawyer Consulted: Simon Court
2017*

Date: 25th August

Equalities Implications:

- 7.4 A full Equality Impact Assessment is planned to fully capture any impacts arising from these policies, as an addition to existing EIA's in place for Capital Programmes.

Sustainability Implications:

- 7.5 All Investment programmes include consideration of sustainability related issues, including energy and water conservation, and the procurement of materials from managed and sustainable sources.

SUPPORTING DOCUMENTATION

Appendices:

1. Appendix 1 – HRA Asset Strategy Review – Providing Safe Homes

Documents in Members' Rooms

Background Documents

Crime & Disorder Implications:

- 1.1 There are no significant crime and disorder implications.

Risk and Opportunity Management Implications:

- 1.2 Health and Safety Risks are managed through the Housing Fire Health and Safety Board.

Public Health Implications:

- 1.3 This review reflects the City Councils wish and duty to promote public health, safety and wellbeing.

Corporate / Citywide Implications:

- 1.4 Both Corporate Health and Safety team and East Sussex Fire and Rescue Service form a key part of the Housing Fire Health and Safety Board, which oversees health and safety in City Council Housing.

HRA Asset Strategy Review – Providing Safe Homes

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Recommendations

To ensure ongoing compliance, and continue to provide safe homes for residents, it is proposed to increase the level of Housing Revenue Account resources managing both the health and safety, and the fire risk in our dwellings and blocks. The specific recommendations are set out in the medium term policy proposals, and delivered principally through the HRA Capital Programme from 2018-19 onwards, and through the normal staff resource reviews.

Extra resources will assist with specific areas that will benefit safety, such as ongoing improvements in fire door and common ways management and enforcement (where required), better communication and information for residents, electrical safety compliance works and ongoing monitoring, and the installation of sprinklers (subject to local consultations).

One potential option is to move forward with a draft 5-year programme of retrospective sprinkler installation across the high-rise blocks, the majority of which do not have sprinklers at present. Detailed and early consultation with residents at each block will be undertaken to ensure community support on a case by case basis. However, there are alternative options that could be further considered, including a more limited programme based on the higher risk blocks (based on the risk matrix developed with East Sussex Fire & Rescue), or to not progress as sprinkler installation programme at all at this time.

The HRA will require additional funding and resources for managing fire risk in order to deliver these recommendations. These will form part of the 2018-19 HRA Capital Investment Programme proposals, along with provisional proposals for 2019-20 and 2020-21.

It is likely that this Asset Management review will need flexibility in its future delivery as further information and knowledge and learning become available following the Grenfell Tower fire. There is also the potential for future additional regulation and improvement being required. Although these cannot all be anticipated at this time, implementing these recommendations will improve the HRA's position in readiness for them.

Context

The current agreed HRA Asset Management Strategy includes as one of its 3 key themes the commitment to 'Invest in homes and neighbourhoods to provide safe, good quality housing'. The delivery of this is supported through the HRA Capital Investment Programmes. This review relates principally to fire risk management, and integrates with wider health and safety compliance.

Strategically, both Capital and other resources to enable effective management of fire risk have been well supported and increased over previous years, with over £300,000 committed for 2017-18. This funding supports our work in achieving and improving compliance, and as a result helps to ensure homes are as safe as possible for our residents. A multi-agency Housing Fire, Health and Safety Board, which includes East Sussex Fire and Rescue, several Council departments, and related agencies, has been in place for several years to ensure effective use of these resources, good governance and a 'joined-up' approach.

Prior to, and since the Grenfell Tower tragedy, we have undertaken a large number of actions, working closely with East Sussex Fire and Rescue Service. Since the Grenfell Tower fire, these actions have largely focused on high-rise homes initially, and included undertaking additional precautionary inspections jointly with the fire service to check their safety, over and above the standard fire risk assessment process that is undertaken on all blocks. A brief overview of actions undertaken so far is included in the next section.

In order to ensure that the HRA is in an effective position to continue to improve fire safety for residents, it is crucial that our medium term strategy and investment commitments respond to changing circumstances. This strategy is required to help plan for the future HRA Capital Programmes and staffing levels, to ensure ongoing policy is deliverable, and to allow for full and early involvement and consultation with residents, and other stakeholders, on detailed plans.

To continue to build on community liaison and joint working initiatives, we need to be both proactive and provide leadership, reassurance and excellent communication. This review aims to provide some key steps on that ongoing journey as far as possible at this time.

Initial actions

Following the Grenfell Tower fire the HRA have undertaken a great number of actions to check safety, provide information and reassure residents. These include:

- Existing compliance in terms of Fire Risk Assessments were found to be robust and in place.
- Undertook additional precautionary joint inspections of all the 43 High-Rise blocks with the Fire Service over and above the usual fire risk inspection arrangements, and published the results for each block online. Any works or improvements that were required have been ordered via our partners.
- Produced a fire safety in flats video and extensive Q&A on the City Councils' website at : <https://www.brighton-hove.gov.uk/content/housing/council-housing/council-owned-high-rise-fire-safety-faqs>
- Staff delivered letters to all high-rise flats in the days following the Grenfell fire giving updates on the inspections being carried out, and their findings.
- Answered several hundred queries from residents and others in a short period of time.
- Housing Fire Health and Safety Board undertook additional extraordinary meetings twice weekly to co-ordinate resources and manage actions through to completion.
- Where required, further independent surveys to look at the performance of fire protection systems is underway.
- Used learning from this initial phase of actions to help inform our medium-term strategy.

The need to redirect internal staff resources towards the speedy inspection and reassurance of residents in the days and weeks following the Grenfell fire has resulted in some delays to the delivery of ongoing programmes and major projects. In addition, there are some major works projects in the design stage that may include potential options for installing non-combustible cladding systems. All major works projects already have a more

enhanced focus on integrating fire safety investment into the project at the design stage. Examples of how this may work in practice may be the integration of improvements to the common way services, or an offer to residents to install sprinklers alongside the major works project.

Medium term policy proposals

Following the tragic fire at Grenfell Tower, Housing Fire Health and Safety Board requested a review of the current and medium-term plans for ensuring effective fire safety management. The aim of this review is to enable a continuing proactive approach that will allow the HRA to continue to be in a generally positive position regarding its fire risk management arrangements.

Some key themes that have emerged in terms of ensuring continuing and improving risk management, planning future Capital Investment, and resources required, include:

- Communication – working even more closely with residents to improve their access to information on health and safety, fire safety and risk assessments for residents, and keeping it as up to date as possible via the website. Earlier engagement in any fire risk related issues or projects.
- Fire Doors in blocks – build further on the investment already made, which show high levels of compliance already, including a greater focus and additional resources required to achieve improved compliance and ongoing monitoring, including leasehold flat entrance doors.
- Electrical installations – we will make some additional improvements to the arrangements for monitoring and managing electrical inspections and certification to ensure ongoing high levels of compliance and safety. Hard wired smoke detectors will continue to be installed alongside rewires to provide additional safety for residents.
- Major works projects – continue to improve the integration of health and safety, including fire safety considerations and improvement proposals at an early stage of larger projects, and as part of the consultation and design process on the project itself.
- Sprinkler systems – provide additional protection for residents and firefighters in the event of a fire, and a detailed look at options for a retrospective installation of sprinklers in High-Rise blocks, subject to case-by-case consultation and engagement with residents, are set out in the next section.

We are committed to delivering these medium term policy proposals, working and consulting closely with East Sussex Fire and Rescue Service, residents and other stakeholders. Work on implementing all fire risk related policies will continue to be overseen and governed through the Housing Fire Health and Safety Board.

Sprinkler retrofitting options and proposals

For some time now, the HRA have supported the installation of sprinkler systems due to evidence that they can save lives in the event of a fire, as well as preventing spread outside a single dwelling. The HRA have already installed sprinklers in Somerset Point, and provisionally funded plans are being advanced to proceed at St James's House and Essex Place, in conjunction with East Sussex Fire and Rescue Service, over the coming months. Therefore the overview estimate of costs does not include sprinkler installation costs for these 3 blocks.

Providing sprinklers for residents in high-rise blocks would be in addition to continuing provision of other fire safety arrangements and inspections. It is important to note that investment in sprinklers would form only one part of the ongoing and long-term investment by the HRA in these blocks, and others, citywide, as reflected in the levels of investment in fire safety made in current and previous years.

In terms of the likely Capital costs, our current estimates are that it would cost the HRA around £6.2m to install sprinklers into the remaining 40 high-rise blocks. It is important to develop an agreed delivery model for leasehold flats over the coming months, based on legal advice and discussed in more detail later in this document.

As with any installation programme that needs to be spread over time to be delivered successfully, an agreed method of prioritisation of blocks is required. Where each block fits in the programme timescale will be developed via an updated risk matrix being developed in partnership with East Sussex Fire and Rescue Service, overseen and agreed by the Housing Fire Health and Safety Board as a separate piece of work from this review. The risk matrix will follow a similar risk based approach which led to Somerset Point being the first to receive sprinklers.

Additional priority may also be given to blocks where major projects are being planned, on a case-by-case basis, working with the Fire Service, residents and others, depending on the proposed work types.

In terms of delivery options and constraints, our experience from the Somerset Point sprinklers project suggests that we should plan for a high level of early resident engagement, design and ongoing project management is required both prior to and during the installation of sprinklers in blocks and homes. This factor, along with contractor

resources and other logistical issues indicate that a planned programme of investment over a minimum of 5 years (around 8 high-rise blocks per year on average) is likely to be the quickest practically achievable. This would require HRA investment of around £1.25 million per year, and the programme could start in the 2018-19 financial year, subject to the required budget approvals via the overall Capital Investment Programme.

Other options that were considered included a 3-year & 7-year installation programme.

A 3-year programme would require funding of just over £2million per annum, which would put additional pressure on the funding of other capital programme priorities. It would involve installing sprinklers at more than 1 block per month on average, and, overall, our opinion is that such a level of delivery would be unachievable in terms of effective resident consultation, liaison, contractor availability and quality control issues.

Alternatively, some longer programmes could be planned for. A 7-year programme would entail HRA Capital funding of around £900,000 per annum, limiting the potential impact on other programmes. A longer programme does have some deliverability advantages, but in general it is felt to be a long time period for blocks at the end of the programme to wait to be offered and consulted on sprinklers.

In addition, there are alternative options that could be further considered, including a more limited programme based on installing sprinklers only at higher risk high rise blocks (based on the risk matrix developed with East Sussex Fire & Rescue), or to not progress a comprehensive sprinkler installation programme at all at this time.

For any option involving a number of sprinkler system installations, it is likely that the HRA would require a range of additional resident liaison and project management resources to manage the programme and deliver on time and budget.

Resident involvement and consultation

We are committed to a full dialogue with residents and other stakeholders where it comes to fire safety and proposed fire safety works. It is our view that, where possible, fire risk improvement works will only be delivered truly effectively with community support and 'buy-in'.

Where enhancements proposed are over and above current statutory requirements, such as sprinklers, it is acknowledged that additional early and full consultation with those affected will be needed, with a view to working together to gain clear resident support for final proposals. In cases where community support is not forthcoming it is unlikely that sprinkler installation would progress, on a case-by-case basis.

Additionally, it is acknowledged that there is a need for clarity for leaseholders, particularly regarding sprinklers. A separate policy setting out the details of how sprinkler installation will affect leaseholders will be developed and approved over and above the existing statutory consultation process prior to the start of the sprinkler programme.

Subject:	Home Purchase Policy		
Date of Meeting:	20 September 2017 Policy, Resources and Growth Committee - 12 October 2017		
Report of:	Executive Director Neighbourhoods, Communities & Housing		
Contact Officer:	Name:	Diane Hughes	Tel: 01273 293159
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Ward(s) affected:	All		

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1. PURPOSE OF REPORT AND POLICY CONTEXT

1.1 The Housing service requires a policy on the purchase of homes funded by the Housing Revenue Account (HRA). This would enable the service to:

- Maximise the supply of affordable homes in the city in support of the Housing Strategy
- Meet housing need through the housing register
- Utilise retained Right to Buy receipts thereby avoiding the need to return capital funds to the government and reducing the impact on the HRA's borrowing headroom.

1.2 The council has statutory powers to purchase properties. The Executive Director Neighbourhoods, Communities and Housing has delegated authority to purchase properties up to £250,000 after consultation with the Chairs of Housing & New Homes Committee and Policy Resources & Growth Committee.

1.3 There is currently no policy framework that enables officers to decide whether to make offers to buy properties. This report and the accompanying draft policy at Appendix 1 seeks to fulfil this requirement and requests budget approval.

2. RECOMMENDATIONS:

That Housing & New Homes Committee:

2.1 Agrees the Home Purchase Policy at Appendix 1 which enables the HRA to purchase homes, both through the right of first refusal and on the open market (subject to business case).

2.2 Note that the policy allows the purchase of accommodation up to £250,000 subject to the purchase meeting the policy criteria.

- 2.3 Note that the scheme and future budget allocation will be reviewed as part of the HRA budget setting process for 2018/19.
- 2.4 Recommends to Policy Resources & Growth Committee to approve a budget of £1.000m within the HRA capital programme 2017/18 for the purpose of purchasing former council homes, to be funded from Right to Buy receipts (£0.300m) and HRA borrowing and/or reserves (£0.700m).

That Policy, Resources & Growth Committee:

- 2.5 Approves a budget of £1.000m within the HRA capital programme 2017/18 for the purpose of purchasing former council homes, to be funded from Right to Buy receipts (£0.300m) and HRA borrowing and/or reserves (£0.700m).

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 The city wide Housing Strategy adopted by council in March 2015 has as priority one - improving housing supply with a commitment to prioritise affordable housing provision in the city. The city has an Affordable Housing Brief based on evidenced housing needs in the city and this brief reflects the very pressing need for affordable homes in the city.

- 3.2 A Home Purchase Policy which supports the purchase of the right property, for which there is demand, at the right price would support this priority. The properties could be used to help meet demand for temporary accommodation for homeless households in the short term. Longer term the accommodation could be used for general needs housing applicants where there is a duty for the council to house. There are a number of ways this could be achieved. These include:

3.3 Buy back of properties sold under the Right to Buy

The council has statutory powers under The Housing (Right of First Refusal) (England) Regulations 2005. Since August 2005 the council's Right to Buy leases have placed a legal obligation on the former secure tenant who exercised their right to buy and their successors to offer the council first refusal if they decide to sell within 10 years of the original purchase.

The council has not to date exercised this right as there is no policy or budgetary framework for the council to take this opportunity. In 2016/17 the council has been notified of 17 'first refusal' opportunities (15 of which were under £250,000).

The regulations require that offers are accepted or refused within 8 weeks, otherwise the owner can sell the property as they see fit. Delegated authority will therefore support the potential purchase of these properties enabling us to work to the timescales prescribed.

3.4 Former council properties for sale on the open market

Where there is no right of first refusal, there may still be good value opportunities for the council to buy former council homes back, when they come to our attention through estate agents or auctions.

3.5 **Purchasing properties on the open market**

This would present a wider range of properties from which to meet housing needs, but would often attract higher values and would not provide the management benefits of properties already situated on housing estates.

3.6 **Other opportunities**

Alongside the purchase of homes, other opportunities may become available to purchase properties or land for housing. These opportunities would need to be subject to business case approval by Housing & New Homes Committee with formal approval sought through Housing & New Homes, Planning and Policy, Resources and Growth Committee (as required).

4. **Criteria for a Home Purchase Policy for the purchase of homes**

4.1 The decision to purchase properties will be dependent on a business case on a property by property basis but which would be determined by the following factors:

- The purchase price and availability of capital funds
- The cost of any refurbishment work required to bring the property up to the Brighton & Hove Standard (ideally to a maximum of 10% of purchase price)
- Whether on going maintenance costs are considered to be excessive (or greater than average stock levels)
- Whether the property is situated amongst existing Brighton & Hove City Council housing stock
- Whether there is a specific housing need for the type of property that is being offered, as established by the Housing Register
- Whether a purchase of a property would free up land or enable access to a site suitable for development of affordable housing
- Savings to the council through reduced need for temporary accommodation or specialist accommodation.

4.2 A budget of £1m is sought for 2017/18 to purchase properties funded by RTB receipts (£0.300m) and from HRA reserves and/or HRA borrowing of (£0.700m) depending on the rent levels set. In future years the budget will be set as part of the annual HRA Budget and Investment Programme report.

4.3 An initial viability study over 40 years of a cross section of ex-council properties on the market (Source: Right move at 5 June 17) is attached at Appendix 2. This details the viability of purchases applying both Local Housing Allowance level rent, living wage rent and social rent to demonstrate the impact of different rent levels on the amount of subsidy required.

4.4 The accommodation could be used for either temporary accommodation or general needs housing subject to demand and affordability. The viability of purchases is stronger when rents are set at Local Housing Allowance level rents supporting the use of these properties for temporary accommodation initially, with the longer term aim to add to the council's general needs stock at social rent if/when viable. These decisions will be taken on a case by case basis and rents will be set at a minimum of social rent to a maximum of LHA rent depending on

the use of the property. The future use of the properties will be considered as part of the review of the scheme after a year.

- 4.5 Initially using the properties for temporary accommodation will reduce cost pressures in the general fund because housing benefit (where applicable) will cover the rental costs. The shortage of supply of affordable accommodation in the city together with the implementation of further welfare reforms means that the pressure on the temporary accommodation budget continues for 2017/18, so any extra low cost units of accommodation will help mitigate the pressures.

5. ANALYSIS & CONSIDERATION OF OPTIONS

	Option	Benefits	Risks
Option 1	Adopt a Home Purchase Policy to purchase former council homes	<p>Increase supply of affordable housing</p> <p>Pressing housing needs are met</p> <p>Right to Buy receipts are spent and therefore not returned to the government and not incurring interest at 4%</p> <p>The use of Right to Buy receipts will free up some of the borrowing headroom</p> <p>The council has knowledge of the stock and there are cost efficiencies in management (because they will be on our estates)</p> <p>Good value purchase that meets a housing need.</p>	<p>Disappointment from vendors where the budget has run out for the year or if they do not meet the criteria</p> <p>The exercise of the Right to Buy and eligibility for a discount a second time in the case of the property being allocated under a secure tenancy. However, the discount would be reduced by the 'cost floor' rule. This applies if the home has recently been purchased or built or the council has spent money on repairing or maintaining it in the previous 15 years. The discount could be reduced to nil if the cost floor is more than the discount. The risk is also mitigated by a good value purchase that meets a housing need</p> <p>HRA borrowing to support this policy in future years may impact on borrowing headroom which could affect the councils new build programme.</p>

Option 2 (preferred option)	Adopt a Home Purchase Policy to include former council owned homes, homes which are not ex-council properties and other opportunities	Benefits as per option 1 A wider range of properties from which to meet housing needs Ability to unlock and/or strengthen the viability of potential development sites RTB receipts could be used to fund 30% of the purchase The council has knowledge of the stock and there are cost efficiencies in management (because some will be on our estates).	Risks as per option 1 The non council properties may be 'unknown quantities' and expensive to maintain in the future Reduced management efficiencies due to non council properties not being located on housing owned land/buildings By purchasing flats in privately owned blocks, the council will become a leaseholder without the benefits of being a freeholder.
Option 3	Do nothing	The removal of the risks listed for option 1 and 2	Not taking advantage of opportunities to improve the supply of affordable housing Inability to spend retained RTB receipts at the required level with repayment to the government with 4% interest Not meeting housing needs identified in the city.

6. COMMUNITY ENGAGEMENT & CONSULTATION

- 6.1 Estate Regeneration Members Board considered this report on 4 September 2017.
- 6.2 Area Panels were consulted in September 2017. All panels were supportive about the introduction of the policy. Discussions were held about the Right to Buy process and repayment of discounts and the funds available for the first year and whether this should be more. A question was raised about whether there would be a 'bidding war' for the properties we wish to buy back. 4.5 of the policy outlines what would happen in the event that a valuation could not be agreed between both parties.

7. CONCLUSION

- 7.1 The purchase by the council of additional affordable homes will help meet the council's strategic objectives to increase housing supply as set out in the council's Housing Strategy.
- 7.2 A Home Purchase Policy would be reviewed after a year to determine the success of the scheme and to inform future budget decisions.

8. FINANCIAL & OTHER IMPLICATIONS:

Financial implications

- 8.1 In June 2012, the council signed an agreement to retain Right to Buy (RTB) Receipts, which can be used to fund up to 30% of a new build development or purchase of a property. The agreement requires these amounts to be spent within 3 years of receipt otherwise the council will be required to repay them to the Government with interest at a rate of 4% above the base rate.
- 8.2 Since the agreement was signed in 2012, £18.745m in RTB receipts has been retained, requiring the council to spend £62.483m by 30th June 2020, either by building new homes, acquiring ex council properties from tenants, acquiring houses not being used as social housing or passing the receipts onto another affordable housing provider for them to utilise.
- 8.3 To date £5.780m of receipts has been used to fund the New Homes for Neighbourhoods (NHFN) programme expenditure of £19.332m. There have been no purchases of properties that have enabled the use of retained receipts and so currently there is just a reliance on the NHFN programme to spend the required amount by 30th June 2020. It is therefore important that there are other streams of expenditure in place, such as the Home Purchase Policy recommended in this report, to keep the cash flow moving whilst decisions are made on larger schemes. Otherwise there is a risk that the Council will have to pay back receipts, losing valuable resources for new homes as well as paying interest to the Government.
- 8.4 For 2017/18, a budget of £1.000m is recommended for this purpose, 30% or £0.300m to be funded by RTB receipts with the balance of up to £0.700m funded by the use of HRA borrowing and/or HRA general reserves. For 2018/19 and future years, this expenditure will form part of the HRA Budget and Investment Programme Report to Housing and New Homes Committee and Policy Resources & Growth Committee (PR&G). Future years' funding will come from RTB receipts and a combination of borrowing (up to the amount funded by new rental income) with any balance (subsidy) being paid for from direct revenue funding (current HRA income).
- 8.5 Appendix 2 shows some examples of indicative costs of buying back homes and calculates the subsidies/surpluses required from the HRA depending on rents being set at either LHA rates, Living Wage rents or social rent levels. The table shows that for all the examples given, if rents are set a social rent levels, a subsidy would be required from the HRA.

8.6 As at 1 April 2017 the HRA general reserves totals £8.159m (subject to audit of 2016/17 annual accounts). A minimum working balance of £3.000m is recommended leaving £5.159m available to use. PR&G have recently approved the use of £1.200m for the new Housing Management IT system leaving £3.959m of useable reserves. Any underspends on the HRA during 2017/18, that are not earmarked for specific purposes, will be added back to reserves to increase this balance. At month 4, the HRA is currently forecasting an underspend of £0.310m,

Finance Officer Consulted: Monica Brooks

Date: 29/08/17

Legal Implications:

8.7 The council has statutory powers under The Housing (Right of First Refusal (England) Regulations 2005 to buy back ex council properties that were sold post August 2005. An open market valuation would apply.

8.8 The council is allowed to exempt certain properties from the Right to Buy in the following situations:

- Dwelling houses let in connection with employment For e.g. a caretaker at a school who is occupying a house or flat for the purposes of his work would not be able to exercise the right to buy
- Certain dwelling-houses for the disabled - this exemption is very hard to meet as it has to be one of a group of homes with special facilities in close proximity.
- Certain dwelling-houses for persons of pensionable age are exempted. Living in temporary accommodation is not one of the exemptions contained within Schedule 5 of the Housing Act 1985. However, a person in temporary accommodation cannot be a secure tenant, unless the Council was to state to the contrary. In order to be able to exercise the right to buy you do need to be a secure tenant, so it is in effect an exemption. Schedule 1 of the HA 1985 specifies tenancies which are not secure.

8.9 The council has statutory powers under regulation 8 of The Housing (Right of First Refusal (England) Regulations 2005 to nominate 'first refusal' opportunities to private registered providers in the city.

8.10 The Council's constitution delegates to the Executive Director the power, after consulting the Chairs of Housing & New Homes and Policy, Resources & Growth Committees, to acquire or dispose of land for a consideration of up to £250,000.

Lawyer consulted:

Joanne Dougnaglo

Date: 11/09/17

8.11 Equalities Implications:

A Home Purchase Policy would support delivery of the city's Housing Strategy and an increase in housing supply will extend opportunities to accommodate households on the Housing Register who are on housing need.

8.12 Sustainability Implications:

Purchased properties will be required to meet the Brighton & Hove Standard and seek to be energy efficient, minimise carbon emissions and reduce water usage.

SUPPORTING DOCUMENTATION

Appendices:

Appendix 1: Draft Home Purchase Policy

Appendix 2: Viability results of the potential purchase of a cross-section of properties on the market in June 2017

Documents in Members' Rooms

None

Background Documents

None

Home Purchase Policy

1 Introduction

- 1.1 Brighton & Hove is a popular place to live with good transport links to neighbouring towns and to London. It has a buoyant housing market and the cost of buying or privately renting a home in the city is unaffordable for many local residents, demonstrating a pressing need for affordable housing in the city.
- 1.2 There are limited opportunities to build in the city and with land at a premium and rising building costs the pressures on providing additional housing can not be met resulting in demand outstripping supply.
- 1.3 The reality of how difficult it is for households to find affordable housing in the city is reflected in the number on the council's housing register and households approaching the council due to being or at risk of becoming homeless.
- 1.4 Over the past five years (to April 2017), 279 properties have been sold under the Right to Buy, further reducing affordable housing for rent in the city.
- 1.5 The citywide Housing Strategy adopted by council in March 2015 has as priority 1 **Improving Housing Supply** with a commitment to prioritise affordable housing provision in the city. This policy aims to provide another option for increasing affordable housing in the city.

2 Scope of the policy

- 2.1 This policy sets out Brighton & Hove City Council's (the council) approach to the buy back of properties previously sold under the Right to Buy (RTB).
- 2.2 The council has statutory powers under The Housing (Right of First Refusal) (England) Regulations 2005. Since August 2005 the council's RTB leases have placed a legal obligation on the former secure tenant who has exercised their right to buy and their successors to offer the council first refusal if they decide to sell within 10 years of the original purchase.
- 2.3 This policy will apply to these properties plus other properties available for sale on the open market.

2.4 This policy aims to

- Maximise the supply of affordable homes in the city in support of the Housing Strategy
- Meet housing need through the housing register
- Utilise retained RTB receipts thereby avoiding the need to return capital funds to the government and reducing the impact on the Housing Revenue Account's (HRA) borrowing headroom.

3 Criteria

3.1 The decision to purchase properties will be dependent on a business case on a property by property basis which would be determined by the following factors:

- The purchase price (up to £250,000) and availability of capital funds
- The cost of any refurbishment work required to bring the property up to the Brighton & Hove Standard (ideally to a maximum of 10% of purchase price)
- Whether on going maintenance costs are considered to be excessive (or greater than average stock levels)
- The property is situated amongst existing Brighton & Hove City Council housing stock
- There is a specific housing need for the type of property that is being offered, as established by the Housing Register
- Whether a purchase of a property would free up land or enable access to a site suitable for development of affordable housing
- Savings to the council through reduced need for temporary accommodation or specialist accommodation

4 Processing claims under the Right of First Refusal

- 4.1 In accordance with the 'Right of First Refusal' since August 2005 the council's RTB leases have placed a legal obligation on the former secure tenant who has exercised their right to buy and their successors to offer the council first refusal if they decide to sell within 10 years of the original purchase.
- 4.2 The owner wishing to sell the property must submit an Offer Notice in writing to the council, which should include the full address, confirmation that there is a covenant requiring the owners to first offer the property to the council, and specifics of the property such as the type and size of property, the type of heating system and improvements that have been made since its purchase from the council.
- 4.3 The council will send an acknowledgement of receipt within five working days. The acknowledgement will specify the date on which the offer notice was first received and give more details regarding the Right of First Refusal.

- 4.4 In accordance with the criteria set out in section 3 the Head of Property & Investment will recommend to the Executive Director of Neighbourhoods, Communities and Housing whether:
- 1) the council wishes to accept the offer and purchase the property
 - 2) the property should be offered to another registered provider in the area for purchase
 - 3) the offer should be rejected
- 4.5 If the council wishes to accept the offer it will confirm this to the owner within 8 weeks of receipt of the Offer Notice. The council will ask its nominated valuer to value the property. This must be agreed between both parties. If no agreement can be made the value will be determined by the District Valuer. Acceptance of the offer will be carried out in writing through the issuing of an Acceptance Notice.
- 4.6 If the council does not wish to accept the offer, a Rejection Notice will be served as soon as possible (and within 8 weeks).
- 4.7 If the council has not served an Acceptance Notice or Rejection Notice within 8 weeks of receipt of the Offer Notice the owner may proceed with selling the property as they see fit.
- 4.8 If after a period of 12 months the owner has not sold the property and still intends to do so they must serve a fresh Offer Notice to the council first.
- 4.9 If an offer to purchase the property is made by the council a binding contract must be entered into with the owner
- No later than 12 weeks after the date in which the Acceptance Notice is served on the owner or
 - No later than 4 weeks after receipt of written confirmation from the owner that they are ready to complete (whichever is later)

5 Financial resources

- 5.1 Financial resources available for this policy will be dependent on the ability of the HRA to fund any acquisitions. A budget for this policy will be determined on an annual basis. Properties will be considered on a case by case basis and any decision to buy a property will be subject to approval by the Executive Director of Neighbourhoods, Communities & Housing after consultation with the Chairs of Housing & New Homes Committee and Policy, Resources & Growth Committee.

6 Appeals process

- 6.1 Appeals must be received within 28 days of the decision letter.
- 6.2 Where the appeal is in respect of how the policy and procedure have been applied it will be investigated in line with the council's complaints procedure.

6.3 Appeals against decisions will be considered by the Assistant Director of Housing whose decision is final.

7 Other opportunities

7.1 Alongside the purchase of homes, other opportunities may become available to purchase properties or land for housing.

The viability of each potential purchase would need to be completed taking account of:

- The purchase price and nature of the property/land
- The cost of any conversion and refurbishment work to bring it into use
- Grant funding opportunities to support delivery of new housing
- Planning considerations
- There is a specific housing need for the type of property that is being offered, as established by the Housing Register
- The property/land is situated amongst existing Brighton & Hove City Council housing stock

7.2 These opportunities would need to be subject to business case approval by Housing & New Homes Committee with formal approval sought through Housing & New Homes Committee, Planning and Policy, Resources and Growth Committee (as required).

8 Publicity

8.1 We will publicise this policy:

- On the council's website
- In the Leaseholders Handbook
- Through staff briefings and training

Written copies of this policy are available on request.

9 Policy review

9.1 This policy will be reviewed every three years or where circumstances change significantly.

10 Related legislation

- Housing Act 1980 as amended by the Housing Act 1985, Part 5
- Housing Act 2004
- The Housing (Right of First Refusal) (England) Regulations 2005

Appendix 2: Individual Property Modelling

	Asking price	Max. Decent Homes expenditure (10%)	Stamp Duty	Agent Fees	Total Purchase costs	LHA Rent			Social Rent			Living Wage Rent (37.5% living wage)		
						Supported Borrowing	RTB Receipts	Subsidy / (Surplus)	Supported Borrowing	RTB Receipts	Subsidy / (Surplus)	Supported Borrowing	RTB Receipts	Subsidy / (Surplus)
	£	£	£	£	£	£	£	£	£	£	£	£	£	£
1 bedroom flat - Moulsecoomb & Bevendean	170,000	17,000	900	1,000	188,900	159,936	56,670	(27,706)	51,451	56,670	80,779	144,905	56,670	(12,675)
2 bedroom flat - Hollingdean	230,000	23,000	2,100	1,000	256,100	218,810	76,830	(39,540)	64,432	76,830	114,838	185,790	76,830	(6,520)
2 Bedroom flat - Hollingdean	152,500	15,250	550	1,000	169,300	218,810	50,790	(100,300)	64,432	50,790	54,078	185,790	50,790	(67,280)
3 Bedroom semi det house - Hollingbury	215,000	21,500	1,800	1,000	239,300	284,056	71,790	(116,546)	89,259	71,790	78,251	226,676	71,790	(59,166)
1 Bedroom flat - Hollingbury	210,000	21,000	1,700	1,000	233,700	159,936	70,110	3,654	51,451	70,110	112,139	144,905	70,110	18,685
3 Bedroom flat - Portslade	250,000	25,000	2,500	1,000	278,500	275,208	83,550	(80,258)	89,259	83,550	105,691	226,676	83,550	(31,726)

Subject:	1. Single Homeless & Rough Sleeper Accommodation and Support Services 2. Young People's Housing Advice & Supported Accommodation		
Date of Meeting:	20th September 2017		
Report of:	Rob Persey, Executive Director Health & Adult Social Care		
Contact Officer:	Name:	Jenny Knight	Tel: 01273 293081
	Email:	Jenny.knight@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 This report is being provided for information only.
- 1.2 The report is being provided to update Housing & New Homes Committee on the progress of two previous committee reports.
 - Single Homeless & Rough Sleeper Accommodation & Support Remodelling & Tender Report presented on the 21st September 2016
 - Young People's Housing Advice and Supported Accommodation Report presented on the 16th November 2016.
- 1.3 Following consultation with stakeholders and service users new models of accommodation and support for single homeless adults and homeless young people were developed in 2015/16 to respond to increasing demand and the changing demographics of service users. Since the presentation of the remodelling proposals work has commenced to remodel and retender services. This report provides the first update on progress in this area.

2. RECOMMENDATIONS:

- 2.1 That this report is noted.

3. CONTEXT/ BACKGROUND INFORMATION

Single Homeless Adults and Rough Sleepers

- 3.1 On the 21st September 2016 a report was presented to Housing & New Homes Committee which provided an overview of the new model of accommodation and support for single homeless adults and rough sleepers. This report covered

- Commissioned accommodation and support services for homeless people and rough sleepers.
 - Hostel accommodation and support services directly provided by Brighton & Hove City Council.
- 3.2 The contracts for the majority of homeless and rough sleeper services came to an end on the 31st March 2017. Some services such as the Rough Sleeper Outreach Service, Housing First Service and the Floating Support Service for those in independent accommodation had already been re-procured prior to the report but others were included in the remodelling and tender plan. The retender process is to take place in three stages. See Appendix 1 for services to be tendered.
- 3.3 Services are being remodelled to improve outcomes for service users by creating psychologically informed environments which work with service users in a personalised way. The services will work within the recovery model supporting individuals to recover from homelessness, substance misuse and physical and mental ill health. They will also support service users to access meaningful occupation through community groups, leisure activities, peer support, employment and education.

Tender Stage 1: High Support Accommodation

- 3.4 As part of the remodelled accommodation for homeless people and rough sleepers a competitive tender process has taken place for high support accommodation. High support accommodation is defined as a 24 hour supported accommodation service with individual key work support for at least 5 hours per week per service user. The procurement for high support accommodation included two tenders one for generic high support and one for a specialist high support service for people with multiple and complex needs.
- 3.5 The tender for high support accommodation has been awarded to:
- Brighton Housing Trust – 52 units of accommodation.
 - Brighton YMCA – 23 units of accommodation.

The evaluation panel for the tenders were extremely impressed by the quality of the tenders submitted. Both Brighton Housing Trust and Brighton YMCA currently provide supported accommodation services within the city, however the tenders offered a new model of support which included comprehensive day activities programmes, asset based work with service users and psychologically informed environments based on national good practice¹.

¹ Psychologically Informed Environments are a way of working with individuals who have suffered trauma to support them out of homelessness.

<http://www.homeless.org.uk/sites/default/files/site-attachments/Creating a Psychologically Informed Environment - 2015.pdf>

Asset or Strength Based working is a way of helping people by looking at what they have, rather than what they lack. This approach helps people make use of their existing skills, knowledge and relationships. It is also called a 'Strength-based approach', and can be used as a way of improving local areas, by promoting what is good about an area rather than focusing on problems

<http://homelesshub.ca/toolkit/subchapter/strength-based-approach>

- 3.6 Brighton Housing Trust and Brighton YMCA high support accommodation have been mobilised and the services commenced on the 1st September 2017.
- 3.7 The tender for the multiple and complex needs high support service was not awarded following the procurement process. A review has taken place and the decision has been taken to re-tender the multiple and complex needs service using the council provided New Steine Mews service. The financial envelope for the tender has been increased due to feedback from the previous unsuccessful tender of New Steine Mews. Following consultation with staff and unions this service will go out to tender in October 2017.
- 3.8 As part of the September 2016 report H&ASC Commissioning had estimated that the tender for high support would generate 80 units of accommodation however we are on target to exceed this with 75 units of our proposed 80 units of high support accommodation already commissioned. The high support multiple and complex needs service of 24 units of accommodation is still to be commissioned.

Tender Stage 1 – Medium Supported Accommodation

- 3.9 The council has been through a competitive tender process for the provision of medium support accommodation within the city. This is defined as a support service providing around 4 hours individual support per person per week. Medium support accommodation was not something that had previously existed within the city in the former Integrated Support Pathway. A needs analysis and stakeholder feedback identified the need for a service of this type.
- 3.10 The tender for medium support accommodation has been awarded to Brighton YMCA who are providing 95 units of accommodation across two sites. The service offers 24 hour supported accommodation with specialist support staff, counselling services and the delivery of skills and work and learning training on site. The service also provides an asset based, psychologically informed service model.
- 3.11 As part of our September 2016 report we anticipated that we would receive 80-100 units of medium support accommodation for our budget. The 95 units of medium support accommodation that have been procured are at the top end of our expected number and represent good value for money for BHCC.
- 3.12 The medium support accommodation service for single homeless adults commenced on the 1st September 2017.

Tender Stage 1 – Assessment Service

- 3.13 New Steine Mews Hostel which is currently managed by Brighton & Hove City Council was part of a competitive tender process to develop a new assessment service. This tender attracted limited interest and having evaluated the quality of the bids the evaluating panel was unable to recommend the award of the contract. The service requirement has therefore been reviewed and a revised specification developed for an assessment service. The intention is to issue a tender towards the end of 2017/18 for this service. Following a review of the

best use for building it has been decided to tender New Steine Mews as the multiple and complex needs service in 3.7.

Tender Stage 2 – Low Support Accommodation & Women Only Accommodation

- 3.14 Stage 2 of the single homeless and rough sleeper procurement process has commenced with tenders evaluated in July 2017.
- 3.15 The first tender was for Low Support Accommodation which is defined as an accommodation based service which offers 1-2 hours of support per week to individuals who have a low need for Housing Related Support. These individuals may come through high and medium support accommodation or they may come straight from emergency placement accommodation, rough sleeping, hospital or prison.
- 3.16 The main aim of a low support service is to support people to move towards independent accommodation this is done by providing support to
- Develop resilience.
 - Access training and employment
 - Develop networks and support within the local community
 - Prepare individuals for managing and maintaining a successful tenancy.
- 3.17 We sought a minimum of 80 units of accommodation through the tender process. This will add to the 53 units of low support accommodation provided by Southdown which was procured in July 2016.
- 3.18 The second tender is for a woman only high and medium supported accommodation service. This service will offer a minimum of 20 units of high support and medium supported accommodation.
- 3.19 The service will offer a specialist service for homeless women many of whom have suffered significant trauma and have complex support needs.
- 3.20 All tenders are evaluated by a panel of experienced individuals from relevant departments. The membership of the panel varies with the service being tendered but recent tenders have included representatives from Housing, Public Health, Children's Services, Community Safety and the CCG.
- 3.21 The Low Support Service has been awarded to Brighton YMCA who are providing 107 units of supported accommodation.
- 3.22 The women only high and medium support service has been awarded to Equinox.
- 3.23 Both services are currently in the early stages of mobilisation.

Tender Stage 3 – Peer Support, Education & Access to Employment

- 3.24 The review and consultation process clearly indicated a need for peer support services and additional services which support individuals with core skills and access to skills, education and employment.

- 3.25 Service user feedback has been clear on the benefits of receiving support from those with lived experience of homelessness and rough sleeping both for the recipient of the support and for the peer mentor. Tender documents for this service have been finalised and will be issued in September 2017.
- 3.26 A tender specification has been developed for a coaching based service to support individuals to access work, learning and volunteering opportunities and this is also due to be issued to providers in September 2017.
- 3.27 The Core Skills service commissioned through The Friends Centre will continue to provide core skills teaching in the areas of literacy, numeracy, IT and ESOL.
- 3.28 Finally work is being undertaken jointly with the CCG to increase the support provided by Occupational Therapists who have proved an invaluable resource in enabling people in high support accommodation to progress with their recovery through one to one and group work.

Tender Stage 3 – Substance Misuse & Physical Health Accommodation Service

- 3.29 This service was the result of a successful joint bid with Housing to the HCA for capital funding for a new service. Accommodation for this service has been identified through Housing and we are continuing to work together to bring this project to fruition. A paper will be brought to a future Housing & New Homes Committee.

Young People’s Accommodation & Support Services

- 4. In November 2016 Housing & New Homes Committee approved a proposal by the Executive Directors of Health & Adult Social Care, Neighbourhoods, Communities & Housing and Families, Children & Learning to remodel and retender accommodation and support services for homeless young people.
 - 4.1 That report noted that:
 - Families, Children & Learning and Health & Adult Social Care jointly commission services for the prevention of homelessness of vulnerable young people between the ages of 16 and 25 to enable them to live safely and independently,
 - These services together form the “Young People’s Accommodation and Support Pathway” and include:
 - A drop-in housing advice service, which also acts as the gateway to other services in the Pathway (the ‘Housing Advice Service’)
 - Family support and mediation
 - Nightstop (short stays with volunteer hosts)
 - Mixed model of supported accommodation for young people aged 16-25
 - Tenancy support service for 18-25 year olds living independently
 - Two Housing First units
 - Supported lodgings service
 - Spot-purchased accommodation for Unaccompanied Asylum Seeking Children and 16-17 year olds with high support needs

- Of the services listed above the housing advice, family mediation and supported accommodation services were due for retendering.

- 4.2 Tenders for young people's services are being launched in two phases:
- the combined Housing Advice and Family Mediation Service, followed by
 - the accommodation based services.

Tender Stage 1 – Housing Advice & Family Mediation Service

4.3 The tender for the Housing Advice and Family Mediation Service was launched in January 2017 and evaluated in March 2017 by a panel of representatives from Children's Services, Housing, Public Health and Health & Adult Social Care, all with close strategic and operational working relationships with services for young people.

4.4 The tender for Housing Advice and Family Mediation Service was awarded to YMCA Downslink Group in April 2017. In the judgment of the tender panel, the winning tenderer put in an excellent bid, leaving B&HCC with confidence for the future effectiveness of this vital service.

4.5 YMCA Downslink Group are the current provider of the service and the organisation has undertaken a fundamental review of the service in response to the specification issued by Health & Adult Social Care. The new service includes

- Assertive outreach, with ideas for identifying young people who may be at risk
- A new focus on strengthening family relationships
- Psychologically informed practice
- Social Value through a diverse high-street and community approach
- Interventions to support young people into education and employment, including a volunteer training scheme

4.6 The mobilisation of the Housing Advice and Family Mediation Service is complete and the service commenced on the 1st August 2017. The tender of the service has enabled the successful provision of a refocussed service offering better value for money for BHCC.

Tender Stage 2 - Supported Accommodation for Young People

4.7 The specification for joint commission of supported accommodation services has been completed, in discussion between Health & Adult Social Care and Children's Services is now with internal stakeholders for comment.

4.8 The accommodation based services will be procured through a Dynamic Purchasing System which is a framework for establishing an approved provider list with the ability to tender for accommodation based support services in response to service user need. A DPS has aspects that are similar to an electronic framework agreement, except that during its lifespan new providers can apply to join the DPS.

- 4.9 The tender process for accommodation based services is expected to commence in Autumn 2017. (see Appendix 2 – Accommodation procurement)

Other Developments:

5. BThink IT System

As reported in the September 2016 report a bespoke IT system is being developed to support referrals and collect client data. This system is similar to the CHAIN database operating in London, which is considered to be invaluable by services and Commissioners using it and is recommended as best practice by the Department of Communities and Local Government.

The system will enable Commissioners to closely monitor services, trends, client journeys and identify gaps and facilitate closer joint working between services.

The rough sleeping element of the system has been designed and the first tranche of staff training has taken place. The service went live in July 2017. The part of the system which will manage referrals into support accommodation is currently being designed and will move into the consultation phase with partners shortly.

5.1 DCLG Rough Sleeper Grant

Health & Adult Social Care was successfully awarded funding by the Department of Communities and Local Government in February 2017 to support work with those new to rough sleeping. The funding of £352,344.50 is for just over two years and is funding the following work within the city

- Additional capacity in the Street Outreach Service to work with those new to rough sleeping and to fund short term accommodation options and private rented sector accommodation deposits and associated costs.
- A dual diagnosis nurse working with those on the streets with substance misuse and mental health needs. Providing support to both service users and workers within commissioned and non - commissioned rough sleeper support services.
- A Charity Link worker supporting voluntary organisations, groups and volunteers across the city working with rough sleepers. The aim of which is to bring the groups together and assist them to provide support which helps rough sleepers to get quickly away from the streets and into accommodation.

5.2 Housing

Housing's duties to single homeless people sit within the current statutory framework. In the last financial year Housing assessed 878 homeless applications from single people, over the same period they prevented 399 single people from becoming homeless. Out of these, 219 went into the supported accommodation services commissioned through Health & Adult Social Care and 180 were helped to sustain or move to general needs housing. To date there are 478 single homeless people in temporary accommodation.

- 5.3 In preparation for the implementation of the Homeless Reduction Act in April 2018, Housing are trialling new ways of working, with a focus on very early intervention to prevent homelessness, including rough sleeping. This work has a

focus on collaboration, resilience building in at risk of homeless households, and also frontline Housing Teams. The team trialling early intervention are working with a wider group of people, not just those who are owed the main housing duty.

6. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

This report is for information only earlier reports considered alternative options

7. COMMUNITY ENGAGEMENT & CONSULTATION

- 7.1 Full consultation was undertaken as part of the development of the Housing, Homelessness and Rough Sleeper Strategies which included service users and stakeholders.
- 7.2 Consultation and engagement are part of an ongoing process and continue after the tender process is complete. Service users are consulted on an ongoing process as part of the contract monitoring of the commissioned services and stakeholders and service providers are part of ongoing discussions about service delivery.
- 7.3 We utilised CGL (Change, Grow, Live) Peer mentors to undertake a service user consultation in 2016/17 and worked closely with the Fulfilling Lives group to develop our referral and assessment forms. We will continue to utilise independent groups to evaluate our services and gather valuable feedback from the users of our services.

6. CONCLUSION

- 6.1 This report provides an update on the current position with retendering services for homeless people and is for information only.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 There are no direct financial implications as a result of this report and it is anticipated that the new tenders proposed will be delivered within the overall budget resources available.

Current Health & Adult Social Care Budget for Accommodation & Support for Rough Sleeping & Homeless Support Services.

Name	Services Provided	17/18 Net Budget
Glenwood Lodge	24 hour supported accommodation	£365,740
Lifeskills	Support to develop the skills for independent living.	£71,950
Behaviour Support Service	Psychological support and training to frontline staff an one to one support to clients with complex needs.	£64,780

Seacrest	Low support accommodation service	£56,440
West Pier Hotel Hostel	24 hour supported accommodation service for individuals with mental health & substance misuse needs.	£487,750
New Steine Mews Hostel	24 hour supported accommodation	£274,680
Rough Sleeping & Homeless Support (previously Supporting People) & Homeless Prevention Grant (HPG)	<ul style="list-style-type: none"> • High (24hr), medium & low supported accommodation for adults • Medium supported accommodation for those with mental health needs • High risk offenders accommodation • Supported accommodation for young people. • Youth advice service, family mediation • Floating support for adults and young people. • Floating support for those with mental health needs • Nightstop for young people • Literacy & Numeracy Support • Rough sleeper outreach service & day centre • Severe Weather Provision for rough sleepers • Money Advice 	£5,168,770 (inc HPG £163,000)
Total		6,490,110

There is a separate budget of £2.6 million for Temporary Accommodation within the Neighbourhoods, Communities and Housing directorate.

Finance Officer Consulted: Sophie Warburton & Jessica Laing Date: 08/08/2017

7.2 Legal Implications:

This report is for information only therefore the legal implications are limited to confirming that the tender processes referred to in the body of the report must comply with the Public Procurement Regulations 2015 and with the Council's Contract Standing Orders.

Lawyer Consulted: Judith Fisher Date: 7.8.2017

Equalities Implications:

7.3 An Equalities Impact Assessment has been completed and is under regular review.

7.4 The tender and remodelling of services aims to tackle equalities issues which were identified as part of needs analysis and consultation, this includes a lack of

specialist women only provision and services for those with multiple and complex needs.

- 7.5 Homeless people are some of the most marginalised and excluded within our city and the aim of the new service models is to improve services for these people and enable them to achieve their aspirations and play an active part in their community.

Sustainability Implications:

- 7.6 Procurement processes are taking into account the sustainability of housing stock and the principles of social value in order to achieve best value for money and sustainability of services.

Any Other Significant Implications:

- 7.7 The remodelling of accommodation and support has significant implications which were highlighted in the previous report and include the loss of accommodation, the risk of moving service users between services, the loss of bed spaces and issues of continued employment and TUPE for staff members.
- 7.8 The risks highlighted above still exist for the ongoing tenders however the tenders that have taken place so far have not resulted in the large scale moving of service users or the loss of staff within those services.
- 7.9 As highlighted in the previous report the loss of units of accommodation is a reality of the remodelling and this poses a risk in moving clients out of services which are closing. To mitigate this we are working closely with the Allocations Team and service providers to support service users to move to appropriate accommodation. The loss of accommodation between 2014/15 and 2016/17 is highlighted in the table below.

Number of Units of Accommodation 2014/15 & 2016/17

Type of Accommodation:	Number of Units 2014/15 (Budget £6.1m)	Number of Units 2016/17 (Budget £5.1m)	Overall Change + / -
Adults High Support	288	272	-16
Adults Low Support	215	162	-53
Young Peoples Supported Accommodation	173	160	-13
Mental Health Supported Accommodation	123	110	-13
High Risk Offenders	5	5	0
Housing First	0	10	+10
Total:	804	719	85

SUPPORTING DOCUMENTATION

Appendices:

1. Services to be procured – Adults
2. Services to be procured – Young people

Documents in Members' Rooms

1. None

Background Documents

1. Housing & New Homes Committee Report - Single Homeless & Rough Sleeper Accommodation & Support Remodelling & Tender Report , 21st September 2016
2. Housing & New Homes Committee Report - Young People's Housing Advice and Supported Accommodation Report, 16th November 2016.

Appendix 1 – Single Homeless & Rough Sleeper Accommodation & Support Services to be procured

Tender	Description	Proposed Units	Current Position:
Tender Stage 1			
Assessment Beds	<p>Short term accommodation for up to 6 weeks to allow a comprehensive assessments of an individual's needs and onward placement in an appropriate accommodation service.</p> <p>The Assessment service will also provide up to 5 safe places (nightly emergency sleeping facilities in the form of a sit up chair or fold out bed) as emergency provision for rough sleepers. This acts as a place of safety for up to 72 hours to enable the assessment of rough sleepers and facilitate reconnections for non locally connected rough sleepers.</p>	<p>12 assessment beds to start within a larger accommodation service (24 - 30 total) + 5 safe spaces</p>	<p>Tender not awarded.</p> <p>Service specification and finances under review with a view to retender.</p>
High Support Accommodation / High Support Complex Needs Service ¹	<p>24 hour supported accommodation for those with complex support needs</p> <ul style="list-style-type: none"> The services will provide personalised asset based key work support and day time activities. 	<p>80 units proposed overall.</p> <p>Actual units awarded: 75</p>	<p>Tenders for high support accommodation successfully awarded.</p> <p>Tender for Multiple & Complex Needs to be reissued after identification of accommodation.</p>

¹ Psychologically Informed Environments are a way of working with individuals who have suffered trauma to support them out of homelessness.

<http://www.homeless.org.uk/sites/default/files/site-attachments/Creating a Psychologically Informed Environment - 2015.pdf>

Asset or Strength Based working is a way of helping people by looking at what they have, rather than what they lack. This approach helps people make use of their existing skills, knowledge and relationships. It is also called a 'Strength-based approach', and can be used as a way of improving local areas, by promoting what is good about an area rather than focusing on problems

<http://homelesshub.ca/toolkit/subchapter/strength-based-approach>

	<ul style="list-style-type: none"> The services will operate Psychologically Informed Environments. Services will focus on recovery from substance misuse, mental and physical ill health and homelessness. 	Multiple & Complex Needs: proposed 24	
Medium Support Accommodation	<p>24 hour supported accommodation for those with medium support needs or those stepping down from high support.</p> <ul style="list-style-type: none"> The services will provide personalised asset based key work support and day time activities. The services will operate Psychologically Informed Environments. 	<p>80-100 units proposed</p> <p>Actual units awarded: 95</p>	Tender for Medium Support Accommodation Successfully awarded.
Tender Stage 2			
Women's Accommodation & Support	<ul style="list-style-type: none"> Trauma informed specialist accommodation service for women with multiple and complex needs. Offering strength based and personalised key work support and case coordination. Accommodation that allows women to move on as independence grows and their support needs reduce. 	<p>Proposed units 18 - 25</p> <p>Actual units awarded: 20</p>	Tender successfully awarded in August 2017.
Low Support Accommodation	<ul style="list-style-type: none"> Short term accommodation for those with low support needs who are reaching readinesses to move on to independent accommodation. 	<p>Proposed units 80-100</p> <p>Actual units</p>	Tender released May 2017. Awarded in August 2017.

	<ul style="list-style-type: none"> • The service will offer low level floating support in independent or shared accommodation. • The Accommodation will offer support to move on and sustain independence, including work, learning and employment, resilience and building links within the community. 	awarded: 107	
Tender Stage 3			
Substance Misuse & Physical Health Accommodation Service	<ul style="list-style-type: none"> • Specialist support for individuals who are unable to successfully move on from supported accommodation. • The service will operate from a council owned HCA funded building subject to committee approval. • The service will allow a longer term stay than other hostel accommodation but will have a focus on recovery and reintegration into the wider community. 	8-12	Plan for the development of the service ongoing.
Peer Support / Work & Learning / Skills / Education	<ul style="list-style-type: none"> • Model still being developed through evaluation of service needs and gaps and feedback from Stakeholders. • We will commission a peer support model to work with individuals with multiple and complex needs to look at recovery and reintegration within the community, accessing services 	To be determined through tender process	Tenders to be issued September 2017.

as well as community groups and activities.

- We intend to procure services which offer personalised education, lifeskills and employment service to support people to live independently and move away from homelessness.

Appendix 2 –Young Peoples Accommodation & Support Services to be Procured

Tender	Description	Proposed Units	Current Position:
Tender Stage 1			
Housing Advice Service & Family Mediation	<p>Housing Advice: Homelessness prevention service and gateway to accommodation services for homeless young people. Drop-in, triage and casework service working with young people presenting at the drop-in or referred from Housing Options.</p> <p>Family mediation: Supports families to prevent the young person from leaving the home, or assists them to leave when it is safe to do so. Also aims to rebuild relationships where links have become broken, and to support parents/carers in effective parenting skills.</p>	<p>Up to 200 people supported at any one time.</p> <p>25 units</p>	Contract awarded and due to commence August 2017
Tender Stage 2 – Accommodation (to be procured under DPS)			
Families, Children & Learning Placements	Supported accommodation for Care Leavers, Unaccompanied Asylum Seekers and young people with needs too high for the mainstream pathway, and who decline foster/residential placement.	No unit number	Tenders to be issued Autumn 2017
High Support Accommodation	24-hour support for single young people. The young person may be: currently	30-35 units + 8 women only	Tenders to be issued Autumn 2017

	excluded from the 'family' home / a Looked After young person transitioning out of foster or residential placement / a young person under a Youth Offending order in need of support / a young person assessed as needing support to improve their quality of life.	units	
Medium & Low Support Accommodation	<p>A medium level of support offers up to 5 hours of one-to-one support a week, support staff on site in office hours, night / weekend concierge and/or sleep-in staff.</p> <p>A low level of support offers 1-2 hours of one-to-one support a week, with visiting staff</p>	70-80 units + 8 women only.	Tenders to be issued Autumn 2017
Teenage Parents Accommodation	<p>Supported accommodation for 16-21 year old young parents.</p> <p>Service Users supported to move on to independent living; develop work and learning opportunities; improve health and wellbeing. Co-supported by Social Workers, Health Visitors and other specialists.</p>	20-24 units	Tenders to be issued Autumn 2017

Subject:	Survey of Tenants and Residents (STAR) 2016 - detailed response to tenant feedback		
Date of Meeting:	20 September 2017		
Report of:	Executive Director Neighbourhoods, Communities & Housing		
Contact Officer:	Name:	Ododo Dafe	Tel: 29- 3201
	Email:	ododo.dafe@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE**1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 This report provides a detailed account from Housing on actions arising from the customer feedback responses to the Survey of Tenants and Residents (STAR) satisfaction survey carried out in June 2016. The survey achieved a response rate of 28% with 829 tenants taking part. The survey results, and the council's immediate response to them was reported to Housing & New Homes Committee on 18 January 2017.
- 1.2 The actions detailed in this report are designed to improve the areas of service tenants were most concerned about as expressed in their free-text responses to six open-ended questions. Alongside that, there were two main areas where satisfaction levels have gone down slightly against the previous STAR survey carried out in 2014 - 'your neighbourhood as a place to live' and 'the overall quality of your home'.

2. RECOMMENDATIONS:

- 2.1 That the Housing & New Homes Committee note and comment on the contents of this report.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 A thorough analysis has been carried out into each of the 778 responses from the six open-ended questions residents were asked in the survey. The questions essentially asked what could be done to improve the following:-

- customer experience
- access to services
- advice and support regarding rent and income
- repairs
- planned works
- Homing in

3.2 Despite the questions being framed to gather suggestions for improvement, there were many positive comments commending the service, and teams have noted these in terms of what tenants would like to see Housing continue to do, or do more of. However, for the purpose of improvement, attention has been focussed on the main areas where tenants comments were critical, and on the suggestions they made. The information detailed below includes current and planned actions, and in some cases potential actions for the future. The actions are also summarised in the table found at Appendix 1.

3.3 The questions in the survey relating to neighbourhoods and quality of home did not offer free-text responses, but this report details actions being taken on these topics.

3.4 Customer experience

The survey question asked 'Is there anything we could do to make your customer experience better? From the 186 responses received the main concerns for tenants centred on the following:

3.4.1 *Communication* - tenants felt that more understanding, politeness and getting through to the right person would help improve their experience, alongside speeding up call waiting times and responding to emails.

"When dealing with a tenant's query that requires more investigation keep the tenant informed (Even if you do not have an answer but are still looking into it)."

3.4.2 While the Housing Customer Service Team usually responds to tenants' initial contact, the service as a whole has responsibility for communication. To this end, we propose to increase the number of officers who receive customer service training, training on complaints management, and equalities and diversity training - which will all support improved communications.

3.4.3 *Choice* – tenants' requests included more flexibility with opening times, more local offices, and changes to the type of music played whilst waiting on the phone.

"More flexibility with appointments when people work"

3.4.4 Housing is looking to increase the ways in which services are provided and increase the times at which they are available to customers and residents by improving what is offered online. Extending opening hours or opening more local offices requires an intensity of staffing resources and therefore is not being considered at the current time.

We are very much aware that not all tenants have access to the internet, and we really want to make sure we can continue to provide excellent services to those people. For those tenants who do not currently have access to a computer, but want this, the city libraries have computers which people can use for free. The council is doing a range of things to support residents increase their digital capabilities, mostly because of the many everyday life benefits that can be gained from doing this.

Digital Brighton and Hove can support people with whatever they want to know to get online. They offer their services from a range of locations in the city, or in people's homes if they are unable to get to a Digital Brighton and Hove centre, for example The Bridge, The Whitehawk Inn and The Hangleton and Knoll Project.

The music played has been removed from call waiting and replaced with messages about services that are hopefully of interest to residents.

- 3.4.5 *Check work* - tenants highlighted that they would like jobs completed on the first visit, rather than repeated visits, that we check that work has been completed to a decent standard, and when things go wrong that we take ownership and resolve the problem.

"Get someone to check the work after it's done"

- 3.4.6 The council is working with our contractors to improve the percentage of jobs completed in one visit. In addition, we will be introducing a new process for staff around who to contact when issues arise and logging issues for future discussion with contractors.

3.5 **Access to services**

The survey asked 'Is there anything we could do to make our services easier to access?' Three main themes emerged from the 106 responses:

- providing more face-to-face contact

"Having direct access to the Housing Officer assigned to your area would make contact easier"

- improving website and internet access

"automated services or payments should send receipts to my email address and give you a balance"

- increasing options for people with disabilities

"I am disabled I have to drive to Lavender Street if I need face to face"

- 3.5.1 The Seniors Housing Team have reviewed their web page to ensure online information is up to date, as well as being committed to Scheme Managers.
- 3.5.2 As our use of technology improves within the council, Housing continuously look at how services can be made easy for tenants to access, use, and get what they require from them. Additional improvements will be seen by 2019 when Housing will have a new customer focused housing management computer system.
- 3.5.3 All housing offices comply with the Disability Discrimination Act (DDA) and Housing Officers regularly visit tenants homes, as do surveyors and staff in other housing teams. Housing is looking to have some videos made available on-line

to help make information more accessible for those who may struggle with reading long texts or who generally find it off-putting.

3.6 Advice and support regarding rent and income

3.6.1 The survey question asked 'What could be more helpful?' and this was linked to the question 'How satisfied or dissatisfied are you with the advice and support you receive from the Housing department with managing your finances and paying your rent and service charges?' From the 102 responses, issues emerged around lack of information, not knowing that help is out there, improving access (whether this is online or talking to people), increasing help with rent and housing benefit, and making letters easier to understand.

"Offer to help review rent and income on the possibility of making payment easier"

"Documentation i.e. Bills should be easier to understand and not several pages long"

3.6.2 All tenants receive a 'rent change notification letter' every year containing information of any changes to their rent and service charges and a breakdown to show each tenant what they need to pay each week. There is a contact phone number and email address if a tenant has any queries. In addition, the Housing Income Management Team (HIMT) send out quarterly rent statements during the year so tenants can keep a record of the balance on their rent account.

3.6.3 Tenants can sign up to the Customer Online Service (COS) so they are able to see their rent account anytime; details are on the council web site. Housing staff are very mindful of financial difficulties facing tenants, particularly those who currently are on, or who will be claiming, Universal Credit. Therefore a range of ways of communicating information about council and voluntary services is used e.g. Homing In and the council website. Consideration is being given to improving communication using videos and publicity information on the telephone waiting lines.

3.6.4 Staff visiting tenants' homes are able to refer residents to sources of support, or bring their enquiries back to the office. As we improve our use of technology and replace our existing housing management IT system, visiting officers will be able to adopt mobile working and will have a range of information readily available.

3.6.5 The Housing Income Management Team regularly makes referrals for tenants to Money Advice Plus if they have any problems with debts or budgeting. The SHINE project run by Housing involves an officer visiting over 200 tenants to help them heat their homes in more affordable ways and save money on fuel bills, as well as helping the environment.

3.6.6 In the future Housing aims to provide face-to-face support for all tenants making new Universal Credit claims to ensure they are managing their money as well as possible. Alongside this, an online "Better Start Guide" is being developed for applicants on the housing waiting list, to help prepare themselves for their new tenancies.

3.6.7 There are instances when tenants contact us about Housing Benefit or Council Tax. These calls are directed to the Benefits or Council Tax lines (and tenants are provided with the correct numbers for them to call directly in future).

3.7 Repairs

3.7.1 The survey question asked 'Is there anything we could do to improve our repairs service? Breaking down the 202 responses revealed that tenants' main focus was on the following four areas:

3.7.2 *Response times* – focussed on delays such as waiting for a contractor to turn up either on a fixed date and time or just waiting for an appointment, as well as delays between assessing a job and then coming back to fix it.

3.7.3 Tenants' frustration with waiting coupled with an apparent lack of information is understood. Both Housing staff and Mears are dedicated to minimising waiting times and to improving customer communications to keep tenants up to date with what is happening, especially where unforeseen delays occur.

3.7.4 *Communication* – tenants would like to see improved communication between staff and contractors and tenants, as well as between teams within Housing. They see the poor communication resulting in delays, confusion, missed appointments, and not knowing who will do what, and when.

"Inform neighbours when noisy work will take place at a nearby property."

3.7.5 A number of improvements are being made to how the council communicates with residents, particularly in engaging with residents ahead of larger planned works and updating residents when programmes are delayed or change. This is already underway for a number of projects and the Property & Investment Team is looking at further improvements to support this.

3.7.6 *Quality of work and checking work* – suggested improvements were mainly about ensuring jobs have been started, that jobs are completed to a satisfactory standard, and addressing the issues of contractors leaving a mess, not finishing work and or causing damage.

"Clean up after yourselves"

3.7.7 Residents on the Home Service Improvement Group have agreed a contractor's code of conduct, which has been shared with Housing contractors. In addition, the council will shortly be reviewing the processes for checking repairs work.

3.7.8 *More choice* – tenants would like contact details for the company and person dealing with their repair, 2-hour time slots as it is not easy to stay in for half a day, being able to make appointments after four o'clock for workers, and to have an on-line instant message service, as well as better quality products.

"Appointments that enable people that work to have appointments at a suitable time so we don't have to take a morning or afternoon off work & lose money"

3.7.9 These suggestions are particularly welcomed for the future, and can be looked into alongside both our existing contracts and future procurements. We will review some of these options with the forthcoming resident Task and Finish Group as well as the Home Improvement Group.

3.8 Planned work

3.8.1 The survey asked 'Is there anything we could do to improve our planned work?' From the 56 responses, tenants highlighted four main areas of concern: communication, response times, quality of work and checking work. Tenants suggested advising tenants when work will start, more information about the process (what is expected from both tenants and contractors), being informed about delay, and removing scaffolding quickly once work is complete.

"Better organisation - more communication with tenants regarding the work, once again listen to what the tenants would like to see and have done."

"When scaffolding is up, do the job quicker and remove the scaffold quicker."

3.8.2 Housing staff appreciate the importance of improved communication around planned works. Recently coffee mornings have been held with tenants to advise them about major works, as well as sending out regular updates of planned works.

3.8.3 Works programmes, including scaffolding, are being reviewed aiming to reduce delays. Working practices and the contractor's quality assurance processes are also being looked at to ensure quality is better. When surveyors visit sites, contractor's tidiness and cleanliness is being monitored, and if any issues are found, they are raised with the site agent as well as being logged for future discussions with contractors.

3.9 Homing in

3.9.1 The question asked 'Is there anything we could do to improve Homing In?' From the 126 responses the majority of people are satisfied with the magazine, however there were several suggestions for improvement which centred on more tenant contributions such as writing more articles, people's stories from all areas, improving accessibility either on-line or in alternative formats (such as an App), and more information about local events and local jobs.

"Better to be on an app."

"By getting tenants to write articles."

"More frequency announcing forthcoming events we could participate in."

3.9.2 We can discuss some of the suggestions at our regular meetings with the Neighbourhood Service Improvement Group, and with the tenants Homing In Editorial Board. Tenants' and residents' associations provide regular articles about what they are doing across the city and we are currently promoting Seniors Housing in all editions on issues around positive and active ageing. Homing In is provided online on the council website, however, the survey results reveal that

tenants might be unaware that they can opt to receive it in this format; therefore, we will promote this further.

3.10 Neighbourhoods

3.10.1 Housing is currently developing an action plan to encompass a range of actions for improving council housing public areas and general quality of life on estates.. This will be done in consultation with a Task and Finish resident group. Some of these actions include:

- a review of estates inspections (which include the capital works programme and the Estates Development Budget (EDB)).
- a pilot for city clean to collect bulk waste on Housing land
- a review of the grounds maintenance contract
- gardening and fencing schemes
- untidy gardens

3.10.2 Housing also carry out a range of activities which help to improve neighbourhoods, these include:

- Tenancy visits
- Response to fly tipping
- Response to repairs
- Estate inspections
- Cleaning of communal areas

3.10.3 Alongside the above actions, officers regularly engage with Tenant and resident associations to utilise the Estate Development Budget to improve outside areas and common ways. For example at Clarendon and Ellen 14 reclaimed wooden planters have been purchased (two for each garden) and in North Moulsecomb fencing repairs and painting have been bid for. In Hollingdean picnic benches have been provided for grassed areas, and at Penhurst Place walls and steps have been jet washed outside both blocks.

3.10.4 Seniors Housing holds regular meetings with NVIRO, the contracted cleaners for seniors housing schemes. They publish performance results, which have a cleaning standard response rate of over 95%.

3.10.5 The Estate Services Team currently carry out various tasks to improve neighbourhoods which include:

- Weeding car parks on Housing land according to program of works
- Weeding outside blocks as and when reported by the cleaners
- Clearing of all items in communal ways following the Grenfell Tower fire

3.10.6 The Estate Services Team is considering offering a 'menu of services' for residents and asking what improvements could be made, or if there are tasks that are not currently carried out which the team could implement. If suggestions are within the team's capacity these would be positive additions to neighbourhood improvement.

3.11 Quality of home

3.11.1 Some of the Star survey results highlighted that the overall satisfaction with Housing had risen, but residents in older homes were significantly less satisfied. Some of the reasons that older homes might be less desirable are:

- The components within older properties may be older, characterised by poorer design standards, such as smaller internal rooms and less well planned internal layouts. Bathrooms, for example are not always where you would expect them to be, and kitchens can be relatively small.
- The fabric energy performance can sometimes be poorer, despite all the improvements that have been introduced.

3.11.2 Housing quality has been improved through long-term investment commitments. 100% of homes were brought up to the Government's Decent Homes Standards before the target of 31 December 2013. This work continues with an ongoing capital programme supporting investment in kitchens, bathrooms, windows, doors, roofs, re-wiring, efficient boilers, external repairs, and decorations.

3.11.3 Residents have been assisted in reducing their fuel use, and costs, through the installation of over 6,000 high efficiency condensing boilers and modern controls.

3.11.4 The new Brighton & Hove Property Standard was implemented in April 2014 and has the following key aims:

- To maintain 100% achievement of properties meeting the government's Decent Homes Standard and our local Brighton & Hove Standard over the medium term (initially the next five years)
- To ensure that all homes are as suitable as practicable for the needs of its occupants, in line with council policy
- To continue working closely with residents to help increase levels of resident satisfaction with the quality of their home

3.12 Housing staff are looking forward to continuing to work with residents to improve satisfaction with their housing service.

Table 1

STAR survey action plan							
	Customer experience	Customer access	Financial support	Repairs	Planned works	Homing-In	Neighbourhoods
1	<p>Increase officer training on:</p> <ul style="list-style-type: none"> • Customer service training • Complaints management • Equalities and diversity training 	<p>Ongoing updates to website ensuring it is customer focussed</p>	<p>Improve self-service options for making payments</p>	<p>Improvements made to communication:</p> <ul style="list-style-type: none"> • Ahead of larger planned works • Updating residents when programmes change or are delayed 	<p>Provide a standard information sheet for tenants prior to works starting</p>	<p>Raise awareness about online accessibility</p>	<ul style="list-style-type: none"> • Estate inspection review • Grounds maintenance review • Bulk waste service level agreement with City Clean • Capital Programme and EDB • Review of discretionary gardening and fencing schemes • Untidy gardens
2	<p>Increase repairs post inspection to ensure works carried out to customer satisfaction</p>	<p>Take a more robust approach to equalities when thinking about customer care</p>	<p>Improve direct debit system to allow more payment options</p>	<p>2-hour appointment time slot extended to new contract</p>	<p>Provide more information online to highlight completed works programmes</p>	<p>Ask tenants to opt in to get the printed version rather than opt out</p>	<p>Utilise EDB estates roadshow to encourage more resident involvement</p>
3	<p>Promote Digital Brighton and Hove who can support people with whatever they want to know to get online</p>	<p>Increase use of IT systems to record needs of tenants</p>	<p>Ongoing improvements made to housing management IT system, enabling</p>	<p>On line tracking of repairs</p>	<p>5 year improvement plan for every property</p>	<p>Involving more tenants to write articles</p>	<p>Decorate deteriorated paint work rather than clean it</p>

STAR survey action plan

	Customer experience	Customer access	Financial support	Repairs	Planned works	Homing-In	Neighbourhoods
			officers to adopt mobile working and to have a range of information readily available				
4	Replacing call waiting music with useful information	Link with existing community services/events to provide more face to face advice i.e. children's centres, with health visitors, at libraries	Develop an online "Better Start Guide" for applicants on the housing waiting list to help prepare for their new tenancies.	Monitoring and logging contractors tidiness	Review kitchens and bathrooms every 5/10/15/20		
5		Increase availability of online videos to help make information more accessible for those who may struggle with reading					

4 COMMUNITY ENGAGEMENT & CONSULTATION

- 4.1 The report was presented and agreed at Area Panels in September 2017.
- 4.2 The agreed actions will be implemented by service managers and our future actions to address increased resident satisfaction with Housing services will feature in service business plans. The results also provide a platform for further engagement of residents in service improvement.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 5.1 All of the actions outlined in this report to improve the housing service for tenants will be met from existing HRA revenue and capital budgets.

Finance Officer Consulted: Name Monica Brooks Date: 24/08/17

Legal Implications:

- 5.2 Section 21 of the Housing Act 1985 confers on the council wide powers of management of its houses. The actions outlined in the report to improve the service for tenants are compatible with that power.

Lawyer Consulted: Name Liz Woodley Date: 04/09/17

Equalities Implications:

- 5.3 Equalities implications have been considered throughout the report. Most groups within equalities strands are well represented within the survey respondent group and there are some variations in levels of satisfaction that we have now considered and responded to.

Sustainability Implications:

- 5.4 None

Any Other Significant Implications:

- 5.5 None

SUPPORTING DOCUMENTATION

Appendices:

1. None

Documents in Members' Rooms

1. Survey of Tenants and Residents (STAR) 2016 - detailed response to tenant feedback

Background Documents

None

HOUSING & NEW HOMES COMMITTEE	Agenda Item 31 Brighton & Hove City Council
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Subject:	Housing Management Performance Report Quarter 1 2017/18		
Date of Meeting:	September 2017		
Report of:	Executive Director Neighbourhoods Communities & Housing		
Contact Officer:	Name:	Ododo Dafé	Tel: 01273 293201
	Email:	ododo.dafe@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

- 1.1 The housing management performance report covers Quarter 1 of the financial year 2017/18. The report is attached as Appendix 1.

2. RECOMMENDATIONS:

- 2.1 That the Housing & New Homes Committee notes and comments upon the report, which went to the Area Panels in September 2017.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

- 3.1 The report continues the use of the 'RAG' rating system of red, amber and green traffic light symbols to provide an indication of performance, and also trend arrows to provide an indication of movement from the previous quarter.

4. COMMUNITY ENGAGEMENT AND CONSULTATION:

- 4.1 A full copy of this report went to Area Panels in September. As a result of Area Panel feedback during the previous year, performance indicators relating to Estate Development Budget (EBD) works have been included in this report.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 5.1 The area of performance with the most significant financial impact is the ability to collect rents from tenants. The report shows that during the first quarter 2017/18, the collection rate has increased by 0.03% when compared with quarter 4 of 2016/17.

The amount of rent collected has a direct impact on the resources available to spend on the management and maintenance of tenants' properties. Therefore, collection rates are closely monitored so that appropriate action can be taken to minimise arrears and target intervention to where it is most needed. This is especially important given the Government plans to start the roll out of Universal Credit in Brighton and Hove during October 2017.

Finance Officer Consulted: Monica Brooks

Date: 04/09/17

Legal Implications:

- 5.2 There are no significant legal implications to draw to Members' attention arising from the report.

Lawyer Consulted: Liz Woodley

Date: 04/09/17

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.

Crime & Disorder Implications:

- 5.5 There are no direct crime and disorder implications arising from this report. Cases of anti-social behaviour involving criminal activity are worked on in partnership with the Police and other appropriate agencies.

Risk and Opportunity Management Implications:

- 5.6 There are no direct risk and opportunity implications arising from this report.

Public Health Implications:

- 5.7 There are no direct public health implications arising from this report.

Corporate or Citywide Implications:

- 5.8 There are no direct corporate or city wide implications arising from this report. However, two performance indicators featuring in this report ('dwellings meeting Decent Homes Standard' and 'energy efficiency rating of homes') are among those used to measure success against the Corporate Plan principle of increasing equality.







SUPPORTING DOCUMENTATION

Appendices:

1. Appendix 1. Housing Management Performance Report Quarter 1, 2017/18.

Housing Management Performance Report Quarter 1 2017/18

This Housing Management performance report covers Quarter 1 of the financial year 2017/18. It uses the 'RAG' rating system of red, amber and green traffic light symbols to provide an indication of performance, and also trend arrows to provide an indication of movement from the previous quarter.

Status		Trend	
	Performance is below target (red)		Poorer than previous reporting period
	Performance is close to achieving target, but in need of improvement (amber)		Same as previous reporting period
	Performance is on or above target (green)		Improvement on previous reporting period

A total of 45 performance indicators are measured against a quarterly target:


- 36 are on target
- 4 are near target
- 5 are below target.

Explanations of performance have been provided for indicators which are near or below target.

New areas of monitoring included in the report in response to tenant feedback are Estate Development Budget (EDB) works and estate inspections.

The icons used throughout the report are sourced from www.flaticon.com and were designed by 'Freepik.'


1. Rent collection and current arrears

 Rent collection and current arrears indicators		Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
1.1	Rent collected as proportion of rent due for the year	98.40%	98.96% (£50.6m of £51.1m)	98.99% (£50.0m of £50.5m)	Ⓞ	↑
1.2	Total current tenant arrears	No target	£533k	£507k	-	-
1.3	Tenants served a Notice of Seeking Possession	No target	193	140	-	-
1.4	Tenants evicted because of rent arrears	5	0	0	Ⓞ	↔
1.5	Rent loss due to empty dwellings	Under 1%	0.93% (£474k of £50.9m)	0.83% (£417k of £50.3m)	Ⓞ	↑
1.6	Former tenant arrears collected during the year*	25%	36.09% (£195k of £541k)	7.27% (£40k of £554k)	-	-
1.7	Rechargeable debt collected during the year*	20%	22.03% (£28k of £128k)	3.01% (£4k of £131k)	-	-


*These Indicators are accumulative throughout the year and their targets are set for the year end. Therefore, the status and trend symbols will be applied in the Quarter 4 report, once performance for the year is known.

DWP Welfare reform information		Q4 2016/17	Q1 2017/18
1.10	Universal Credit – affected tenants	71 (0.6% of all tenants)	79 (0.7% of all tenants)
1.11	Universal Credit – arrears of affected tenants	£24k (6% of total arrears)	£25k (6% of total arrears)
1.12	Removal of the Spare Room Subsidy – affected tenants (under occupiers)	664 (5%)	647 (6%)
1.13	Under occupiers – arrears of affected tenants	£48k (6%)	£51k (10%)
1.14	Benefit Cap – affected tenants	48 (0.4%)	46 (0.4%)
1.15	Benefit Cap – arrears of affected tenants	£6.1k (1%)	£6.4k (1%)














1.16 Area breakdown of rent collected

 Rent collection area	Q4 2016/17	Q1 2017/18	Trend since last quarter
North (includes Seniors housing)	99.16% (£14.4m of £14.5m)	99.21% (£14.2m of £14.3m)	↓
West	99.11% (£10.4m of £10.5m)	98.99% (£10.3m of £10.4m)	↓
Central	98.90% (£9.1m of £9.2m)	98.78% (£9.0m of £9.1m)	↓
East	98.72% (£16.7m of £17.0m)	98.96% (£16.5m of £16.7m)	↑
All areas	98.96% (£50.6m of £51.1m)	99.01% (£50.0m of £50.5m)	↓

1.17 Tenants in arrears by amount

 Amount of arrears	Q4 2016/17	Q1 2017/18	Trend since last quarter
No arrears	79% (8,968)	76% (8,628)	↓
Any arrears	21% (2,408)	24% (2,742)	↓
... £0.01 to £99.99	10% (1,188)	13% (1,489)	↓
... £100 to £499.99	8% (960)	9% (992)	↓
... £500 and above	2% (260)	2% (261)	↔
Total tenants	11,376	11,370	-

2. Customer services and complaints

	Customer services and complaints indicators	Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
2.1	Calls answered by Housing Customer Services Team (HCST)	90%	92% (8,291 of 9,060)	91% (8,160 of 8,971)		
2.2	Customer satisfaction with HCST (very or fairly satisfied)	87%	85% (226 of 265)	Next survey due Q2	-	-
2.3	Ease of effort to contact HCST (very or fairly easy to contact)	89%	87% (228 of 262)	Next survey due Q2	-	-
2.4	Stage one complaints responded to within 10 working days	80%	92% (89 of 97)	83% (71 of 86)		
2.5	Stage one complaints upheld	33% or under	38% (37 of 97)	40% (34 of 86)		
2.6	Stage one complaints escalated to stage two	10%	15% (15 of 97)	15% (13 of 86)		
2.7	Stage two complaints upheld	15% or under	20% (3 of 15)	15% (2 of 13)		
2.8	Housing Ombudsman Complaints upheld	20% or under	0% (none)	0% (0 of 3)		

NB The complaints indicators in this section now cover repairs and maintenance services in addition to housing management (for both this quarter and the last one).

Customer services and complaints commentary

Two indicators are below or near target:










Stage one complaints upheld – target 33%

During Quarter 1 performance missed the target as 41% of stage one complaints were upheld (35 of 86). Three fifths of upheld complaints were about responsive repairs, in particular about those not completed in one visit. As a result of feedback from complaints, Mears have adopted a different approach to these repairs. For example operatives now arrange further works and additional parts over the phone, rather than using the hand held device, and where possible make further appointments with the tenant whilst on site.

Stage one complaints escalated to stage two – target 10%

Performance here missed the target during Quarter 1 as 15% of stage one complaints (13 of 86) were escalated to stage two. This means that the complainant was not satisfied with the response at stage one and that the complaint was investigated by the corporate Customer Feedback Team. However, only 15% of these were upheld (2 of 13).

3. Empty home turnaround time and mutual exchanges

	Empty home turnaround time and mutual exchange indicators	Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
3.1	Average re-let time, excluding time spent in major works (calendar days)	21	25 (148 lets)	21 (151 lets)		
3.2	... as above for general needs properties	21	18 (110 lets)	18 (126 lets)		
3.3	... as above for Seniors Housing properties	30	44 (38 lets)	33 (25 lets)		
3.4	Average re-let time, including time spent in major works (calendar days)	No target	56 (148 lets, 92 major)	53 (151 lets, 98 major)	-	-
3.5	Decisions on mutual exchange applications made within 42 calendar days (statutory timescale)	100%	100% (28 of 28)	100% (18 of 18)		

Empty home turnaround time and mutual exchanges commentary

One indicator is below target:
















Average re-let time for Seniors housing properties, excluding time spent in major works – target 30 calendar days


















Performance missed the target during Quarter 1 because the average of 33 days was skewed by one 'hard to let' property (which was advertised on numerous occasions due to there being no eligible applicants and was also refused twice before being re-let) but has improved since the previous quarter's result of 44 days.








3.6. Long term empty dwellings by ward (empty six weeks or more as of 30 June 2017)

Ward name (excludes those with no long term empty properties)	No. dwellings	Average days empty	Range of days empty	Comment
East Brighton	3	99	75-110	1 Seniors studio flat ready to let and 2 houses due to undergo extensions.
Goldsmid	1	117	117-117	1 flat ready to let.
Hangleton and Knoll	5	252	138-621	1 flat ready to let, 2 houses undergoing extensions and 2 due to undergo them.
Hanover and Elm Grove	13	358	54-719	1 house undergoing major works, 3 due to undergo extensions, and 9 studio flats within Stonehurst Court (a decommissioned Seniors housing scheme).
Hollingdean and Stanmer	1	47	47-47	1 flat ready to let.
Moulsecomb and Bevendean	4	375	131-614	2 seniors studio flats ready to let, 1 house undergoing an extension and 1 due to undergo an extension.
North Portslade	1	229	229-229	1 Seniors studio flat to be converted.
Patcham	3	220	82-446	2 Seniors studio flats (1 ready to let, 1 due to be converted) and 1 house due to undergo an extension.
Queens Park	1	89	89-89	1 flat ready to let.
South Portslade	1	621	621-621	1 house due to undergo an extension.
Wish	1	579	579-579	1 house undergoing an extension.
Total	34	295	47-719	Of the 34 properties empty on 30 June 2017, 8 were ready to let (24%), 14 were extensions (41%), 2 were conversions (6%), 1 was in major works (3%) and 9 were due to be decommissioned (26%).

4. Repairs and maintenance

 Repairs and maintenance indicators		Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
4.1	Emergency repairs completed in time	99%	99.7% (2,765 of 2,774)	99.5% (2,527 of 2,539)		
4.2	Routine repairs completed in time	99%	99.5% (7,012 of 7,048)	99.4% (5,746 of 5,778)		
4.3	Complex repairs completed in time	No target	New indicator	91.5% (86 of 94)	-	-
4.4	Average time to complete routine repairs (calendar days)	15 days	21 days	15 days		
4.5	Appointments kept by contractor as proportion of appointments made	97%	97.1% (9,995 of 10,298)	96.9% (9,835 of 10,146)		
4.6	Tenant satisfaction with repairs ('very satisfied' or 'fairly satisfied')	96%	96.6% (2,568 of 2,659)	98.4% (1,445 of 1,469)		
4.7	Responsive repairs passing post-inspection	97%	92.4% (827 of 895)	94.5% (911 of 964)		
4.8	Repairs completed at first visit	92%	83.1% (8,164 of 9,822)	86.1% (7,163 of 8,317)		

 Repairs and maintenance indicators		Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
4.9	Dwellings meeting Decent Homes Standard	100%	100% (11,488 of 11,488)	100% (11,530 of 11,530)		
4.10	Energy efficiency rating of homes (SAP 2009)	65.6	66.0	66.0		
4.11	Planned works passing post-inspection	97%	100% (405 of 405)	100% (314 of 314)		
4.12	Stock with a gas supply with up-to-date gas certificates	100%	100% (10,036 of 10,036)	100% (10,038 of 10,038)		
4.13	Empty properties passing post-inspection	98%	99.2% (131 of 132)	100% (60 of 60)		
4.14	Lifts – average time taken (hours) to respond	2 hours	2h 53m	3h 35m		
4.15	Lifts restored to service within 24 hours	95%	98.0% (149 of 152)	97.9% (145 of 148)		
4.16	Lifts – average time to restore service when not within 24 hours	7 days	1 day (4 days, 3 lifts)	6 days (24 days, 4 lifts)		

 Repairs and maintenance indicators		Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
4.17	Repairs Helpdesk – calls answered	90%	98% (22,519 of 23,091)	98% (19,320 of 19,759)		
4.18	Repairs Helpdesk – calls answered within 20 seconds	75%	82% (18,439 of 22,519)	86% (16,560 of 19,320)		
4.19	Repairs Helpdesk – longest wait time	5 mins	5m 42s	5m 57s		
4.20	Estate Development Budget – Delivery Schedule: Completions	To be set	-	40% (34 of 86)	-	-
4.21	Estate Development Budget – Quality Checks	To be set	-	95% (40 of 42)	-	-
4.22	Estate Development Budget – Duration of Work	To be set	-	13 days	-	-

NB The targets for the Estate Development Budget (EDB) indicators will be set after going to the next EDB Panel meeting.

Repairs and maintenance commentary

Five indicators are below or near target:

Appointments kept by contractor as proportion of appointments made – target 97%

Quarter 1 performance was only 0.1% below target at 96.9%.

Responsive repairs passing post-inspection – target 97%

Performance for Quarter 1 was 94.5%, up from 92.4% during the previous quarter. 23 jobs failed post-inspection due to poor quality work, 21 required extra work to finish the job and 9 needed corrections to the Schedule Of Rates codes used.

Repairs completed at first visit – target 92%

Quarter 1 performance was 86.1% and has improved compared to the previous result of 83.1%. This improvement in performance was anticipated last quarter, with the introduction of the new 'Complex responsive repair' category and process in April 2017. 94 jobs are within this category during Quarter 1.














Lifts – average time taken to respond – target 2 hours

Quarter 1 performance missed the target by 1 hour and 35 minutes. On two occasions in April passengers were in the lift but were responded to within an hour.









Repairs Helpdesk – longest wait time – target 5 minutes

The longest time that any caller has waited for their call to be answered during Quarter 1 was 5 minutes and 57 seconds, which missed the target by 57 seconds. The average time that a caller waited was 14 seconds.

5. Estates Service


	Estates Service indicators	Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
5.1	Cleaning quality inspection pass rate	99%	99% (210 of 213)	100% (125 of 125)		
5.2	Estates Response Team quality inspection pass rate	99%	100% (158 of 158)	100% (77 of 77)		
5.3	Cleaning tasks completed	99%	99% (13,410 of 13,518)	99% (13,176 of 13,356)		
5.4	Bulk waste removed within 7 working days	92%	98% (665 of 681)	98% (898 of 912)		
5.5	Light replacements/ repairs completed within 3 working days	99%	99% (283 of 286)	99% (251 of 253)		
5.6	Mobile warden jobs completed within 3 working days	96%	98% (1,622 of 1,658)	97% (1,425 of 1,464)		
5.7	Incidents of drug paraphernalia collected	No target	18	23	-	-

6. Anti-social behaviour (ASB) and tenancy management


 ASB and tenancy management indicators	Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
6.1 Victim satisfaction with the way their ASB complaint was dealt with during the year to date ('very satisfied' and 'fairly satisfied')	92%	90% (19 of 21)	100% (8 of 8)		
6.2 Tenants evicted due to ASB	No target	1	1	-	-
6.3 Closure orders obtained	No target	4	2	-	-
6.4 ASB cases closed without the need for legal action	No target	88% (60 of 68)	89% (47 of 53)	-	-
6.5 Properties taken back due to tenancy fraud	No target	8	4	-	-
6.6 Closed Tenancy Sustainment Officer cases where the tenancy was sustained	98%	100% (19 of 19)	100% (35 of 35)		
6.7 Secure general needs tenants who have had a tenancy visit within the last 5 years	90%	90% (9,164 of 10,203)	92% (9,404 of 10,197)		
6.8 Public estate inspections completed	95%	-	97% (75 of 77)		-

NB In future we would also like to report on completion of actions raised at estate inspections, and have looked into this, but don't yet have a system in place to capture this data.










6.8 ASB incidents by type

 Type of ASB incident	Q4 2016/17	Q1 2017/18	Change between Q4 and Q1
Harassment / threats incidents	41% 91	47% 103	+12
Noise incidents	17% 38	12% 26	-12
Drugs incidents	8% 17	8% 18	+1
Other criminal behaviour incidents	11% 24	11% 25	+1
Domestic violence / abuse incidents	8% 18	5% 12	-6
Other violence incidents	6% 13	5% 10	-3
Pets / animals incidents	5% 11	8% 18	+7
Vandalism incidents	1% 2	0% 1	-1
Hate-related incidents	2% 5	2% 4	-1
Alcohol related incidents	1% 3	1% 3	0
Prostitution / Sex incidents	0% 1	0% 1	0
Total ASB incidents	100% 223	100% 220	-3

6.9 ASB incidents by ward

 Ward name	Q4 2016/17	Q1 2017/18	Change between Q3 and Q4
Brunswick and Adelaide	0	0	0
Central Hove	0	2	+2
East Brighton	33	32	-1
Goldsmid	14	8	-6
Hangleton and Knoll	23	27	+4
Hanover and Elm Grove	14	6	-8
Hollingdean and Stanmer	29	25	-4
Hove Park	0	0	0
Moulsecoomb and Bevendean	23	29	+6
North Portslade	7	13	+6
Patcham	9	9	0
Preston Park	1	2	+1
Queen's Park	49	39	-10
Regency	0	0	0
Rottingdean Coastal	0	0	0
South Portslade	6	3	-3
St. Peter's and North Laine	10	12	+2
Westbourne	1	1	0
Wish	3	3	0
Withdean	0	1	+1
Woodingdean	1	8	+7
Total	223	220	-3

7. Seniors Housing

 Seniors Housing indicators		Target 2017/18	Q4 2016/17	Q1 2017/18	Status against target	Trend since last quarter
7.1	Residents who have had a tenancy visit within the last 12 months	98%	97% (826 of 854)	97% (836 of 861)		
7.2	Residents living in schemes offering regular social activities	95%	100% (854 of 854)	100% (861 of 861)		
7.3	Residents living in schemes offering regular health and wellbeing activities	65%	82% (700 of 854)	85% (735 of 861)		
7.4	Schemes hosting events in collaboration with external organisations	90%	95% (21 of 22)	100% (22 of 22)		

The indicator near target is:

Seniors Housing residents who have had a tenancy visit within the last 12 months – target 98%

Performance was 97% at the end of Quarter 1 and is still 1% below target. The gap has narrowed slightly since the end of the previous quarter, with the number of residents not visited reducing from 28 to 25.

Subject:	New Homes for Neighbourhoods: Development costs of new build council homes		
Date of Meeting:	20 September 2017		
Report of:	Executive Director of Environment, Economy & Culture		
Contact Officer:	Name:	Sam Smith	Tel: 01273 291383
	Email:	sam.smith@brighton-hove.gov.uk	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 A report on development costs for the council's New Homes for Neighbourhoods programme was requested by members of the Housing & New Homes Committee at their meeting on 28 June 2017 which was convened to consider the Lynchet Close project for approval.
- 1.2 This report provides context and an overview of the programme to date including projects, procurement /delivery routes, design standards and specification, development costs and associated controls. It also reports the outcome of an internal audit on the housing new builds programme in May 2017 which checked that adequate procurement and project management arrangements are in place and that budget management for each project is robust.

2. RECOMMENDATIONS:

- 2.1 That Housing & New Homes Committee note the contents of this report.

3. CONTEXT/ BACKGROUND INFORMATION

Affordable housing development in Brighton & Hove

- 3.1 Brighton & Hove is a city with an acute 'housing crisis', with over 21,000 households on the housing register, 1,800 in temporary accommodation and a serious shortage of affordable homes. The city also has areas of significant deprivation and its population of around 280,000 has significant health needs and inequalities. The first priority of the council's Housing Strategy 2015 is improving housing supply, in particular the supply of affordable housing to help meet the needs of for the majority of Brighton & Hove households who cannot afford market housing without spending a disproportionate level of their income on housing or some form of subsidy.

- 3.2 Reductions in the grant available for affordable housing in recent years have seen a shift away from social rented homes to affordable rent and housing associations delivering more low cost home ownership rather than affordable rent due to the struggle to make affordable rented homes financially viable. Despite being able to cross subsidise affordable housing through market sales of other homes and shared ownership, housing associations' provision of affordable rented housing has also reduced in light of uncertainty regarding funding and legislation, plus pressures on land and build costs. Whereas housing associations/Registered Providers (RPs) completed 147 rented homes in the city in 2008/09, that reduced to 89 in 2013/14 and none in 2016/17, with none planned in 2017/18.
- 3.3 The council's New Homes for Neighbourhoods regeneration programme has been essential in providing affordable rented housing at a time when our Registered Provider partners have struggled to do so. Initiated in 2013 following a successful pilot project at Balchin Court, the programme has completed seven affordable rented schemes, has four more currently on site and many others in the pipeline. It is exclusively for rent within housing benefit limits - not subsidised by shared ownership or market sales – and is expected to deliver 62% of all new affordable housing in the city under the Affordable Housing Programme 2015 to 2018 and 82% of affordable rented new homes. Overall, the council will have built 90% of new affordable rented homes in the city over that period.

Affordable Housing Programme in Brighton & Hove 2015 - 18

	Housing associations/ RPs	New Homes for Neighbourhoods programme	BHCC other ¹	Total
Shared ownership	65	0	0	65
Affordable Rent	20	165	17	202
Total affordable homes	85	165	17	267

¹ Hidden Homes conversions and travellers' pitches.

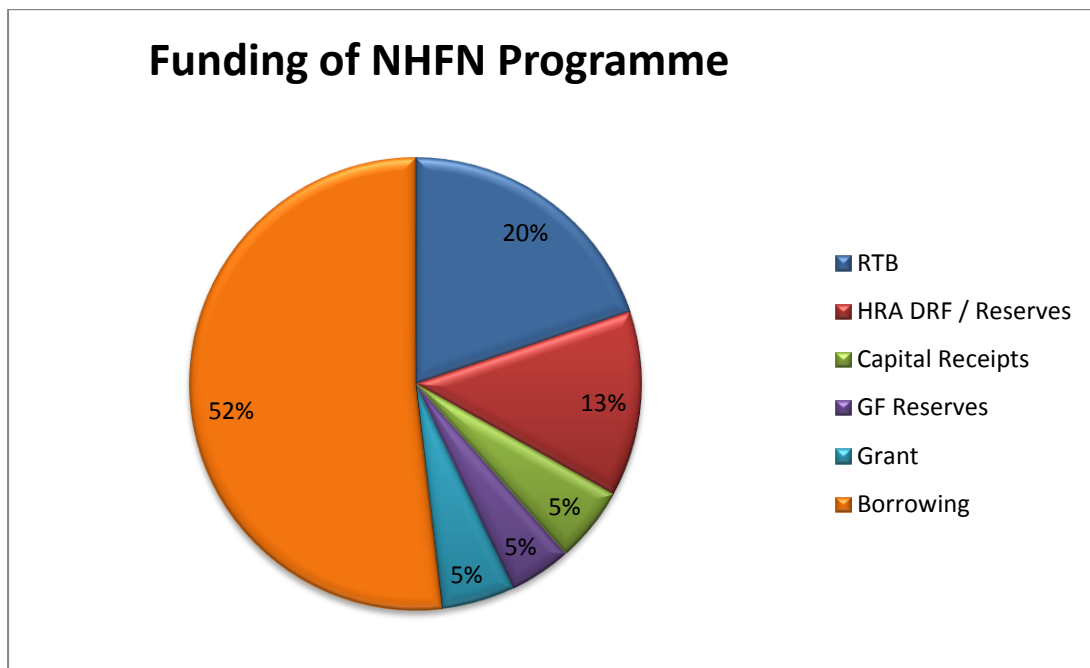
The year 2018/19 shows a similar picture with 77% of projected new Affordable Rented units being completed on council sites.

	Housing associations/ RPs	New Homes for Neighbourhoods programme	BHCC other ¹	Total
Shared ownership	67	0	0	67
Affordable Rent	19	36 council homes plus 23 by partners on HRA sites ²	5	83
Total affordable homes	86	59	5	150

¹ Hidden Homes conversions

² YMCA Downslink Group Y:Cube modular units on Eastergate Road garage site and Bunker Housing Co-op self-build on Plumpton Road former garage site. Excludes Living Wage Joint Venture homes.

3.4 Funding of the council’s new build programme comes from varying sources. The pie chart below details the funding to date from retained Right to Buy (RTB) receipts, Housing Revenue Account (HRA) direct revenue funding (DRF) and HRA reserves, HRA capital receipts, Adult Social Care contribution toward the Brooke Mead extra care scheme (shown as GF reserves), Homes and Communities Agency (HCA) grant funding and HRA borrowing. Up to 30% of a qualifying scheme’s cost can be funded by RTB receipts. However, there are restrictions placed on the use of RTB receipts, two examples being that they cannot be used in conjunction with HCA grant funding or to fund land appropriations from the General Fund.



3.5 When running the financial modelling for a scheme the HRA borrowing is predominantly supported by the new rental stream generated by the homes. Nevertheless, the cost pressures of affordable new housing development mean rental income from the new homes is often not enough to support the borrowing and so a subsidy is required. That has come from existing HRA tenants to date as the programme has not included homes for sale or shared ownership to cross subsidise the rented homes.

3.6 Compared to housing associations, the council is also developing predominantly very small and constrained sites on council owned land in very close proximity to existing council tenants and leaseholders. In addition to delivering affordable rented homes that the city urgently needs, the New Homes for Neighbourhoods programme is working with local communities to improve neighbourhoods for existing residents on council estates. For example, the Robert Lodge development has improved the communal gardens, parking provision, access for emergency vehicles and cycle and mobility scooter storage for the 70 tenant and leaseholder households already living there as well as building 15 new homes.

New Homes for Neighbourhoods programme approach

- 3.7 The New Homes for Neighbourhoods programme is using different procurement/delivery routes for developing new homes on primarily HRA land for their value for money, speed of delivery and quality. Appendix 1 gives details of schemes currently completed or on site including procurement/delivery route and constructor. All schemes, their procurement/ delivery routes and their budgets have been agreed by Housing & New Homes and Policy, Resources & Growth Committees or their predecessors prior to works starting. The Estate Regeneration Member Board, comprising the Chair of Housing & New Homes, the Opposition Spokesperson and Group Spokesperson, have regular updates on progress with all new build schemes from inception to completion.

Procurement/delivery routes

- 3.8 The Housing department appointed an external architect and cost consultants for the Brooke Mead extra care scheme to take it up to planning consent, obtained in 2014. Willmott Dixon was then procured through the SCAPE procurement framework to deliver the scheme under a design and build contract, with the council appointing BLB Surveyors as employer's agent to check and monitor quality of work and costs.
- 3.9 The Guinness Partnership was procured in 2013 through the Brighton & Hove Affordable Housing Delivery Partnership to develop four small garage and car parking sites as the council's development agent. Guinness appointed the architect and employer's agent and procured constructors. The council uses Calford Seaden to test and assure value for money on these projects.
- 3.10 The other schemes listed in Appendix 1 are being delivered through the council's corporate Sustainable Futures construction partnership, which was procured under an OJEU procurement process authorised by Policy and Resources Committee on 21 March 2013, following two previously successful construction partnerships. The partnership started in early 2014 for a contract term of four years and to a value of £60 million. It is currently delivering the majority of the New Homes for Neighbourhoods homes as well as construction projects for various council client departments and is managed by the council's Property & Design department. The council has recently re-procured the strategic construction partnership, which has resulted in a change of constructor and a small saving in the overhead and profit percentage figure. This new figure will be applied to all future projects. Further information on how the current partnership operates and its newly procured successor will operate is in Appendix 2.

Value for money

- 3.11 As indicated in paragraph 3.2 above, it is rarely financially viable nowadays to develop affordable rented new build homes, and development costs vary by site (as explained in greater detail in paragraph 3.18 below). However, value for money is the key criterion for the programme. The council carries out value engineering on all of our new build schemes in order to reduce costs whilst maintaining standards. All New Homes for Neighbourhoods developments are assessed and benchmarked for value for money by independent quantity surveyors/cost consultants. The independent cost consultant produces a Best

Value report confirming that construction costs represent value for money for each scheme.

3.12 To date, three storey timber frame houses have proved the lowest cost type of housing in the programme, in terms of core build cost per square metre excluding abnormal site costs. However, flats can achieve a greater number of homes on some sites, depending on their constraints and planning requirements, and provide homes to meet the needs of tenants who cannot manage stairs. The programme aims to maximise the number of homes developed on scarce HRA land and to deliver the mix of size and type of homes specified in the council's [Affordable Housing Brief](#) to meet the city's needs. Large blocks of flats can also be very cost efficient to develop. The second lowest core build cost per square metre in the programme is for the 43 flat West block at Kite Place.

3.13 Some particularly challenging and constrained sites which would be uneconomic for the council to develop itself will be leased to partners who will use innovative construction methods to achieve development of affordable rented homes on them, to which the council will have nomination rights. For example, Policy, Resources & Growth Committee on the recommendation of Housing & New Homes Committee has agreed to lease the Eastergate Road garage site to YMCA Downslink for development of compact modular Y:Cube homes for young single people at the end of the homelessness pathway, and the small Plumpton Road former garage site with very long, narrow and kinked access to Bunker Co-op for a self-build development. In addition to pilot modular housing and co-op schemes, the programme is also testing the value for money of developing affordable rented council homes on challenging small sites through its design competition pilot.

Speed of delivery

3.14 A notice of motion at full council meeting on 18 July 2013, just after the New Homes for Neighbourhoods programme had been initiated, called for every housing avenue available to be explored and for a speeding up of the Estate Regeneration programme to provide more homes. Different procurement routes have varying timescales, and the faster a development is completed the sooner the Housing Revenue Account starts to receive rental income from the new homes (and can repay any borrowing).

3.15 Progressing schemes through the council's corporate strategic construction partnership has been the speediest delivery route to date. The architects, constructor and principal partners are already procured and in place when a scheme receives final committee approval to proceed, so there are no procurement delays. Adjustments in the final design stage are minimised as the same personnel have been involved in earlier stages. In addition, construction via this delivery route has proved subject to fewer delays in handover in the programme to date, with some homes even being completed ahead of schedule.

Quality

3.16 Quality of new build council homes is achieved through a clear client brief and specification, achieving designated standards, ensuring all personnel and companies involved have the necessary technical and wider skills and expertise, ongoing involvement in and supervision of design and construction – using employers' agents where the construction is not directly managed by council

architects – and careful inspection before handover is accepted. Experience to date is that the corporate strategic construction partnership has delivered the best finish. Close collaborative working between Housing staff, in-house council architects and Estate Regeneration project managers, with partners' support, has also helped to develop the council's New Homes Design Specification for its own new build homes, to achieve quality and consistency. That will result in cost savings in future maintenance, again ensuring value for money.

- 3.17 Resident feedback is an important assessment of the quality of new council homes and results to date of detailed satisfaction surveys of residents around three months after first occupation of the new homes have been very positive. So have the results of inspections of new homes at the end of the 12 months' defects liability period. Any learning is shared amongst the architects, constructors, Estate Regeneration project managers and Housing and has fed into the New Homes Design Specification.

Factors affecting construction costs

- 3.18 Construction costs are influenced by a number of factors including:

- **Economies of scale**

Larger sites or blocks of flats are generally more economical to develop as there is scope for greater repetition of design and project overheads can be apportioned across a larger number of homes. For example, the core build cost per square metre of the West block of Kite Place which comprises 43 flats is some 85% of the core build cost per m² of the East block comprising 14 flats.

The council is not a volume house builder with standard products it can reproduce on large sites across the country to achieve economies of scale. Our development sites are generally very small and constrained, and not attractive or viable for most developers, even for homes for market sale. Overheads such as survey costs, fees etc. can be disproportionately large for smaller sites with fewer homes across which to apportion costs.

- **Site constraints and abnormal costs**

The sites available for development under the programme often require demolition of former housing offices or garages, diversion of sewers or other utilities and services and extensive ground works to deal with sloping sites and achieve level access to homes. Schemes have to be designed to overcome the constraints specific to each site, including overlooking of neighbouring properties and protected trees. Furthermore most of the sites are brown field, where buildings have been demolished and there are varying degrees of contamination.

Abnormal costs may not be apparent until after work has started on site. For example, dumped asbestos and a tarmac road were discovered buried in the communal grounds of Robert Lodge, which had not been detectable from surveys or other information prior to start of construction. The cost of removing those, replacing contaminated soil and replanting the gardens required an increase to the scheme budget. Appendix 1 listing all schemes completed or

on site includes information on specific constraints and abnormalities for sites in the programme to date.

- **Standards to be achieved**

The council's standards for all new affordable housing in the city are clearly set out in its [Affordable Housing Brief](#). This planning document aims to ensure that the council achieves mixed, balanced and sustainable communities and delivers high quality affordable housing for local people in housing need. It specifies the preferred affordable housing mix in terms of unit size and type to be achieved for the city as a whole and that all new schemes need to meet the government's new national technical standards for housing as a minimum. The Brief requires all new affordable homes to be built to the Building Regulations standard relating to 'accessible and adaptable' housing (Part M4(2) Building Regulations 2015), which replaced Lifetime Homes Standard, and 10% of all affordable housing to be built to the 'wheelchair user' housing standard (Part M4(3)), in accordance with current and emerging local plan policies and housing strategy objectives.

Achieving these standards incurs additional construction costs. The 'accessible and adaptable' standard requires step free access to homes, the WC and other accommodation on the entrance storey and to private outdoor space, so that a wide range of people - including older and disabled people and some wheelchair users - are able to use the accommodation and its sanitary facilities. Features must also be provided to enable common adaptations to be carried out in future to increase the accessibility and functionality of the dwelling. The wheelchair user dwellings also require a greater floor area for circulation and additional equipment. Designing to these standards in its new build homes not only meets the needs of council tenants, but will also benefit the council in savings to its adaptations budget.

Affordable homes are also expected to comply with the Nationally Described Space Standards published in 2015, which the council proposes to formally adopt through the preparation of Part 2 of the City Plan. These are up to 11m² larger than the minimum space standards that Planning previously applied to affordable homes. In comparing the cost of different construction options for the Lynchet Close scheme, it was estimated that building a four bedroom council house to Category 2 'accessible and adaptable' standard and to the Nationally Described Space Standard minimum size of 121m² gross internal area – rather than to Category 1 'visitable' standard and to an internal area of 109m² akin to private sector developments – added nearly £27,000 per house to the construction cost.

Brighton & Hove's planning policies also require all new homes to meet energy and water efficiency standards for the former Code for Sustainable Homes Level 4. This involves measures such as installing photovoltaic solar panels.

- **Design specification**

The council will be managing and maintaining the homes itself, so as landlord for the new homes it has developed a detailed New Homes Design Specification for the programme with detailed requirements for robust, well built homes with a long life span and low maintenance costs. Using the cheapest components in construction does not guarantee value for money or

cost efficient future maintenance. Equipment such as lifts and boilers need to meet the high specification Housing has developed based on its experience of managing existing stock and to fit with its maintenance contracts. Materials are chosen that are robust and have low maintenance requirements e.g. flooring in common ways, brick rather than render external finishes where planning permits.

- **Location**

Construction costs in Brighton & Hove are higher than in many other areas as evidenced by the Building Cost Information Service (BCIS) operated by the Royal Institute of Chartered Surveyors (RICS). This publishes very detailed cost indicators for many different types, size, storey height and location of new dwellings which are regularly updated. City centre development sites with lots of party walls, tight access and need for parking suspension, such as Darwell Court, can also incur more costs than sites in a less challenging location.

- **Inflation and labour shortages**

Building costs fluctuate and increase over time. The aging workforce in the construction sector is exacerbating labour shortages in some areas, which again inflates costs.

Development costs for New Homes for Neighbourhoods schemes

- 3.19 As explained above, development costs for New Homes for Neighbourhoods schemes reflect numerous cost pressures from the constraints and locality of the sites and the standards and specification homes are built to, in order to achieve value for money for the council over the time it will be managing and maintaining them. Costs vary significantly from scheme to scheme and the most accurate way to evaluate them is by comparing core build costs per square metre, excluding site abnormal costs. These core build costs themselves will vary according to the construction method appropriate for the site and ground conditions and the facilities provided at each scheme.
- 3.20 The core construction costs being achieved across all projects completed or on site in the New Homes for Neighbourhoods Programme (excluding extra care) so far range from £1,100 per m² to £2,379 per m². Construction costs are advised by the council's cost consultants to be broadly in line with those of small private developments and housing associations.

Budget setting process for new build development

- 3.21 Housing & New Homes Committee final scheme approval and Policy, Resources & Growth Committee budget approval is usually sought before a planning application is submitted, in order to avoid abortive costs in progressing schemes which may not receive committee approval. The budget figure that committee is asked to approve covers all anticipated development costs, including estimated costs for construction (core build costs, site infrastructure, preliminaries, renewables etc.), professional fees, surveys, statutory fees and s106 planning

contributions towards transport, recreation, education etc. as appropriate for each site plus any sum payable for any General Fund land to be transferred to the Housing Revenue Account . It is based on known costs and estimates including those from the council's external and independent cost consultants (quantity surveyors). It also includes prudent design and construction contingency allowances for unforeseen risks and changes, which may not need to be drawn upon as the scheme progresses.

Cost control measures

- 3.22 Following committee approval and planning consent, the scheme design is finalised and packages of work or materials are tendered to establish actual costs, which are used to build up an Agreed Maximum Price for the construction works. This is subject to independent checking and analysis by the council's cost consultants who will assure that best value is achieved for the council and produce a Best Value report confirming that the construction costs represent value for money. The final Agreed Maximum Price for construction is agreed prior to start on site . Appendix 2 outlines cost control measures for schemes delivered through the strategic construction partnerships, which are currently delivering the majority of new homes.
- 3.23 Some cost overruns have arisen due to unforeseen circumstances becoming evident after work has started on site, as can often happen in new build development. For example, ground contamination and buried asbestos or structures have been found despite surveys and ground testing not having identified these prior to work starting. Equally, there are forecast underspends on schemes where contingency provisions have not been required and actual costs of construction elements have proved below estimates. Additional budget requirements and underspends on new build schemes are reported to Policy, Resources & Growth Committee following the council's Budget Setting and TBM process, and to the cross party Estate Regeneration Member Board.

Internal audit report on Housing New Builds May 2017

- 3.24 The council's Principal Internal Auditor carried out an audit review of the New Homes for Neighbourhoods programme as part of the agreed Internal Audit Plan for 2016/17. The scope of the review included checking that each (build) project is robustly assessed to ensure it delivers value for money, including that :
- adequate procurement and project management arrangements are in place
 - budget management for each project is robust.
- 3.25 The audit reported in May 2017 that substantial assurance is provided in respect of housing new builds – the highest rating. This opinion means that controls are in place and are operating as expected to manage key risks to the achievement of system or service objectives. Testing reviewed the use of the council's strategic construction partner and other delivery routes and no concerns were highlighted. Sufficient evidence was provided over the management of risk, monitoring of contractors and validation of interim payment certificates. Documents were of a high standard. Budget monitoring was found to be operating well, and for those projects reviewed, they were all forecast to complete within or under their current/revised budgets.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

- 4.1 As explained in the body of the report, the programme is testing various procurement/delivery routes for new homes for their cost, value for money, speed of delivery and quality.

5. COMMUNITY ENGAGEMENT & CONSULTATION

- 5.1 The Estate Regeneration Team prioritise engagement and consultation with local ward councillors, council tenant and resident associations and local residents in the neighbourhood of each site handed over to the team for development under the New Homes for Neighbourhoods programme.
- 5.2 The Housing department determine which potential development sites are handed over to the Estate Regeneration team for development under the programme, together with their brief for the site. The standards and equipment provided in new build are set by the council's Affordable Housing Brief and New Homes Design Specification. The cross party Estate Regeneration Member Board is consulted and informed on all new build schemes in the programme from inception to completion.

6. CONCLUSION

- 6.1 Development costs of new build council homes in the New Homes for Neighbourhoods programme reflect:
- The council's Affordable Housing Brief's requirements for affordable housing to be built to the Nationally Described Space Standard, easily accessible and adaptable standards (Building Regulations Part M(4) Category 2/former Lifetime Homes Standard) and at least 10% to full wheelchair standard (Part M(4) Category 3) and in a mix of sizes to meet the city's needs
 - The predominantly small and constrained sites available for development of new council homes
 - The Housing department's requirements for robustly constructed homes that will meet tenants' needs and be cost effective to maintain
 - Local construction costs, as reported in the Building Cost Information Service (BCIS).
- 6.2 An internal audit confirmed in May 2017 that each new homes project is robustly assessed to ensure it delivers value for money, including that :
- adequate procurement and project management arrangements are in place
 - budget management for each project is robust.
- The report gave substantial assurance on the cost controls in the New Homes for Neighbourhoods programme – the highest rating.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 7.1 This report describes the processes, procedures and controls in place for the council to ensure that its New Homes for Neighbourhoods programme is

achieving value for money including competitive procurement of construction consultants and levels of independent scrutiny at each stage. The report also details the reasons why costs of developing HRA sites can sometimes be higher when compared to national house builders who will obtain economies of scale and will be building to a different standard as outlined in the report. Further assurance on the value for money obtained for the council is detailed in the independent internal audit report of May 2017 which has assessed and reported on the adequacy of these controls.

- 7.2 Budget approval and monitoring of the spend on new council homes build projects is operated according to the council's agreed Financial Regulations and Financial Procedures included in the council's constitution.

Finance Officer Consulted: Monica Brooks

Date: 25/08/17

Legal Implications:

- 7.3 The Housing Act 1985 gives the council a power, but not a duty, to provide new homes. The law requires a power to be exercised properly. This report provides sufficient information about areas such as process, procurement routes and value for money, such that Members can be satisfied that the power is being exercised properly,

Lawyer Consulted:

Name Liz Woodley

Date: 11/09/17

Equalities Implications:

- 7.4 An Equalities Impact Assessment has been carried out for the New Homes for Neighbourhood programme and actions are built into the Estate Regeneration project management procedures.
- 7.5 All homes are built to meet Building Regulations Part (M) Category 2 'accessible and adaptable' standard, the successor to Lifetime Homes Standard, and at least 10% to Building Regulations Part (M) Category 3 'wheelchair user' standard. In addition, some Category 2 dwellings as agreed with Housing are provided with a level access shower so as to be rated Mobility 2 for letting, as suitable for applicants unable to manage steps/stairs/steep gradients and requiring a wheelchair for outdoor mobility.

Sustainability Implications:

- 7.6 New build homes are designed following good sustainability design principles to save energy and carbon emissions, reduce fuel bills and encourage occupants to live sustainable lifestyles. These can include onsite renewable energy, as well as measures that encourage sustainable transport use, food growing and recycling.
- 7.7 Design and delivery of new homes aims to meet the objectives relating to new build housing in the [City Sustainability Action Plan 2015-17](#) and

meet the city's planning policies and requirements. Energy and water efficiency equivalent to the former Code for Sustainable Homes Level 4 is required.

Crime & Disorder Implications:

- 7.8 New homes are built following the police Secured by Design guidance. Sites developed to date have primarily been of redundant buildings and underused spaces which often attract antisocial behaviour.

Risk and Opportunity Management Implications:

- 7.9 There are a number of risks associated with the cost of developing new homes, including cost overruns due to unforeseen works, construction inflation and the impacts of government policy and the national economy on the housing market and construction costs. A programme and project level risks logs are maintained by the programme and project managers and key controls are in place as confirmed by the internal audit report.
- 7.10 Building much needed new affordable rented homes on vacant or underused primarily council housing land puts an end to antisocial behaviour, makes best use of council assets and brings financial benefits to the council and local economy in the form of New Homes Bonus payments, new council tax income, increased rental income to the HRA and savings on removal of fly tipping etc., employment and training opportunities.

Public Health Implications:

- 7.11 Energy efficient homes which are easier and cheaper to heat help support the health of households. A large proportion of new build homes are suitable for applicants with health needs and very limited mobility.

Corporate / Citywide Implications

- 7.12 The New Homes for Neighbourhoods programme of building new homes on council land supports the council's priorities for the economy, jobs and homes. The development of new housing has a strong economic multiplier impact on the local economy, estimated at over £3 of economic output for every £1 of public investment, creating jobs and supply chain opportunities.
- 7.13 Every new home built on small sites helps meet the city's pressing housing needs and deliver the first priority in the council's [Housing Strategy 2015](#) of improving housing supply. New homes help bring benefits to the council in the form of New Homes Bonus payments and new council tax income.

SUPPORTING DOCUMENTATION

Appendices:

1. New Homes for Neighbourhoods housing development schemes completed or on site
2. Cost controls and monitoring of new build development through the council's corporate strategic construction partnerships
3. (Part 2 only) New Homes for Neighbourhoods housing development schemes completed or on site with cost details

Documents in Members' Rooms None

Background Documents None

New Homes for Neighbourhoods housing development schemes completed or on site

Completed

On site

Scheme/ site address	New Affordable Rented homes accessible or wheelchair	Procurement /delivery route (after initial design)	Total scheme budget £'000 incl. s106 contributions, fees etc.	Total scheme costs £'000 incl. s106 contributions, fees etc.	Site constraints, additional equipment to meet design standards and abnormal costs
The Bungalows Preston Road Brighton	2 x 3 bed Mobility 1 wheelchair accessible bungalows for full time wheelchair users Total 2	Corporate strategic construction partnership with in-house architects and constructor Westridge Construction	£444	£457	<ul style="list-style-type: none"> Rebuilding of derelict prefab units formerly used as temporary accommodation. Removal and replacement of contaminated earth and provision of wheelchair accessible gardens with raised beds. New access road alongside existing villa and provision of car parking spaces. Adjustable height hob and sink and lower height oven in kitchens and full wet room in bathrooms. Provision of solar pv units, clothes driers, compost bins to meet Code for Sustainable Homes Level 4 and secure sheds compliant with Secured by Design. £13,000 expenditure over approved budget due to ground contamination and additional works to communal grounds reported to Policy & Resources Committee. Otherwise contract came in under Agreed Maximum Price.
Robert Lodge South Whitehawk Road Brighton	9 x 1 bed flats with lift: 1 x Mobility 1 for full time wheelchair user; 2 x Mobility 2 with level access showers for part time wheelchair users; 6 x Mobility 3 for tenants able to manage 2-3 steps/stairs but unable to manage steep gradients Total 9	Corporate strategic construction partnership with in-house architects and constructor Westridge Construction	Joint budget with North block £3,100	Joint actual costs with North block £3,304	<ul style="list-style-type: none"> Demolition of former Housing Office. Diversion of sewer and public footpath. Development abuts tenanted block. Removal of asbestos and tarmac road found buried in communal grounds and replacement of contaminated earth, trees and raised beds. Concrete in situ frame construction and piled foundations due to ground conditions. Lift to all floors so all flats can be let to tenants with mobility issues. Video entry system to meet Secured by Design. Automatic door openers to block entrance door for disabled residents. Adjustable height hob and sink and lower height oven in kitchen and full wet room in bathroom of wheelchair unit. Provision of car park and traffic regulation order to stop pavement parking. Secure mobility scooter and cycle stores compliant with Secured by Design for new and existing residents. Solar pv units, clothes driers, compost bins and bird boxes to meet Code for Sustainable Homes Level 4. Fully funded overspend of £283k due to removal of asbestos and tarmac road found buried in communal grounds and replacement of contaminated earth etc. reported in 2015/16 capital outturn report approved by Policy & Resources Committee. Offset by underspend in 2014/15 and 2016/17.

Scheme/ site address	New Affordable Rented homes accessible or wheelchair	Procurement /delivery route (after initial design)	Total scheme budget £'000 incl. s106 contributions, fees etc.	Total scheme costs £'000 incl. s106 contributions, fees etc.	Site constraints, additional equipment to meet design standards and abnormal costs
Darwell Court Cavendish Street Brighton	2 x 1 bed flats, 1 x 2 bed maisonette, 1 x 2 bed flat and 1 x ground floor 2 bed Mobility 1 flat for a full time wheelchair user Total 5	Corporate strategic construction partnership with in-house architects and constructor Westridge Construction	Budget £1,100	Actual £1,269	<ul style="list-style-type: none"> • Removal of tarmac from former Ardingly Street car parking site. Concrete pile foundations and frame construction due to ground conditions. Very tight site off St James's Street with party walls with adjacent pub and other buildings. Adjustable height hob and sink and lower height oven in kitchen and full wet room in bathroom of wheelchair unit. Provision of solar pv units, clothes driers, compost bins and bird boxes to meet Code for Sustainable Homes Level 4. Video entry system to meet Secured by Design. Automatic door opener to entrance door for disabled residents. Secure cycle storage compliant with Secured by Design. • Increased costs due to removal of old tramway infilling in of cellar and remedial works to adjacent property party walls. Fully funded overspend as reported in the 2016/17 capital outturn report.
Aldwick Mews Hangleton Hove	4 x 3 bed houses including 1 wheelchair accessible Mobility 1 house for full time wheel-chair users Total 4	Development agent The Guinness Partnership procured and appointed architects and constructor (PMC) itself	Joint budget with Flint Close and Pierre Close £2,698	Joint actual costs with Flint Close and Pierre Close £2,544	<ul style="list-style-type: none"> • Removal of tarmac/concrete from former Hardwick Road garage site. Timber frame construction with plastic piping. Provision of adjustable height hob and sink and lower height oven in kitchen and full wet room in bathroom of wheelchair unit. Lift to bedroom in wheelchair unit. Provision of solar pv units, clothes driers, secure sheds and cycle storage units compliant with Secured by Design, compost bins and bird boxes to meet Code for Sustainable Homes Level 4. • £154,000 underspend against budget reported to Policy & Resources Committee.
Flint Close Portslade	2 x 2 bed houses and 2 x 3 bed houses Total 4	Development agent The Guinness Partnership procured and appointed architects and constructor (PMC) itself	Joint budget with Aldwick Mews and Pierre Close £2,698	Joint actual costs with Aldwick Mews and Pierre Close £2,544	<ul style="list-style-type: none"> • Demolition of garages at one of two former Flint Close garage sites. Crossover realignment. Timber frame construction with plastic piping. Provision of solar pv units, clothes driers, secure sheds and cycle storage units compliant with Secured by Design, compost bins and bird boxes to meet Code for Sustainable Homes Level 4. • £154,000 underspend against budget due reported to Policy & Resources Committee.

Scheme/ site address	New Affordable Rented homes accessible or wheelchair	Procurement /delivery route (after initial design)	Total scheme budget £'000 incl. s106 contributions, fees etc.	Total scheme costs £'000 incl. s106 contributions, fees etc.	Site constraints, additional equipment to meet design standards and abnormal costs
Robert Lodge North Manor Way Brighton	3 x 1 bed flats and 3 x 2 bed flats, including 2 x Mobility 2 ground floor flats with level access showers Total 6	Corporate strategic construction partnership with in-house architects and constructor Westridge	Joint budget with North block £3,100	Joint actual costs with South block £3,304	<ul style="list-style-type: none"> • Extensive retaining structures to construct on a very steeply sloping site. Removal and replacement of contaminated earth. Block and brickwork loadbearing construction with pre cast concrete floors. Level access showers to ground floor flats to enable letting to tenants with very limited mobility (Mobility 2). Video entry system to meet Secured by Design. Automatic door openers to block entrance door for disabled residents. Provision of solar pv units, clothes driers, compost bin and bird boxes to meet Code for Sustainable Homes Level 4. • Final cost under adjusted approved budget.
Pierre Close Portslade	4 x 3 bed houses Total 4	Development agent The Guinness Partnership procured and appointed architects & constructor (PMC) itself	Joint budget with Aldwick Mews and Flint Close £2,698	Joint actual costs with Aldwick Mews and Flint Close £2,544	<ul style="list-style-type: none"> • Protracted issues resolving cross over at entrance to site to protect roots of protected trees. Timber frame construction with plastic piping. Provision of solar pv units, clothes driers, secure sheds and cycle storage units compliant with Secured by Design, compost bins and bird boxes to meet Code for Sustainable Homes Level 4. • £154,000 underspend against budget reported to Policy & Resources Committee.
Brooke Mead Albion Street Brighton	45 x 1 bed extra care flats with community facilities: 6 x Mobility 1 flats for full time wheelchair users and 39 x Mobility 2 flats for those unable to manage steps/ stairs/ steep gradients and requiring a wheelchair for outdoor mobility Total 45	External architect (FCBS) took to planning consent then Willmott Dixon were procured through SCAPE framework for design and build contract	£12,000		<ul style="list-style-type: none"> • Extra care scheme includes two communal activity rooms, two lifts, automatic door openers throughout the ground floor for disabled residents, laundry room and café. Scheme also includes a courtyard garden, a community garden adjacent to the scheme and wider landscaping to areas of the Albion Hill Estate, required by planning condition. Demolition of derelict former sheltered scheme/temporary accommodation block. Diversion of utilities and removal of live cable found on site. Level access showers in all flats. Sprinkler system. Video entry system to meet Secured by Design. Provision of solar pv, green roof, compost bins and bird tables and boxes to meet Code for Sustainable Homes. • Currently expected to complete within budget.

Scheme/ site address	New Affordable Rented homes accessible or wheelchair	Procurement /delivery route (after initial design)	Total scheme budget £'000 incl. s106 contributions, fees etc.	Total scheme costs £'000 incl. s106 contributions, fees etc.	Site constraints, additional equipment to meet design standards and abnormal costs
Kite Place Findon Road Brighton	10 x 1 bed flats, 33 x 2 bed flats and 14 x 3 bed flats with lifts. Includes 6 flats constructed to full wheelchair standard (Mobility 1), 16 flats with level access showers that can be let as Mobility 2 and 30 flats that can be let as Mobility 3 Total 57	Corporate strategic construction partnership with in-house architects and constructor Westridge Construction	£13,160 + £940 (cost of land) Total £14,100		<ul style="list-style-type: none"> • Scheme costs include £940K payment to General Fund for land. • First scheme working to larger Nationally Described Space Standards required in BHCC Affordable Housing Brief updated October 2015 Removal of tarmac/concrete from former Whitehawk Library site. Significant ground works due to site levels including planted retaining wall. Provision of adjustable height hob and sink and lower height oven in kitchens and full wet room in bathrooms of 6 wheelchair units. Level access showers to 10 additional flats to enable letting to tenants with very limited mobility (Mobility 2). Two lifts to each floor in one block and one lift to all floors in the other so that majority of flats suitable for tenants with mobility problems including those able to manage 2-3 steps/stairs but unable to manage steep gradients (Mobility 3). Showers as well as bathrooms in 3 bed flats for large families. Video entry system to meet Secured by Design. Automatic door openers to block entrance door for disabled residents. Provision of solar pv units, clothes driers and recycling bins to meet Code for Sustainable Homes Level 4. • Current forecast is for the total scheme cost to be c. £278,000 below budget.
Hobby Place Whitehawk Road Brighton	7 x 1 bed flats, 16 x 2 bed flats and 6 x 3 bed flats. Includes 3 wheelchair flats and 4 Mobility 2 flats with level access shower. Remaining flats can be let as Mobility 3 Total 29	Corporate strategic construction partnership with in-house architects and constructor Westridge Construction	£6,717 + £360 (cost of land) Total £7,077		<ul style="list-style-type: none"> • Scheme costs include £360K payment to General Fund for land. • Removal of tarmac/concrete from former school site. Larger Nationally Described Space Standards required in BHCC Affordable Housing Brief updated October 2015. Two lifts, one per block. Provision of adjustable height hob and sink and lower height oven in kitchens and full wet room in bathrooms of wheelchair units. Level access showers to 4 additional flats to enable letting to tenants with very limited mobility (Mobility 2). Automatic door openers to block entrance door for disabled residents. Video entry system to meet Secured by Design. Provision of solar pv units. • Current forecast is for the total scheme cost to be c. £194,000 below budget.

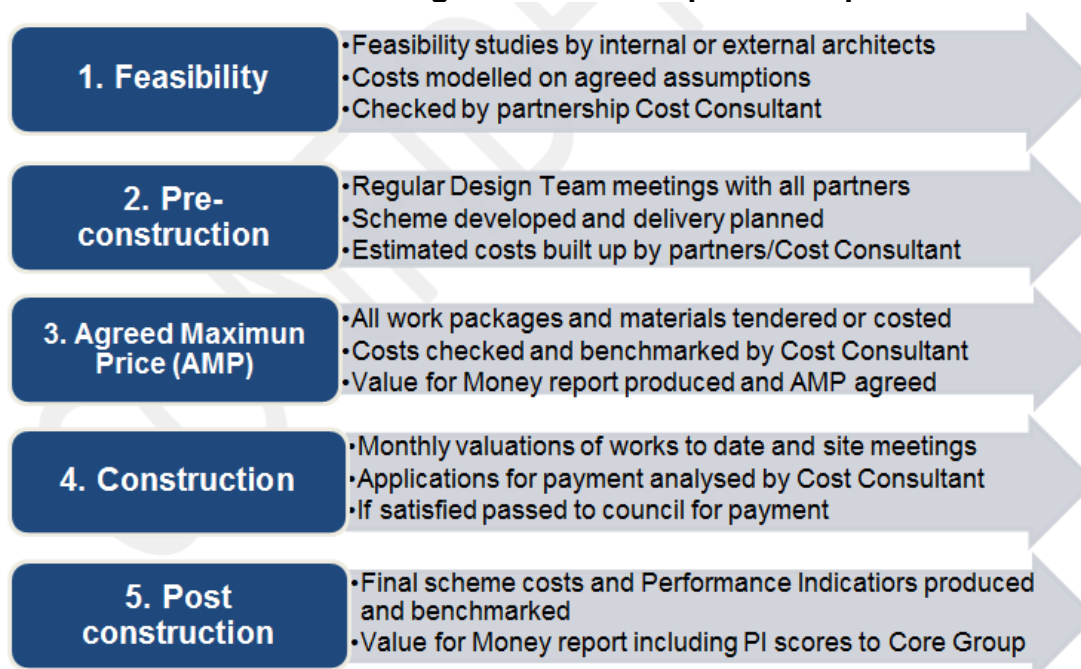
Scheme/ site address	New Affordable Rented homes accessible or wheelchair	Procurement /delivery route (after initial design)	Total scheme budget £'000 incl. s106 contributions, fees etc.	Total scheme costs £'000 incl. s106 contributions, fees etc.	Site constraints, additional equipment to meet design standards and abnormal costs
Lynchet Close Holling- dean Brighton	6 x 4 bed 7 person houses and 2 x 2 bed 4 person flats Ground floor flat to be Mob 2 with level access shower. Total 8	Corporate strategic construction partnership with in-house architects and constructor Westridge	£2,532		<ul style="list-style-type: none"> • Larger Nationally Described Space Standards required in BHCC Affordable Housing Brief updated October 2015. Timber frame construction with repetitive terraced design for houses and plastic piping, no flooring to be provided in bedrooms or on staircase.. Provision of level access shower to ground floor flat to enable letting to tenants with very limited mobility (Mobility 2). Showers in ground floor wcs as well as family bathrooms in 4 bed houses for large families. Provision of solar pv units and secure cycle storage compliant with Secured by Design. Provision of new access road, car parking and services to previously undeveloped site. • Agreed Maximum Price for construction now set £450,000 below budgeted cost.

Cost controls and monitoring of new build development through the council's corporate strategic construction partnerships

- 1.1 The council has been procuring Strategic Construction Partnerships since 2001, using the PPC2000 contract, which was developed following the Sir John Egan report of 1998 called 'Rethinking Construction'. This report recommended partnering as an alternative to the traditional, confrontational traditional tendering approach which often led to disputes, claims and artificially low tenders which were not sustainable.
- 1.2 The current 'Sustainable Futures Partnership' contract (the fourth since 2001) was procured in 2013 with a four year length and ends in January 2018. This partnership has completed four New Homes for Neighbourhoods schemes and is on site with three more. A new five year partnership has just been re-procured which will commence in September 2017 and will deliver many of the other new homes schemes in the pipeline. Both involve council in-house architects taking forward design after initial design stage.
- 1.3 The current Sustainable Futures Partnership employs Westridge Construction Limited whilst the new partnership has been let to Morgan Sindall. All partnerships are procured following a rigorous OJEU procurement process which includes submission of the contractors' overhead and profit (percentage) figure which is fixed for the duration of the contract. The partnership also includes the appointment of an external cost consultant/quantity surveyor who ensures value for money. This is achieved by benchmarking costs against previous project data and information from the Building Cost Information Service (BCIS) published by the Royal Institute of Chartered Surveyors (RICS).
- 1.4 The Design Team, including a designated council Estate Regeneration Project Manager, meet every four weeks during the scheme design phase and the cost consultant checks and provides construction cost estimates for the proposed scheme. Other development costs such as professional fees and s106 planning contributions are added to the estimated construction costs to arrive at a proposed scheme budget figure. The proposed development is then presented to Housing & New Homes Committee for approval and to Policy, Resources & Growth Committee for budget approval. After committee approval and planning consent have been obtained, all parties in the Design Team work together within the budget approved by Policy, Resources & Growth Committee to finalise the scheme design and set the Agreed Maximum Price for construction.
- 1.5 The partnerships work on an 'open book' basis so that all of the actual costs of materials, labour and specialist services are available to all parties, with profit levels for the contractor having already been agreed as part of the original procurement process. Mini-tender exercises are undertaken for individual components and sub contract packages where a minimum of three quotes are obtained. All costs are scrutinised and checked by the cost consultant who will ask for additional prices to be sought if the costs of particular items do not reflect value for money for the council. This transparency enables assurance that prices are fair and reflect local and national market conditions.

- 1.6 The quantity surveyor/cost consultant produces a Best Value review report to confirm that the project has achieved value for money. This document has to be signed off by the Head of Property & Design. It benchmarks the square metre (m2) rates against previous partnered and non-partnered schemes and also against national construction rates for housing using BCIS data.
- 1.7 The partnerships are set up so that they do not become a ‘cosy relationship’ and the success of individual projects is a requirement for further projects to be undertaken. This is measured by key performance indicators (KPIs), which are reviewed by the Core Groups overseeing the partnerships, to ensure that the performance of all team members is maintained. The Core Groups have the authority to change a sub-contract partner where they feel the performance is affecting the wider team. During a previous partnership the Core Group changed two sub contract partners for this reason.
- 1.8 All applications for payment are reviewed by the council’s cost consultants who will only ask the council to pay the contractor if they are satisfied that invoices are accurate and reflect the true costs to date. The cost consultants take a pro-active role in the projects by consistently checking and monitoring costs throughout the project life-cycle.
- 1.9 The partnerships have to prove that they meet value for money criteria, and the external cost consultants produce a value for money report for each scheme which benchmarks costs and rates not only against national criteria, but also against previous projects within the partnership.
- 1.10 The delivery process for the New Homes for Neighbourhoods programme is outlined in the table below.

New Homes for Neighbourhoods delivery process through the strategic construction partnerships



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