



**Notice of meeting of
Decision Session - Cabinet Member for
Health, Housing and Adult Social Services**

To: Councillor Simpson-Laing

Date: Tuesday, 28 June 2011

Time: 4.30 pm

Venue: The Guildhall

AGENDA

Notice to Members – Calling In

Members are reminded that should they wish to call in any item on this agenda notice must be given to Democracy Support Group by:

10:00am on Monday 27 June 2011 if an item is called in before a decision is taken, or

4:00pm on Thursday 30 June 2011 if an item is called in after a decision has been taken.

Items called in will be considered by the Scrutiny Management Committee.

Written representations in respect of items on this agenda should be submitted to Democratic Services by 5:00pm on Friday 24 June 2011.

1. Declarations of Interests

At this point Members are asked to declare any personal or prejudicial interests they may have in the business on this agenda.

- 2. Minutes** (Pages 3 - 6)
To approve and sign the minutes of the meeting held on 3 February 2011.

- 3. Public Participation**
At this point in the meeting members of the public who have registered their wish to speak at the meeting can do so. The deadline for registering is **5:00pm on Monday 27 June 2011**.

Members of the public may register to speak on:-

- an item on the agenda;
- an issue within the Executive Member's remit;
- an item that has been published on the Information Log since the last session. Information reports are listed at the end of the agenda.

- 4. Developing Local Offers / Service Standards** (Pages 7 - 26)
This report provides background information regarding the regulatory requirements of the Tenant Service Authority; customer and staff consultation process, results and outcomes and informs the Cabinet Member of the development, with customers, of 11 local offers / service standards for Housing Services.

- 5. Private Sector Assistance Policy** (Pages 27 - 48)
This report outlines the proposed new Private Sector Assistance policy to enable the authority to deliver an effective assistance programme within the current financial spending limits.

- 6. Changes to the CYC Tenancy Agreement** (Pages 49 - 84)
The Cabinet Member is asked to agree the proposed amendment to the CYC tenancy agreements (introductory tenancy and secure tenancy).

- 7. Urgent Business**
Any other business which the Chair considers urgent under the Local Government Act 1972

Information Reports

No information only reports have been published on the Information Log for this session.

Democracy Officers:

Catherine Clarke and Louise Cook (job-share)

Contact details:

- Telephone – (01904) 551031
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(If contacting by email, please send to both Democracy Officers named above)

For more information about any of the following please contact the Democracy Officer responsible for servicing this meeting

- Registering to speak
- Written Representations
- Business of the meeting
- Any special arrangements
- Copies of reports

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Further information about what's being discussed at this meeting

All the reports which Members will be considering are available for viewing online on the Council's website. Alternatively, copies of individual reports or the full agenda are available from Democratic Services. Contact the Democracy Officer whose name and contact details are given on the agenda for the meeting. **Please note a small charge may be made for full copies of the agenda requested to cover administration costs.**

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The majority of councillors are not appointed to the Cabinet (39 out of 47). Any 3 non-Cabinet councillors can 'call-in' an item of business from a published Cabinet (or Cabinet Member Decision Session) agenda. The Cabinet will still discuss the 'called in' business on the published date and will set out its views for consideration by a specially convened Scrutiny Management Committee (SMC). That SMC meeting will then make its recommendations to the next scheduled Cabinet meeting in the following week, where a final decision on the 'called-in' business will be made.

Scrutiny Committees

The purpose of all scrutiny and ad-hoc scrutiny committees appointed by the Council is to:

- Monitor the performance and effectiveness of services;
- Review existing policies and assist in the development of new ones, as necessary; and
- Monitor best value continuous service improvement plans

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City of York Council

Committee Minutes

| | |
|---------------|--|
| MEETING | DECISION SESSION - EXECUTIVE MEMBER FOR HEALTH & ADULT SOCIAL SERVICES |
| DATE | 3 FEBRUARY 2011 |
| PRESENT | COUNCILLOR MORLEY (EXECUTIVE MEMBER) |
| IN ATTENDANCE | COUNCILLORS FRASER AND SIMIPSON-LAING |

14. DECLARATIONS OF INTEREST

The Executive Member was invited to declare at this point in the meeting any personal or prejudicial interests they might have in the business on the agenda. He declared he had none.

Councillor Fraser, who was in attendance at the meeting, declared a personal non prejudicial interest in agenda item 4 (2011-12 Health and Adult Social Services Budget Proposals) on which he had registered to speak, as he is a member of the retired section of Unison and a member of the retired section of the Acts Section of the T&GWU Section of Unite and also as the Council's appointed governor for the York Hospital Foundation Trust.

Councillor T Simpson-Laing, who was also in attendance at the meeting, declared a personal non prejudicial interest in agenda item 4 (2011-12 Health and Adult Social Services Budget Proposals) on which she had registered to speak, as she is a member of Unison.

15. MINUTES

RESOLVED: That the minutes of the last Decision Session of the Executive Member for Health and Adult Social Services, held on 21 December 2010, be approved as a correct record.

16. PUBLIC PARTICIPATION/OTHER SPEAKERS - DECISION SESSION

It was reported that there had been six representations to speak under the Council's Public Participation Scheme in relation to item 4 (2011-12 Health and Adult Social Services Budget Proposals).

A member of the public spoke out against the proposed cuts to mental health services contained within the budget proposals. She explained that a friend of hers had received support through council funded services for which she was grateful and had been doing well as a result, but that as a result of receiving a reduced level of care due to NHS cuts her friend had had to spend more time in hospital which she pointed out leads to problems of transition back into the community. She stressed that cuts were not cost effective to the Council and asked the Executive Member not to reduce services to disabled people nor remove ring fencing.

A representative of the Salvation Army spoke against the proposed cuts to prevention services. She provided examples of where York Salvation Army projects save money stating that their projects were high quality, inexpensive and in some instances subsidised by themselves. She stressed that prevention was cost effective and critical to future years where ongoing savings would need to be made. She pointed out that cutting prevention work would increase costs in many other areas of the Council's budgets and other statutory areas. She advised that the speed of changes to those delivering front line services needed to be carefully managed and new partnerships, including developing relationships, policies, protocols etc, needed time to work and that if providers were not given time to make these changes, services would fail.

The Co-Chair of the Valuing People Partnership Board spoke in relation to savings proposal ref ACE 115 (Learning Disability Development Fund). He stated that the money had previously been ring-fenced for this fund but would now fall within the base budget and be subject to a reduction. He explained that the schemes paid for through this fund were small and with a good return on investment. He asked the Executive Member to protect the remaining services and allow as much flexibility as possible in the future.

A Unison representative spoke against the proposed cuts to some services. She advised that outsourcing services was not a robust principal and left the services too far removed from accountability and would make them difficult to monitor. They raised concerns that there had been no discussion with Unison prior to market testing services but stated that she understood that they would now be consulted. She asked that more effort be put into looking at in-house options as an alternative to outsourcing. She also raised concerns about the proposed removal of one AMPH post from the Mental Health team, the effects this would have and that no consultation had taken place with the team in question. She asked the Executive Member to consider the implication of any cuts to services and urged great caution in recommending them.

Councillor S Fraser raised concerns about various aspects of the budget proposals including:

- Proposed changes to the Reablement Service – He warned that no consultation had taken place with York Hospital Trust regarding the proposed changes stressing the importance of these services to hospital discharge procedures. He stated that, following the failed privatisation of long term care services in homecare in 2006, there had been a large increase in delayed discharges from York Hospital due to social care arrangements not being in place.
- Equality Impact Assessments (EIA) – He questioned whether these had been carried out for the proposals contained in annex 3 bearing in mind the majority of staff working within these services were female and asked how the Executive Member had satisfied himself that the EIA had been shown to be robust in this respect.

- Service Pressure Proposal Ref ACEG07 (Direct payments and demographic increases in the Adult Care Population) - He asked the Executive Member to explain the disparity between the £2million of additional government funding that the council, in conjunction with the PCT, was expecting to be able to access in 2011-12, as quoted in Annex 2, and the £499,004 figure he had been given. He asked what the basis for the £2 million was, what guarantee he had been given and how he had assured himself that this would be forthcoming.

Councillor T Simpson-Laing spoke in relation the budget proposals. Firstly, she queried what involvement the Executive Member had had with plans for the proposed GP consortiums for the area and raised concerns that these GP consortiums may face difficulties in applying for funding if they were not seen as providing a service for the general public. Secondly, she stated that an article published on the front page of the Inside House publication had announced a 48.1% cut in the Supporting People budget for York. She advised the Executive Member that Nottingham Council had been threatened with a legal challenge in respect of their proposed funding cuts and raised concerns that York had not had time to discuss whether they faced a legal challenge too. To conclude, Councillor Simpson-Laing explained that she had worked for the last 16 years within learning disabilities and mental health and witnessed many cuts. She warned that both people receiving services and carers suffer from these cuts and questioned whether there was in fact a market to provide these services. She stated that in her opinion savings would not be made and would lead to a continued overspend in this portfolio area.

17. 2011/12 HEALTH AND ADULT SERVICES BUDGET PROPOSALS

The Executive Member received a report which presented the 2011-12 budget proposals for Adult Social Services in order that he could consider and provide comments on the budget proposals within the report, in advance of the proposals being considered by the Executive at its meeting on 15 February 2011. The budget proposals included:

- the national context regarding local government funding and the implications for City of York Council.
- the approach that had been adopted to develop budget proposals; the outcomes of the customer budget consultation.
- the revenue budget for 2010-11 to show existing budgets; the budget adjusted and rolled forward from 2010-11 into 2011-12.
- the cost of pay and price increases and increments for the portfolio.
- the proposals for budget service pressure costs and savings options for the portfolio area and fees and charges proposals.

The Director of Adults, Children and Education explained that the large reduction in funding to local authorities meant that the pure efficiency work of past years was not enough and advised that the report brought forward options for Members to consider and take forward. He emphasised that the budget papers contained a lot of positive news and stressed the Council's continued commitment to adult social care in general and in particular to prevention and working with partners and the voluntary sector. He asked

the Executive Member to note the proposed expansion of the Reablement Service and the significant investments in supporting the voluntary services which underpin statutory services. He explained that the Council faced a challenge in determining who was best placed to be the best provider of care, whether that be the Council or external providers.

The Director of Adults, Children and Education, the Assistant Director (Adult Assessment and Safeguarding), the Assistant Director (Adult Provision and Transformation) and the Corporate Strategy Manager (Integrated Commissioning) responded to specific questions and issues which had been raised by speakers under agenda item 16 (Public Participation).

The Executive Member responded further to issues raised and credited officers on putting together a set of proposals which looked beyond the immediate financial crisis to what adult social services (with joined up health provision) need to look like in five years. He acknowledged that a growing proportion of older people in our population translated into an even greater than expected demand for services and welcomed the proposals to double the number of hours available through the Reablement Service. He explained that the development of personal budgets would give control to individuals to spend the money allocated to them for care services. He stated that by already commissioning over three-quarters of homecare through independent providers, the Council had created a strong market and a field of quality providers, which in-house analysis and national research had shown to provide high quality care, and that if the Council chose not to commission these providers to provide these services then customers were likely to, leaving any in-house services to become increasingly uncompetitive. He thanked officers for their hard work in preparing the budget proposals in the difficult circumstances faced.

RESOLVED:

- (i) That agreement be given by the Executive Member that the budget proposals are in line with the Council's priorities.
- (ii) That comments made by the Executive Member on the budget proposals contained in the report and annexes be submitted to the Budget Executive on 15 February 2011.
- (iii) That officers be thanked for their hard work in preparing the budget proposals.

Reason: As part of the consultation on the Adult Social Services budget for 2010/11.

Councillor J Morley, Executive Member for Health and Adult Social Services

[The meeting started at 4.00 pm and finished at 5.30 pm].



Decision Session: Cabinet Member for Health, Housing & Adult Social Services

28 June 2011

Report of the Assistant Director - Housing & Public Protection

Developing Local Offers / Service Standards

Summary

1. The report provides background information regarding the regulatory requirements of the Tenant Service Authority; customer and staff consultation process, results and outcomes and informs the Cabinet Member of the development, with customers, of 11 local offers / service standards for Housing Services for the following service areas, attached at **Annex 1**:
 - Resident involvement
 - Customer service
 - Day to day repairs
 - Gas servicing
 - Planned maintenance
 - Tenant's Choice modernisation
 - Estate management
 - Anti-social behaviour
 - Rent collection
 - New homes
 - Value for money
2. The report seeks final approval for the local offers / service standards from the Cabinet Member for Health, Housing & Adult Social Services.

Background

3. As a regulatory requirement of the Tenant Services Authority (TSA) all social housing providers were required to set out their service standards by 1st April 2011. The service standards must reflect how the landlord will meet the 5 national TSA standards:
 - Tenant involvement & empowerment
 - Home
 - Tenancy
 - Neighbourhood & community
 - Value for money

4. Guidance from the TSA¹ requires landlords to consult extensively with their tenants prior to developing their service to ensure they reflect tenants' real service priorities and needs.
5. Critically, the TSA also requires landlords to develop local service standards with their tenants for 3 of the national standards :
 - Tenant involvement & empowerment
 - Neighbourhood & community
 - Home

These local service standards are known by the TSA as the *local offer*.

6. Housing Services has defined standards for 11 service areas which correspond to the TSA national standards as shown below :

| CYC service standard | TSA standard |
|-------------------------------|-----------------------------------|
| Resident involvement | Tenant involvement & empowerment |
| Customer service | Tenant involvement & empowerment |
| Day to day repairs | Home (repairs & maintenance) |
| Gas servicing | Home (repairs & maintenance) |
| Planned maintenance | Home (repairs & maintenance) |
| Tenants' Choice modernisation | Home (quality of accommodation) |
| Estate management | Neighbourhood & community |
| Anti-social behaviour | Neighbourhood & community |
| Rent collection | Tenancy |
| New homes | Tenancy |
| Value for money | Value for money |

7. The Housing allocations service standards (which form part of the TSA tenancy standard) will be developed after implementation of the new choice based lettings system in July 2011.
8. Each service standard requires defined measures of performance which must be reported, as a minimum, in the Annual Report to Tenants due 1st October each year. Performance against service standards should also be available in other ways including websites, newsletters, in local offices as well as assessed by tenants at panels / boards.
9. The development of service standards / local offers is a central plank in the TSA's express intention to significantly increase tenant's ability to monitor and influence the services they receive. This is known as the *co-regulatory approach* which involves honest performance feedback from the landlord, enabling robust assessment by tenants.
10. The Customer Service Standard has been checked to ensure it is aligned with the ethos of the draft Customer Service Strategy 2011-13. Whilst this does not, as yet, define service standards or outcomes for customers these are in development, due Autumn 2011.

¹ The Regulatory Framework for Social Housing in England from April 2010

11. Housing will revise its Customer Service Standard to ensure compliance with new corporate customer care standards, when agreed. The suite of standards will be updated in the event of any other future changes affecting them.

Consultation

12. Extensive tenant and staff consultation commenced in November 2010 to ensure housing's service standards accurately reflect what our tenants want their services to deliver. Details of the consultation process are set out below.
13. **November 2010. Tenant and Leaseholder Open Day.** An article and reply paid invitations were sent to all 8,000 tenants with Streets Ahead quarterly magazine. Customers had input into when the event would be held and its format. This comprised general information stalls, a housing stall and survey for each of our 11 service standards, a quiz and three super-store sponsored prizes. 46 customers attended the open day, completing 92 surveys. As a result, revised service standards were drafted. A follow up newsletter was sent to every attendee giving feedback on the event.
14. **February 2011. Local Offers Customer Project Team established.** An insert in *Working Together*¹ failed to recruit to a customer project team to oversee the development process. Members of the Residents' Federation stepped in to ensure that customers were directing the next stages of consultation. They agreed a consultation plan and decided how to progress wider customer consultation.
15. **February 2011 surveys and drop-in sessions**
 - 25 Federation members and 35 open day attendees were sent a postal survey on all 11 revised service standard areas.
 - 205 customers selected from housing's involved customer database were sent a postal survey on 2 revised service standard areas.
 - 43 respondents to the New Home Survey received a postal survey on the New Home standard.
 - Two drop in sessions were held for customers to talk to staff and complete surveys in person 18th & 21st
 - Face to face customer surveys on the Customer Service standard were undertaken at St Leonards 18th & 21st
14. **February 2011 Staff consultation** Staff were sent the relevant service standards for their work areas. In addition, managers were sent the Value for Money standard. Managers were asked to ensure relevant standards, which they and their staff would be responsible for delivering, were thoroughly discussed in team / section meetings and feedback returned.
15. **March 2011 Streets Ahead final consultation** The Spring edition of *Streets Ahead*² included an article in the *Your Service, Your Say* involvement section and asked customers to take part in the final consultation by returning a survey insert. The insert gave a selection of 8 service standards and asked customers to agree, disagree or comment on them. Space and cost restrictions limited the size of the insert, however the full set of standards was available on request as hard copy or on the website.

¹ Residents' Association members newsletter

² Quarterly housing magazine for tenants & leaseholders

This gave a second and final opportunity for all tenants to be involved in setting the standards for their services.

16. **Housing Services Management Team** noted at their meeting on the 29th March 2011 the extensive consultation and agreed the service standards should be referred for Cabinet Member approval
17. **The Residents' Federation** fully endorsed the service standards at their meeting on the 19th May 2011.
18. **York-wide anti-social behaviour (ASB) service standards.** Given the York-wide ASB strategy, consultation took place with Registered Social Landlords (RSL's)¹ partners to agree a York-wide local ASB offer. Each landlord's existing ASB standards were compared in February to identify those common standards that all landlords could support. On 22nd March, CYC and RSL partners agreed the final document entitled *Our ASB promise to you*. This local offer will, for the first time, deliver the same ASB service standards to the great majority of social housing tenants in York. It forms an exemplar of how the TSA aspires local offers to work.
19. The chart below indicates the total number of consultation responses received for each service standard :

| Service standard | Total responses |
|---|-----------------|
| Repairs including planned maintenance & gas servicing | 218 |
| Customer Service | 215 |
| Tenants' Choice | 203 |
| ASB | 198 |
| Estate management | 198 |
| Rent collection | 196 |
| Resident involvement | 188 |
| New homes | 176 |
| Planned maintenance | 45 |
| Gas servicing | 44 |
| Value for money ² | 28 |
| Total responses | 1,704 |

20. These responses reflect customer priorities as demonstrated in the Annual Housing Satisfaction Survey 2010, with the exception of customer service which customers give a higher priority in this consultation.
21. All consultations included equalities questions. A breakdown of responses is shown below :

| Male | Female | Has a disability | Has no disability | 16 - 24 | 25 - 39 | 40 - 59 | 60+ |
|------|--------|------------------|-------------------|---------|---------|---------|-----|
| 93 | 152 | 74 | 186 | 8 | 19 | 84 | 149 |

¹ Joseph Rowntree Housing Trust; York Housing Association ; Home Group; Fabrik Housing; Railway Housing; Yorkshire Housing Association, Accent Group.

² Planned maintenance, Gas servicing & Value for Money surveys were not included in the Streets Ahead consultation due to space constraints and the project team's decision to prioritise Day to Day Repairs and ASB. Hence far lower returns.

22. Responses are skewed to reflect the views of customers over 60 (57%). Housing’s customer profile shows 26% customers are over 55.¹ The majority of respondents are female (62%) which exactly matches Housing’s customer profile. A higher number of respondents have a disability (28%) than compared to Housing’s customer profile (19%).²

| British | White British | Irish | Italian | Polish | Scottish | Romany gypsy | Asian born British | Prefer not to say |
|---------|---------------|-------|---------|--------|----------|--------------|--------------------|-------------------|
| 38 | 185 | 2 | 1 | 1 | 1 | 1 | 1 | 4 |

23. Responses reflect the views of British & White British customers (95%). Housing’s customer profile shows 98.5% of customers are White British.³

Options

24. Option 1 – Agree the attached service standards which have been developed with our customers.
25. Option 2 – Decide not to agree the attached service standards and ask officers to consult further with customers.

Analysis

26. Annex 1 shows the suite of 11 final service standards. The format is concise, showing clear standards, customer responsibilities and corresponding performance measures.
27. In the consultations, customers were asked to agree with each service standard or disagree, giving their reasons or suggesting amendments.
28. Overall, customers have strong agreement with the service standards. Pleasingly, customer consensus with the majority of service standards exceeds 90% and in some cases reaches 100%. The following points consider consultation responses in more detail.
29. Customer consensus with service standards for Gas servicing, Tenants’ Choice, Planned maintenance, New homes and Value for money all exceed 90%.
30. Agreement with Customer Service standards falls below 90% in 9 areas :
- always have an estate manager available when you visit the office (84%)
 - answer the phone courteously within 20 seconds with a standard greeting (84%)
 - return your phone call or message within 24 hours (87%)

¹ Autumn 2010

² Customer profile figure for disability believed to under-represent due to inputting error

³ Autumn 2010

- offer to call you back if you prefer (85%)
- using profiling to give equality of access to services (86%)
- ensuring customers are seen within 10 minutes (81%)
- try to resolve a complaint promptly complaints (89%)
- help you make a complaint (82%)
- explain the complaints procedure (89%)

31. Customer comments indicate 10 days is too long to wait for a complaint response. The lower satisfaction with telephone standards may suggest customers are expressing dissatisfaction with performance rather than responding to the proposed standard.

32. Agreement with Repairs standards falls below 90% in 2 areas :

- 20 days for general repairs (84%)
- Tenant responsibility section - carrying our repairs that are your responsibility (89%)

33. Customer comments indicate 20 days is too long to wait for a routine repair, although it should be noted that whilst the priority is 20 days, the average time to complete a non-urgent repair is just over 5 days. Customer comments suggest a lack of understanding about which repairs are being referred to as their responsibility.

34. Agreement with ASB standards falls below 90% in 1 area :

- Tenant responsibility section – completing the satisfaction survey (84%)

This may be due to a lack of clarity or promotion of how the customer satisfaction survey is used.

35. Agreement with Rent collection standards falls below 90% in 5 areas :

- providing direct debits (84%)
- providing standing orders (83%)
- providing on line debit card payments (80%)
- providing post office giro payments (75%)
- Tenant responsibility section – changing standing order payments following rent increase (82%)

It may be that customers have responded by indicating their preferred payment method given the Allpay response was high at 96%

36. Agreement with Estate Management standards falls below 90% in 5 areas :

- remove dangerous dumped rubbish in 24 hours (89%)
- advertise cleaning of flats (85%)
- publicise dates of estate inspections (83%)
- conduct estate inspections every 3 months (84%)
- visit new tenants 3 times in 12 months (89%)

Customers' comments do not throw light these responses. Again, it is not clear whether customers are commenting on performance rather than standards.

37. Agreement with Resident Involvement standards falls below 90% in 2 areas :
- Tenant responsibility section – you can help by becoming a Tenant Inspector (81%)
 - Tenant responsibility section – you can help by joining customer panels (81%)

Customers' comments do not throw light these responses.

38. Following discussion, HSMT agreed not to make any further changes to the service standards. It was felt that customer consensus was high, even when below 90% and that no clear change requirements arose from the consultation.
39. All service standards will be subject to monitoring and review and, where appropriate, further detailed consultation with customers as, for example, focus group work in service reviews.
40. A set of performance measures which will be used to report back to tenants on our achievement against service standards. All performance measures are drawn from the 2011 service plan and can be benchmarked on Housemark¹, except those marked with an asterisk. Each service standard includes a Measuring Success section so that customers have all the relevant information on one page.

Corporate Priorities

41. This supports the *Inclusive City* element of the 2009/2012 corporate strategy by engaging customers in shaping and measuring their housing services.

Implications

- **Financial** – There are no direct financial implications arising from this report.
- **Human Resources (HR)** – There are no direct HR implications arising from this report.
- **Equalities** – This consultation has included basic equalities information enabling us to assess whether views are broadly representative of the wider tenant base.
- **Legal** – There are no legal implications arising from this report.
- **Crime and Disorder** – There are no direct crime and disorder implications arising from this report.
- **Information Technology (IT)** – There are no IT implications arising from this report.
- **Property** – There are no property implications arising from this report.

¹ A national benchmarking club allowing comparison between landlords on distinct service areas

Risk Management

42. It is a TSA regulatory requirement that all social housing providers develop local offers with their customers, publish them by 1st April 2011 and report performance against them in their Annual Report to Tenants.
43. The TSA contacted Housing Services early April to ask why service standards were not on CYC's website. They were satisfied with the response that, as a local authority, we were unable to publish them during pre-election purdah and would need member approval post-election. They were assured that the service standards were timetabled for consideration by members in June 2011.
44. The significant risk is found in not complying with the regulator's requirements by failing to publish service standards at the earliest opportunity post-election.

Recommendations

45. The Cabinet Member is asked to:

- Approve option 1 as set out in para 24, to agree the attached service standards.

Reason – To ensure that the council complies with its statutory responsibility to develop service standards with its customers.

Contact Details

Author:

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554340

Chief Officer Responsible for the report:

Steve Waddington
Assistant Director Housing & Public Protection

Report Approved Date 3rd June 2011

Wards Affected: *List wards or tick box to indicate all*

All

For further information please contact the author of the report

Background Papers:

- HSMT report 14.07.10 Meeting the TSA standards & developing local offers

Annexes

- Annex 1 11 Housing Service Standards



Your Service,
Your Say



Housing Services

Our Day to Day Repairs Service Standard

We know that maintaining our tenants' homes is a top priority.

We will offer a choice of ways to report your repair:

Monday – Friday between 8.30am to 5.00pm:

- **In person** at the Acomb local housing office, 50 York Road or the Customer Centre, Library Square
- **By telephone** 01904 551200 (select option 1)
- **By email** housing.repairs@york.gov.uk

At all other times, we provide an **emergency repairs** service by telephone **01904 630405**

We offer a range of timescales:

Urgent repairs, for example no electricity or a burst pipe

- We will attend within four hours

Same day repairs, for example no heating and hot water

- We will attend within 12 or 24 hours, if reported during office hours

General repairs, for example, repair an internal door

- We will attend within 20 working days

To deal with repairs effectively, we will:

For 20 day repairs, offer you a convenient appointment slot during

- Morning (from 8am to 1pm)
- Afternoon (from 1pm to 4pm)

(We can be flexible with appointments, for example to fit in around school hours)

Carry out high quality repairs with minimum disruption and disturbance

Remove any rubbish and clear up once the repair is completed

Show you identification before starting work

Tell you if we can't keep an appointment and agree another convenient one with you

Tell you if the repair is your responsibility as set out in your tenancy agreement

To deliver a good repairs service, you can help us by:

- ✓ Reporting any repairs promptly
- ✓ Giving us as much information as you can about the problem
- ✓ Being at home when we call to do your repair
- ✓ Letting us know if you need to cancel or change an appointment
- ✓ Making sure we can access the repair by removing any obstructions
- ✓ Doing the repairs that are your responsibility

Measuring Success:

- Percentage of tenants satisfied with the repairs and maintenance service
- Percentage of tenants satisfied with the general condition of their property
- Appointments kept as a percentage of appointments made
- Percentage of appointments not kept due to customers not giving access
- Percentage of all repairs completed on time
- Percentage of repairs completed right first time
- Average calendar days to complete a repair, excluding pre-inspection
- Average calendar days to complete a repair, including pre-inspection



Our Planned Maintenance Service Standard

We are committed to making sure our tenants' homes are kept in good repair by carrying out regular, planned maintenance.

To make sure your home is secure and weatherproof, we will:

Repair and repaint all external woodwork every 7 years

Only use reputable contractors and skilled staff

Complete work quickly and to a high standard

Minimise disruption during work

To keep you involved and informed, we will:

Suggest a date for the contractor to carry out a survey of work required

Ask what you repairs you think need attention before we start to paint

Write to tell you when work will start

Provide contact details for the surveyor who will oversee the contract

Provide a colour card offering you a choice of 20 colours

Keep you informed of progress and changes, especially if bad weather delays work

Check the work when it is complete

Send you a survey afterwards to find out how satisfied you are with the work

To deliver a good planned maintenance service, you can help us by:

- ✓ Keeping to any arrangements you make, especially to stay in when we need access
- ✓ Letting us know as soon as possible if your plans change
- ✓ Making sure all doors and windows are opened for painting and left open as long as possible afterwards
- ✓ Taking down or tying back your curtains or nets when we start painting windows
- ✓ Opening your doors and windows daily for 2 weeks to stop new paintwork from sticking
- ✓ Reporting any problems straight away to the project surveyor or contract manager

Measuring Success:

- Percentage of tenants satisfied with repairs and maintenance service
- Percentage of tenants satisfied with the general condition of their property
- Percentage of tenants satisfied with the overall quality of their home
- Percentage of tenants satisfied with external painting



Our Gas Servicing Service Standard

As your landlord, we have a legal obligation to service every customer's gas boiler and fires, every 12 months.

To service your gas appliances, we will:

Write to tell you your gas service is due

Provide a freephone number for you to call and make a convenient appointment

0800 138 7077

Offer you a choice of appointments

- Morning (8.00 – 1.00pm)
- Afternoon (12.00 – 4.00pm)
- Between 4pm and 6pm

(We can be flexible with appointments, for example to fit in around school hours)

Only use qualified Gas Safe engineers

Always show you identification

Work in a clean, safe way in your home

Service, clean and check all gas appliances in your home that are owned by the council

Do a free visual check of any gas appliances in your home that belong to you

Give you a copy of the completed gas safety form called a CP12 and send a copy to the housing department for their records

Advise you of any legal action needed to force entry into your home including costs

To deliver a safe and effective gas service, you can help us by:

- ✓ Making an appointment for your annual gas service
- ✓ Keeping your appointment
- ✓ Letting us know if you need to cancel or change your appointment
- ✓ Making sure the engineer can get to your gas appliances
- ✓ Keeping your own gas appliances safe and following the engineer's recommendations for them
- ✓ Keeping your copy of the CP12 form safe

Measuring Success:

- Percentage of tenants satisfied with gas servicing
- Percentage of properties with a valid gas servicing certificate
- Appointments kept as a percentage of appointments made



Our New Home Service Standard

We are committed to ensuring our empty properties meet our new home standard and are ready to move in.

Before you move into your new home, we will:

Clean it and remove all the previous tenant's belongings

Survey the property and complete the repairs needed

Make doors and windows safe and secure, providing keys for all locks

Provide a hygienic kitchen with sufficient units for the size of your home, a fitted worktop and a tiled splash back

Provide a cooker point which will be either gas or electric

Where practical, provide a washing machine space

Provide a hygienic bathroom suite with tiled a splash back to all basins, baths or showers

Ensure walls and ceilings are ready for you to decorate; free from damp and not in need of replastering

Clear the garden to make it safe

Once you are in your new home, we will:

Complete any small repairs not previously done

Check and service the gas and electricity appliances once you have arranged for the supplies to be turned on

Complete any gardening work to leave it at a standard that you can maintain yourself.

To deliver a good new home service, you can help us by:

- ✓ Making and keeping your appointment to view the property
- ✓ Getting your gas and electricity supplies connected promptly
- ✓ Arranging your gas and electrical checks once your supplies are on
- ✓ Disposing of any rubbish properly
- ✓ Reporting promptly any problems you find after moving in

Measuring Success:

- Average time to undertake void repairs to achieve lettable standard
- Percentage of tenants satisfied with their new home (lettable standard)
- Average number of days to relet empty properties



Our Tenants' Choice Modernisation Standard

We are committed to making sure that our tenants' homes meet a high standard by carrying out major improvements such as central heating, new kitchens and bathroom and rewiring.

We call this improvement programme ***Tenants' Choice***.

To provide an effective Tenants' Choice service, we will:

Publish our ***Tenants' Choice*** programme every year

Only use reputable contractors and skilled staff

Complete work as quickly as possible and to a high standard

Keep mess, noise and general inconvenience to a minimum

To keep you involved and informed, we will:

Suggest a date for the surveyor to carry out an initial assessment of the work required

Arrange appointments that suit you

Provide contact details for the surveyor who will oversee the contract

Provide a wide choice of products

Keep you informed of progress

Listen to any questions and concerns that you have

Check the work when it is complete and put any problems right quickly

Send you a survey afterwards to find out how satisfied you are with the work

Show you how to use any new appliances and providing leaflets and guidance notes

To deliver a good Tenants' Choice service, you can help us by:

- ✓ Co-operating when making choices and discussing layouts
- ✓ Not making changes to choices once they have been agreed
- ✓ Remaining flexible when rearranging appointments
- ✓ Keeping children and pets away from areas we are working in
- ✓ Clearing areas to be worked in before the work starts

□

Measuring Success:

- Percentage of tenants satisfied with the general condition of their property
- Percentage tenants satisfied with new home (lettable standard)
- Percentage of tenants satisfied with the quality of their home
- Percentage of dwellings failing to meet the decent homes standard
- Percentage of tenants satisfied with Tenants' Choice service (survey & focus groups)



Your Service,
Your Say



Our Resident Involvement Standard



Housing Services

Our customer engagement strategy ***Your Service, Your Say*** commits us to improving housing services by involving and including all our customers

To give you choices about how you can get involved, we will:

Promote our ***Your Choice!*** leaflet showing all the different ways you can get involved

Make sure there is something for everyone, making involvement accessible and welcoming

Provide support and training to help you get involved

To let you know what's going on, we will:

Send all tenants and leaseholders our ***Streets Ahead*** magazine quarterly

Update our website so you can see what involvement events are coming up

Give you feedback on the outcomes of surveys, consultations and involvement activities

- By letter
- Or through Streets Ahead
- Or on our website within one month of the activity

Report every year the impact, benefit and cost of each involvement activity

To put customers at the heart of our services , we will:

Involve our customer editorial board in each edition of ***Streets Ahead***

Support Resident Associations on our estates to work with us on local issues

Work with our Residents Federation to enable Residents Associations to have a collective voice and influence

Set up a Tenant and Leaseholder panel to scrutinise and challenge performance

Train and support our Tenant Inspectors to assess and improve our services

Involve customers when we review specific service areas or develop key strategies

Survey over 1000 council tenants every year so that your priorities inform our improvement plans

Involve tenants and leaseholders on our quarterly estate walkabouts

Work with tenants and leaseholders to use their Estate Improvement Grant to benefit their area

To deliver a good resident involvement service, you can help by:

- ✓ Responding to surveys
- ✓ Becoming a Tenant Inspector
- ✓ Reading ***Streets Ahead***
- ✓ Joining your local Residents' Association
- ✓ Joining the scrutiny panel
- ✓ Joining our customer panels
- ✓ Letting us know when you are not happy with the service we provide

Measuring Success:

- Percentage of tenants satisfied with their views being taken into account
- Percentage of tenants satisfied about being kept informed
- Percentage of tenants satisfied with opportunities to participate in management and decision making
- Percentage of complaints dealt with within timescale (all stages)

Our Rent Collection Standard

We will collect rents efficiently, maximising our income to pay for the services we provide.

To give you a choice of how to pay your rent, we offer:

Direct debits which can be set up to pay monthly on 1st 8th 15th or 22nd

Standing orders which you can set up to pay on a date of your choice

On line debit card payments through our website www.york.gov.uk/payments/

Post office giro cheque payments and credit card payments (there is a charge made for these)

Allpay card payment points at convenient locations in your neighbourhood

Replacement of lost or damaged Allpay cards within 10 working days

To help you pay your rent, we will:

Check whether new tenants are entitled to housing benefit (Existing tenants can also ask for a check)

Send you a rent statement every 3 months or, on request, within 3 working days

Help you access free welfare benefit, legal and debt advise if you need additional support

Confirm your identity before giving out any rent account information

Only give other people information about your rent account if we have your written consent to do so

Give you a named person to deal with your rent query or arrears

Give you 28 days notice in writing when we increase your rent

Check rent accounts regularly and take action within 3 working days where a rent account is in arrears

Explain our rent collection procedures to new tenants

To deliver a good rent collection service, you can help us by:

- ✓ Changing your standing order payments when your rent increases (direct debit payments are increased automatically)
- ✓ Paying your rent regularly, weekly or monthly
- ✓ Letting us know if you plan to change how you pay your rent
- ✓ Responding to a phone call, letter or visit from us within 48 hours of our contact with you
- ✓ Making an agreement to clear any rent arrears and keeping to it
- ✓ Telling us straight away if your circumstances change

Measuring success:

- Tenant satisfaction with facilities to pay rent
- Number of tenants evicted as a result of rent arrears
- Current tenant rent arrears
- Former tenant rent arrears
- Arrears written off
- Percentage of lost or damaged Allpay cards replaced within 10 working days

Our Value for Money Service Standard

Housing Services, is committed to delivering excellent value for money services that meet the needs of all our customers.

To achieve value for money, we will:

Spend wisely and buy better so get the maximum benefit from our resources

Be mindful of how much time or money we are intending to invest, making sure we know how it will benefit customers

Follow our procurement guidelines when buying goods and services

Make sure we always get what we are paying for

Be alert to waste, removing activities that don't add anything to a process

Regularly review our services

Record the savings we make by being more efficient in our processes

Deal with things promptly and get things right first time

Provide information in your own language, if you ask us to.

Play an active part in creating improvement plans and putting them into practice

Make sure we change our working methods when processes and procedures change

Involve our customers and use feedback to learn about our services to improve them further

Record the compliments and complaints we receive about our services and show how we learn from complaints to improve our services

To deliver good value for money, you can help us by:

- ✓ Keeping to the terms of your tenancy agreement or lease
- ✓ Looking after your home and taking care of the fittings and fixtures
- ✓ Reporting repairs promptly – your own and those in shared areas
- ✓ Reporting vandalism or damage
- ✓ Helping to look after the local environment by not dumping waste, littering or dog fouling
- ✓ Paying your rent regularly and on time, by direct debit if possible
- ✓ Giving us plenty of notice if you plan to leave your property
- ✓ Clearing all your possessions and leaving the property in a clean and tidy condition
- ✓ Letting us know when we do things well or when we make a mistake
- ✓ Contacting us with your suggestions about getting better value for money services. Please call us on 01904 554379 or email yourservice.yoursay@york.gov.uk

Measuring Success:

- Percentage of tenants satisfied with overall services provided by your landlord
- Percentage of tenants satisfied with the value for money of their rent
- Percentage of tenants satisfied with the general condition of their property
- Average number of days to relet empty properties
- Current tenant rent arrears

Our Estate Management Service Standard

We will ensure that your estates are well-maintained and safe places, where people want to live.

To keep your estates safe and clean, we will:

Remove racist or offensive graffiti on council property within 24 hours

Remove all other graffiti from council property within 5 working days

Remove dumped rubbish which is a health and safety hazard within 24 hours

Remove all other dumped rubbish within 7 working days

Monitor our empty properties to prevent vandalism and rubbish dumping

Provide a dedicated estate worker on our larger estates to keep them clean and safe

Advertise when your estate worker will clean your block of flats

Cut the grass in shared garden areas 14 times in the growing season; around every two weeks between April and October each year, weather permitting

To support you in keeping your estate safe and clean, we will:

Provide a free gardening service for elderly or disabled tenants who have no-one else to help, cutting their grass 5 times and their hedge twice between April and October, weather permitting

Publicise the dates of estate inspections widely on our website, on estate notice boards and to residents' associations

With tenants, conduct an estate inspection every three months and show you the actions identified, and progress with it, on our website

Visit new tenants three times in the first 12 months of their tenancy to check their homes and gardens

To keep your estate safe and clean, you can help us by:

- ✓ Coming along on your estate walkabout to show us what needs attention
- ✓ Reporting any problems promptly
- ✓ Disposing of your rubbish properly
- ✓ Reporting anyone who dumps rubbish or blocks bin chutes to us
- ✓ Keeping any shared areas clean and tidy
- ✓ Keeping entrances, halls, stairways and landings clear for safe emergency exit
- ✓ Telling us if you see anti-social behaviour in shared areas

Measuring Success:

- Percentage of tenants satisfied with their neighbourhood as a place to live
- Percentage of tenants satisfied with ground maintenance
- Percentage of tenants satisfied with internal cleaning of blocks of flats
- Number of days to remove fly tipping
- Number of days to remove graffiti
- Number of days to remove abandoned vehicles
- Percentage of tenants satisfied with the gardening service

Our Citywide Anti-Social Behaviour Service Standard

Our ASB promise to you

We are committed to working with local communities and partners to tackle anti-social behaviour by means of prevention and enforcement.

Providing Support:

Where residents are particularly vulnerable we will put them in touch with services that could provide additional support

We will refer to ASB mediation services, where appropriate

Where we need to take legal action, we will support you through this process and provide assistance and advice on gathering evidence

Responding to ASB:

We will respond to reports of anti-social behaviour within 1 working day or 5 working days dependent upon the urgency of the incident

Dealing with ASB and keeping you informed:

We will discuss the problem with you and explain all the options available and develop an action plan with you so you know what to expect

We will regularly update you on the action taken and progress made, as a minimum every 2 weeks, in a way that suits you

Partnership Working:

We will work in partnership with City of York Council, the police, Safer York Partnership, other housing providers and voluntary services to resolve issues of anti-social behaviour in your community

Closing a Case:

We will write to tell you when the case is closed and will give you the reason for closing it

Customer Feedback:

We will use your feedback to improve our services in how we tackle anti-social behaviour

Measuring Success:

- Percentage of tenants satisfied with anti-social behaviour case handling
- Percentage of tenants satisfied with anti-social behaviour outcome
- Percentage of tenants satisfied with anti-social behaviour advice by staff
- Percentage of tenants satisfied with being kept informed about anti-social behaviour
- Percentage of tenants satisfied with staff support when dealing with anti-social behaviour
- Percentage of tenants satisfied with speed at which anti-social behaviour was dealt with
- Percentage of emergency anti-social behaviour cases responded to within 1 working day
- Percentage of anti-social behaviour cases responded to within 5 working days



Your Service,
Your Say



Our Customer Service Standard



Housing Services

Excellent customer service is at the heart of our housing service. We understand our customers have a range of different needs and our service offers choice to meet them.

To provide an excellent service to everyone, we will:

Always deal with you in a fair, courteous and efficient manner

Use our *Understanding You Better* survey results to make sure everyone has equal access to our services

Offer a choice of ways to contact us including:

- at our offices
- at a home visit
- by phone
- by letter
- by email

Offer a choice of ways to get information from us including:

- a regularly updated website
- our quarterly newsletter – Streets Ahead
- our annual report
- information leaflets

Ensure our offices are accessible to everyone

Promote and use the language line translation service & the mini-com hearing loop

Provide information in your own language, on request

When you visit our offices, we will:

Wear a name badge that you can easily see

Always have an estate manager available, to give confidential advice on rent, nuisance or general tenancy matters, without appointment.

When you telephone us, we will:

Answer courteously, within 20 seconds, with a minimum response of:

- Good morning/afternoon,
- Housing services,
- Name

Return your phone call or message within 24 hours

Offer to call you back, if you prefer

When you write to us, we will:

Reply to your letter or email within 10 working days

Show contact details including name, phone number and email address on our reply

Respond within 5 working days to a request for a home visit

When we visit you at home, we will:

Arrive on time or let you know if we will be late

Show you identification

Let you know in advance if we cannot keep your appointment

Leave a calling card, if we miss you during a home visit

If our service is not satisfactory, we will:

Try to resolve it with you straight away

Help you to make a complaint, if we cannot resolve it straight away

Accept a complaint however you wish to make it – in person, on the phone or in writing

Respond to your complaint within 10 working days

Explain how our complaints procedure works

To deliver a good Customer Service, you can help us by:

- ✓ Being considerate to our staff
- ✓ Having relevant information available to help us help you
- ✓ Keeping your appointments
- ✓ Giving us access to your home, when needed
- ✓ Letting us know if you need to cancel or change an appointment

Measuring Success:

- Percentage of tenants who were able to get hold of the right person when making contact
- Percentage of tenants who thought staff were helpful
- Percentage of tenants who were satisfied that staff could deal with their problem
- Percentage of tenants satisfied with the final outcome of their query
- Percentage of tenants who felt staff were able to deal with their problem (complaints)
- Percentage of tenants satisfied with complaints handling
- Percentage of customers satisfied with outcome of complaint
- Percentage of complaints responded to within timescale
- Percentage of correspondence responded to within 10 working days
- Percentage of phone calls answered within 20 seconds



Decision Session - Cabinet Member for Health, 28 June 2011 Housing and Adult Social Services

Report of the Assistant Director – Housing & Public Protection

Private Sector Assistance Policy

Summary

1. The report outlines the proposed new Private Sector Assistance policy to enable the authority to deliver an effective assistance programme within the current financial spending limits.

Background

2. Members approved the last Grants and Assistance policy in March 2009 which contributed to the delivery of the strategic aims of Private Sector Renewal Strategy (2008-2013), which was last refreshed earlier this year in March. The policy outlines the financial assistance, offered by the council, to residents in the private sector.
3. Funding to support this area of work has historically been through grant allocation from central government via the Regional Housing and Regeneration Board, in 2010/11 this equated to just over £900k. Following the national comprehensive spending review in late 2010, this funding was removed in its entirety.
4. Due to its strong links with the three year Housing and Regeneration Board funding for private sector renewal (2008-2011) which ended at the end of the last financial year, the last policy was always due for review in March 2011. There has been a delay decision making following the review of the policy as a result of the local elections.
5. The proposed policy, attached as Appendix A, is for one year only to be reviewed again by March 2012. This will give an opportunity to continue to explore funding opportunities available to the council. We will also be looking at other ways of delivering help to residents.
6. The following table is an outline of the existing range of assistance and the proposed changes giving reasons for those changes. The changes aim to ensure that the policy:
 - a) helps the most vulnerable residents in the city;
 - b) is simple and easy to administer reducing the cost of administration where possible;
 - c) directly contributes to the aims of the refreshed private sector renewal strategy and the council wider priorities for example reducing carbon

emissions and making best use of existing stock through bringing back empty homes into use;

- d) maximises the very limited funding available;
- e) reflect changes to other policies for example the licensing of Houses in Multiple Occupation;
- f) the eligibility criteria reflects and compliments other policies for example the change to the criteria for vulnerability matches that the classes laid out in the housing health and safety rating system¹
- g) reflects the ground work already carried out – for example the work in the one area eligible for Community Energy Savings Programme (CESP)² funds.

7. However, it must be recognised with the removal of Government funding that the council will not be able to help residents to the same level. The following table indicates the changes we are proposing.

| Existing Policy | Proposed Changes to policy | Reason for change | Contribution to Private Sector Renewal Strategic aims |
|--|---|--|--|
| Adaptations Programme | | | |
| 1) Help for residents requiring adaptations | | | |
| Disabled Facilities Grant programme | No change to Disabled Facilities Grant policy or programme | No change | To help people whose independence may be at risk to remain in or return to their homes |
| Minor adaptations | To be explicit regarding the residents repairing obligation | To promote responsibility for adaptations. However we will be advising residents of the handyperson scheme which the council funds. | To help people whose independence may be at risk to remain in or return to their homes |
| Private Sector Renewal Programme | | | |
| 2) Help for Homeowners to maintain their homes | | | |
| Home Safety Loan | Tighten the criteria and limit the number of applicants by a) Changing the eligibility criteria of the applicant by increasing | By tightening the criteria it enables the very limited funding to be targeted at those most in need and to remove the most serious defects | Encourage and support Owner Occupiers to maintain and repair their homes |

¹ The Housing Health and Safety Rating System is the assessment of risks to health and safety in homes prescribed in the Housing Act 2004 and other secondary legislation. The assessment of the 29 hazards is always carried out for the age group most vulnerable to the hazard or danger in question.

² Community Energy Savings Programme (CESP) requires gas and electricity suppliers and electricity generators to deliver energy saving measures to domestic consumers in specific low income areas of Great Britain. CESP has been designed to promote a 'whole house' approach and to treat as many properties as possible in defined areas. The CESP obligation period will run from 1 October 2009 to 31 December 2012

| Existing Policy | Proposed Changes to policy | Reason for change | Contribution to Private Sector Renewal Strategic aims |
|------------------------|---|---|---|
| | <p>the age limit to 70 in line with other priority schemes. To reduce the age of children from 16 to 5 years which brings it in line with the Housing Health and Safety Rating system vulnerability Criteria for the most common hazards. Where the family has a disabled child the age limit will remain at 16</p> <p>b) To reduce the level of funding availed from £4k to £2k³</p> <p>c) That the loan will normally only be available to remove Category 1 hazards⁴</p> <p>d) Having a waiting list</p> | <p>which are likely to cause serious harmed or death to the occupier.</p> | |
| Home Appreciation loan | <p>No change to loan criteria but not available in 2011/12. - Waiting list. Repayments of loans at a regional level may enable limited number of loans to be offered from 2013</p> | <p>To continue to include the loan in the policy but advise applicants that due to limited funding that assistance will be dealt with in date order. Priority will be given to cases where there is a</p> | <p>Encourage and support Owner Occupiers to maintain and repair their homes</p> |

³ The amount of funding will mean that we will only be able to fund residents to enable them to carry out emergency repairs. For example a holed roof would be able to be patched not reroofed.

⁴ An example of a category 1 hazard would be a steep staircase with no handrail, the risk of death or injury from a fall would be significant. An old bathroom suite with a cracked was hand basin would be assessed as category 2 hazard which although there risk of not been able to maintain personal hygiene it is unlikely to cause death or serious injury.

| Existing Policy | Proposed Changes to policy | Reason for change | Contribution to Private Sector Renewal Strategic aims |
|--|--|---|---|
| | | imminent and serious risk to the health and safety of the occupant | |
| 3) Help for the Private rented sector | | | |
| Decent homes loan | No loan proposed in the proposed policy | The previous loan was offered to landlords of existing licensed HMO's to enable retrofitting of health and safety measures. The inspection programme for HMO's had prioritised those with the highest risk. Properties currently being inspected have fewer hazards -last year saw only one loan approved and paid reflecting this approach. New HMOs will be expected to be brought up to standard prior to being let. | Encourage private landlords to provide good quality and well managed properties for their tenants |
| 4) Help to residents to improve the energy efficiency of their homes and reduce carbon emissions | | | |
| Energy Efficiency Grant | Energy Efficiency Grant – no proposed changes in this policy | To continue with this grant for this year only as it reflects the council commitment to reducing carbon emissions. This will need to be reviewed at the end of this year due to the end of the funding stream for this area of work and the proposed | To help to create sustainable homes and reduce carbon emissions from the domestic sector |

| Existing Policy | Proposed Changes to policy | Reason for change | Contribution to Private Sector Renewal Strategic aims |
|--------------------------------|--|--|--|
| | | introduction of the green deal | |
| Affordable warmth grant | No grant available in the proposed policy | To reflect the reduction in funding. Note the new HMO programme requires all licence holders to implement the low cost measures outlined in the Energy Performance Certificate for that home. There are also proposals in the Energy Bill requiring Landlords to improve the energy efficiency of their properties | To help to create sustainable homes and reduce carbon emissions from the domestic sector |
| Area based Grants | CESP Grants a new grant for all private residents in the only Community Energy Savings Programme (CESP) eligible area in the city. | To maximise the external funding available to enable the council commitment to reducing carbon emissions | To help to create sustainable homes and reduce carbon emissions from the domestic sector |
| 5) Help for empty home owners | | | |
| Empty property Grant | Empty homes loans Option A and B | To continue to maximise the existing stock and provide affordable homes. To maximise the funding available by recycling money | Maximise use of the existing housing stock and to increase the supply of decent affordable homes |

Consultation

- This report was written in consultation with staff. Consultation will take place with the members of the private sector steering group and other stakeholders during this year to help develop a revised policy for 2012 onwards.

Options

9. There are 2 options which the Cabinet Member is being asked to consider:
- **Option 1** to approve the revised private sector assistance policy
 - **Option 2** to extend the current private sector assistance policy for the current policy

Analysis

10. Option 1 - The revised policy recognises that with reduced resources that we will only be able to offer limited support and that we will need to be innovative in finding ways of helping York residents, 84 % of whom live in the private sector.
11. Option 2 - The existing policy doesn't reflect:
- a) The changes to the funding regimes following the comprehensive review and the opportunities of the CESP Funding and New Homes Bonus
 - b) The new local priorities in particular the new Climate Change Framework, the refreshed York Housing and North Yorkshire Housing strategies and the new Older Person strategy.
 - c) The new strategic partners and in particular the work being carried out by the new Leeds City Region Local Enterprise Partnership.

Corporate Priorities

12. Delivery of Private Sector Assistance Policy contributes to the following priorities:
- Improve the actual and perceived condition and appearance of the city's streets, housing estates and publicly accessible spaces
 - Improve the health and lifestyles of the people who live in York, in particular among groups whose levels of health are the poorest
 - Improve the life chances of the most disadvantaged and disaffected children, young people and families in the city
 - Improve the quality and availability of decent affordable homes in the city

Implications

13. There implications arising directly from this report are:

Financial

| Funding Stream 2011/12 | Amount | Source |
|-------------------------------|---------------|---|
| Adaptations Programme | | |
| Disabled Facilities Grant | £917K | Capital Programme (Central Govt and CYC allocation) |
| Disability Support Budget | £130K | CYC Capital Programme |
| Minor Adaptation | £97k | CYC Revenue Programme |
| Private Sector Funding | | |
| Repayment of Loans and Grants | £25K | Capital Receipts |
| CERT | £85K | External |

| | | |
|-------------------|-------|----------|
| CESP ⁵ | £186k | External |
|-------------------|-------|----------|

14. In addition to the funded set out above, the council is in receipt of New Homes Bonus, an element of which relates to bringing empty homes back into use. The decision as to how this funding is allocated has yet to be taken and will be considered by Cabinet in the coming months.

Human Resources (HR)

15. There are no HR implications arising from this report.

Equalities

16. The reduction in private sector funding will have an impact on vulnerable private sector householders as we will not be able to offer the same direct help through loans for repair and maintenance or grants for energy efficiency.

Legal

17. Without an approved private sector assistance policy the council is unable to offer financial assistance as prescribed in the Regulatory Reform Order 2002

Crime and Disorder

18. There are no Crime & Disorder implications arising from this report.

Information Technology (IT)

19. There are no IT implications arising from this report.

Property

20. There are no Property implications arising from this report.

Risk Management

21. Regular monitoring and reporting of progress should ensure early intervention to minimise non-delivery. As such the risks arising from this report are below 16.

⁵ We calculate that we should be able to draw down 68% of the funding through CESP (£186,800) leaving £86,717 to be funded from CYC to enable a range of "whole house" measures to be installed in this area. This funding is also dependant on the proposed PV scheme going ahead

Recommendations

22. That the Cabinet Member:

- Notes the proposed changes to the policy and approves option 1 as outlined in Para 9 to approve the revised assistance policy for the year financial year 2011/12.

Reason: So that the council can improve the health and safety of residents who want to remain independent in their own home. To encourage the private sector housing stock to be maintained, reducing the carbon emissions and maximising existing housing stock

Contact Details

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Steve Waddington
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Report Approved Date 11th May 2011

Wards Affected:

All

For further information please contact the author of the report

Specialist Implications Officers:

Financial:
Jayne Close, Accountant
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Communities and Neighbourhoods

Background Papers:

Appendix A

Private Sector Housing Strategy 2008-2013

PROPOSED

**City of York Council Assistance Policy
For the Private Housing Sector**



Housing Grants, Construction & Regeneration Act 1996
The Regulatory Reform (Housing Assistance)
(England & Wales) Order 2002

| | |
|--|-----------------------------------|
| Effective from | 1st July 2011 |
| To be reviewed at the latest by | 31st March 2012 |

Introduction

The Government's view is that it is primarily the responsibility of homeowners to maintain their own property but accepts some homeowners, particularly the elderly and most vulnerable, do not have the necessary resources to keep their homes in safe and good repair. This policy reflects this safety net approach and will develop future policies to provide advice and information to help homeowners arrange their own financial packages to maintain their homes.

In particular it focuses on:

- Providing a range of adaptations to meet individual residents needs to enable them to live safely and independently at home
- Maximising the housing stock to enable long term empty homes is brought back in to use
- Improving the energy efficiency of properties and ensuring the maximum use of the private sector housing stock.

The following types of grants, loans & assistance are available subject to the eligibility criteria and conditions. The Housing Standards and Adaptations Manager will consider exceptional circumstances outside the scope of the policy.

Help for residents requiring adaptations

There are four types of assistance which the council can offer:

- 1) The Disabled Facilities Grant – a mandatory grant to help residents live safely and independently.
- 2) The Discretionary Adaptation Loan to help with the cost of work when it exceeds the maximum disabled facilities grant.
- 3) The Discretionary Adaptations Grant to enable relocation when it is more cost effective.
- 4) Minor adaptations – to enable the installation of simple adaptations which cost less than £1000.00.

Disabled Facilities Grant

Purpose of the grant

The grant is to help people who have a disability adapt their home to make it easier for them to continue to live there or maintain their independence. The government sets out what the grant can be used for and a maximum amount that can be paid – this is called the mandatory grant. City of York council will in addition pay a discretionary amount for the reasons set out below.

Who is eligible for a grant?

The disabled person must be registered as disabled with the Council or meet the criteria for registration if they applied.

The applicant must be either an owner or private tenant. Owners or tenants of houseboats & park homes are included.

What work will the grant cover?

A recommendation is required from an occupational therapist employed by the Council that the work is necessary & appropriate. The work needs to meet one or more of the following mandatory purposes. :-

- Facilitating access to and from the dwelling or building by the disabled occupant
- Making the dwelling or building safe for the disabled occupant
- Access to the principal family room by the disabled occupant
- Access to or providing a bedroom for the disabled occupant
- Access to or providing a room containing a bath or shower for the disabled occupant or facilitating the use by the occupant of such a facility
- Access to or providing a room containing a WC for the disabled occupant or facilitating the use by the occupant of such a facility
- Access to or providing a room containing a wash hand basin for the disabled occupant or facilitating the use by the occupant of such a facility
- Facilitating the preparation and cooking of food by the disabled person
- Improving or providing a heating system for the disabled person
- Facilitating the use of power, light or heat by the disabled person by altering same or providing additional means of control
- Facilitating access & movement around the dwelling to enable the disabled person to provide care for someone.
- Access to gardens – see annex 1

An application is normally approved if it is considered reasonable & practicable to carry out the relevant works having regard to the age & condition of the dwelling, building, houseboat or park home.

How much grant will be given?

Normally the disabled person and any partner are means tested to determine the amount of their contribution towards the cost of the work.

Where the grant is for eligible work for a disabled or the disabled person is on one of the qualifying benefits then the applicant will be pass ported through the means testing

The maximum mandatory grant is £30000

Other Conditions

Repayment of grant:

Property Charges will apply to all grant works that exceed £5000 (excluding any agency or professional fees)

The following exceptions will apply:

- External and internal lifts and through floor lifts.
- Permanent ramps within the existing footprint of the property
- Where a low level wheelchair accessible kitchen has been installed.
- Where adapted bathing or toileting facilities have been provided within the existing footprint of the property.

Where multiple works have been carried out on one application and the works exceed £5,000 excluding any of the above named items then a charge shall be made.

The charges will last for **ten years** from the certified date of the grant.

Multi application for DFGs

Where a client has several Disabled Facilities Grants successively, each, if over £5000, will have its own land charge applied to it.

It is a condition of grant that if an owner (also being the recipient of the grant) to which the application relates, disposes of the property (whether by sale, assignment, transfer or otherwise) then they shall repay to the Council on demand the amount of grant, over and above £5,000, that has been paid, subject to a maximum repayment of £10,000.

In addition, the normal conditions prescribed under the Housing Grants, Construction & Regeneration Act 1996 that relate to Disabled Facilities Grants will remain.

In the event of a breach of a condition, the owner for the time being of the dwelling shall on demand repay to the Council the amount of the grant.

Discretionary Adaptation Loan

Who is eligible for a loan?

A disabled person who is has been awarded a mandatory Disabled Facility Grant but there is shortfall between the cost of the eligible work and the mandatory maximum grant of £30,000.00

How much loan will be given?

Normally the maximum amount of loan is £10,000.00. Unless the applicant is able to demonstrate that they can not access a commercial loan or a Home Appreciation Loan.

Other Conditions

Repayment of loan-It is a condition of loan that if an owner (also being the recipient of the grant) to which the application relates, disposes of the property (whether by sale, assignment, transfer or otherwise) then they shall repay to the Council on demand the amount of loan that has been paid. In exceptional circumstances where the client has successive loans each, will have its own land charge applied to it.

Discretionary Adaptations Grant

Discretionary help may also be available for the following purposes: -

- For assisted purchase of a more appropriate property subject to the cost effectiveness of the scheme and means test of the applicant.
- For relocation expenses up to maximum of £5,000 if a more suitable property is available.

There is a limited budget each year for this assistance and each case will be considered on an individual basis.

Minor Adaptations

Who is eligible for help?

The disabled person must be registered as disabled with Council or meet the criteria for registration if they applied.

The applicant must be either an owner or private tenant.

What work is covered?

Minor adaptations are simple adaptations that cost less than £1000.00 and the council arranges for their installation following an assessment and recommendation that it meets the disabled persons needs by an Occupational Therapist employed by the Council or the or the Acute Trusts.

Types of work typically fitted include:

- Grab rails
- Hand rails
- Bannister rails
- Door entry systems
- Alterations to steps
- Widening of a door or path

Where there are multiple adaptations which exceed the £1000.00 these items will be considered as part of Disabled Facilities Grant not individually.

Other Conditions

The residents will be advised that following the installation of the adaptation that they will be responsible for the maintenance and repair of any minor adaptation.

Help for homeowners to maintain their homes

There are two types of assistance which the council can offer :

- The Home Safety Loan
- The Home Appreciation Loan

Home Safety Loan

Purpose of the loan

The Home Safety loan is paid for items of disrepair and urgent works affecting the occupants' health or safety.

Who is eligible for a loan?

To qualify for assistance an applicant must normally: -

- a) Be aged 18 or over
- b) Be an owner of the home
- c) Have a power or duty to carry out the works
- d) Be either 70 or over, disabled, or have a child under 5 (disabled child 16 or under) living with them **and** be in receipt of one of the qualifying benefits:

- Income Support
- Guaranteed Pension Credit
- Income Based Job Seekers Allowance
- Council Tax Benefit – not single person discount
- Working Tax Credit
- Child Tax Credit (if your household income is less than £15,460 per yr)*

* Or where the applicant earns more than the £15460 but less than 20K and is able to demonstrate that they can not access a commercial loan.

- e) Have lived in the property for 12 months prior to making the application.

What work will the loan cover?

The purpose for which a Home Safety Loan may be approved is to help the applicant to remove a Category 1 hazard, arising from defects in the dwelling.

The Council may only approve a Home Safety Loan where it is satisfied that no other more specific or appropriate assistance is reasonably available. The types of work which normally can be loan aided include:

- Roof repairs
- Repair/replacement of doors & windows
- Defective electrical wiring
- Defective plumbing including lead pipe work
- Repair/replacement of gutters, down pipes etc
- Defective stairs/floors
- Remedying dampness

- Repairs to drains
- Repairs to dangerous boundary walls
- Structural faults (if not covered through insurance)
- Preliminary fees essential to arranging a loan to carry out repairs or fees charged by a Regional loans Service
- Security measures – where the work is recommended by the Safer York Partnership

The Council will provide a schedule of work which will be eligible for the loan

Where the Council is considering an application for a Home Safety Loan and has identified a Category 1 Hazard and is satisfied that the most satisfactory course of action is to undertake works, these works will need to be carried out before any other works to remove a Category 2 Hazard or to meet the decent homes standard.

How much loan will be given?

The maximum interest free loan will normally be £2000.00 and is restricted to one application within ten years. Any grant or loans paid under previous policies from the 1st April 2003 will be taken into account when determining eligibility to reapply.

Where the work exceeds more than £2000.00 then the applicant will be offered the Home appreciation loan.

There is a limited budget each year for this assistance and enquiries will be dealt with in date order in a waiting list system.

Other Conditions

Repayment of loan-It is a condition of loan that if an owner (also being the recipient of the grant) to which the application relates, disposes of the property (whether by sale, assignment, transfer or otherwise) then they shall repay to the Council on demand the amount of loan that has been paid. In exceptional circumstances where the client has successive loans each, will have its own land charge applied to it.

Home Appreciation Loan

Purpose of the loan

A Home Appreciation Loan (HAL) is an equity release loan to assist vulnerable homeowners in bringing their homes up to health and safety standards and decency standards or to assist with adapting the property.

Who is eligible for a loan?

To qualify for assistance an applicant must normally:-

- a) Be aged 18 or over
- b) Be a home owner **and**
- c) be either 60 or over, disabled, or have a child under 16 living with them or 26 weeks pregnant and be on one of the following qualifying benefit

| THIS IS A LIST OF QUALIFYING BENEFITS | |
|--|--|
| For people over 60, or at least 26 weeks pregnant, or with children under 16:- and at least one of the following: - | For anybody else |
| <ul style="list-style-type: none"> • Auto qualify - Income Support • Auto qualify - Guaranteed Pension Credit • Auto qualify - Income Based Job Seekers Allowance (over 60s only) • Council Tax Benefit – not single person discount • Attendance Allowance • Disability Living Allowance • Working Tax Credit (if including a disability element and household income is less than £15,460 per year) • Child Tax Credit (if your household income is less than £15,460 per yr) • Industrial Injuries Disablement Benefit (including Constant Attendance Allowance) • War Disability Pension (including Mobility Support) | <ul style="list-style-type: none"> • Auto qualify - Income Support • Council Tax Benefit (including disability element) • Housing Benefit (including disability element) • Attendance Allowance • Disability Living Allowance • Working Tax Credit (if including a disability element and household income is less than £15,050 per year) • Child Tax Credit (if your household income is less than £15,050 per yr) • Industrial Injuries Disablement Benefit (including Constant Attendance Allowance) • War Disability Pension (including Mobility Support) |

And unable to access commercial loans

What work will the loan cover?

- The HAL can only be used to cover works that have been specified and agreed on the schedule of works provided by the local authority. The types of which work which will be considered:
- To meet the health and safety and decency standards – examples are rewiring, roof repairs and window replacements
- Energy efficiency works such as central heating boilers, replacement radiators
- Works to meet the decency standards such as replacing the kitchen or bathroom including tiling to these rooms if required. The amount will not normally restrict for kitchen bathroom however only reasonable costs of these items will be considered to include a reasonable quality of fixture and fittings, the local authority to determine the reasonable amount. Kitchen appliances such as cookers, washers fridge freezers etc are not covered by the loan scheme.
- To cover the costs of any shortfall on mandatory disabled facilities grants that have been agreed by local authorities including any client's contribution which is more than £2000.00 pounds.
- Any disabled adaptations that a client may have to pay for themselves.

- Consideration will also be given to home owners that wish to use the HAL for overcrowding purposes e.g. loft conversions if it will be provide necessary space for a family. There is a limit to the amount of HAL which will be considered for this purpose and it must be agreed buy the Local authority and the Yorkshire Region equity release and loan officers

How much of a loan will be given?

The minimum loan that will be available is £2000 and the maximum loan is normally £30,000.

The loan must not normally exceed 50% of the unimproved value of the property and

The total borrowing (including any out standing mortgages or secured loan) must not exceed 70% of the unimproved value of the property.

Loan referral outside of these limits maybe considered in exceptional circumstances

There will be limited budget each year for this assistance and enquires will be dealt with in date order in a waiting list system.

Other Conditions

The loan would be provided by Sheffield City Council on behalf of York City Council via the Homes and Loans Service. The loan will be subject to the conditions and operating practices and policies of Homes and Loans Service.

Help for residents to improve the energy efficiency of their home

There are two types of assistance which the council can offer:

- 1) Energy Efficiency Grant - Help to home owners who are over 60
- 2) CESP Grant -Help to private residents who live in the area which is eligible for Community Energy Saving Programme funding.

Energy Efficiency Grant

Purpose of Grant

To install loft and wall insulation, and upgrade heating to meet the decent homes standard

Who is eligible for the grant?

To qualify for the grant there must be at least one permanent resident in the household:

a) Over the age of 60 to be eligible for a cavity wall and loft insulation grant and
Where the applicant is

b) Over 70 to be eligible for heating measures to meet decent home standards

The household must occupy a dwelling which is banded A, B or C Council tax purposes. It cannot be an unregistered annex or “granny flat”

The eligible occupant must own, or part own or be married to or partner the owner of the property

What the grant will be for

The type of work which normally can be grant aided include:

- Wall insulation where the construction of the building allows the external walls of the dwelling to receive cavity wall insulation. Walls of adjoining dwellings within the same building will not be insulated under the grant,
- Loft insulation where dwellings lie directly below an accessible loft space, the loft space above the dwelling will receive mineral wool insulation where it is practical and possible to install. Existing insulation will be increased to a depth at least 250mm from any thickness below 75mm.
- Heating will be upgraded to meet the decent home standard.

There will be limited budget each year for this assistance and enquires will be dealt with in date order in a waiting list system.

To ensure a simple and streamlined administrative system the council will uses its partner the energy partnership thorough a service level agreement to administer the grant scheme.

CESP Grants

Purpose of Grant

To enable a range of measures which attract CESP funding and improve the energy efficiency of the home.

Who is eligible for the grant?

All private residents in the CESP funded eligible area

What the grant will be for

The type of work which normally can be grant aided include:

- Cavity Wall insulation where the construction of the building allows the external walls of the dwelling to receive cavity wall insulation.
- External Solid wall insulation
- Loft insulation where dwellings lie directly below an accessible loft space, the loft space above the dwelling will receive mineral wool insulation where it is practical and possible to install. Existing insulation will be increased to a depth at least 250mm from any thickness below 75mm.
- Replacing of old boilers (G rated)
- Draught proofing

To ensure a simple and streamlined administrative system the council will uses its partner the Energy Partnership thorough a service level agreement to administer the grant scheme.

Help for empty property owners

Help for owners of empty properties to carry out work to maximise the use of the existing stock by ensure that there are no health and safety hazards and that their home meets the decent homes standard.

There are two forms of help available to the owners:

- an empty properties loans (option A) and
- an empty properties loans (option B)

Empty Properties Loan

Purpose of Loans

Two discretionary Empty Property Loans are being developed by the City of York Council in partnership with the Homes and Loans Service to enable long term empty property owners to obtain loan funding to repair / improve their properties, with the aim of bringing them back into occupation *through sale* or tenancy.

The loans will be equity release type loans based on the principles of the existing Home Appreciation Loan. There are no monthly repayments to make and the loan amount is calculated as a percentage of the anticipated value of the property at the time the loan is taken out. This percentage will be applied to the value/ sale price when the loan becomes repayable in order to calculate the amount required to repay the loan.

Who would be eligible for a loan?

To qualify for assistance the owner must be the freeholder of the property. The owner must either:

- Enter in to a written formal agreement for a minimum of five years with the Homeless Prevention Service through the established socially responsible letting agents YorHome.
- or sell the property within 12 months of completing the works

What the Loan will be for

The loan is for the work that will make the empty dwelling meet the decency standard as determined by the Council.

The main features of the proposed loans

| Loan feature/lending criteria | York YorHome | York Sell |
|---|--|--|
| Min and maximum Loan | £2k - £30k | £2k- £10k |
| Maximum Loan to value of EPL | 50% | 50% |
| Maximum total secured borrowing Loan to value | 70% | 70% |
| Loan set up fees | York pay initial valuation fee, rest of fees payable by the client. Fees can be paid upfront or added to the loan. | York pay initial valuation fee, rest of fees payable by the client. Fees can be paid upfront or added to the loan. |
| Part redemptions allowed? | No | No |
| Maximum term of the Loan. | No maximum term, repayable on | No maximum term, |

| | | |
|---|---|---|
| | transfer of ownership. | repayable on transfer of ownership. |
| Amount of Loan repayable if the property has fallen in value on redemption. | The client would be asked to repay the original amount borrowed. | The client would be asked to repay the original amount borrowed. |
| The No-Negative Equity Guarantee | The No- Negative Equity guaranteed applies which means that on redemption clients are not asked to repay more on the loan than is available in the property. | The No- Negative Equity guaranteed applies which means that on redemption clients are not asked to repay more on the loan than is available in the property. |
| When is loan repayable? | <p>The loan becomes repayable if:-</p> <ul style="list-style-type: none"> ○ On transfer of ownership or death of the last surviving applicant; ○ The property is not sold or occupied within 12 months from the start date of the Loan. ○ Once occupied, it subsequently becomes unoccupied for more than 3 consecutive months; ○ Transfer of ownership occurs within the 5 year term or the last surviving applicant dies. | <ul style="list-style-type: none"> ○ The property is not sold or occupied within 12 months from the start date of the Loan. |
| Other terms & conditions of the loan | <ul style="list-style-type: none"> ○ Building insurance must be in place for the duration of the loan. ○ The client must sign up to a Formal agreement with the homeless prevention service for a minimum of five years who will let out the clients property for the duration of the loan. ○ Only one Loan approval per property will normally be available. | <ul style="list-style-type: none"> ○ Building insurance must be in place for the duration of the loan. ○ Only one Loan approval per property will normally be available |

General conditions applicable to all grant/loans applications

- The following general conditions will normally apply to grant/loans applications:
- Properties eligible for grant/loans assistance (excluding Disabled Facilities grants) must be more than ten years old.
- Two competitive estimates are required for all eligible works.
- Applicants or members of their families who wish to carry out grant/loan-aided works themselves will be eligible only for the cost of materials. Satisfactory invoices or receipts will be required before payment is made.
- Grant/loan approvals will be valid for 12 months from the date of approval.
- Work must not be started before written grant/loan approval is received, as grant/loan aid is not available retrospectively.
- Additional or unforeseen works identified during works in progress will only attract grant/loan assistance if the works are approved by the Council following a written estimate from the contractor.
- Payment of grant/loan monies will be made direct to the contractors or supervising agent on completion of the specified works, receipt of a satisfactory invoice and a satisfactory final inspection. Any works that may be covered by an insurance policy will need to be pursued through the customer's insurance company and the outcome confirmed in writing before works commence.

Fees for Preliminary and Ancillary Service Charges

In the provision of any form of help involving the carrying out of building works, the Council will make a service charge for the following types of service:-

- Preparation of schedules of works
- Assistance in the completion of forms and the application process
- Assistance in the appointment of a builder
- Regular contact with the applicant during work in progress. The amount charged will be set out prior to the charge being incurred and the level will depend on the level of service being provided. The level of charges will be reviewed periodically.

Where the charges are incurred in conjunction with the provision of any form of grant/loan assistance, the charges will form part of the financial assistance being provided

Where the cost of the works exceeds the maximum level of grant/loan assistance, financial assistance to cover the cost of the charges will be paid in addition.

- For the Disabled Facilities Grant local authority administrative fees of 15% will be included in the grant approval (excluding grants for empty properties) in accordance with section 169 of the Local Government & Housing Act 1989.
- For the Home Safety loan local authority administrative fee of £200.00 will be included in all loans applications.
- For the Home Appreciation Loan local authority administrative fee of 12% will be included in all loans applications.
- For Empty Property Loans local authority administrative fee of 12% will be included in all loans applications.

- For CESP based grants local authority administrative fee of 12% will be included in all grant applications.

These fees are not payable by the applicant and will be paid via an internal recharge by the Council on completion.

Repayment conditions

| Type of grant/loan | Period within which grant/loan would be required to be repaid if property sold |
|---|--|
| The Disabled Facilities Grant | 10 years |
| The Discretionary Adaptations Loan to help “Disabled Facilities Grant “applicants | On disposal of the property (whether by sale, assignment, transfer or otherwise) |
| Home Safety Loan | On disposal of the property (whether by sale, assignment, transfer or otherwise) |

A local land charge will be registered following final payment of these grants/loans

Exceptional Circumstances

The Housing Standard and Adaptations Manager will consider, in exceptional circumstances, applications not covered by the policy, where there are health or safety risks or other relevant circumstances.

Appeals and Complaints

If an applicant is not satisfied with the outcome of an application then it will be dealt with through the council’s complaints procedure. The applicant should contact the council’s complaints manager on York 551550

Transitional Arrangements

This policy has effect from 30th June 2011 and replaces the previous grants and assistance policy last amended 17th March 2009 which ceases to have effect on the same date subject to the transitional arrangements detailed in paragraph below:

The grants and assistance policy continues to have effect in the following circumstances.

- The application for a grant/loan assistance was approved on or before **30th June 2011**
- The Council’s Housing Standards and Adaptation Service received the enquiry for Home Appreciation Loan assistance before the **30th June and submitted to the Homes and Loans service** but a decision whether loan assistance will be provided has not yet been made. All other enquiries received for grant/loans assistance by the Council’s Housing Standards and Adaptations Service will be dealt with under the provisions of the new Policy.

Enquiries: All enquiries regarding this policy should be made to:

Housing Standards & Adaptations Service, Communities and Neighbourhoods Directorate
 PO Box 402, 10 George Hudson Street, York, YO1 6ZE.
 Telephone 01904 551550 extension 4092 or 4023

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**Decision Session: Cabinet Member for
Health, Housing and Adult Social Services**

28 June 2011

Report of the Assistant Director – Housing and Public Protection

Approval of the change to the CYC Tenancy Agreement

Summary

1. Minors are prohibited from holding legal estate under section 1 (6) Law of Property Act 1925. Recent case *Alexander-David v LB Hammersmith and Fulham (2009)* has clarified that all young people aged under 18 require an independent Trustee to hold the legal estate relating to a tenancy.
2. The Cabinet Member will be asked to agree the proposed amendment to the CYC tenancy agreements (introductory tenancy and secure tenancy)

Background

3. There is a requirement to have a 'fit for purpose' tenancy agreement which on occasions needs amending to take account of recent changes in good practice or legislation.

Under s1(6) of the Law of Property Act 1925 minors – including 16 and 17-year-olds - cannot hold a legal estate in land (a legal tenancy).

4. If a minor is provided with accommodation which – if they were over 18 – would be provided under a secure or introductory tenancy then it cannot be called anything other than a tenancy. For instance, it cannot be called a "licence". In providing the accommodation to a minor and accepting rent, the Local Authority will have granted a tenancy but (under the Trustees of Land and Appointment of Trustees Act) they will automatically be deemed to hold the tenancy on trust for the minor until they turn 18, if no other trustee is appointed. The problem which then arises and which was highlighted in *Alexander David* is that, if the landlord wishes to take any remedial action against the tenant – eg. giving notice of possession proceedings – it will be deemed to be in breach of trust. The local authority must still be able to carry out its management functions without creating an unlawful situation whereby this breach of trust arises.
5. The result of *Alexander David* is that it has been established that an independent trustee should be formally appointed to hold the legal estate (the tenancy) until the tenant reaches 18. The minor, meanwhile, would hold an

equitable tenancy – which is not a legal estate in land. This is the tenancy they will hold until they turn 18 at which time the legal tenancy will vest in them and the role of trustee will no longer be required.

6. All housing providers must now abide by this and a trustee who is independent of the landlord must be appointed where there is an Under 18s tenancy. The tenancy created will be the same as it would be if the tenant were over 18. For instance an introductory tenancy will remain an introductory tenancy; a secure tenancy will remain a secure tenancy. Similarly, a tenancy, once created, may be demoted. The difference is that whatever tenancy is granted would be held on trust.
7. A further issue which has arisen out of *Alexander-David* is that where the landlord in question is a Unitary Authority (as is CYC), no council employee – eg. a support worker – can be appointed as Trustee since they are not independent.

Trustees' Obligations

8. The tenancy agreement must clearly show that there is a trust in operation and that the purpose of the trust is the residence of the minor. The minor must agree in writing to abide by the terms of the tenancy agreement (by signing the tenancy agreement) and the trustee must be aware of this agreement and should be served with all notices in respect of the tenancy alongside the minor. The trustee must also sign that part of the tenancy agreement relating to the trust.
9. The trustee will **not** be liable for rent – the minor will. Although a minor generally cannot hold a legal contract, he/she **can** be held contractually liable in law for “necessaries”, which include shelter (as well as food and clothing). The minor will therefore be liable for the rent because it relates to provision of shelter (the property).

A multi-agency procedure has been developed to address this issue

10. The North Yorkshire Home Choice (CBL) requires all under 18's to have a trustee before any tenancy can be offered to them. The proposed go live date for CBL is June 2011. CYC permanent accommodation is granted as either an introductory tenancy for initial 12 months or a secure tenancy and following this case law. The proposed changes to the tenancy agreement are:
 - a. A provision within the tenancy agreement that, where the tenant is a minor, he/she cannot and will not hold the legal estate and will be a beneficiary only of the estate until such time as he/she reaches 18 and the trust lapses.
 - b. A provision stating that the Trustee is aware of the minor's agreement to abide by the terms of the tenancy agreement.
 - c. A provision stating that Notices must be served on both the trustee and the beneficiary (the tenant).

- d. A provision that states that full legal rights to the estate will vest in the minor upon attaining the age of 18.
- e. A signature block for the Trustee, whereby the name and address of the Trustee is stated.

Consultation

- 11. Relevant discussion have taken place between CYC Housing Department and with CYC Legal Department to draw up the agreed changes.

Options

Option one

- 12. To agree the proposed changes to ensure that the tenancy agreements are legally binding

Option two

- 13. To reject / amend the proposed tenancy agreements

Analysis

- 14. The existing tenancy agreement needs to be amended to take account of this recent case law.
- 15. The new tenancy agreements need to be operational to coincide with North Yorkshire Home Choice (CBL) go live date

Corporate Priorities

- 16. The changes to CYC tenancy agreements supports corporate priorities relating to a healthy city, and inclusive city and a safer city in ensuring we provide stable accommodation for vulnerable young people

Financial Implications

- 17. There are no specific financial requests as a result of this proposed amendment to the tenancy agreements.

Equalities Implications

- 18. This proposal will ensure that minors can be offered tenancies of self-contained properties – eg. properties that do not have shared facilities with others and are therefore classed as licences, to ensure they are given the same opportunities as adults. The council will undertake an Equalities Impact Assessment in the next four weeks to ensure that there is no discrimination.

Legal Implications

- 19. Legal have been fully consulted and agree that by ensuring that an independent trustee is appointed to hold the legal estate on the tenant's

behalf no unlawful situation would arise whereby the council's management obligations gave rise to a breach of trust.

Risk Management

20. That CYC will be challenged by customers on the Housing Needs register if they cannot access social housing because CYC are unable to grant an equitable tenancy to a young person aged 16 or 17 following the introduction of North Yorkshire Home Choice (sub regional CBL scheme)

Recommendation

21. The Cabinet member is asked to agree the changes to the tenancy agreement

22. Reason : It is a legal requirement that tenancies granted to minors are held on trust by an independent Trustee until the minor reaches the age of 18.

Contact Details

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Dept Name CAN
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Chief Officer Responsible for the report:

Chief Officer's name
Title

Report Approved **Date** *Insert Date*

Co-Author's Name Becky Ward
Title Service Manager,
 Homelessness and Paul
 Morrison Tenancy Manager.
Dept Name CaN
 Tel No. 01904 554040 or 01904
 553700

Chief Officer's name
Title

Report Approved **Date** *Insert Date*

Specialist Implications Officer(s)

Financial:
 Alison Hale
 Senior Legal Assistant
 Tel No. 01904 551096

Wards Affected: *List wards or tick box to indicate all*

All

For further information please contact the author of the report

Background Papers:

Annexes

Appendix 1 – Proposed Introductory Tenancy Agreement
 Appendix 2 – Proposed Secure Tenancy Agreement



***Introductory Tenancy Agreement –
where tenant, or one or more joint tenants, is under 18***

All trustees of any tenants who are under the age of 18 (“minor tenants”) should sign below after reading this Agreement

Minor tenant(s) are excluded under s1(6) Law of Property Act 1925 from holding a legal estate in land. The legal tenancy will therefore be held on trust by the trustee until the minor tenant(s) reaches the age of 18, when the minor tenant(s) will automatically acquire full legal rights to the tenancy.

Minor tenant(s) named on this Agreement:

| | |
|--------|--|
| Name 1 | |
| Name 2 | |

Signed on behalf of the minor tenant(s) by
 (insert name) of (address)
 as trustee being a responsible person over the age of 18

Dated

This document is a tenancy agreement between:

Names of Tenant(s) (including any minor tenant(s) named above):

(“The tenant”) and City of York Council (“The Council”). You are an “Introductory tenant” and the Council is your landlord and each has certain rights and responsibilities which must be observed. These are explained in this tenancy agreement. By signing this agreement you are agreeing to become our Introductory tenant. You are entering into a legal contract with us. Please read this agreement carefully before signing it, if there is anything you do not understand you should contact your Estate Manager, or seek independent advice from a Solicitor or the Citizens’ Advice Bureau.

Address

Beginning of tenancy (Date)

Gross weekly rent £

I confirm I have received a copy of the Introductory Tenancy Customer Information leaflet. I confirm I have received a copy of the Housing Information Handbook, referred to in this agreement, which gives additional information.

Signed----- Date-----

Signed----- Date-----

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement

Signed -----*On behalf of Housing Services*

PRINT NAME -----

***INTRODUCTION
to your tenancy agreement***

Welcome to your Introductory Tenancy with City of York Council.

Your tenancy agreement is a legal contract. Before you accept the agreement, it is important that you read and understand this tenancy agreement as it sets out the basic conditions of your Introductory tenancy, your rights and responsibilities, and our responsibilities to you.

Your Introductory Tenancy Customer Information leaflet contains detailed information about your legal rights and responsibilities

Your Housing Information Handbook contains more detailed information, about your rights and responsibilities and other useful information about your home.

This agreement gives you the right to live in the property; we will not interfere with this right except where the law allows us to.

Definitions

The words 'property', 'dwelling' and 'home' when used in this agreement refer to the property you live in, including any garden.

'You', refers to you, the Introductory tenant or joint tenants where applicable.

YOUR RIGHTS **as an Introductory tenant**

1. The Introductory tenancy gives you the following rights. These rights may be subject to conditions and are set out in more detail in the Introductory Tenancy Customer Information leaflet and the Housing Information Handbook:
 - a) **The Right to live in the property for the length of the tenancy without interference from the Council**
 - a. Except for the obligations in this tenancy agreement to give our employees, contractors or sub contractors access
 - b. Unless you break the terms of this tenancy agreement or in circumstances where the law allows the Council to apply to Court to end your tenancy.
 - b) **The Right to improve your home.** As an Introductory tenant, you do not have the right to make any improvements to your home.
 - c) **The Right to succession.** When you die, your tenancy will pass to your husband or wife, or to your partner (as long as you were living together as husband or wife – this includes couples of the same sex) if he or she lived in the property as their only or main home when you died. If you are not married and do not have a partner, your tenancy will pass to a qualifying relative but only if at the date of your death, they were living with you and had been living with you without a break for the previous 12 months. This is called '**succession**'. For more information about this, and qualifying relatives please refer to the Housing Information Handbook.
 - d) **The Right to buy.** As an Introductory tenant you do not have the right to buy your home. However if you go onto become a Secure tenant and do buy your home, the twelve months that you have spend as an Introductory tenant will count towards any discount that you may be entitled to.
 - e) **The Right to take in a lodger.** As an Introductory tenant you do not have the right to take in a lodger. If you break this rule the council could take action to end your Introductory tenancy.
 - f) **The Right to sub-let part of your home.** As an Introductory tenant you do not have the right to sublet any part of your home. If you break this rule the council could take action to end your Introductory tenancy.
 - g) **The Right to exchange homes.** As an Introductory tenant you do not have the right to exchange your home with any other tenant. If you break this rule the council could take action to end your Introductory tenancy.
 - h) **The Right to be consulted.** You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants.
 - i) **The Right to information** and access to your tenancy files.
 - j) **The Right to see our policies** on housing, re housing and exchanging properties.

- k) **The Right to repair.** Repairs are normally carried out by the Council, but in some circumstances you have the right to arrange your own repairs. Further details are set out in the Housing Information Handbook.
- l) **The Right to manage.** Tenants' organisations have the right to take over the management of their homes. This is called the Right to Manage. The right only applies to council tenants, including leaseholders. Further details are included in the Housing Information Handbook, Section 7.

OUR RESPONSIBILITIES

What City of York Council must do under the Introductory Tenancy Agreement

2. Repairs and Maintenance

The Council will be responsible for:

- a) Keeping the structure, exterior (and communal parts if there is shared access) of the building in good repair. This includes drains, gutters and external pipes.
- b) We will also make sure the installations for the supply of water, gas, electricity, sanitation and rubbish disposal are all in good repair and working order. This also applies to room heating, water heating, communal amenities - where they apply.
- c) Carrying out annual servicing to gas appliances.
- d) The painting of outside woodwork and metal work, and inside communal areas on a regular cycle.

These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property or communal parts.

The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. The completion of the work will be guided by the following timescales:

| | |
|-------------------|-------------------------------|
| Emergency: | Within 24 hours |
| Urgent | Within 3 working days |
| Other: | Within 25 working days |

3. Consultation

The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programme of maintenance or improvements.

4. Setting Rents and Charges

- a) The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- b) The council may alter other charges (e.g. service charges) without prior notice.

- c) We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing at least four weeks before we do this.

5. Your Introductory Tenancy

As a council tenant, you have an Introductory tenancy of your home.

Introductory tenants have less rights than secure tenants. During the first 12 months you will remain an introductory tenant, this is a 12 month trial period. If you break the terms of this tenancy agreement within the 12 month period you may be evicted. The procedure to obtain a court order is easier for the Council than for secure tenants. After the 12 month period has come to an end, providing the Council has not commenced legal proceedings to end the introductory tenancy your tenancy will automatically become a secure tenancy. Further details as set out in the Introductory Tenancy Customer Information Leaflet

The Council is committed to ensuring that the conditions of your Introductory tenancy Agreement are adhered to, to allow all tenants to enjoy their homes.

If you do not adhere to the conditions of your tenancy agreement the council will, if necessary, take appropriate legal action. This to ensure that tenancy conditions are enforced. We may only end an Introductory tenancy on the order of a county court by following the procedures set out in Section 124 of the Housing Act 1996. In this tenancy agreement we set out the tenancy conditions that if broken could form the grounds for the Council to apply for a court order for possession of your property.

a) The Council can only seek to repossess the property in the following circumstances:

- We built or adapted the property for a physically disabled person and you no longer need that type of home and we need the property for someone else with special needs. In this case we will provide you with suitable alternative accommodation
- We need to demolish, rebuild or carry out major repairs to your property, which we cannot be done unless you move out. In this case we will provide you with suitable alternative accommodation
- You break any of the conditions set out in this agreement. If you do we will take legal action to force you to meet the conditions, or we will ask the Court for permission to evict you
- You stop using the property as your only and principal home
- Any other reason under the Housing Act 1996 or any future law

6. Ensure all our customers are treated in a courteous and professional manner by housing staff

YOUR RESPONSIBILITIES
What City of York Council Tenants must do

You are responsible for anything that you do in relation to the property or the tenancy, and you are also responsible for anything your household, friends, relatives, including children, and any other person living in or visiting your home do in relation to the property or the tenancy.

7. Rent and other charges

Rent Payable

- a) Rent, including any service charges as shown in the rent card is due on Mondays and is payable fortnightly. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. There are four 'free' weeks each year when no rent is due (although people with rent arrears must continue to pay during these weeks). **If you are in receipt of housing benefit, it is still your responsibility to ensure that your rent is paid.**
- b) Your weekly rent is made up of one or more amounts:
- Basic rent**
 - Service charges**
 - Other charges**

Non Payment of Rent

- c) If you do not pay your rent or other charges shown on your rent card and any previous debts shown on page 14 of this agreement when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this you will have to pay legal costs on top of the rent that you owe.

Previous Tenancies

- d) If you owe money from a previous tenancy with City of York Council, you must sign the agreement on page 14 of this agreement. By signing this agreement, you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against you for possession of your home.

8. Ending Your Introductory Tenancy

Notice and return of Keys

- a) Your tenancy will run on a week-to-week basis. You can end it by giving at least 4 weeks notice, in writing, ending at 12 noon on Monday. You must leave the property and hand the keys in to your local housing office at or before that date and time. If you fail to return the keys you will be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.

Removal of belongings

- b) You must remove all your furniture, personal belongings and rubbish by that time, and you must leave the property in good condition. If you leave any belongings behind we will remove them. If you fail to leave the property in a clean and tidy

condition, or leave behind unwanted furniture you will be recharged for additional costs that the Council incur.

Vacant Possession

- c) You must make sure that no person remains in occupation at the property. If you fail to do so we will ask the court to make an order asking that person to leave the property and you will have to pay us our legal costs and any rent we have lost until the property is available to re let.

9. Repairs, Maintenance and Looking After Your Home

a) Reporting Repairs

You must report straightaway to your local office any disrepair or fault for which we are responsible – this includes

- Disrepair or fault in the structure or outside of the property (or if you live in a flat or maisonette the building of which the property forms part). This includes blocked drains, leaking pipes and other defects in fittings and structure
- Disrepair or fault in communal areas

b) Repairs which are your responsibility

- You are responsible for items listed in the Housing Information Handbook Section 3 Repairs and Maintenance, which include:
 - Bath and sink plugs and chains
 - Chimney Sweeping (if you have an open fire)
 - Cookers (unless you rent one from City of York Council)
 - Door Bells (except door entry systems)
 - Washing Machine Fittings (unless fitted by the council)
 - Decoration inside the home
 - Wooden Sheds (unless provided to house a wheelchair)
 - Door Name plate
 - Timber Garage
 - Smoke Alarms
 - Fluorescent light tubes
 - Security Light bulbs
 - Any items damaged by you
 - Any other items including (this list is not exhaustive)
 - Tiles
 - Showers
 - Heating systems
 - Locks
 - Kitchen Units
 - Floor coverings
 - Gates and Fencing

Allowing us access to carry out repairs or to inspect the property

- c) You must allow Council staff, contractors and other authorised people into your home at reasonable hours to inspect conditions and carry out necessary repairs.

We will give you 24 hours written notice (**or without notice in the case of emergency**), to inspect or carry out work in the property or an attached property. We will have given you proper notice under this condition if we leave it addressed to you at the property. In an emergency we may tell our employees, contractors or other authorised persons to enter the property straight away, in which case we will put right any damage we cause.

- d) If you do not let our staff, contractors or other authorised persons into your property to carry out gas servicing or repairs after we have given you 24 hours notice (or without notice in the case of an emergency) we may apply to the court for an order which may be either a possession order or an injunction order (and you may have to pay our costs of going to court).
- e) You will be charged if no one is at home when either you have requested an emergency call-out or where an appointment has been made.
- f) If we need to service any **gas appliance** in your home our contractor will give you written notice of the service, but if you do not allow access to your property in line with the written notice, we will regard the case as an **emergency**. If you do not let our staff or other authorised persons in to the property to service gas appliances we may apply to the court for an order, which may be either a possession order or an injunction order (and you may have to pay our costs of going to court). **The council is required by law to service gas appliances in council homes each year. You are putting your life at risk if you do not allow regular checks to be made to gas appliances in your home.**

Care of the Property

- g) You must take care of the property and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings clean, free from rubbish and personal belongings.
- h) You must pay us the cost of any repairs to the property that are needed as a result of wilful damage or negligence, or a failure to take care of the property, (whether the fault is yours or that of any member of your household, or any lodger, subtenant or visitor of yours).
- i) You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring onto the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The council will charge you for any repairs which are due to damage caused by these items.
- j) You must take reasonable precautions to prevent fire and frost damage to the property.
- k) You must ensure that any fixtures and fittings which you are responsible for under the terms of this agreement are maintained to a reasonable standard.
- l) You must arrange and pay for chimneys to be swept where solid fuels are used. This must take place once a year, so you will be responsible for this activity once during your Introductory tenancy period.

Decorating

- m) You are responsible for decorating the inside of the property, (which includes decorating as often as necessary to keep decorations to a reasonable standard).

Gardens, outbuildings and other external areas

- n) You must keep your garden neat and tidy this includes hedges, shrubs and trees.
o) You must keep any fences, sheds and outbuildings etc in good repair.
p) You cannot or arrange for anyone on your behalf, to cut down trees and hedges within the boundaries of your home without first getting written Council permission.
q) You must not park or drive a motor vehicle, caravan or boat within the boundaries of your home or on or over council owned grass verges without providing a hard standing and a car crossing. You must also not allow members of your household or visitors to your home to do this either.
r) As an Introductory tenant you must not construct any garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building.
s) As an Introductory tenant you are not entitled to affix a satellite dish, mast or aerial to your home.

Health and Safety

You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality. Examples would include: -

- The storage of dangerous and/or inflammable materials or fuels in the property, outbuildings, communal area or garden, including gas bottles
- The use of portable gas, oil or paraffin heaters in the property
- Interference with equipment for detecting or putting out fires
- Throwing things out of windows or balconies.

Temporary Accommodation during major repair work

- t) If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you may have to pay legal costs.

Disposal of Household Waste

- u) You or members of your household must dispose of your household waste properly and you must take reasonable care to make sure that it does not become scattered in communal areas or in the area near the property, or cause a nuisance or annoyance to any person. Information about disposal of bulky items is contained in the Housing Information Handbook.

Smoke Alarms

- v) You are responsible for all smoke alarms in your property, whether installed by you, the council or by any previous tenant. This includes testing and maintaining the alarm, and changing it's batteries. If the alarm is broken you must report it to us immediately, so that we can replace it.

10. Use of Premises

Occupying the property

- a) Once you have signed your tenancy agreement you must move into the property. You must live in this property as your sole or main home. If you expect to be away from your home for longer than one month, you should tell us. If you stop living in the property as your sole or main home, you will stop being an Introductory tenant and you will no longer have the legal protection of an Introductory tenancy. If we have reason to believe that you are not living in the property as your sole or main home, we may ask the court to end your tenancy. If the council suspects the tenant is not using the premises as their sole or main residence, we may gain access to seek to determine evidence of this.

Running a business from the property

- b) You must not operate a business from your home, garden or communal areas without written consent from the council.

Overcrowding

- c) You must not allow the property to become overcrowded. We may apply for a possession order if we find that the property is overcrowded.

Sub-letting

- d) You must live on the premises and must not sub-let or give up possession of all or part of your home. You must not give away or sign over your tenancy to anyone. If these rules are broken the council will take action to end your tenancy.

Nuisance

- e) You must use your home as a private dwelling and in a reasonable manner, not causing nuisance or anti-social behaviour at the premises, for more detail see section 11 Nuisance and Anti-Social Behaviour.

11. Nuisance and Anti-Social Behaviour

- a) We are firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property, from carrying out any nuisance, annoyance, harassment or anti-social behaviour as detailed in this section. This includes any nuisance, annoyance, offence or harm to any:
- Neighbour
 - Other tenant of City of York Council
 - Businesses or services operating in the locality
 - Other person living in or visiting the locality.

If they do you will be held responsible as if you had committed it yourself. You must ensure that no intentional damage is caused by you or anyone living in or visiting your home.

We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

- b) Using your home or any other council property for illegal or immoral purposes. In particular the Council will not tolerate the property being used in connection with the possession, use, supply of, or dealing in illegal drugs or substances. You must not use the property, or supply from or in the neighbourhood of the property, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or visitor does any such act. If they do, you will be responsible as if you had committed it yourself
- c) Keeping an illegal weapon on the property
- d) Threatening anyone at the property or in the locality with an offensive weapon
- e) Using the property (including gardens, garages and outbuildings) for criminal, immoral or illegal purpose, including storing, selling or handling stolen, illicit or offensive goods.
- f) Drawing graffiti on or otherwise damaging public property in the locality. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this agreement, or any other property in the locality.
- g) Creating or permitting any noise which, in the opinion of the Council, causes a serious nuisance.
- h) Damaging or allowing an animal you own or are responsible for to damage any property or belongings of: City of York Council, any neighbours, any other tenant of ours, any other person living in the area near the property. If any member of your household or visitor commits any such act, you will be held responsible.

Harassment

- i) You must not commit or allow member of or visitors to your household, to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.
- j) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

Racial Harassment

- k) The Council will not tolerate racial harassment. The tenant must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you are found guilty of it

Communal (shared) Areas

- l) You or anyone living in or visiting the property must not do anything in or to communal areas that may cause offence to other users of those areas or that will cause damage to the communal areas. For example: car breaking, car repairs, bonfires, games or parties. A communal area is a part of the building or estate which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Children

- m) You must exercise control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. Also you must not allow any of them to play ball games where this is prohibited, or leads to difficulties which the council is then asked to resolve.

Behaviour towards City of York Council Employees and Contractors

- n) You must not physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

Noise

- o) You must not operate any device or equipment, or do any activity, which creates so much noise that it causes nuisance or annoyance to your neighbours **or** creates unreasonable noise levels outside the property. This includes
- playing any television or radio, musical instrument, record, tape, CD or other recording.
 - excessive use of power tools,
 - activities such as parties which might cause justifiable complaint due to noise levels or timing

Domestic Violence

- p) You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household. Where a member of the household is caused to leave the home through domestic violence inflicted by another member of the household, we may seek possession of the property if firm evidence is obtained that the victim has left the property

Pets

- q) You must not allow any animals or pets you own, are responsible for or that are visiting your household to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.
 - r) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and should any pet you own or are responsible for foul the communal areas, you are responsible for cleaning up.
 - s) You must keep any pet you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property
 - t) You must also make sure that when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business that any animal kept at the premises is reasonably and suitably restrained.
 - u) We reserve the right to restrict the number of animals you may keep or to require you to remove them altogether.
- v) You must not keep any pets that may be a danger, or threat of danger to your neighbours and the public, or anyone living in the locality.**

12. False Information

You must give accurate information when applying for a tenancy. We will take steps to repossess the property if you (or another person on your behalf) gave false information to get the tenancy.

LEGAL INFORMATION**13. Changing tenancy terms**

Tenancy terms, or services provided under the tenancy, other than rent and charges, can be changed after consulting tenants and recognised tenants, community or residents' associations after giving 4 weeks written notice.

14. Notices

- a) **If you need to serve any legal documents** on the City of York Council Community Services they should be sent to or left at the following address:

**Community Services
(Housing) PO Box 407
2 St. Leonard's Place
York YO1 7YN**

- b) **Notices that need serving on you by** the Council may be served by giving them to you by hand or by leaving them at the premises to which they relate, or your last known address if you have moved. We will assume that you have received all letters and notices within 72 hours if we posted them or 24 hours if we delivered them by hand.
- c) If the council takes action to end your Introductory tenancy and serves a notice of possession proceedings, you are entitled to request a review of the action to end your tenancy. If you wish to request a review, this must be done **within 14 days of the notice being served**. Failure to request a review hearing within 14 days of the date the notice was served will result in the council continuing the action to end the Introductory tenancy without a review hearing.

CYC LANGUAGE PANEL to be inserted here – This agreement is also available on request in Braille, tape format or any of the following community languages. This tenancy agreement is also available in large print and Braille +language panel

This agreement was last revised in: June 2011

Please fill in this section if you are a previous tenant and owe us money.

I admit that

On (date)

I owe

City of York Council

£

for my previous tenancy at

Address

and court costs of

£

have been added

I owe a total of

£

I agree to pay

£

when I sign this agreement

and then

£

every week until the debt is cleared

Your signature

Date

Signature on behalf of City of York
Housing Services

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**Secure Tenancy Agreement –
where tenant, or one or more joint tenants, is under 18**

All trustees of any tenants who are under the age of 18 (“minor tenants”) should sign below after reading this Agreement

Minor tenant(s) are excluded under s1(6) Law of Property Act 1925 from holding a legal estate in land. The legal tenancy will therefore be held on trust by the trustee until the minor tenant(s) reaches the age of 18, when the minor tenant(s) will automatically acquire full legal rights to the tenancy.

Minor tenant(s) named on this Agreement:

| | |
|--------|--|
| Name 1 | |
| Name 2 | |

Signed on behalf of the minor tenant(s) by
(insert name) of (address)
as trustee being a responsible person over the age of 18

Dated

[Empty rectangular box]

This document is a tenancy agreement between:

Names of Tenant(s) (including any minor tenant(s) named above):

(“The tenant”) and City of York Council (“The Council”). You are a “secure tenant” and the Council is your landlord and each has certain rights and responsibilities which must be observed. These are explained in this tenancy agreement. By signing this agreement you are agreeing to become our tenant. You are entering into a legal contract with us. Please read this agreement carefully before signing it, if there is anything you do not understand you should contact your Estate Manager, or seek independent advice from a Solicitor or the Citizens’ Advice Bureau.

Address

Beginning of tenancy (Date)

Gross weekly rent £

DRAFT

I confirm I have received a copy of the tenancy agreement

I confirm I have received a copy of the Housing Information Handbook, referred to in this agreement, which gives additional information.

Signed----- Date-----

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement

Signed -----On behalf of Housing Services

PRINT NAME -----

**INTRODUCTION
to your tenancy agreement**

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Your tenancy agreement is a legal contract. Before you accept the agreement, it is important that you read and understand this tenancy agreement as it sets out the basic conditions of your tenancy, your rights and responsibilities, and our responsibilities to you.

Your Housing Information Handbook contains more detailed information, about your rights and responsibilities, and other useful information about your home.

This agreement gives you the right to live in the property; we will not interfere with this right except where the law allows us to.

Definitions

The words 'property', 'dwelling' and 'home' when used in this agreement refer to the property you live in, including any garden or communal areas.

'You', refers to you, the secure tenant or joint tenants where applicable.

YOUR RIGHTS as a tenant

1. The tenancy gives you the following rights. These rights may be subject to conditions and are set out in more detail in the Housing Information Handbook:
 - a) **The Right to live in the property for the length of the tenancy without interference from the Council**
 - a. Except for the obligation in this tenancy agreement to give our employees, contractors or subcontractors access to your home
 - b. Unless you break the terms of this tenancy agreement or in circumstances where the law allows the Council to apply to Court to end your tenancy.
 - b) **The Right to improve your home.** You should get written permission from Housing Services before commencing work. Planning permission and building regulation approval may also be needed and this should be obtained before any work is started.
 - c) **The Right to be paid for improvements at the end of your tenancy.** You may be eligible for compensation for certain authorised improvements when your tenancy ends. As outlined in the Housing Information Handbook.
 - d) **The Right to succession.** When you die, your tenancy will pass to your husband or wife, or to your partner as long as you were living together as husband or wife (this includes couples of the same sex) as long as he or she was living in the property as their only or main home when you died. If you are not married and do not have a partner, your tenancy will pass to a qualifying relative but only if at the date of your death, they were living with you and had been living with you without a break for the previous 12 months. This is called '**succession**'. For more information about this, and qualifying relatives please refer to the Housing Information Handbook.
 - e) **The Right to buy** your council home. In certain circumstances you have the right to buy your home. See the Housing Information Handbook for more information
 - f) **The Right to take in a lodger.** You have a right to take in a lodger as long as this does not make the property overcrowded.
 - g) **The Right to sub-let part of your home** – subject to obtaining written permission from the council first.
 - h) **The Right to exchange homes.** You have the right to exchange your home with another Council Tenant, a Housing Association tenant or a tenant of another Council. You must get our written permission first.
 - i) **The Right to be consulted.** You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants.
 - j) **The Right to information** and access to your tenancy files. See the Housing Information Handbook for more details.
 - k) **The Right to see our policies** on housing, rehousing and exchanging properties.

- l) **The Right to repair.** Repairs are normally carried out by the Council, but in some circumstances you have the right to arrange your own repairs. Further details are set out in the Housing Information Handbook .
- m) **The Right to manage.** Tenants' organisations have the right to take over the management of their homes. This is called the Right to Manage. The right only applies to council tenants, including leaseholders. Further details are included in the Housing Information Handbook.

OUR RESPONSIBILITIES

What City of York Council must do under the Secure Tenancy Agreement

2. Repairs and Maintenance

The Council will be responsible for:

- a) Keeping the structure, exterior (and communal parts if there is shared access) of the building in good repair. This includes drains, gutters and external pipes.
- b) Making sure the installations for the supply of water, gas, electricity, sanitation and rubbish disposal are all in good repair and working order. This also applies to room heating, water heating, and where there are communal amenities.
- c) Carrying out annual servicing to gas appliances.
- d) The painting of outside woodwork and metal work, and inside communal areas on a regular cycle.

Exclusions

These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property or communal parts.

The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. The completion of the work will be guided by the following timescales:

| | |
|-------------------|-------------------------------|
| Emergency: | Within 24 hours |
| Urgent | Within 3 working days |
| Other: | Within 25 working days |

When the Council receives notice from a tenant claiming the Right to Buy, it will only carry out repairs for which it has a statutory duty under Section 11 of the Landlord and Tenant Act 1985. For further advice about Right to Buy see the Housing Information Handbook.

3. Consultation

The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programme of maintenance or improvements.

4. Setting Rents and Charges

- a) The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- b) The council may alter other charges (e.g. service charges) without prior notice.
- c) We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing at least four weeks before we do this.

5. Your Secure Tenancy

As a council tenant, you have a Secure tenancy of your home. The Council is committed to ensuring that the conditions of your Secure Tenancy Agreement are adhered to allow all tenants to enjoy their homes.

- a) If you do not adhere to the conditions of your tenancy agreement the council will, if necessary, take appropriate legal action. This is to ensure that tenancy conditions are enforced. We may only end a secure tenancy on the order of a County court by following the procedures set out in Part 5 of the Housing Act 1985. In this tenancy agreement we have referred to some of the reasons (grounds) why we may apply for a court order for possession of your property but there is a complete list of all the circumstances in schedule 2 of the Housing Act 1985.
- b) **The Council can only seek to repossess the property in the following circumstances:**
 - We built or adapted the property for a physically disabled person and you no longer need that type of home, and we need the property for someone else with special needs. In this case we will provide you with suitable alternative accommodation
 - We need to demolish, rebuild, or carry out major repairs to your property, which cannot be done unless you move out. In this case we will provide you with suitable alternative accommodation
 - You break any of the conditions set out in this agreement. If you do we will take legal action to force you to meet the conditions, or we will ask the Court for permission to evict you
 - You stop using the property as your only and principal home
 - Any other reason under the Housing Acts 1985 and 1996 or any future law

6. Ensure all our customers are treated in a courteous and professional manner by housing staff

YOUR RESPONSIBILITIES

What City of York Council Tenants must do

You are responsible for anything that you do in relation to the property or the tenancy, and you are also responsible for anything your household, friends,

relatives, including children, and any other person living in or visiting your home does in relation to the property or the tenancy.

7. Rent and other charges

Payable Rent

- a) Rent, including any service charges as shown in the rent card is due on Mondays and is payable fortnightly. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. There are four 'free' weeks each year when no rent is due (although people with rent arrears must continue to pay during these weeks). **If you are in receipt of housing benefit, it is still your responsibility to ensure that your rent is paid.**
- b) Your weekly rent is made up of one or more amounts:
- Basic rent**
 - Service charges**
 - Other charges**

Non Payment of Rent

- c) If you do not pay your rent or other charges shown on your rent card and any previous debts when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this you will have to pay legal costs as well as the rent that you owe.

Previous Tenancies

- d) If you owe money from a previous tenancy with City of York Council, you must sign the agreement on page 14 of this agreement. By signing this agreement, you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against you for possession of your home.

8. Ending Your Tenancy

Notice and return of Keys

- a) Your tenancy will run on a week-to-week basis. You can end it by giving at least 4 weeks notice, in writing, ending at 12 noon on a Monday. You must leave the property and hand the keys in to your local housing office at or before that date and time. If you fail to return the keys you will be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.

Removal of belongings

- b) You must remove all your furniture, personal belongings and rubbish at the end of the notice period, and you must leave the property in good condition. If you leave any belongings behind we will remove them. If you fail to leave the property in a clean and tidy condition, or leave behind unwanted furniture or belongings you will be recharged for any additional costs that the Council incur.

Vacant Possession

- c) You must make sure that no person remains in occupation at the property. If you fail to do so we will ask the court to make an order asking that person to leave the property and you will have to pay our legal costs and any rent we have lost until the property is available to relet.

9. Repairs, Maintenance and Looking After Your Home

Reporting Repairs

- a) You must report any disrepair or fault for which we are responsible to your local office immediately – this includes:
- Disrepair or fault in the structure or outside of the property (or if you live in a flat or maisonette, the building of which the property forms a part). This includes blocked drains, leaking pipes and other defects in fittings and structure
 - Disrepair or fault in communal areas

Repairs which are your responsibility

- b) You are responsible for items listed in the Housing Information Handbook, which include:
- Bath and sink plugs and chains
 - Chimney Sweeping (if you have an open fire)
 - Cookers (unless you rent one from City of York Council)
 - Door Bells (except door entry systems)
 - Washing Machine Fittings (unless fitted by the council)
 - Decoration inside the home
 - Wooden Sheds (unless provided to house a wheelchair)
 - Door Name plate
 - Timber Garage
 - Smoke Alarms
 - Fluorescent light tubes
 - Security Light bulbs
 - Any items damaged by you
 - Any items fitted by you including (this list is not exhaustive)
 - Tiles
 - Showers
 - Heating systems
 - Locks
 - Kitchen Units
 - Floor coverings
 - Gates and Fencing

Allowing us access to carry out repairs or to inspect the property

- c) You must allow Council staff, contractors and other authorised people into your home at reasonable hours to inspect conditions and carry out necessary repairs. We will give you 24 hours written notice (or **without notice in the case of emergency**), to inspect or carry out work in the property or an attached property. We will have given you proper notice under this condition if we leave it addressed to you at the property. In an emergency we may tell our employees, contractors or

other authorised persons to enter the property straight away, in which case we will put right any damage we cause.

- d) If you do not let our staff, contractors or other authorised persons into your property to carry out gas servicing or repairs after we have given you 24 hours notice (or without notice in the case of an emergency) we may apply to the court for an order which may be either a possession order or an injunction order (and you may have to pay our costs of going to court).
- e) You will be charged if no-one is at home when you have requested an emergency call-out, or where an appointment has been made.
- f) If we need to service any **gas appliance** in your home our contractor will give you written notice of the service, but if you do not allow access to your property in line with the written notice, we will regard the case as an **emergency**. If you do not let our staff or other authorised persons in to the property to service gas appliances we may apply to the court for an order, which may be either a possession order or an injunction order (and you may have to pay our costs of going to court). **The council is required by law to service gas appliances in council homes each year. You are putting your life at risk if you do not allow regular checks to be made to gas appliances in your home.**

Care of the Property

- g) You must take care of the property and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings free from rubbish and personal belongings.
- h) You must pay us the cost of any repairs to the property that are needed as a result of wilful damage or negligence, or a failure to take care of the property, (whether the fault is yours or that of any member of your household, or any lodger, sub-tenant or visitor of yours).
- i) You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring onto the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The council will charge you for any repairs which are due to damage caused by these items.
- j) You must take reasonable precautions to prevent fire and frost damage to the property.
- k) You must ensure that any works which you are responsible for under the terms of this agreement are carried out to a reasonable standard, by appropriately qualified tradespersons
- l) You must arrange and pay for chimneys to be swept each year where solid fuels are used.

Decorating

- m) You are responsible for decorating the inside of the property, (which includes decorating as often as necessary to keep decorations to a reasonable standard.)

Gardens, outbuildings and other external areas

- n) You must keep your garden neat and tidy this includes hedges, shrubs and trees.
- o) You must keep fences, sheds, greenhouses or any other outbuildings provided by you, in good repair.

- p) You cannot or arrange for anyone on your behalf, to cut down trees and hedges within the boundaries of your home without first getting written Council permission.
- q) You must not park or drive a motor vehicle, caravan or boat within the boundaries of your home, or over council owned grass verges without providing a hard standing and a car crossing. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from us before any work to construct a hard standing and pavement crossing is begun.
- r) You must not construct any garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing Services - see the Housing Information Handbook for how to apply.
- s) You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.

Improvements

- t) If you wish to make any improvements to your home you must always get written permission from Housing Services **before** this work takes place. It is also your responsibility to get any planning permission or building regulation approval before the work is started. Even if you are given permission to improve your home by another council department, you must **always** get written permission from Housing Services before you can do this work. If you fail to do this you may be asked to put right the improvement at your own expense.

Health and Safety

- u) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality. Examples would include: -
 - The storage of dangerous and/or inflammable materials or fuels in the property, outbuildings, communal area or garden, including gas bottles
 - The use of portable gas, oil or paraffin heaters in the property
 - Interference with equipment for detecting or putting out fires
 - Carrying out unsafe DIY, electrical or other work in the property
 - Throwing things out of windows or balconies

Temporary Accommodation during major repair work

- v) If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you may have to pay legal costs.

Disposal of Household Waste

- w) You or members of your household must dispose of your household waste properly and you must take reasonable care to make sure that it does not become scattered in communal areas or in the area near the property, or cause a nuisance or annoyance to any person. Information about disposal of bulky items is contained in the Housing Information Handbook.

10. Use of Premises

Occupying the property

- a) Once you have signed your tenancy agreement you must move into the property. You must live in this property as your sole or main home. If you expect to be away from your home for longer than one month, you should tell us. If you stop living in the property as your sole or main home, you will stop being a secure tenant and you will no longer have the legal protection of a secure tenancy. If we have reason to believe that you are not living in the property as your sole or main home, we may ask the court for a possession order against you. If the council suspects that the tenant is not using the premises as their sole or main residence, we may gain access to seek to determine evidence of this.

Running a business from the property

- b) You must not operate a business from your home, garden or communal areas without written consent from the council.

Overcrowding

- c) You must not allow the property to become overcrowded. We may apply for a possession order if we find that the property is overcrowded.

Sub-letting

- d) You must live on the premises and must not sub-let or give up possession of all or part of your home without the Council's consent. You must not give away or sign over your tenancy to anyone without our written permission.

Nuisance

- e) You must use your home as a private dwelling and in a reasonable manner, not causing nuisance or anti social behaviour at the premises, for more details see the Housing Information Handbook .

11. Nuisance and Anti-Social Behaviour

- a) We are firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property, including lodgers and sub-tenants, from carrying out any nuisance, annoyance, harassment or anti-social behaviour as detailed in this section. This includes any nuisance, annoyance, offence or harm to any:
- Neighbour
 - Other tenant of City of York Council
 - Businesses or services operating in the locality
 - Other person living in or visiting the locality

If they do you will be held responsible as if you had committed it yourself. You must ensure that no intentional damage is caused by you or anyone living in or visiting your home.

We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

- b) Using your home or any other council property for illegal or immoral purposes. In particular the Council will not tolerate the property being used in connection with the

possession, use, supply of, or dealing in illegal drugs or substances. You must not use the property, or supply from or in the neighbourhood of the property, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or any lodger, sub-tenant or visitor carries out any such act. If they do, you will be responsible as if you had committed it yourself

- c) Keeping an illegal weapon on the property
- d) Threatening anyone at the property or in the locality with an offensive weapon
- e) Using the property (including gardens, garages and outbuildings) for criminal, immoral or illegal purpose, including storing, selling or handling stolen, illicit or offensive goods
- f) Drawing graffiti on or otherwise damaging public property in the locality. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this agreement, or any other property in the locality
- g) Creating or permitting any noise which, in the opinion of the Council, causes a serious nuisance
- h) Damaging or allowing an animal you own, or are responsible for, to damage any property or belongings of City of York Council, any neighbours, any other tenant of ours, any other person living in the area near the property. If any member of your household, lodger, sub-tenant or visitor commits any such act, you will be held responsible

Harassment

- i) You must not commit or allow members of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.
- j) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

Racial Harassment

- k) The Council will not tolerate racial harassment. The tenant must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you are found guilty of it.

Communal (shared) Areas

- l) You or anyone living in or visiting the property must not do anything in or to communal areas that may cause offence to other users of those areas or that will cause damage to the communal areas. For example: car breaking, car repairs,

bonfires, games or parties. A communal area is a part of the building or estate which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Children

- m) You must exercise control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. Also you must not allow any of them to play ball games where this is prohibited, or leads to difficulties which the council is then asked to resolve.

Behaviour towards City of York Council Employees and Contractors

- n) You must not physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any lodger, sub-tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

Noise

- o) You must not operate any device or equipment, or do any activity, which creates so much noise that it causes nuisance or annoyance to your neighbours **or** creates unreasonable noise levels outside the property. This includes:
- playing any television or radio, musical instrument, record, tape, CD or other recording
 - excessive use of power tools
 - activities such as parties which might cause justifiable complaint due to noise levels or timing

Domestic Violence

- p) You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household. Where a member of the household is caused to leave the home through domestic violence inflicted by another member of the household, we may seek possession of the property if firm evidence is obtained that the victim has left the property.

Pets

- q) You must not allow any animals or pets you own, are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.
- r) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the communal areas, you are responsible for cleaning this up.
- s) You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property.
- t) You must also reasonably and suitably restrain any animal kept at the premises when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business.

- u) We reserve the right to restrict the number or type of animals you may keep, or to require you to remove them altogether.

12. False Information

You must give accurate information when applying for a tenancy. We will take steps to repossess the property if you (or another person on your behalf) gives false information to get the tenancy.

LEGAL INFORMATION

13. Changing tenancy terms

Tenancy terms, or services provided under the tenancy, other than rent and charges, can be changed after consulting tenants and recognised tenants, community or residents' associations after giving 4 weeks written notice.

14. Notices

- a) **If you need to serve any legal documents** on the City of York Council Community Services they should be sent to or left at the following address:
- Community Services
(Housing)
PO Box 407
Housing and Finance Centre
Library Square
York Y01 7YN**
- b) **Notices that need serving on you** by the Council may be served by giving them to you by hand or by leaving them at the premises to which they relate, or your last known address if you have moved. We will assume that you have received all letters and notices within 72 hours if we posted them or 24 hours if we delivered them by hand.

CYC LANGUAGE PANEL to be inserted here – This agreement is also available on request in Braille, tape format or any of the following community languages. This tenancy agreement is also available in large print and Braille +language panel

This agreement was last revised in:

Please fill in this section if you are a previous tenant and owe us money.

I admit that

On (date)

I owe

City of York Council

£

for my previous tenancy at

Address

and court costs of

£

have been added

I owe a total of

£

I agree to pay

£

when I sign this agreement

and then

£

every week until the debt is cleared

Your signature

Date

Signature on behalf of City of York
Housing Services

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