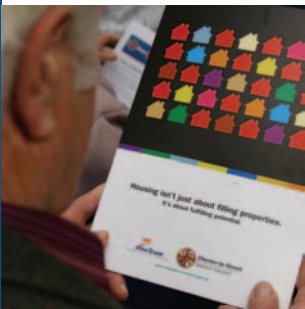


# Your Home Your Future Your Choice



**Chester-le-Street**  
District Council



## Formal Consultation

on Chester-le-Street District Council's proposal to transfer all of its homes to



• **IMPORTANT**: This document is about the future of your home •

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# Section 1

## Summary of the Housing Transfer Proposal and the benefits it would provide



## 60 Second Summary



- Transfer means the transfer of the ownership and management of all Council homes to Cestria Community Housing.
- You would not have to move home as a result of transfer.
- The 12 commitments for you, your home and your service.
- The commitments in this document would be kept – there would be a legally binding agreement between the Council and Cestria Community Housing to ensure this happens.
- Cestria Community Housing would be monitored and regulated by the Government's housing regulator, The Housing Corporation.

## What is the offer?

Chester-le-Street District Council is offering tenants the choice to transfer ownership and management of all homes to Cestria Community Housing Association (it is known in this document as Cestria Community Housing).



## What is Cestria Community Housing?

Cestria Community Housing is a not-for-profit independent housing organisation, which the Council has helped to set up. It would be registered as a social landlord (officially known as a Registered Social Landlord) with The Housing Corporation. For more information on The Housing Corporation and its role see Section 8. The staff who currently work for the Council's housing service would transfer to Cestria Community Housing to continue providing the service.



## What would the transfer mean for you?

Here are the 12 commitments Cestria Community Housing would make if the transfer goes ahead.

### 1. Improving your Home

- £67 million worth of improvements would be carried out in the first five years after transfer. This would include new doors and windows, refurbished kitchens and bathrooms, new heating systems and upgraded fencing and off street car parking where appropriate. This is around £55 million more than the Council expects it could invest over the same period. **See Section 3 for more details.**

### 2. Tackling Anti-social Behaviour

- Measures would be introduced to improve the way the service tackles nuisance and anti-social behaviour; including the issue of Starter Tenancies to all new tenants for the first 12 months of any tenancy. Cestria Community Housing would also look at introducing community caretakers and more CCTV cameras on estates. **See Section 5 for more details.**

### 3. Improvements to Aids and Adaptations

- Maintaining high levels of investment in aids and adaptations. Cestria Community Housing will spend up to £1.5 million on adaptations in the first five years after transfer. Improvements could include level access showers, grab rails, ramps, showers over baths, etc. **See Section 5 for more details.**



## 4. Investing in Older People's Services

- Making services to older tenants a priority by, for example, consulting tenants on the provision of a new handyman service to carry out minor works to homes and to do work which is not the Association's responsibility at a small charge for people who cannot do it themselves, e.g. hanging curtains.  
**See Sections 2 & 5 for more details**

## 5. Your Repairs Service

- Improving the repairs service after transfer by providing faster repair target times, aiming to provide appointments for all none urgent repairs within the first year and also a dedicated freephone contact point.  
**See Section 5 for more details.**

## 6. Clean, Safe and Secure Homes and Communities

- Taking action to make your home and neighbourhood safe, clean and welcoming. Cestria Community Housing's proposals to improve the environment include:
  - looking at setting up mobile caretaking teams to keep neighbourhoods clean and tidy.
  - improving the grounds maintenance service.
  - undertaking security programmes, including security locks and lighting for the elderly.  
**See Sections 2 & 5 for more details.**
- Undertaking environmental improvements such as new off-street car parking and upgrading fencing and improved landscaping where appropriate.  
**See Section 5 for more details.**

## 7. Your Say – Tenant Involvement and Communication

- A commitment to further develop opportunities for tenants to become involved in the management of their homes and working with existing tenant and residents' organisations.
- Looking at developing new ways to involve and communicate with tenants and residents on estates, for example use of estate agreements, focus groups, using the internet, regular newsletters, tenants as mystery shoppers and special interest groups.  
**See Section 6 (Pages 36-38) for more details.**
- Local control and decision making with five of the 15 places on the Board of Cestria Community Housing being set aside for tenants.  
**See Sections 8 for more details.**

## 8. Improved Customer Services

- Cestria Community Housing would be committed to delivering excellent services for tenants.
- Familiar faces, such as wardens, housing officers and repairs staff, would continue to be employed to deliver excellent housing services.  
[See Section 5 \(Pages 30-34\) for more details](#)

## 9. Development of New Homes

- Working in partnership with the Council where possible to help to develop new affordable housing in the District.  
[See Section 3 \(Page 24\) for more details.](#)

## 10. Local Employment

- Cestria Community Housing would be committed to employing apprentices and where possible to use local contractors if they are competitive.  
[See Section 3 \(Page 24\) for more details.](#)

## 11. More for your Money

- Cestria Community Housing would continue to set affordable rents and would be subject to the Government's rent setting policy. Tenants would get more for their rent money as more could be spent on their home and services with Cestria Community Housing than the Council can currently afford.  
[See Section 4 \(Page 26\) for more details.](#)

## 12. Protection of your Key Rights

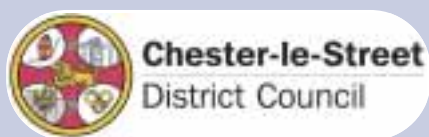
- Your key rights would be protected through your new enhanced tenancy agreement with Cestria Community Housing. This agreement has been developed with a group of tenants and the Independent Tenants Advisor to make sure your rights are protected.  
[See Section 7 \(Page 39\) for more details.](#)

### Would the promises be kept?

If the transfer goes ahead, Cestria Community Housing would enter into a formal legal contract with the Council. This contract would contain a legally binding commitment that Cestria Community Housing would keep all the promises made to you in this document, including the repair and improvement programme.

The Housing Corporation would monitor and regulate Cestria Community Housing to check that it meets its standards for managing and maintaining your homes and it has the power to intervene if those standards are not being met.

## COMPARE THE DIFFERENCE IN THE FIRST FIVE YEARS



**Staying with  
Chester-le-Street Council**  
(based on current projections)



**Transferring to Cestria  
Community Housing**  
(to be incorporated into Cestria  
Community Housing's business plan)

### Repairs and Maintenance

- £11.6 million capital programme work.
- Around 550 new or upgraded central heating systems.
- Around 500 new kitchens and bathrooms.
- 800 properties with new UPVC doors and windows.
- Around 400 homes re-roofed.
- Around 350 homes re-wired or with an electrical upgrade including extra sockets.
- No improvements to boundary walls and fencing.
- No new provision of off street car parking spaces.
- No improvements to off street car parking places.

### Repairs and Maintenance

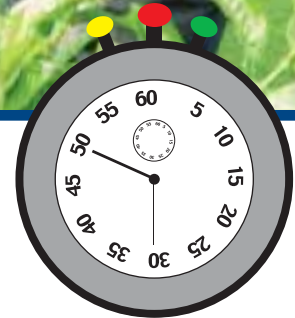
- £67 million capital programme work.
- Around 3,000 new or upgraded central heating systems.
- Around 1,800 new kitchens and bathrooms with greater choice and with extractor fans and shower over the bath as standard.
- Around 3,400 properties with new UPVC doors and windows.
- Around 1,000 homes re-roofed.
- Around 2,000 homes re-wired or with an electrical upgrade including extra sockets.
- Around 1,500 homes will benefit from improved boundary walls and fencing.
- Around 800 homes will benefit from new car parking provision.

Chester-le-Street Council	Cestria Community Housing
<p><b>Tenancy Management</b></p> <ul style="list-style-type: none"> <li>Existing levels of service would continue to be developed within current budgets.</li> <li>Existing Tenancy Agreements would remain.</li> </ul>	<p><b>Tenancy Management</b></p> <ul style="list-style-type: none"> <li>Commitment to increase the number of front-line staff, providing a more localised response service on the issues important to you.</li> <li>Cestria Community Housing would also look to introduce estate caretakers, handyperson and additional staff engaged on community development and tenant participation.</li> <li>A specialist Welfare Benefits Advisor would be employed to ensure all tenants get the benefits they are entitled to.</li> <li>A new Tenancy Agreement has been developed with tenants which protects your key rights and gives some new rights.</li> </ul>
<p><b>Rents</b></p> <ul style="list-style-type: none"> <li>Rent increases subject to Government policy guidelines. Maximum increase each year of inflation plus 0.5% +£2 until target rents reached. Thereafter annual increases of inflation plus 0.5% a year.</li> </ul>	<p><b>Rents</b></p> <ul style="list-style-type: none"> <li>The same Government policy guidelines apply – monitored by The Housing Corporation.</li> </ul>
<p><b>Value for Money</b></p> <p>It's not just what you pay out but what you get for your money. Cestria Community Housing would have a fully funded Business Plan over 30 years and it would be able to guarantee investment in your home. It would have more resources to develop services than are available to the Council.</p>	



# Section 2

## The Council's Housing Transfer Proposal



### 60 Second Summary

- Cestria Community Housing would be a new independent not-for-profit housing association set up by the Council.
- The Council is proposing transfer because it would unlock all the money needed to bring your homes up to the standard you say you want.
- Tenants would benefit from a £67 million improvement programme. This is £55 million more than the Council could spend.
- All Secure and Introductory tenants would have an opportunity to vote on the transfer proposal.
- Every tenant has the opportunity to talk to an independent advisor on freephone 0800 019 2262 or the Council on freephone 0800 032 8549.

## What is the Proposal?

Chester-le-Street Council is consulting you about a possible transfer of the ownership and management of all the Council's housing to Cestria Community Housing.

The Council has helped to establish Cestria Community Housing as a new, not-for-profit organisation. Cestria Community Housing would be your new landlord, if the housing transfer goes ahead.

We believe that the transfer has a number of advantages, but it will be for you, the tenants, to make that decision in a secret ballot of all the Council's Secure and Introductory tenants. If you have any questions about any aspect of the proposal for transfer, please phone the Council's Freephone Helpline on 0800 032 8549.

## Why is the Council asking you to consider this change?

Chester-le-Street Council is proposing to transfer all the Council's housing to a newly formed, not-for-profit housing association called Cestria Community Housing. More than 160 Councils have transferred their houses in this way, all with the intention of improving housing services to tenants.

It has always been the Council's policy to provide good quality, well managed and well maintained homes at a reasonable rent. However, Government restrictions on the Council's finances mean it has become increasingly difficult to provide a high level of service and undertake all the major repairs and improvements needed to your homes.

The Government currently limits what the Council can borrow and how much of the rent money we collect can be kept in the District to pay for investment and services.



As a result the Council will not have enough income in the future to fund all the modernisation and major repair works which are needed, or to improve services.

We believe tenants have to wait too long for the modernisation of properties that are not up to modern day standards. We believe that the only way to get the improvements you want is if more money is available through the transfer.

During the Stock Option Appraisal the Council and the Housing Stock Option Working Group looked at all of the funding options. We also took independent advice from financial experts. All estimates indicate that the Council will have a shortfall of around £55 million on the money we need to invest in your homes, over the next five years.



The Council has consulted widely with tenants to find out what is important to you.

- We met with over 1,000 tenants during the Stock Option Appraisal process, both individually and in groups.
- We received feedback from over 2,000 tenants during the 2005 tenants' survey.
- We have met regularly with the tenants' reference group.
- We have had over 300 tenants at the 2006 Tenants' Conference.
- We had over 1,000 tenants at the 2006 Choices Event.
- We meet regularly with the Tenants' Panel and Tenants' Reference Group.
- Around 750 visitors attended the show homes to give their views.

- In total we have had more than 5,100 responses since we started our transfer consultation.

All of the information fed back to the Council during these consultations has been taken into account when forming this proposal.

The Council knows that your homes are in need of modernisation and improvement. We had an independent survey carried out in 2005 on the condition of your homes. This showed what needs doing now and in the future and how much the works are likely to cost. We have used the results of this survey to help shape this offer.

After careful consideration, the Council has decided that transfer of the housing stock to a housing association, set up specifically to provide a local housing service, appears to be the best available option.

## What are the key benefits of transfer?

The Council believes that the main benefits for tenants of the transfer proposal would be:

### 1. Improving your home

A £67 million improvement programme planned for the first five years after transfer – around £55 million more than the Council projects it could afford. This programme would include funding for:

- All wooden doors and windows replaced with high quality uPVC doors and windows in the first two years.
- Double glazed windows and doors to around 3,400 homes – around 2,600 more than the Council can afford.
- New, upgraded central heating to around 3,000 homes – around 2,450 more than the Council can afford.
- New kitchens and bathrooms to around 1,800 homes – around 1,300 more than the Council can afford. The new bathrooms would include extractor fans and a shower as standard, which the Council would not be able to provide.
- Re-roofing for around 1,000 homes - around 600 more than the Council can afford.
- Re-wiring for around 2,000 homes - around 1,600 more than the Council can afford.
- Showers will be fitted as standard over baths.
- Improvements to estates would be possible, for example new off-street car parking facilities or upgraded boundary walls and fences where appropriate.
- More choice – before any works commence on your home, you could decide the design and colour schemes from a wide range of options, for example in relation to kitchen, bathrooms, tiling and other fittings.

**For more details of the modernisation programme see Section 3.**

## 2. Tackling Anti-social Behaviour

- Use of Starter Tenancies – new tenants after transfer would have a Starter Tenancy for the first 12 months of any tenancy to make sure they comply with their tenancy agreement.
- Dedicated Tenancy Enforcement Teams will provide a better response, to tackling anti-social behaviour and closer liaison with the Police would allow procedures to be improved.
- Use of specialist equipment, such as noise monitoring and CCTV, to help collate evidence on anti-social behaviour.

## 3. Improvement to Aids and Adaptations

- When Cestria Community Housing fits new kitchens and bathrooms they would tailor them to take account of tenants' aids and adaptations needs, for example, they could install lever taps and grab rails.
- Cestria Community Housing would spend up to £1.5 million on adaptations during the first five years after transfer.
- Cestria Community Housing would plan to use an occupational therapist to help shorten waiting times for assessment to no more than one month.

## 4. Investing in Older People's Services

Cestria Community Housing would consult residents of sheltered schemes about proposals to:

- Improve grounds maintenance and landscaping including the provision of patios and outside recreation / seating areas.
- Give more priority to improving the services for older people such as gardening and home decorating.
- Provide aids and adaptations such as lever taps, grab rails etc on renewal of kitchens or bathrooms.
- Fit smoke alarms as standard when properties are re-wired.
- Provide level access showers where appropriate.
- Appoint a handyperson to quickly carry out minor jobs which are the responsibility of the Cestria Community Housing and to do small jobs for tenants who need help such as hanging curtains at a small cost.
- Introduce a programme of security improvements, including security lights and fencing where appropriate.
- Provide hand rails on paths and steps where they are needed.
- Look into secure storage and battery recharge space for light mobility vehicles at sheltered housing units.

Tenants would not have to have improvement works carried out to their homes if they do not want them. The only works that must be completed are those which are emergency works or where there are other health and safety reasons as to why they must be undertaken.



## 5. Your Repairs Service

- After transfer Cestria Community Housing would maintain a dedicated freephone hotline for reporting repairs.
- Cestria Community Housing would offer faster target repair times for tenants than the Council currently does.
- Cestria Community Housing would offer appointments for all repairs (except emergencies).

## 6. Clean, Safe and Secure Homes and Communities

- Cestria Community Housing's modernisation plans would include off-street car parking in the boundary of the property where this is possible.
- All properties being re-wired would be given hard wire smoke detectors where feasible and be offered an outside security light.
- Cestria Community Housing would plan to help young people in their first home, for example, by looking at starting a 'furnished tenancy scheme' and providing advice on budgeting and dealing with the responsibilities of managing a home.
- Dedicated housing officers would work in local community areas, tackling the issues which would improve the quality of life in your neighbourhood.
- Cestria Community Housing would work to improve the environment and would examine the possibility of setting up mobile caretaking teams to keep your neighbourhood clean and tidy.
- Cestria Community Housing would look to increase the use of CCTV on estates to help improve security.
- Cestria Community Housing would review with the Council the arrangements for grass cutting and aim to improve these services on land in its ownership, for example, through the introduction of 'cut and collect' where grass is too long to leave on the ground.
- Cestria Community Housing would plan to invest in improved communal lighting, particularly around sheltered scheme and bungalows.





## 7. Your Say – Tenant Involvement and Communication

- Cestria Community Housing would further develop opportunities for tenants to become involved in the management of their homes.
  - It would work with current tenant and residents' groups.
  - Consider proposals for the development of new tenant associations.
  - Provide better and more innovative ways of engaging with all tenants.
- Tenants would make key decisions about the service as five out of 15 Board Member places of Cestria Community Housing would be reserved for tenants.
- Cestria Community Housing would look at developing new ways to involve and communicate with you, e.g. text messages, using the internet, regular newsletters, tenants as mystery shoppers and special interest groups.

**See Section 6 for more details.**

## 8. Improved Customer Services

- You would continue to deal with people you know. The majority of the Council staff who currently provide your housing services, including local housing officers, the repair work force and wardens, would transfer to Cestria Community Housing. They would continue to provide high quality housing management services.
- Customer Centred Services – Cestria Community Housing would aim to develop a 'door step service' where officers could call to see you to enable issues to be dealt with quickly in a way that is convenient to you.
- Cestria Community Housing would continue to consult and engage with tenants to help ensure services are delivered in a way you want.

**See Section 5 for more details.**

## 9. Development of New Homes

- Cestria Community Housing would work with the Council where possible to help provide new affordable rented housing and low cost home ownership.
- The Council would work with Cestria Community Housing, as well as other housing associations operating within the District, to help develop social housing to meet local needs within the Chester-le-Street District.

## 10. Local Employment

- Cestria Community Housing would aim to use local labour and where possible would introduce training initiatives, such as taking on modern apprentices.
- Cestria Community Housing would aim to use local contractors where possible and where they are competitive on costs and performance alongside its own workforce.



## 11. More for your Money

- More for your money – with Cestria Community Housing more would be spent on homes and services than the Council currently spends.
- Cestria Community Housing would charge affordable rents which would be the same as the rents that would be charged with the Council.
- Like the Council, Cestria Community Housing would only increase rents once a year.
- Cestria Community Housing would continue the two 'free' rent weeks each year and would consult with tenants on increasing this to four rent 'free' weeks.
- Cestria Community Housing would continue to offer all the current convenient methods for paying your rent.
- Cestria Community Housing would continue to use a firm but fair policy for dealing with rent arrears.



At the point of transfer **all tenants** would remain on their existing rent. The Government has issued guidance on rents which Cestria Community Housing would be subject to. This guidance states that rent increases must be calculated using the same formula as applies to Council rents. This Government policy aims to ensure that by 2012 housing association and council rents will be the same for similar properties in similar locations. That means that whether your landlord is Cestria Community Housing or the Council you would pay the same rent.

**See Section 4 for more details.**

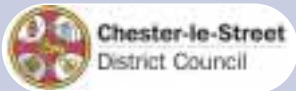

## 12. Protection of your Key Rights

- Your key rights would be guaranteed through your Tenancy Agreement including a right to buy your home (called the Preserved Right to Buy).

**See Section 7 of this document for more details and the Proposed Tenancy Agreement (Section 12).**



Why can the council not spend what is needed?

	 Without Transfer	 With Transfer
Borrowing	The Council is restricted by Government rules on public expenditure.	Cestria Community Housing would be free to borrow so long as the loans can be repaid from rent income.
Income from Right to Buy Sales	The Council can only spend 25% of money received with the remainder going to the Government.	100% of the income from Right to Buy receipts available to the Association.
Payments to Government	In 2005/06 Chester-le-Street District Council paid £4.3 million of the rent collected to the Government.	Cestria Community Housing would benefit from all the rent it collects.

**The Government, through the Department for Communities and Local Government would ensure that Cestria Community Housing would have access to sufficient resources to support delivery of all the promises in this document.**

How is the money worked out?

When a housing stock transfer takes place, the new housing body, in our case Cestria Community Housing, would buy the homes from the Council. The price it would pay would take account of:

- the fact that the housing must be kept available for rent at affordable levels with tenants keeping their security of tenure;
- the likely rents payable by tenants over a 30 year period;
- the costs of managing and improving the homes over that period; and
- the cost of carrying out the promises set out in this document.

This is very different from the value of homes sold on the open market with vacant possession, or to tenants under the Right to Buy.

In Chester-le-Street's case the value is negative. This means that the cost of improving your homes and improving services, costs more than the income that would be collected, mainly through rents, by a new Registered Social Landlord taken over 30 years. If your home is transferred, the Government has agreed to enter into a gap funding arrangement with the new landlord, Cestria Community Housing, to support its business plan and the £289 million investment required for your homes. Cestria Community Housing would borrow necessary funds to pay for the repairs and improvements, from reputable lenders such as banks and building societies. Loans are usually be taken out for a period of 25-30 years, and be repaid with rental income, which is allowed for in Cestria Community Housing's 30 year business plan. Gap funding grants would provide additional funding as required to support Cestria Community Housing's business plans.

This is only available if the stock is transferred. The Council cannot access such funding.

### What is in it for the Council?

As there is a negative value the Council would not receive any money for the houses. The Government, however, would pay off all the Council's past debts in connection with Council housing.

### What would be the Council's housing role after transfer?

If the transfer goes ahead, the Council would no longer be your landlord.

However, the Council would:

- Monitor the performance of Cestria Community Housing to ensure it carries out the promises set out in this document. These promises would be the subject of a legally binding contract between the Council and Cestria Community Housing.
- Make sure that Cestria Community Housing continues to play its part in letting homes to local people in need.
- Keep a legal duty towards the homeless. It is anticipated that the Council and Cestria Community Housing would set up a joint waiting list and would work closely to meet the housing needs of the District.
- Continue to have an interest in social housing in the District by nominating one-third of the places on Cestria Community Housing's Board.
- Continue to have a strategic and enabling overview of housing across the District.
- Continue to process housing benefit applications.
- Continue to provide other non-housing services, such as refuse collection, environmental health, planning, recreation and so on.

### What is the timetable for consultation?

The current plans are:

- We are now in the period of formal consultation with you on the proposed transfer (called Stage 1). The Council will take every opportunity to meet you to discuss the proposal. There will be meetings for tenants, home visits by officers, and a short video/DVD produced by the Council explaining the proposals.
- Following this the Council will consider your comments on the transfer proposal. We will decide whether this proposal needs to be altered and whether we are to go ahead with the ballot of all Secure and Introductory tenants. If the Council decides not to go ahead with the ballot then the process stops and the transfer proposal goes no further.
- If the Council decides to proceed, the Council would send you a letter called the Stage 2 letter. This would describe what, if any, changes have been made to this proposal and whether the Council has decided to proceed to ballot. It will also explain your right to make representations to the Secretary of State.

### Ballot

A confidential three week postal ballot would be conducted by the Electoral Reform Society, an independent organisation. Every Secure and Introductory tenant would have a vote. This means that joint tenants would each have separate ballot papers. Neither the Council nor Cestria Community Housing would know which way you have voted. If the ballot result is in favour of transfer, and the Council agrees to go ahead, we must then ask the Secretary of State to give her consent before the transfer can take place. She would not give her consent until Cestria Community Housing had achieved registration with the Housing Corporation. If all of this happens, the actual legal transfer of the ownership and management of your home should take place in late 2007 or early 2008.



## What is your role in this consultation?

The Council is committed to an open and detailed consultation process with its Secure and Introductory tenants, and you have a major role to play in the consultation.

The Council will consider any comments tenants make on the proposal. There is a form to help you make comments attached to the back of this document. Please send your comments in to reach the Council by noon on the 5th February 2007. A form is attached at the back to help you do so.

The Secretary of State will only agree to the transfer if she is satisfied that a majority of tenants are not opposed to the transfer. This means that the transfer **WOULD NOT** go ahead unless a majority of tenants who vote in a ballot, vote in favour of the proposal.

Since 2004 the Council has been working closely with the Tenants' Panel and the Stock Options Working Group and more recently the newly formed Tenants' Reference Group. These groups have been consulted about every aspect of the Council's proposal and have acted on behalf of all tenants to influence the details contained in this document.

The Tenants' Reference Group with the Independent Tenant Advisers, PS Consultants, have agreed the contents of this Offer Document.

## Where can you go for more information?

There are a number of ways in which you can get more information. You can:

- call the Council's freephone helpline on 0800 032 8549 or email [stocktransfer@chester-le-street.gov.uk](mailto:stocktransfer@chester-le-street.gov.uk)
- call the Independent Tenant Advisers, PS Consultants on their freephone 0800 019 2262 or email [enquiries@psconsultants.org.uk](mailto:enquiries@psconsultants.org.uk)
- There is also a range of other material that you might want to look at. Details are in Section 11 of this document.

## Who are PS Consultants and how were they chosen?



PS Consultants is the organisation that provides independent advice and training to tenants. While the Council is paying for the cost of the independent adviser, the decision to appoint PS Consultants was taken by the Tenants' Panel after considering several companies. PS Consultants were chosen by the tenants because they thought they would provide the best independent advice on the proposal for the transfer of the Council's housing stock.

Many tenants have contributed to the proposals in this document. The Tenants' Reference Group and PS Consultants has helped to shape this proposal for your consideration.

**If you are concerned about any aspect of the proposal and want an independent opinion, you should contact PS Consultants either by writing to them at:**

PS CONSULTANTS  
Unit F12  
St Hilda's Business Centre  
The Ropery  
Whitby  
YO22 4ET

or by telephoning them on freephone 0800 019 2262 during office hours (9am-5pm). If you ring out of office hours, please leave a message on their answer phone and they will return your call within one working day. You will not be charged for this service.



## What would happen if the transfer does not go ahead?

If the transfer does not go ahead you will remain a tenant of the Council. The Council would continue to deliver as good a service as it possibly can, but would not expect to have the money to carry out the programme of repairs and improvements promised by Cestria Community Housing.

The Council is required by the Government to bring all homes up to a set standard of repair and modernisation by 2010. This is called the Decent Homes Standard. As things stand, Chester-le-Street District Council would struggle with finding the money available to comply with the Government's requirements. We know tenants have aspirations for amenities and improvements well above the Government standard and these would not be met in the foreseeable future unless transfer goes ahead.

If the transfer does not go ahead there will be a projected short-fall in the money available. We would need to look at other possible changes to the service to operate within the limits placed on us with the income we are likely to have available.

The Council has looked in detail with tenants at a range of other options for housing stock already, as well as other possible ways of raising the money needed. None of the other options which are currently available can provide the same levels of investment in the homes and the housing service as the proposed housing transfer. If the transfer did not go ahead, the Council would need to review the available options to make best use of the reduced resources which would be available.

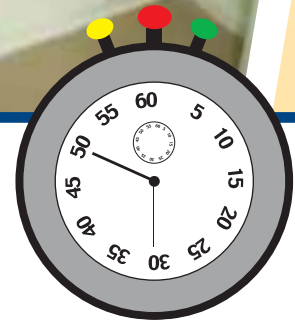
**We commissioned a detailed options study from an independent company. Their advice was that housing stock transfer was the best option available of raising the money necessary to carry out the improvements and modernisation required for your homes. The Tenants' Panel and the Council then consulted over 1,000 tenants on these proposals. The overwhelming recommendation was to transfer the homes. This is why the Council is asking you to consider the proposal to transfer.**

## Section 3

### Improving your Home and Providing New Homes



## 60 Second Summary



- An independent survey has shown £67 million is needed to improve homes, but the Council would only have £11.6 million over the same period – a £55 million shortfall.
- New uPVC double glazed doors and windows would be fitted in homes that need them within two years.
- Modern kitchens and bathrooms and fuel efficient central heating systems would be fitted in homes that need them within the first five years.
- A programme of planned replacements, such as replacing kitchens, would be put in place.
- Cestria Community Housing would be committed to improving sheltered schemes.
- Cestria Community Housing would be committed to looking at building new housing for rent.

## How does the Council know what needs to be done?

The Council has had an independent and detailed survey carried out on its housing stock in 2005. We also asked tenants about their priorities for improvements.

The independent surveys have shown that your homes need significant investment over the coming years and the tenant survey showed that this is what those consulted wanted.



## What did the independent survey show?

The results of the survey show that a total of £289 million needs to be spent on your homes over the next 30 years at 2005 prices. Of this sum, £67 million needs to be spent in the first five years.

Cestria Community Housing plans to spend £67 million on repair, modernisation and improvement work in the first five years

In contrast, the Council reckons that it would have about £11.6 million to spend in the first five years, and an average of £2.5 million in each following year for the next 30 years. This would be excluding the cost of day-to-day repairs, and even this amount cannot be guaranteed.

## What are Cestria Community Housing's investment plans?

Cestria Community Housing would have an extensive programme of work.

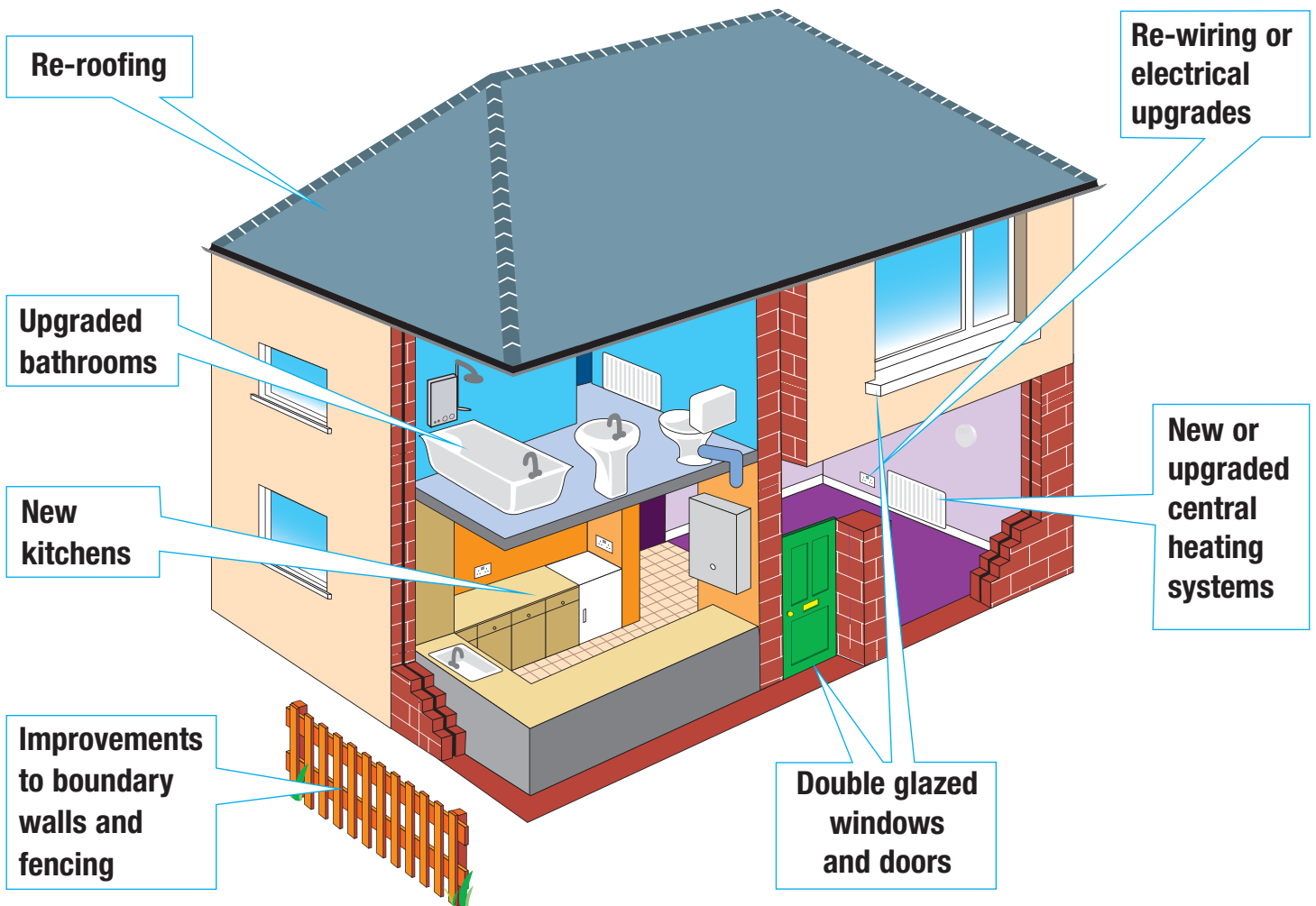
For all homes that need them, Cestria Community Housing would aim to ensure that they get within the first five years:

- New uPVC double glazed doors and window within the first two years.
- At the same time as the windows are replaced, other external work such as gutters, soffits, down pipes and pointing will also be done.
- Modern kitchens and bathrooms, with new units and suitably arranged to suit tenants preferences. Showers would be installed as standard over the bath. Tenants would be given choices in terms of colour and design of kitchen units, floor colouring, tiles and decoration.
- Full fuel efficient central heating with a package of insulation measures to help to keep fuel bills down.
- Hard-wired smoke detectors would be fitted where feasible when a property is re-wired.
- Modern insulation including low energy lighting facilities to improve on energy efficiency.
- Estate environmental treatment such as boundary walls and fencing, and off-street car parking.
- An extensive package of security measures including new or upgraded door entry systems for communal door entry schemes, improved security locks and lighting.

Cestria Community Housing would also put in place a programme of planned replacements and cyclical work such as painting and making sure kitchens are replaced after 20 years.

As well as the above works, Cestria Community Housing would also plan to spend a further £7 million in responsive maintenance in the first five years after transfer.

It is anticipated that more than £289 million could be spent on modernising and maintaining the homes over the 30 years after transfer which is considerably more than the Council believes it could spend.



This chart compares the difference between improvements with the Council and with Cestria Community Housing in the first five years

Repairs and Improvements	The number improved with the Council (based on current projections)	The number improved with Cestria Community Housing (to be incorporated in its business plan)	Projected difference with transfer
New double glazed doors and windows	Around 800 properties	Around 3,400 properties	2,600 properties
New kitchens and upgraded bathrooms	Around 500 properties	Around 1,800 properties	1,300 properties
New or upgraded central heating systems	Around 550 properties	Around 3,000 properties	2,450 properties
Re-wiring or electrical upgrades	Around 350 properties	Around 2,000 properties	1,650 properties
Re-roofing	Around 400 properties	Around 1,000 properties	600 properties
Improvements to boundary walls and fencing	The Council has no money to do this work	Around 1,500 properties	1,500 properties
Providing off street car parking	The Council has no money to do this work	Around 800 properties	800 properties



## Investment in Sheltered Housing schemes

As part of the major investment outlined above, Cestria Community Housing would pay particular attention to the investment needs of homes and community rooms in sheltered housing developments.

Cestria Community Housing would be committed to a programme of further consultation with residents in each scheme prior to developing detailed proposals but, subject to that consultation, would aim to provide:

- New or upgraded door entry systems for additional security as appropriate.
- A programme of security work and new double glazed windows where required.
- A programme of modernisation and improvement to common rooms and communal areas in sheltered accommodation.
- New digital TV reception will be provided to enable tenants to have wider choice of TV channels.

Cestria Community Housing would also look at the possibility of introducing a handyman service to help tenants with minor jobs, and about the introduction of a decorating service at a small cost for those unable to do their own decorating.



### Would tenants be consulted about the works?

Yes. Each tenant would be fully consulted about all of the proposed modernisation and improvement programmes to their home before work is carried out.



### Do you have to have the work done?

Unless there are health and safety issues involved, such as gas servicing, works would only be carried out to your home if you wish them to be done.

### Would you pay extra for these improvement works?

No. There would be no extra charge for any of the repairs and improvements to your home. The only increase would be your annual rent increases and this would apply whether transfer goes ahead or not (this is explained in Section 4).

### What happens if you move out while works are carried out?

Cestria Community Housing does not anticipate that tenants would have to move out whilst these works are carried out. However, if there are special circumstances, Cestria Community Housing would provide temporary accommodation and additional support during major works and take account of special requests prior to instructing the contractors.

Special arrangements might include moving you out whilst the work is done and paying the appropriate disturbance costs for you, such as removal costs, disconnection/reconnection fees for gas, water, electricity, telephones and so on.

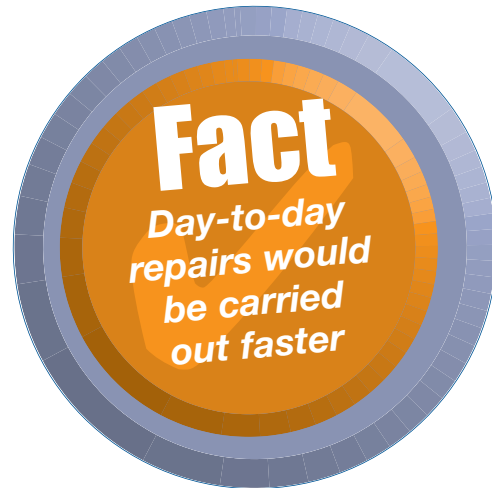


**Would you have the right to do your own improvements?**

Yes. You would still be able to improve your home, with the permission of Cestria Community Housing and any planning or other consents you may need. If you do improve your home, within the terms of your Tenancy Agreement, this would not affect the level of rent you pay and you may be entitled to compensation if you end your tenancy.



**Would Cestria Community Housing maintain your homes properly in the future?**

One of the aims of the transfer proposal is to make sure that the homes are properly maintained and that there is enough money in the future to maintain the homes to a good standard. Cestria Community Housing would have money set aside in its business plan to make sure that items in your homes, for example, central heating boilers, could be replaced when they had reached the end of their useful life.



**What would happen about day-to-day repairs?**

Cestria Community Housing would be responsible for providing the day-to-day responsive repairs service. This would continue after transfer through the current workforce which would transfer to Cestria Community Housing. If the transfer goes ahead the aim would be to improve upon the existing service. For more information on how Cestria Community Housing intends to achieve this, please see Section 5.

REPAIR TARGET TIMESCALES	
 With the Council	 With Cestria Community Housing
Emergency Repairs – attend within two hours and make safe within 24 hours	Emergency Repairs – attend within two hours and make safe within 24 hours
Urgent Repairs – attend and complete works within three to seven days	Urgent Repairs – attend and complete works within three to five days
Non-Urgent Repairs - 31 days to complete works	Non-Urgent Repairs – 25 days to complete works

## Would Cestria Community Housing build new homes?

All the proposals described so far apply to the improvement of the existing housing. We recognise that there is a continual demand for affordable family homes and that many tenants with children are anxious to know that affordable homes will be available for future generations. We also need larger bungalows for older people and more properties for disabled people.

The Council has not been able to build any new homes for over 15 years, and for the first few years after transfer the priority would be to meet the investment promises for existing homes. After this, however, Cestria Community Housing would look at the possibility of providing new homes for rent and design homes that people want and building them where they are needed.



## What about community safety, estate and environmental works?

In addition to the works described above, Cestria Community Housing would also have more funds available to carry out more extensive planned programmes of major works to estates and external areas. Fencing programmes, improved lighting, extra CCTV, car parking and environmental works could be carried out following consultation with tenants.

## Who would do the work?

The huge amount of work planned by Cestria Community Housing will need a well trained and dedicated workforce.

Property Services will transfer to the new Association and, for the first time in many years, apprenticeships and training placements will be created as the Association looks to train its own skilled workforce.

The main modernisation programme will be done by experienced contractors chosen with the help of tenants, and will create many job opportunities and offer a big boost to the local economy.

# Section 4

## The Rent and Other Charges you would Pay



### 60 Second Summary



- Government rent rules mean you would pay the same rent as you would with the Council.
- You would get more for your money – you would pay the same rent, but there would be a multi-million pound investment programme in homes.
- Cestria Community Housing would continue to offer two rent free weeks and would consult tenants on increasing that to four weeks.
- There would continue to be a home contents insurance scheme.
- Your would still be entitled to claim Housing Benefit.

## What would happen to rents?

At the time of transfer, each tenant would pay the **same** rent to Cestria Community Housing as they were paying to the Council. As with the Council, the first rent increase would be due in the April following transfer.

The Government has published guidance for rents which aims to ensure that by 2012 housing associations (like Cestria Community Housing) and councils have rents that are the same for similar properties in similar locations.

This guidance includes a formula for working out rent levels (called **target rents**) for each type of property, which reflects the location, value, number of bedrooms and the level of average skilled manual workers' earnings in the county. This formula would be used by both the Council and Cestria Community Housing to calculate target rents. The Government guidance is intended to ensure that by 2012, the rents of all social housing providers will have moved to the target rent. The Council has been using this formula since 2002.

Remember this guidance applies nationally to all council and all housing association properties.



After transfer, the Government's rent policy means that, on average, rents should increase by inflation plus 0.5% each year with an appropriate annual adjustment up to a maximum of £2.00 on the weekly rent (based on a 52 week rent year) until the target rent has been reached. After that, current Government policy states that rents should rise only by the rate of inflation plus 0.5% a year.

Cestria Community Housing would continue to offer two rent free weeks and would consult tenants on increasing that to four rent free weeks.

Cestria Community Housing plans to charge all new tenants the target rent for their home from the start of their tenancy, plus any service charges that are applicable. It would then plan to limit increases to inflation plus 0.5% per year in line with Government policy on rents.

## What does this mean in real money?

As an example, if inflation is 2.5% the increased rent that you could expect to pay for a home with a weekly rent of say £50.00 would be £51.50.

In line with current Government guidelines, Cestria Community Housing's financial plans are based on limiting annual rent increases (after the target rent is reached) to inflation plus 0.5% a year. This business plan would also allow for all the improvements needed to tenants' homes and an improved housing service to tenants as explained in this document.



Cestria Community Housing would be committed to keeping rents affordable and The Housing Corporation would ensure that they do this.





Also remember:

- Cestria Community Housing plans to invest £67 million in the major modernisation of homes over the first five years after transfer. Even though the Council's rents would be similar, we would only be able to invest about £11.6 million over the same five year period. This is because councils operate within different financial rules.

## What would happen to service charges?

Your landlord, whether it is the Council or Cestria Community Housing is required to separate out the amount that is charged for services (for example, paying for heating of communal areas in blocks) from the amount charged as rent. You would only be charged for services you receive and Cestria Community Housing would only be able to charge tenants the actual cost of providing these services.

They would not be allowed to make a profit on services.

The annual increase for the next seven years would never be more than £1 a week (plus inflation) and the rent plus service charge for sheltered housing will never be more than the rent for a one-bedroomed bungalow.

You would be able to see what you are actually paying for and to ensure that you only pay for services you can benefit from. In this way the cost basis of service charges would be the same as with the Council.

Cestria Community Housing would consult tenants before introducing any new service charges just like the Council would have to. If any new service charges are introduced, following consultation with tenants, the cost would only be the actual cost of providing the service.

Cestria Community Housing Association would offer tenants the opportunity to pay water rates with their rents if they so wished.

## Would there be a home contents insurance scheme?

The Council currently offers a home contents insurance scheme and if the housing transfer goes ahead, Cestria Community Housing plans to take over the current scheme. The scheme offers tenants the benefit of lower rates than they can get elsewhere with the advantage that the cost can be paid with the weekly rent.

## What rents would new tenants pay?

New tenants are people who are not currently Secure or Introductory tenants of the Council and who move into a home for the first time after the date of transfer. Cestria Community Housing plans to charge all new tenants the target rent for their home from the start of their tenancy, plus any service charges that are applicable. It would then plan to limit increases to inflation plus 0.5% per year in line with Government policy on rents.



## What methods could you use to pay your rent?

After transfer you would still be able to pay your rent in the same ways as with the Council. These include:

- Cheque, debit card and credit card
- Direct Debit, telephone payment and internet payment
- Standing Order
- Payments at the Council cash office
- Payments at Post Offices

In addition Cestria Community Housing would look to introduce new ways of paying as these become available.

## How would the warden service be affected?

You may be receiving warden support services either because you live in specialist supported housing (such as a sheltered scheme) or through someone visiting you in your home (floating support).

The proposed transfer would have no effect on the support services you are entitled to receive. The level of service is specified by Durham County Council and has to be provided regardless of who provides the service. Cestria Community Housing is committed to continuing to work with the Sheltered Users Forum to improve services for elderly residents.

## What about housing benefit?

The transfer would not affect your entitlement to claim housing benefit. Applications would still be made to the Council, and the Council would make payments to those who qualify. Benefit advice would be available from both the Council and Cestria Community Housing.

## What about rent arrears?

Your rent would pay for the housing service and the investment in the homes. Cestria Community Housing believes it is not fair to those tenants who do pay their rent on time to allow a minority not to do so. However it also realises that some tenants do sometimes have financial difficulties through no fault of their own.



Cestria Community Housing would contact any tenants who falls behind with their rent. They would work with the tenant and the Citizens Advice Bureau, if appropriate, to find a way for arrears to be cleared over a mutually agreed time. As a responsible social landlord, Cestria Community Housing would (like the Council), adopt a 'firm, but fair' policy towards tenants.

As a last step, Cestria Community Housing, like the Council, could take court action to end a tenancy. This would only normally be done when a tenant has ignored an agreement to pay off arrears without any good reason.

If the transfer goes ahead, any tenant who owes rent to the Council would then owe that rent to Cestria Community Housing.

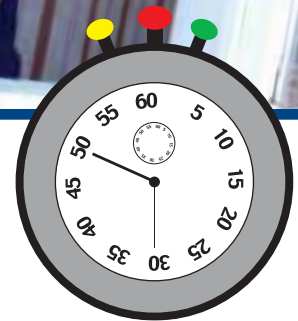
## Getting the benefits you are entitled to

Cestria Community Housing recognises many tenants are on a low income and that often many thousands of pounds goes unclaimed because many tenants, particularly the elderly, cannot find their way around the benefits maze.

Cestria Community Housing will employ a specialist Benefits Adviser to work closely with you and ensure you get all the benefits you are entitled to.

# Section 5

## Continuing and Improving your Services



### 60 Second Summary

- Cestria Community Housing would be committed to maintaining and improving the existing housing management service.
- The service would continue to be locally based through a local and accessible office.
- You would still be able to report repairs in the same way.
- Cestria Community Housing would aim to complete repairs faster and to a higher standard.
- You would deal with the same familiar faces.
- The sheltered housing service would continue and Cestria Community Housing would work with tenants to improve it where possible.
- Cestria Community Housing would set up a dedicated enforcement team to deal with anti-social behaviour.
- £1.5 million would be set aside to spend on aids and adaptations in the first five years.
- Cestria Community Housing would look at introducing new services, such as a handyman scheme to deal with small or urgent repairs.



## How would Cestria Community Housing service and maintain your homes?

Cestria Community Housing would be committed to maintaining and improving existing housing management services. In particular it would plan to:

- Look at the possibility of providing an estate caretaking and handyman scheme;
- increasing the number of front line staff; and
- increasing tenant and community involvement.

Most importantly, Cestria Community Housing would continue to provide locally-based services to ensure that you have access to advice and assistance when you need it.

In partnership with tenants, Cestria Community Housing would regularly review the way in which it delivers services to make sure that services continue to:

- Be tenant focused;
- Be caring and responsive;
- Meet the needs of local communities;
- Be effective and efficient; and
- Represent good value for money.

After transfer, Cestria Community Housing would aim to improve the day-to-day repairs service by working to:

- Improve the freephone repair line service so you get through quicker;
- Introducing the handyman service for minor works;
- Improve response times when you report a repair; and
- Offer appointments for all non-urgent repairs.

Cestria Community Housing would also have a budget for 'catch-up' repairs, as well as the improvements works explained on page 31.



The planned maintenance programme would continue for works such as servicing gas appliances. In addition Cestria Community Housing would introduce a proper painting programme so that all properties were repainted on a regular basis.

## How would tenants report repairs?

You would be able to report a repair to Cestria Community Housing in much the same way as you can report a repair now. You will be able to report a repair by:

- Telephoning the repair freephone number.
- Visiting the Associations local office.
- Sending a repair request form or writing to the housing office.
- Using the Internet.

## How quickly would repairs be done?

Cestria Community Housing would offer a 24 hour seven day a week service for emergencies and would aim to complete repairs within the following times:





Emergency Repairs	Attend within two hours and complete within 24 hours	For example, gas leaks, dangerous electrical faults, burst pipes, total loss of heating.
Urgent Repairs	Three to five calendar days	For example, leaking roof and completion of temporary repairs to faulty space and water heating appliances.
Routine Repairs	25 calendar days	For example, major internal plaster repairs, renewal/unblocking of rainwater pipes/gutters.

Cestria Community Housing would aim to have all non-urgent repairs carried out by appointment within the first year after transfer. Cestria Community Housing would also send you a Customer Satisfaction Survey giving you the opportunity to comment on the standard of repairs done.

**What about the quality of repairs?**

Cestria Community Housing would monitor its performance on the range of services it provides. It would compare its performance with its own pre-set targets, as well as with the Regulatory Code set by The Housing Corporation (The Housing Corporation is the Government body which supervises and monitors housing associations such as Cestria Community Housing). It would seek to raise these standards year-on-year. Each year, tenants would receive information on how well Cestria Community Housing is doing in meeting these standards.

If things were to go wrong, or you felt services had fallen below expected standards, a simple clear complaints procedure similar to that used by the Council would be available (See page 34).

**Dealing with people you know**

You would continue to deal with people you know. Most existing employees from the housing service, including local housing officers, the repair workforce and the wardens, would transfer to Cestria Community Housing.

Cestria Community Housing would be committed to strengthening the existing arrangements for staff. As part of this commitment:

- All staff would work from offices convenient to tenants and located in the District;
- there would be a full programme of staff training.

**Environment improvements – looking after communal areas**

Cestria Community Housing would maintain land in its ownership on estates. Both the Council and Cestria Community Housing understand that this is important for tenants. Cestria Community Housing would be committed to reviewing the grass cutting arrangements, frequency and performance levels, in consultation with residents, with the aim of improving overall satisfaction on grounds maintenance.



All tenants affected would be consulted about the grass cutting and grounds maintenance service. Cestria Community Housing would then look at the suggestions from tenants and options for improving these services.

### Would Cestria Community Housing do any community work?

Yes. The 'Community' in Cestria Community Housing reflects the Association's commitment to working closely with residents and other agencies to improve local communities. The Association would work closely with the Council, local residents and public bodies like the Police, Voluntary Agencies, the Local Strategic Partnership, and Social Care and Health to help local communities tackle problems and improve the quality of life on estates.

Cestria Community Housing would also work in partnership with others, to tackle social exclusion and support neighbourhood renewal initiatives.

Cestria Community Housing would consult with tenants about the need for extra support to try and help tenants improve the quality of life on estates, for example, by tackling neighbour nuisance.

In addition Cestria Community Housing would look at the possibility of providing estate caretakers to rapidly deal with problem areas on estates and Community Development Officers to work with young people, tenants and residents in improving the quality of life for all residents on our estates.

### What would happen to the Sheltered Housing service?

Cestria Community Housing would:

- Continue after transfer to provide sheltered housing for older people.
- Continue to provide a 24 hour Care Line service.
- Ensure that the warden service was available for those tenants requiring support in their homes.
- Ensure that older people are supported to help maintain their independence and dignity for as long as possible in their own homes.
- Continue to provide any services such as cleaning of communal areas, window cleaning and maintenance of the grounds in sheltered schemes, subject to a service charge (see Section 4 for more details of service charges).

Cestria Community Housing would aim to provide such services to the same standard as with the Council and to improve them where possible, so that they continue to meet the needs of older people.

### What would happen to the emergency alarm service?

Cestria Community Housing would continue to ensure access to the Careline emergency alarm service, providing peace of mind to many older and disabled tenants, 24 hours a day, throughout the year.

Cestria Community Housing would continue to work in partnership with Social Care and Health and the Council to deliver assistance to elderly and vulnerable households.

Cestria Community Housing would provide a wide range of support to help ensure individual independence can be maintained, such as fall detectors, smoke detectors and carbon monoxide detectors where appropriate.

**Fact**

The Careline emergency alarm service would continue

## Would Cestria Community Housing carry out adaptations to homes to help disabled people?

Yes. Cestria Community Housing would work closely with the Social Care and Health to make sure that adaptations needed to allow tenants to enjoy full use of their homes are assessed and carried out promptly.

Cestria Community Housing would set aside £1.5 million to spend on aids and adaptations during the first five years after transfer. The Association would also employ an Occupational Therapist to help ensure waiting times for assessment of no longer than one month and adaptations needed were quickly identified and carried out.

## What are Cestria Community Housing's plans for improved estate services and communal works?

As mentioned previously, Cestria Community Housing would have a budget of around £67 million over the first five years after transfer to carry out property and environmental improvements. Individual tenants and Tenants' and Residents' Groups would be fully consulted and involved in developing proposals for a particular street or locality. Similarly tenant groups and individual tenants would be involved in developing any new estate services that may be identified as necessary in a particular area, within the resources available.

We know that litter, graffiti, dumping of refuse and vandalism can seriously detract from the enjoyment of your estates and your homes. Cestria Community Housing would look at employing an estate caretaker service to help ensure speedy action is taken to deal with such problems, including closer liaison with the Police. Cestria Community Housing would have a programme of estate inspections with resident representatives and would ensure action agreed and fed back to resident representatives, so the effectiveness of the inspections could be monitored.



## How would Cestria Community Housing deal with anti-social behaviour?

Cestria Community Housing would be committed to taking decisive action to tackle anti-social behaviour, nuisance and harassment (including racial harassment).

Cestria Community Housing would establish a dedicated enforcement team and would work closely with tenants and other agencies to develop policies tailored to the needs of individual estates and local areas.

Cestria Community Housing's policy would be to use the full range of remedies available, including where appropriate, CCTV monitoring, mediation, injunctions, professional witnesses, good neighbour agreements, acceptable behaviour agreements, demotions of tenancy, anti-social behaviour orders (in consultation with the Council and Police) and also possession action and eviction.

## Extra services for all tenants

Cestria Community Housing would be committed to improving services and would consult tenants about ways to do this. For example, it would look at proposals to introduce a handyman service. Many elderly and disabled tenants said they would like help with small jobs around the house. In response to this Cestria Community Housing would look at offering an 'on request' handyman service.



Such a service could have two roles:

- Speedier repairs that would be the responsibility of Cestria Community Housing.

The handy person service would be able to do small routine or urgent repairs such as changing tap washers, changing light bulbs, replacing batteries in smoke alarms, replacing toilet seats, responding to minor blockages of a sink, bath or toilet and minor joinery repairs, inside and out.

- A pay-as-you-go odd jobs service for jobs that are your responsibility

The handy person service would be able to do small tasks around the house, such as putting up shelves or curtain rails, adjusting or re-hanging doors, assembling flat-pack furniture, fitting door chains, plumbing in washing machines and putting up a washing line. These are jobs which tenants are responsible for, and so there would be a small charge for this service.

Cestria Community Housing would work with tenants in order to clarify the sorts of jobs that they would want a handy person service to offer. These jobs could be listed in a leaflet so that everyone knew what was available.



### How would homes be let to new tenants?

Cestria Community Housing would allocate homes in a similar way to the Council. Homes would be let to local people in housing need. There would also be an agreement to allow the Council to nominate people in housing need in line with the allocation policy when Cestria Community Housing has properties available for letting.

As with the Council, Cestria Community Housing would operate a tenants' transfer policy so that tenants who need to move to larger or smaller properties or to another type of property can be considered for a move.

### How could you comment on or complain about the service you receive?

Cestria Community Housing would have a Customer Care Compliments and Complaints Policy and an officer responsible for making sure all comments and complaints are replied to and dealt with speedily.

The policy would include a step-by-step procedure for those wishing to complain. As a last resort, you could also take your complaint to the Independent Housing Ombudsman (see page 51 for more details).

Your local councillor would also continue to represent you and make representations on your behalf.



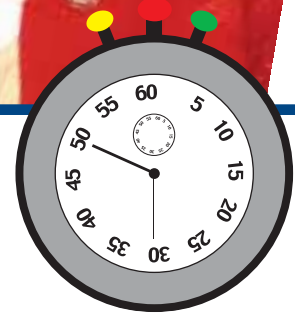


# Section 6

## Involving you in the Running of the Service



### 60 Second Summary



- Cestria Community Housing would develop a Tenant Participation Compact – an agreement with tenants setting out how they can participate in the running of the service.
- Five tenants would sit on the board of Cestria Community Housing.
- Every tenant would be able to become a member of Cestria Community Housing - meaning they could attend and vote at the Annual General Meeting.
- Tenants would be involved in the monitoring of the service.

## Cestria Community Housing and tenant participation

Cestria Community Housing sees tenant involvement as an important part of high quality service delivery. Its policy would be to take decisions at a local level, involving local people wherever appropriate. It would have a comprehensive Customer Involvement Strategy and follow national good practice guidelines on Tenant Participation. Cestria Community Housing would develop, in consultation with tenants and residents groups, its own Tenant Participation Compact.

### What is the Tenant Compact?

A Tenant Participation Compact is an agreement that will be negotiated between Cestria Community Housing and active Tenant and Residents' Groups. It will be based on the existing Tenant Participation Compact that the Council has recently established with tenants.

It will set down agreed support for tenant groups, the levels of service tenants can expect and what can be done if these standards are not met.

Cestria Community Housing would use the Compact as a statement of the standards it would aim to achieve. If transfer takes place the Council's Tenant Participation Compact would be reviewed and each estate or area would be invited to develop the Compact in their own way.

Cestria Community Housing would wish to support the development of Estate Agreements and would work closely with Tenants' and Residents' Associations in developing these.

Cestria Community Housing would be committed to extend its tenant participation and community engagement service and would aim to increase the staff who work in this area and the budgets available. The Association would work with tenant representatives to develop new and better ways of involving tenants in developing the services offered.

## How could tenants get involved in Cestria Community Housing?

Tenants would be able to get involved at a level that suits them best. This would include:

- Getting regular information.
- Joining a local Customer Panel or Tenant's and Residents' Groups, or participating in an estate inspection.
- Participating in focus groups looking at specific aspects of the service.
- Completing customer satisfaction surveys.
- Applying to become a general member of Cestria Community Housing.
- Applying to become a Board Member of Cestria Community Housing.

See pages 37-38 for more details.

### Regular Information

Cestria Community Housing understands that for tenants to play a full part, they need information about what's going on and about the performance of the housing service. Cestria Community Housing would give information to all tenants on a regular basis. This would include a tenants' newsletter at least four times a year, as well as an Annual Report for tenants giving performance statistics at least once a year. Cestria Community Housing would also publish details of its annual accounts so that tenants can see how the money is spent and how the Association is performing. In addition regular performance information will be available on the Association's web site.



## Tenant Consultation Structure Local Tenants' and Residents' Groups

Cestria Community Housing would actively support local Tenants' and Residents' Groups and has included a budget in its business plan to do this. Tenants' and Residents' Groups are able to represent communities at the local level, and would be involved in local decision-making through consultation with Cestria Community Housing. Tenants' and Residents' Groups would be encouraged to develop their own local Tenant Participation Compacts and local Estate Agreements.

Membership of Tenants' and Residents' Groups would be open to all tenants living on the estate or in the area covered by the groups.

## Tenants' Panel

Cestria Community Housing would wish to continue to support a formal Tenants' Panel and would work with Tenants' and Residents' Groups to help ensure this Panel is representative of its tenants as a whole. This would ensure that Panel members represent the area they serve and that all Tenants' and Residents' Groups have a say.

## Tenants' Resource Centre

Cestria Community Housing would fund a tenants resource centre so that tenants can have facilities that they manage, where they can hold meetings and develop tenant engagement in the community.

## Sheltered Users Forum

Cestria Community Housing will continue to fund and support the Sheltered Users Forum and work closely with residents to improve the service for elderly tenants.



## How could you become a Board Member?

The Board Members of Cestria Community Housing would make decisions about the policy and direction of the organisation.

Five out of the 15 places on the Board are held by tenants.

As a Board Member, a tenant would need to attend Board Meetings and training events and would be responsible, with the rest of the Board, for making decisions about services and major works.

Tenant Board Members would serve for no more than three years without re-election. The Board would consult tenants as to the arrangements for future selection and election of tenant Board Members.

## What does becoming a general member of Cestria Community Housing mean?

Although the Board Members of Cestria Community Housing would make operational and policy decisions, some major decisions such as a significant change to the constitution governing how Cestria Community Housing would operate would have to be agreed by the general members.

All tenants would be able to apply to become a general member of Cestria Community Housing by completing an application form. Membership would allow you to vote on major issues at general meetings.

A fundamental change to the constitution of Cestria Community Housing could only happen if more than three-quarters of those general members entitled to vote were in favour of the change. Tenants would hold one-third of the vote, the Council one-third, and the independent members one-third. This means that any one group (where all the members of the group voted together) could block such a change if it wanted to.

Being a general member of Cestria Community Housing would also mean that you could attend and vote at the Annual General Meeting.



The types of issues that would be considered at an Annual General Meeting are:

- Cestria Community Housing's accounts for the previous financial year;
- the appointment of the auditors for Cestria Community Housing; and
- the appointment of Independent Board Members.

### Tenant management and control

After transfer you would no longer have a Right to Manage set down by Acts of Parliament. To date however no tenants have ever exercised this right.

However, Cestria Community Housing would propose to work closely with tenants' and residents' groups on developing methods of tenant participation such as Estate Agreements.

### How could tenants be involved in monitoring the quality of service?

Cestria Community Housing would carry out a range of customer satisfaction surveys on a regular basis to make sure that the service is meeting your needs. It will also train tenants as mystery shoppers so you can report first hand on the quality of service you receive. It would act on the results of these surveys to improve and develop services. This would be part of a regular review in line with the Tenant Participation Compact to update and improve policies and services.



Cestria Community Housing would encourage Tenants' and Residents' Groups to become involved in monitoring its performance and would produce information in the form of newsletters and annual reports to these groups and individual tenants.

### Staffing support

In support of its commitment to tenant participation, Cestria Community Housing would employ staff to support tenants and encourage tenant participation. In addition a budget would be available to support tenant engagement and Tenants' and Residents' Groups.





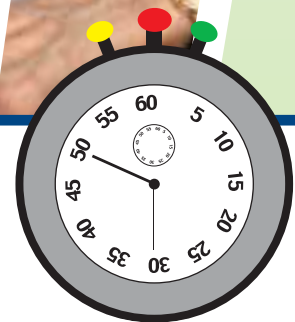
# Section 7

## Your Rights



### 60 Second Summary

- You key rights would be protected.
- You would still be able to buy your home.
- You would still be able to pass on your home.
- You would still be able to transfer or exchange.



## How would tenants' rights be affected if the transfer goes ahead?

Most Council tenants are **Secure Tenants** or **Introductory Tenants** (if you have been given a tenancy for the first time within the last year). With Cestria Community Housing you would become an **Assured Tenant**.

The main difference is that as a Secure or Introductory Council tenant the rights you now enjoy are set down in law by Acts of Parliament. As an Assured Tenant with Cestria Community Housing, your rights would be covered partly by Acts of

Parliament and partly by a legally binding contract (your tenancy agreement) between you and Cestria Community Housing.

Because the rights of an Assured Tenant can be less than for a Council Secure Tenant, Cestria Community Housing has agreed to extend your rights to match your existing Council tenancy rights. This extension is in the contract between you and Cestria Community Housing (in your new tenancy agreement – see Section 12) and not imposed by Acts of Parliament.

Rights	 <b>Secure Tenant</b>	 <b>Assured Tenant</b>
The Right to Buy your home with a discount	Yes	Yes (called the Preserved Right to Buy)
The Right of Succession (the ability to pass on your home)	Yes	Yes
Extra Right of Succession	No	Yes
The Right to Transfer and Exchange	Yes	Yes
The Right to Sub-let or take in lodgers	Yes	Yes
The Right to Repair	Yes	Yes
The Right to carry out improvements and receive compensation	Yes	Yes
The Right to be Consulted	Yes	Yes
The Right to Information	Yes	Yes
The Right to Manage	Yes	No (but see page 41)
The Right not to have your tenancy agreement changed (except for rent and service charges) without your individual consent	No	Yes
The Right to Acquire (see page 42)	No	Yes

The table on page 40 compares the rights that secure tenants have now with the Council with those that you would have with Cestria Community Housing if the transfer goes ahead.

### What rights would tenants lose?

You would lose one right because Cestria Community Housing is not able to offer it within the tenancy agreement. This is the statutory Right to Manage (which allows tenants to set up a Tenant Management Organisation – subject to certain rules). This does not apply to Assured Tenants of housing associations. However, Cestria Community Housing has a policy of supporting tenant involvement (See Section 6 for more information).

### How would tenants' rights be protected?

If the transfer takes place, transferring tenants will be asked to sign a new tenancy agreement (See Section 12). Once you and Cestria Community Housing sign the tenancy agreement, your rights in that agreement cannot be changed without your permission. The only things that can change are the annual rent and service charges.

### Would tenants still be able to buy their homes?

If you have the Right to Buy your home with the Council, you would continue to have a Preserved Right to Buy with Cestria Community Housing.

These rights remain with you or any member of your family who succeeds you (takes over your tenancy) even if you later move to another home which is owned by Cestria Community Housing.

If you do have the Preserved Right to Buy and later move to a council house in another area, you would still have a Right to Buy and any discounts would include time as a tenant of Cestria Community Housing.

Introductory tenants do not have a Right to Buy with the Council but Cestria Community Housing has agreed to give transferring Introductory tenants a contractual Right to Buy (in the tenancy agreement) which gives the same rights to buy their home as with the Preserved Right to Buy.

The homes that are currently excluded from the Right to Buy, for example sheltered housing or bungalows for elderly or disabled tenants, would continue to be exempt with Cestria Community Housing. All tenants housed by Cestria Community Housing after the date of transfer would not have the Preserved Right to Buy, but would have the Right to Acquire (see page 42).



### What happens to discounts?

Any discount you have built up would transfer with you and would continue to increase while you are a tenant of Cestria Community Housing.

### What is the maximum discount and cost floor?

Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a set formula. The purchase price is determined by the market value of the property less your discount (based on years as a Council or housing association tenant). With the Council the maximum discount is currently £22,000. The same limit would apply if you transfer to Cestria Community Housing and use your Preserved Right to Buy in the future.



The price you pay for your home under the Right to Buy rules is affected by something called the cost floor. If your landlord has spent a lot of money to improve your home in recent years then you may not be entitled to the full discount.

There are three main differences in the way the cost floor would be worked out with Cestria Community Housing compared to how it is calculated now with the Council:

- Cestria Community Housing would be able to take into account all costs incurred during the 15 years prior to your application to buy (the Council can only take into account costs in the 10 years before your application). This takes account of the fact that Cestria Community Housing would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.
- Cestria Community Housing would be able to include in the cost floor the cost of the catch-up repair works which would be carried out to tenants' homes, even if these costs have not actually been incurred at the time of your application to buy. This is because the cost of the repair work has been allowed for in calculating the valuation of the homes for transfer.
- The range of expenses included in the cost floor is broader with Cestria Community Housing because the cost floor legislation recognises that some housing stock needs extra repair and improvement works and so the costs of running the housing service are higher.

In some cases the effects of these changes may reduce the amount of your discount, but for the majority of tenants, it is likely that the new cost floor would have little or no effect.



### What is the right to acquire?

New tenants of Cestria Community Housing, that is those who become tenants after the transfer, would be able to buy their home under the new Right to Acquire scheme as long as certain criteria are met. This scheme is based on a grant rather than a discount and is normally less generous than the Preserved Right to Buy Scheme. The maximum grant for homes in the District is currently £9,000. You cannot combine both the Right to Acquire and the Right to Buy. As with the Right to Buy, certain properties are exempt from the Right to Acquire, for example sheltered housing schemes.

### Would tenants still be able to pass on their homes?

Cestria Community Housing's Tenancy Agreement allows the same people to take over the tenancy (when a tenant dies) as under the Council's Secure Tenancy. As with the Council, your home can only be passed on once other than in exceptional circumstances. Please note you would be counted as a successor if you were a joint tenant at transfer and later become a sole tenant.

Cestria Community Housing would be committed to giving all current tenants a clean slate with regards to succession of tenancy. If you succeeded to your tenancy from someone who was previously a Council tenant, after transfer you would be able to pass on your home to a further person – this right would not be available with the Council.



In other words, Cestria Community Housing would regard all transferring tenants as if no previous succession has happened and even if you have succeeded to your existing tenancy you would still be able to pass it on. This is an added benefit.

### What about transfers or exchanges?

Cestria Community Housing aims to make best use of its housing by assisting with tenant transfers and exchanges both within its stock and with other landlords.

Cestria Community Housing would participate in the HOMESWAP Scheme that helps people to move to council or housing association homes outside the District.

### Would tenants still be able to sublet their homes?

Yes. You would be in the same position with Cestria Community Housing as Secure Tenants of the Council. You would be able to sublet part of your home, with Cestria Community Housing's permission, or take in lodgers.

### Would Cestria Community Housing have more rights to obtain possession of tenants' homes?

No. Cestria Community Housing would make sure your rights to live in your home match as closely as possible those you have now with the Council. For further details see Section 12, Cestria Community Housing's Tenancy Agreement.

Grounds for possession under an Assured Tenancy differ from those under a Secure or Introductory Tenancy (See Section 11 for further information). But, the effect of the new Tenancy Agreement is to put you in as similar a position as possible with the new Association as you were with the Council. Also, as with the Council, Cestria Community Housing has to ask the Courts to evict. This would only happen for serious breaches of the Tenancy Agreement.



### Would tenants still have a right to have repairs carried out?

Yes. This means that if Cestria Community Housing or its contractors failed to carry out certain types of repairs within set time limits, you can require Cestria Community Housing to appoint another contractor to do the repairs.

You have the right to compensation if that contractor also does not then do the repairs within a set time limit.

### Would Cestria Community Housing consult tenants in the same way as the Council?

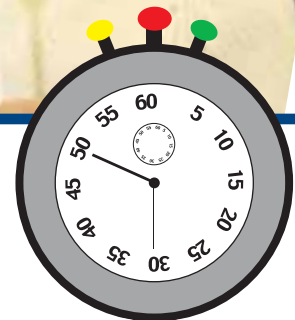
Yes. The Housing Corporation would require that Cestria Community Housing consults with and provides information to all its tenants as if they were Secure Tenants. This is one of the terms in the Tenancy Agreement (see Section 12). Cestria Community Housing would be committed to increasing its role in this area.

### What about new tenants coming in after transfer?

New tenants, that is those people who are not tenants of the Council at the time of the transfer but join Cestria Community Housing later, would have an Assured Shorthold Tenancy for the first year. This is similar to the introductory tenancy that new people are given for the first year of being a Council tenant. It is an added protection against anti-social behaviour.

# Section 8

## About Cestria Community Housing



### 60 Second Summary

- Cestria Community Housing would be a new independent not-for-profit housing association set up by the Council for the District.
- Cestria Community Housing would officially be a Registered Social Landlord and its main purpose would be to provide and manage affordable homes for people who need them.
- It would be a not-for-profit organisation – with any surplus money put back into improvements and services or repaying loans.
- Cestria Community Housing would be regulated by The Housing Corporation, the Government body for regulating and supervising housing associations.
- The Board would be made up of five tenants, five council nominees and five independent people.
- All Board Members would be unpaid volunteers.

## What type of organisation is Cestria Community Housing?

Cestria Community Housing has been set up as an Industrial and Provident Society, with charitable objects. If the transfer goes ahead it would also be a Registered Social Landlord. Registered Social Landlords are bodies that provide affordable rented housing and low cost home ownership, and are registered with The Housing Corporation. Cestria Community Housing has been set up with the help of the Council specifically to take a transfer of the Council's homes, if tenants vote in favour.

Cestria Community Housing would be:

- Run by a management Board consisting of five tenants, five people nominated by the Council and five Independent local people.
- Run on a not-for-profit basis. Any surpluses made would be spent on improvements to homes and services, providing new affordable homes and working to benefit local communities.
- Registered with The Housing Corporation, a Government appointed body set up to supervise and regulate all Registered Social Landlords.

Cestria Community Housing would have charitable objects. As a charitable organisation Cestria Community Housing would be exempt from paying Corporation Tax and from paying business rates on its operational premises. This is likely to provide Cestria Community Housing with a considerable financial advantage, which would allow it to spend the maximum amount on improvements and services for its tenants. Many housing associations similar to Cestria Community Housing are charitable because they carry out activities for the benefit of the community, such as providing affordable homes to rent and sheltered housing.

As a charitable organisation Cestria Community Housing would be limited in who it could house and the activities that it would be allowed to carry out. It would not be able to:

- Carry out extensive commercial activities.
- Provide services to other outside organisations which are not charities.
- Provide commercial rented accommodation.

## What are Cestria Community Housing's aims?

Cestria Community Housing's main purpose is to provide and manage affordable homes for people who need them.

Cestria Community Housing has also adopted the following aims and objectives:

### Our mission is to:

Provide high quality, accessible housing services for all our tenants. To make sure we play a full part in creating communities where people want to live, learn and work and bring up their families.

### Our key objectives are:

#### **Deliver Service Excellence**

- Cestria Community Housing will aim to deliver the highest possible quality of services and customer care to its tenants.
- Cestria Community Housing would seek to be the landlord of choice for tenants in Chester-le-Street.

#### **Decent Homes**

- Cestria Community Housing will make sure all its homes are maintained at or above the Decent Homes Standard.

#### **Working in Partnership**

- Cestria Community Housing will work in partnership with others to make sure that we help build sustainable communities.

#### **Neighbourhood Management**

- Cestria Community Housing will work with partners to make sure services for tenants are fully joined up at a local level.

#### **Value for Money**

- Cestria Community Housing will make sure that services provided for tenants represent value for money.

## Who is on the Management Board?

If transfer takes place, the Board would have overall responsibility for managing the homes. The Board would have places for five tenant Board Members, five Board Members nominated by the Council and five independent Board Members.

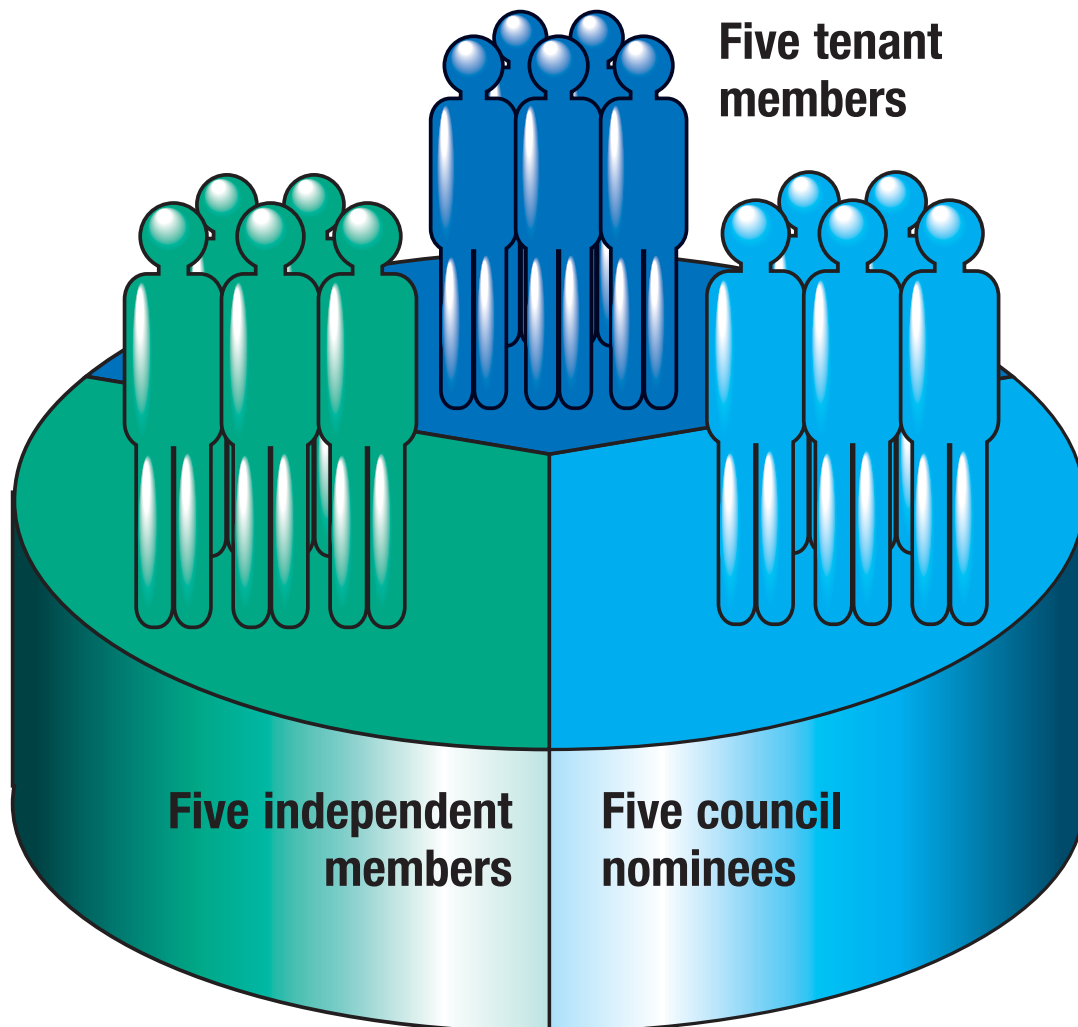
### How were they chosen?

The five **tenant Board Members** were selected by a panel of councillors and tenants following response to an invitation in 'Tenants Talk' to all tenants to consider applying to be Board Members.

The five **Council Board Members** were nominated by the Council.

The five **Independent Board Members** were chosen by an interview panel of Tenant and Council Board Members following adverts being placed in the local and regional press.

*The chart below shows how the board is made up*





## Tenant Representatives



**Vera Codling –  
appointed  
Vice Chair**

Vera, from Great Lumley, an administration manager for 23 years and a president of the

Association of Secretaries for many years, is the treasurer for the Great Lumley Residents’ Association and the treasurer of Great Lumley’s Women’s Institute.



**Ann Smith**

Ann, a resident of Chester-le-Street, has many years experience in the voluntary sector. She has served on many voluntary sector

committees and is committed to helping people in the community.



**Kay Nichol**

Kay, a Cestrian and a Justice of the Peace for 14 years, currently sits in the Adult Court and previously in the Youth and Licensing Courts.

She is presently a Local Education Authority Governor and Parent Governor for a number of years. She is currently working as a receptionist.



**Joan Frost**

Joan is an active community volunteer and has served on the Pelton Fell Regeneration Working Group since its launch. Having developed patient

negotiating skills, Joan is keen to work hard on behalf of tenants.



**Pat Tweddle**

Pat, a Youth Leader for 10 years, also has two years’ teaching personal skills to African ladies.

Pat, from Bournmoor, has been a member of

the Chester-le-Street Tenants’ Panel for three years, serving as acting Secretary for a year.

## Council Representatives



### **Councillor Stephen Barr**

Pelton Fell Ward  
Councillor Barr has over three years' experience with Pelton Fell Regeneration Scheme

and has experience as a community volunteer and school Governor. Councillor Barr, who lives in Pelton Fell, previously worked in local authority leisure management.



### **Councillor Sharon Gollan**

Cestrian Councillor Gollan is the Chester East Ward Councillor and has extensive experience working within the private

and public sectors, as well as within the voluntary and community sectors. Experienced in grants' development and management, she is currently a self-employed community consultant.



### **Councillor Gordon Kerr**

Chester-le-Street Central Ward Councillor Kerr has more than three years experience serving as a Board Member/Trustee

on three separate organisations. He is currently Chairman of the Council's Safe and Healthy Overview and Scrutiny Committee. He served as TU Regional Secretary for 15 years and 10 years as an advisor at the Citizens' Advice Bureau.



### **Councillor Derek Robson**

Sacriston Ward  
Councillor Robson worked for 26 years in the homeless sector, with the last 14 years involved

with forming a workers' co-operative. A time-served joiner working in local authority building maintenance, he has also been involved in large-scale housing and civil engineering contracts in the private sector as general foreman. He is currently Building Director of NEDA involved in re-building residents' accommodation with the help of colleagues and residents.



### **Councillor Allen Turner**

Councillor Turner is also a Sacriston ward councillor, who was Chairman of the Council from 2005-2006. He is

also a school governor for Sacriston Junior and Infants' Schools and has been a parent helper for almost 11 years helping children with their literacy skills at a local school. He has worked for Northumbrian Water for many years.

## Independent Representatives



**Linda Henderson Gray**

Linda, from Durham, is a law graduate and is currently employed as Deputy Admin Manager/Complaints

Manager for Your Homes Newcastle. She has extensive knowledge of the housing transfer process from local authorities to Arm's Length Management Organisations (ALMOS).



**Paul Tinnion**

Paul, from Whickham, has many years' experience in the local authority housing and housing association sectors at all levels. His CV includes the position

of Chair of Gateshead Housing Committee for 15 years and a Board Member of Home Housing Association for 16 years.



**Helen Heenan**

Currently working as a lawyer within the insolvency department of a solicitors' firm, Helen, who lives in Tynemouth, has knowledge of Housing Law

and Social Welfare Law and is interested in social landlords and housing issues.



**1 vacancy for an independent representative**



**Adam Moss**

Washington's Adam is currently employed by Nissan in the Corporate Information Systems Department where his principal responsibility lies

in financial systems involving liaison with all levels of business ranging from the operational to the strategic. He is responsible for day-to-day management of offshore development services based in India.

## Do they get paid?

No. Although The Housing Corporation allows a reasonable payment to be made, none is currently proposed and all Board Members have been recruited on a voluntary basis. However, Board Members can claim for out of pocket expenses actually incurred in carrying out Cestria Community Housing business.

## How would Board Members be chosen in the future?

The current Board Members would serve until at least the second Annual General Meeting of Cestria Community Housing after the transfer takes place.

At the second Annual General Meeting following transfer, one of the tenant Board Members would retire.

At the third Annual General Meeting, two further tenant Board Members would retire

At the fourth Annual General Meeting, two tenant Board Members would retire.

Members who retire are selected by agreement or on the basis of who has been in office the longest and retiring Board Members can stand again.

This system is then repeated, using the same retirement cycle. A similar system would be used for the independent Board Members. Council Board Members would be chosen annually by the Council.

The Association will consult on the process for finding new Tenant Board Members as necessary and will publish the process in its Annual Report. Independent Board Members would be chosen from the community for their skills and would be elected by all of the members of Cestria Community Housing.

## Who would provide the service?

Cestria Community Housing would employ paid officers to run the housing service on a day-to-day basis. By and large, they would be staff who currently provide the service for the Council now so you would continue to deal with the people you know. New staff would be appointed to strengthen and improve the service.

The most senior staff would be appointed by a panel of Board Members after an open recruitment process and the positions being advertised nationally.

## Who regulates Cestria Community Housing?

The Housing Corporation is the Government appointed body that regulates all Registered Social Landlords. Cestria Community Housing must register with The Housing Corporation as a Registered Social Landlord before a transfer can take place.

In particular The Housing Corporation:

- Sets rules and standards which all Registered Social Landlords must follow. These standards are set to ensure that tenants' rights are protected, services are of a high quality and that financial management is sound.
- Monitors the performance of Registered Social Landlords to ensure these standards are met. If standards are not met, The Housing Corporation has wide powers to intervene.







**Would I be able to complain to, or about, Cestria Community Housing?**

Yes. Cestria Community Housing would recognise that complaints from tenants can be a valuable source of feedback on service delivery. If Cestria Community Housing could not settle your complaint informally, you would be able to make a formal complaint through its published Complaints' Procedure.

The internal complaints procedure would initially be based on that currently operated by the Council. Every tenant would receive details about the procedure after the transfer.

If you were still unhappy after going through the Complaints' Procedure, you would be able to contact the Independent Housing Ombudsman. Cestria Community Housing would be expected to comply with any recommendation made by the Independent Housing Ombudsman after investigating your complaint.

You would also be able to contact one of your local Councillors or your MP in the same way as you can now.

**Where would Cestria Community Housing get the money from to pay for the housing?**

Cestria Community Housing would raise the money to buy the Council's houses and to fund all the improvements needed from lenders such as banks and building societies. This loan would usually be taken out for a period of around 30 years.

**Would the Council have any control over Cestria Community Housing?**

Before the transfer takes place Cestria Community Housing would be required to enter into a formal and legally binding contract with the Council. This agreement would allow the Council to enforce the promises made in this document.

**Fact**  
*A legally binding agreement with the Council would ensure promises are kept*



# Section 9

## Useful Names and Addresses



### **Chester-le-Street District Council**

Civic Centre  
Newcastle Road  
Chester-le-Street  
County Durham  
DH3 3UT  
Freephone helpline  
0800 032 8549

### **Tenants' Independent Advisor**

PS CONSULTANTS  
Unit F12  
St Hilda's Business Centre  
The Ropery  
Whitby  
YO22 4ET  
Freephone helpline  
0800 019 2262

### **Department of Communities and Local Government**

Zone 2/D1 Eland House  
Bressenden Place  
London  
SW1E 5DU  
020 7944 4400

### **The Housing Corporation**

Stock Transfer Registration Unit  
Attenborough House  
109/119 Charles Street  
Leicester  
LE1 1QF  
Tel: 0116 242 4879  
Website:  
[www.housingcorp.gov.uk](http://www.housingcorp.gov.uk)

# Section 10

## Legal Requirements for Housing Transfer



### 60 Second Summary



- Stage 1 Notice explained
- How to comment on the Council's proposal
- Stage 2 Notice explained
- The legal requirements of transfer and how tenants must be consulted



# The Timetable for Consultation

## Stage 1 consultation

This is the first part of the period of formal consultation with tenants on the proposed transfer. This offer document sets out the transfer proposal. As well as this document the process includes meetings for tenants, home visits and a short DVD / video produced by the Council.

## Consideration of your comments

At the back of this document is a card for your comments. Please take the time to complete this card and return it to the Council.

The Council will consider your comments on the transfer proposal and decide whether its proposal needs to be altered and whether it should proceed with a ballot of Secure and Introductory tenants on the transfer proposal. If the Council decides not to go ahead with the ballot, the transfer proposal will go no further.

The Council will consider any comments received by noon on Monday 5th February 2007.

## Stage 2 consultation

The Council will send you a letter called the 'Stage 2' letter. This will describe what, if any, alterations have been made to the proposal. It will also explain your right to make representations to the Department of Communities and Local Government.



## Confidential ballot

An independent organisation would carry out a confidential postal ballot over a three week period.

All Secure and Introductory tenants would have the right to vote. This means that joint tenants would each have a separate ballot paper. Neither the Council nor Cestria Community Housing would know how you voted.

If the ballot is successful the Council must get the consent of the Department for Communities and Local Government before transfer can take place. If all this happens the transfer would take place in or around the end of 2007 or early in 2008.

## Legal requirements for tenant consultation

The law states that councils have to consult their tenants about proposed transfers of Council housing as set out in Section 106A and Schedule 3A of the Housing Act 1985. The Council and the Department for Communities and Local Government must have regard to the views of the Council's Secure and Introductory tenants. If you are not sure what type of tenant you are, please refer to your tenancy agreement or phone the Council's freephone helpline on 0800 032 8549.





The Council must give you a notice informing you of:

- Details of the proposal as the Council considers appropriate, including the identity of the organisation to whom the disposal (transfer) is to be made;
- the likely consequences of the disposal (transfer) for the tenant; and
- the effects of the provisions of Schedule 3A Housing Act 1985 and, in the case of Secure tenants, of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on disposal (transfer) to Registered Social Landlords).

The details, consequences and effects of the Council's housing transfer proposal are set out in this document.

The effects of the provisions of Schedule 3A Housing Act 1985 are:

- The Council must first serve on you a notice (the Stage 1 Notice) giving you the information listed above and informing you that you may make representations to the Council. This document and the introductory letter accompanying it form the Stage 1 Notice.

- The Council will consider any comments received by noon on Monday 5th February 2007.
- After considering your comments, the Council must serve a further written notice on you (the Stage 2 letter) informing you of any significant changes to the proposal and that you may write to the Secretary of State at the Department of Communities and Local Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to tenants. The Secretary of State will take objections into account in considering any application from the Council for the necessary consent to transfer the stock.

# Section 11

## Other Information you may Want to Look at



## 60 Second Summary

- Other sources of information on the Council's Housing Transfer Proposal



As well as this document, there are some other documents you may want to look at in relation to the Council's housing transfer proposal. If you would like a copy of any of these documents please call the Council's Freephone Helpline on 0800 032 8549.

### The Way Forward for Housing

This is the Government's policy statement on future housing policy.

### The Housing Corporation's Charter for housing association applicants and residents

This document sets down the standards of service you can expect from Cestria Community Housing based on the Housing Corporation's guidelines.

### Cestria Community Housing Policies

Cestria Community Housing are developing various policies which will apply if the transfer goes ahead. All these policies are being consulted on and agreed with the Tenants' Reference Group. If you would like to see any of the policies please call the Transfer Team on Freephone 0800 032 8549.

### The Chester-le-Street Tenant Compact

This is the binding agreement between tenants and the Council governing tenant involvement in housing and the level of services tenants can expect. Cestria Community Housing would adopt the standards set out in the agreement in full, but would also encourage the development of estate based compacts (see Section 6).

### The Department for Communities and Local Government

[www.communities.gov.uk](http://www.communities.gov.uk)

### National Housing Federation website

[www.housing.org.uk](http://www.housing.org.uk)

### The Housing Corporation website

[www.housingcorp.gov.uk](http://www.housingcorp.gov.uk)





# Section 12

## The Proposed Tenancy Agreement





Cestria Community Housing's tenancy agreement has been designed so that tenants' rights and obligations are as close as possible to those of Council Secure Tenants.

The tenancy agreement, which would be issued by Cestria Community Housing to tenants transferring from the Council if the transfer goes ahead, would be in substantially the form set out in the following pages.

This tenancy agreement would be issued as soon as possible after transfer to each transferring Secure and Introductory tenant except:

- Where tenants have a valid possession order from the Court in force against them.
- Where tenants have been served with a valid Notice of Intention to Seek Possession.
- Where tenants have been served with a valid Notice of Possession Proceedings (this only applies to Introductory tenants).
- Where tenants have been issued with a Demotion Order.
- Where tenants are subject to possession proceedings at the time the transfer takes place.



In these cases, the new tenancy agreement would be issued if:

- the Possession Order is discharged, or
- the Notice of Intention to seek Possession is withdrawn or expires, or
- if the tenant complies with the terms of the Demotion Order and the Demotion period comes to an end; or
- the Court decides not to make a Possession Order.

In the meantime, these tenants would become tenants of Cestria Community Housing like all other tenants. They would be Assured Tenants and the terms of their tenancies would be as set down by law. Cestria Community Housing would be able to enforce Possession Orders that the Council had obtained and may also be able to obtain Possession Orders for tenancy breaches where the Council has served notices before the transfer takes place.



## 1. Definitions

### a) Assign

To transfer your right to your tenancy to someone else.

### b) Fixtures and Fittings

All of the appliances and furnishings provided within the property, including installations for supplying or using gas, electricity and water.

### c) Garden

Includes lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards of the property.

### d) Household

Everyone living with you at the property.

### e) Improvement

Any changes to your property other than decoration/or repairs.

### f) Local Area (Locality)

The whole of the estate the property is on, including privately owned or housing association properties or businesses.

### g) Lodger

A person who is not your partner or a member of your family who pays you to let them live in your property and is considered to be part of your household

### h) Mutual Exchange

To swap properties with another tenant.

### i) Neighbours

Your neighbours include everyone living in the local area.

### j) Partner

Someone who lives with you as if they were your husband, wife or civil partner (including same sex couples).

### k) Property

The property you live in, including any garden, but not including any shared area.

### l) Rent

Your rent may include charges for water rates, sewerage, services and support services such as wardens and other goods and services where provided by us.

### m) Relative

Parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step relative and adopted child.

### n) Right To Buy

The Right to Buy scheme entitles qualifying tenants to buy their home at a price lower than the full market value.

### o) Shared Areas

The part of the building used by more than one household such as entrances, stairways and shared gardens.

### p) Sublet

Giving another person the right to live in part of the property.

### q) Successor

A successor is :

- a husband, wife, or partner, or a member of the family who was living in the property as his or her only or main home for at least 12 months and who took over the tenancy when the sole tenant died;
- a person who was a joint tenant who has become a sole tenant on the death of the other tenant; or
- a person who the previous tenant transferred the tenancy to because he or she would have been a successor if the tenant had died or following a court order in matrimonial or civil partnership proceedings.

### r) Tenancy Conditions

Legal obligations which must be complied with during your tenancy in our property.

### s) Vehicle

Any form of transport such as a car, van, bus, lorry, motorbike, quad, boat, caravan, trailer and so on.

### t) 'We', 'us', 'our'

Cestria Community Housing Association, its officers, Board Members and agents acting on behalf of the Association.

### u) Written Permission

A letter from us giving you approval to do certain things within your tenancy.

## v) 'You', 'your'

The tenant, and in the case of a joint tenancy, any one or all of the joint tenants of the property.

## 2. Tenancy Agreement

- 2.1 This assured tenancy is for an initial term of one week and thereafter weekly until brought to an end. This Tenancy Agreement is an assured non-shorthold tenancy.
- 2.2 By signing this Agreement you are entering into a legal contract with us. If there is anything you do not understand, you should contact the housing team or get advice from a Housing Advice Centre, Law Centre, Citizen's Advice Bureau or Solicitor.
- 2.3 By signing this Agreement you now have certain rights and responsibilities. Your responsibilities apply to you, your household and any other person living in or visiting your home, including children.
- 2.4 This Agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:-
- You break any of the conditions in this Agreement. If you do, we will take legal action to make you meet the conditions, or we will ask the court for permission to evict you.
  - We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out. We will provide suitable alternative accommodation in this situation.
  - We need access in accordance with conditions 10.10 – 10.14.
  - You find another home and stop using the property as your main (principal) home.
  - You must move into your home within 28 days of the start of your tenancy unless you have our written permission not to do so.
  - There is any other reason under the Housing Act 1988, the Housing Act 1996 or any other law relevant to the use of the property.

- We can take action to repossess the property if you (or anyone on your behalf) have knowingly or recklessly given false information in order to get the tenancy.
  - We are entitled to possession of the property at the end of the tenancy.
- 2.5 You must tell us if you will be away from the property for more than 28 days at any one time. We will then know that you have not abandoned the property. If you do not tell us that you are going away, you may lose your rights under this Agreement.
- 2.6 You must not knowingly condone or fail to prevent any person doing anything that is in breach of the Agreement.
- 2.7 Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this Agreement and any later amendment or re-enactment of it.

## 3. Our Responsibilities

- We will keep the structure and exterior of your property in repair.
- We will keep all installations for water, gas, electricity and sanitation in repair and proper working order.
- We will keep in repair and proper working order the installations in your property for space heating and heating water.
- We will decorate the outside of your property and any shared parts on a programmed basis.
- We will carry out repairs which we are responsible for, such as repairing or replacing the fixtures and fittings we own.
- We will give you help and advice if you tell us that you are the victim of anti-social behaviour (please see section 7 for further information on what activity is classed as anti social).

## 4. Your Rights

### Tenancy rights

- 4.1 This Agreement gives you the right to live in the property.
- 4.2 You can live in the property without interference from us (except for the obligation contained in the Agreement to give access to our employees or contractors) as long as you, your household, any other person living or visiting the property (including children) do not break any of the conditions in this Agreement. If any of the conditions are broken, we may take legal action against you.
- 4.3 You can take in a lodger, provided you do not grant a sub-tenancy or cause your property to become overcrowded, although you must tell us on request the name and age of the intended lodger and of the accommodation they will occupy. You should also let us know when the lodger moves in and leaves.
- 4.4 You can sublet part of your property, with our written permission. We do not agree to you granting a sub-tenancy of the whole of your home.
- 4.5 You can exchange your property with another housing association tenant or council tenant. You must get our written permission first. We may refuse an exchange if you, or the person you want to exchange with, do not meet certain conditions. If you have exchanged homes with another person and do not have our permission in writing, we may apply to a court to repossess your home. If you offer or accept any money or other financial incentive from another tenant to exchange your home, we may apply to a court to repossess your home.
- 4.6 In certain circumstances you have the right to buy your property (see part 5 of this agreement).

### 4.7 Succession - General

- 4.7.1 If you die, certain people, who are specified in condition 4.8 below may succeed to this tenancy. This condition will not apply if you are yourself a successor, (either in this tenancy or a previous tenancy which we granted). But if you were granted this tenancy following the transfer of your home from Chester-le-Street District Council to us, we will ignore any previous succession that took place whilst your tenancy was with Chester-le-Street District Council.
  - 4.7.2 We will only allow one succession.
  - 4.7.3 In certain circumstances, if the successor is not a spouse or civil partner and if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, we may offer the successor a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession.
- ### 4.8 People entitled to succeed to this tenancy
- 4.8.1 If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.
  - 4.8.2 If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
  - 4.8.3 If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.



- 4.8.4 If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.
- 4.8.5 If inheritance rules mean that the person who should succeed under condition 4.8.3 cannot take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant the person who should succeed under condition 4.8.3 a new tenancy of your home.
- 4.9 You have the right to see information that we hold about you but not where it discloses information about other individuals. We may charge you for copies of these details. You also consent to us holding and processing information that you have provided or has been provided by third parties or will be provided in the future to perform the functions of Cestria Community Housing Association. We will comply with the Data Protection Act 1998.
- 4.10 You have a right to information about the terms of this tenancy agreement, about our repair obligations, our policies on housing and tenant consultation and our performance as a landlord.
- 4.11 Except for the changes in the amounts charged for rent, service charges, Supporting People charges, or where allowed under future legislation, the Tenancy Agreement and these tenancy conditions may only be changed if both you and we agree in writing.
- 4.12 You have the right to be consulted about any changes in housing services that are likely to have a substantial effect on your tenancy. We will involve you or your tenants' or residents' group in local housing issues.
- 4.13 You have the right to start or join a local tenants' or residents' group and we positively encourage you to be involved in making decisions about how we manage the properties and the services we provide.
- 4.14 You agree not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in condition 4.5, or assigning the tenancy to someone that would have been qualified under conditions 4.7 and 4.8 above to succeed to the tenancy if you had died.

## 5. Your Additional Tenancy Rights

5.1 So far as is possible we agree to give you the rights enjoyed by Council Secure Tenants as if Sections 92-101, 104-106 and Schedule 3 of the Housing Act 1985 (and regulations made under those sections) applied to this Tenancy Agreement.

5.2 The following rights are granted in addition to the rights set out in other sections of this Tenancy Agreement following transfer of Chester-le-Street District Council's homes to Cestria Community Housing Association.

### 5.3 Preserved Right to Buy

As long as you qualify under the legislation you have the 'Preserved Right to Buy' your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. If you have a Preserved Right to Buy and you move to another property with Cestria Community Housing Association through transfer or mutual exchange, you will take the Preserved Right to Buy with you.

You will not be able to exercise the Preserved Right to Buy if you live in sheltered housing or other housing that is excluded under the legislation.

#### 5.4 Right to Acquire

You have the 'Right to Acquire' your home under the Housing Act 1996, unless you live in sheltered housing or other housing that is excluded under that legislation. For the avoidance of doubt, you cannot exercise both the Preserved Right to Buy and the Right to Acquire at the same time.

## 6. Paying for your home

- 6.1 Your rent and any other associated charges are due every week on a Monday. It must be paid in the week that it is due. If you wish to pay your rent other than weekly e.g. monthly or fortnightly, then you must pay your rent in advance.
- 6.2 If you are joint tenants, you are each responsible for all the rent, other charges and any rent arrears. We can recover rent arrears owed for your home for any individual joint tenant.
- 6.3 The rent year may be 52 weeks (unless there are 53 weeks in the year) and there are two non-payment ('rent free') weeks during the year. We will tell you at the start of the year which weeks are non-payment weeks.
- 6.4 If you have rent arrears you are required to continue with your rent payments on any 'rent free' week.
- 6.5 If you receive housing benefit, you must tell us immediately of any changes which may affect your entitlement to housing benefit.
- 6.6 When your tenancy ends you must immediately pay any rent, charges or costs which you owe us.
- 6.7 We may use any money which we owe you to pay rent, costs or other charges owed by you under this or any earlier tenancy.

- 6.8 If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from this property and for the court to order you to pay our costs.

#### 6.9 Changing Your Rent

We may increase or decrease the rent on the first Monday in April following the transfer of the housing stock from Chester-le-Street Council to us by giving you not less than one calendar month's notice in writing. The revised rent (excluding any specific service charges) shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the rate of inflation plus one half per cent 0.5% plus £2.08 (based on a 50 week rent year).

"Change in the rate of inflation" means the percentage change in the Retail Prices Index (all items over the 12 month period ending with the date of publication of the figure for the Retail Prices Index for September immediately preceding the rent increase date.)

- 6.10 After the first rent variation under this Tenancy Agreement, we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one month's notice in writing. The notice shall specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year shall be the rent so determined.

**Notes**

We take rent arrears very seriously. If you owe monies on this or a former tenancy and you are having difficulty paying, you must contact us immediately for advice and assistance. We will, if necessary, apply to the court for permission to repossess your home if the arrears are not cleared in an acceptable timescale. **You may lose your home if you do not pay your rent.**

You are responsible for filling in, and sending your housing benefit claim form to Chester-le-Street District Council. You must make sure it is accurate and that proof of identity and income are provided swiftly. Changes in your circumstances, such as if someone moves into or out of your home, may affect your entitlement to housing benefit.

Allowing a friend or a member of your family to use your address as a correspondence address may affect your rent payments and any housing benefit claim. If you are claiming housing benefit and plan to go on holiday, you need to let the housing benefit section know otherwise your housing benefit may stop.

If you are evicted because you do not pay your rent and other charges, any future application for housing with us will be affected.

Further details about how you can pay your rent are in the Tenants' Handbook or ask the housing office.

**6.11 Service Charges (if this applies)**

Where we provide you with services with your property, these will be detailed in this agreement. We have the right to charge you for services we provide to your property.

- 6.12 We may, after consulting the tenants affected, increase, add to, remove, reduce or vary the services provided or introduce new services. Any change may either require you to pay a new service charge or affect the amount of service charge you pay.
- 6.13 We may increase your service charge at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the service provided.
- 6.14 We will give you a summary of what is included in your service charge. You have the right, within six months of receiving your summary, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will cover the cost of any copying.
- 6.15 Each year we will work out how much we are likely to spend in providing these services to you over the coming year. That will be the service charge we will ask you to pay for the year. We will also work out how much we have actually spent on providing these services in the previous year and if we have overcharged you, we will reduce your charge for the coming year.
- 6.16 If we have not charged enough to cover the cost in the previous year, we will increase your new service charge which may be done gradually over a number of years if that would mean a significant increase.
- 6.17 We can only make reasonable service charges for the services that we provide and those services must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or the standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

## Notes:

### Service Charges

Some tenants pay for extra services as part of their rent, e.g. heating and upkeep of communal areas. We will tell you if this applies to you. The services you receive are set out in this agreement in Section 19.

#### 6.18 Former Tenant Arrears and Rechargeable repairs (if this applies)

This paragraph only applies if we have completed the section below. This means that we have allowed you to move to one of our properties when you have rent arrears or rechargeable repairs from a former tenancy.

You must pay us £\_\_\_\_\_ at a rate of £\_\_\_\_\_ a week on top of your rent towards arrears of rent and other sums due to us. This rate may change from time to time if we and you agree.

#### 6.19 Support and Supporting People (if this applies)

We may provide you with support services (excluding personal care) in relation to your home and tenancy. This includes (but is not limited to) the Careline and warden services.

6.20 You agree to accept the level of support services made available to you so that you can maintain the necessary standard of independence, we may charge you for such services.

6.21 The level of services we provide may change as agreed by the Supporting People Commissioning Body. We will consult you and other tenants on your scheme or estate about any changes.

6.22 We may change the Support or Supporting People charge at the same time (although usually this will be at the same time as your rent and service charges) by giving you one month's notice in writing in advance. Any increases (if any) to the Supporting People charge will be made to the levels set by the administering authority, currently Durham County Council.

#### 6.23 Tenants who transfer from Chester-le-Street District Council

If you have any arrears or credit of rent or other charges on your account with Chester-le-Street District Council when this tenancy is granted, we add the amount of any credit or arrears you have to your rent account with us.

6.24 By signing this Tenancy Agreement you are agreeing that we will treat any rent or service charge or support or Supporting People charge arrears that you owe to Chester-le-Street District Council, on your home before the date of this agreement as current arrears.

6.25 We may claim these arrears as if this Tenancy Agreement has not been granted and your old Tenancy Agreement was still in force.

6.26 If you leave your present home to become our tenant in another home:

- a) we will be entitled to use all rent payments made on your new home to pay off any arrears on your old home.
- b) we will also be entitled to use any rent credits you have built up on your old home to cover the rent on your new home.



## 7. Anti-social behaviour

7.1 You are responsible for your own behaviour, members of your household (including children), anyone else living in or visiting your property. This includes responsibility for their behaviour in your property, in shared areas and in the local area.

7.2 You, your household and any other person living in, or visiting the property, (including children) must not:-

- a) do anything which causes, or is likely to cause, a nuisance to anyone in the local area;
- b) do anything which interferes with the peace, comfort, or convenience of other people living in the local area;
- c) harass, threaten, pester or intimidate anyone in the local area, any of our employees, our contractors or agents at any time because of his / her race, nationality, sexuality, gender, religion, age or disability, or for any other reason whatsoever;
- d) abuse, assault or threaten violence against any resident or visitor, any of our employees, contractors or agents, at any time or place;
- e) inflict or threaten domestic violence against your partner, or anyone else living in your home;
- f) use the property for any criminal, immoral or illegal purpose;
- g) be convicted of an arrestable offence committed in your home, or in the local area;
- h) keep illegal or unlicensed firearms
- i) discharge a firearm (including any air weapons) in the property, communal space or any land belonging to Cestria Community Housing Association;

### Note

Examples of anti social behaviour include, but are not limited to the following:-

- Drug and or alcohol abuse;
  - Playing music or making other loud noise, such as shouting, banging doors, dogs barking, or noisy equipment so that it causes annoyance to others;
  - Not keeping pets under control;
  - Dumping rubbish;
  - Entering someone else's garden without being invited by the tenant;
  - Throwing stones;
  - Riding motorcycles, trail or quad bikes anywhere other than the public highway, or designated areas.
- j) Damage or remove any part of the building, fixtures, fittings or any other property belonging to us, our contractor or agents.
  - k) Condone, permit, allow or fail to prevent any member of your household, lodger, sub-tenant and visitor to act in the ways described in paragraphs (a) to (j) above.
- 7.3 Where you or any member of your household, or visitor have breached paragraph (a) to (k) above, we may require you to pay us the cost of repairing any damage or making good the loss.
- 7.4 We have the right to take the following action if you break any of the terms in this section:-
- a) apply for and obtain injunctions (with power of arrest as appropriate);
  - b) take legal action to take possession of your home;
  - c) take legal action to demote your tenancy to one that is less secure;

- d) use Acceptable Behaviour Agreements and work with the Police and Local Authority in securing Anti-Social Behaviour Orders where necessary.
- 7.5 We may not rehouse you in a new home if you are evicted because of anti-social behaviour.

## 8. Furniture (if this applies)

- 8.1 We may rent furniture to you with the property and charge you weekly with your rent. The charge is shown in Section 19 of this agreement.
- 8.2 If you change the furniture package that you rent from us, the corresponding package charge will apply.
- 8.3 You, your household and any other person living in, or visiting the property (including children), must not do the following:-
  - a) Sell, rent or give away any of the furniture. If you do we will take legal action to evict you. We will also ask the court to order you to pay compensation to us for the furniture and our costs.
  - b) Deliberately damage or vandalise the furniture.
  - c) Remove any of our furniture from the property without our written permission.
- 8.4 You must allow our employees and contractors into your property after we have given reasonable notice to inspect the furniture.
- 8.5 You are responsible for reporting any deliberate or accidental damage to our furniture.
- 8.6 You are responsible for the cost of repairing or replacing furniture damaged deliberately or accidentally.
- 8.7 You must report to us immediately any repairs that need to be carried out to the furniture which was caused as a result of a fault or through fair wear and tear.
- 8.8 You must keep our furniture clean and in a good condition. We may charge you for damaged or missing items.

### Note

You will be asked to sign a list showing which items of furniture you are renting from us.

It is theft to sell, rent or give away our furniture. The Police will be informed in the event of such theft.

We recommend that you insure the furniture we rent to you on your household insurance.

## 9. Using the property

- 9.1 You, your household or any other person living in, or visiting the property (including children), must not use the property other than as a private home without our written permission.
- 9.2 You are responsible for insuring the contents of your property. We are not responsible for loss or damage to your possessions.
- 9.3 You must not use your home (including any garage or garden) or shared area for any trade or business without our written permission.
- 9.4 You are responsible for obtaining any necessary planning and other consents before asking for our written permission.
- 9.5 We will not refuse permission unless we feel that the nature of the business is likely to cause nuisance and annoyance to other people, or cause damage to the property.
- 9.6 You must not display any sign or notice about your business on the property or in communal areas.
- 9.7 If there are any communal areas, you must use them with due regard for the convenience and safety of others.
- 9.8 If the property has access via a communal door, the communal door must never be 'propped open' to allow open access.

**Note**

If, after we have given our permission, the business causes a nuisance, our permission will be withdrawn and you will be requested to cease operating the business from your property. Reasonable notice will be given in this instance.

**10. Repairs and maintenance****Your rights**

- 10.1 You have the right to have certain repairs carried out to your home if you tell us what needs doing. More details on this right to repair and what works qualify for it can be found in the Tenants' Handbook.
- 10.2 There are set timescales for these qualifying repairs and you have the right to compensation if these are not done on time.
- 10.3 In certain circumstances you have the right to ask us to get a second contractor to carry out these repairs. This may happen if the repairs are our responsibility but they have not been completed within the set timescales. Details of which repairs qualify, the timescales, and compensation under this right to repair are available from us.
- 10.4 You have the right to make improvements, alterations and additions to your home but you must get our written permission first. These will include, but are not limited to:
- a) making any structural changes or additions to the property
  - b) erect a shed, garage or any other external construction
  - c) remove, add or alter any part of a fence or garden wall
  - d) add to, change or replace any fixtures and fittings provided by us
  - e) put up a satellite dish or other amateur radio aerial

- f) alter any gas, electrical heating or water installations including having a water meter installed
  - g) installing a hardstanding
- 10.5 All work must be carried out to a competent standard. All gas and electrical work done at the property must be carried out by a qualified contractor.
- 10.6 We must be satisfied with the improvements or alterations and we may inspect them. If the work does not meet the required standard we will ask you to, either carry out additional work, or to reinstate the property back to its original state.
- 10.7 You have the right to receive compensation for qualifying improvements that you make to the property on leaving your tenancy. Details of which improvements qualify for compensation are available from us.
- 10.8 We will insure your home (buildings only and excluding fixtures, fittings and contents) for such sum and against such risks as we (acting reasonably) believe appropriate.

**Our rights**

- 10.9 We have the right to move you if your home needs to be empty for major work to be carried out. If we need to move you for this reason, we will provide alternative accommodation.
- 10.10 We have the right to gain access to your home to inspect, clean or repair neighbouring dwellings or any sewers, drains, pipes, wiring, ducts for central heating or cable serving neighbouring dwellings.
- 10.11 You must allow us or our agents to enter the property at all reasonable times to inspect its condition, do any repairs or improvements, service your appliances (particularly annual gas servicing) or to carry out work we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk.

- 10.12 We will give you at least 24 hours advance notice that we need to enter the property and all our employees or our agents will carry formal identification at all times.
- 10.13 Authorised employees may need to enter your home without notice in an emergency, using reasonable force if necessary, if we feel there is a risk of personal injury or damage to the property. Immediate access may be required in your absence. We will leave your property secure.
- 10.14 If you prevent us from gaining access to your property, we will charge you for the cost of getting into your property and repairing any damage caused.
- 10.15 We have the right to make good and charge you with the cost of any repair needed due to neglect, negligence or wilful damage by you, your household or your visitors.
- 10.16 Your repair responsibilities**
- You are responsible for minor repairs to your home necessary to keep the property in a tenant-like manner. Minor repairs include but are not limited to:
- a) replacing electrical appliances, fuses and light bulbs.
  - b) replacing batteries in smoke alarms.
  - c) maintaining a garage, driveway or shed which has been constructed by you or previous tenants where you have accepted responsibility for these.
  - d) clearing outside gullies.
  - e) lost or additional keys.
  - f) re-glazing (for example in windows and doors).
  - g) repair minor plastering cracks.
  - h) secure loose screws on doors, gates, windows, and woodwork.
  - i) provide locks to outbuildings or garden gates.
- 10.17 You are responsible for the repair, renewal or replacement of any items which are damaged by you, your friends and relatives, pets, or any other person living in, or visiting the property including children. This includes accidental damage, intentional damage, those which arise due to neglect or misuse, and criminal damage.
- 10.18 In the event that we send you a written notice to carry out work arising from 10.17 above, you must do the repair to our satisfaction and within a reasonable time. If you do not do the work, or if your repairs do not meet our standards, we may carry out the work and charge you. You must pay the charge in full within 28 days of receiving the bill, unless we have agreed a different payment method with you. In an emergency, we may carry out the work without notice and charge you for it.
- 10.19 You are responsible for plumbing in your washing machine / dishwasher and for repairing any extra pipe-work.
- 10.20 You are responsible for decorating the inside of the property and maintaining it in a neat and tidy condition.
- 10.21 You are not allowed to artex walls or ceilings or fix polystyrene tiles to ceilings or walls.
- 10.22 You must not decorate the outside of your home unless you have our written permission to do so.
- 10.23 You must report immediately any repairs that we are responsible for.
- 10.24 You must report immediately any repairs concerning blocked drains, leaks from the toilet, wash hand basin, baths, or other overflowing or problems with water; structural defects; gas, electricity, fire appliances or pipe-work.



- 10.25 If you have caused a blockage by not using the drains properly, we will charge you for any work required to unblock the drain.
- 10.26 You are responsible for charges for any repairs which are necessary because you did not report another associated repair to us.
- 10.27 Only emergency repairs should be reported outside normal office hours. If you report a repair to the out of hours service which could not reasonably be classified as an emergency, we will charge you for the extra cost of doing the work outside normal hours.
- 10.28 You are responsible for using the right type of solid fuel for your fire. You must make sure that if your chimney is in use, it is swept at least once every 12 months.
- 10.29 You must keep external air brick and internal vents free from any obstruction.
- 10.30 You must prevent excess condensation through the misuse of domestic appliances such as a poorly vented tumble drier.
- 10.31 You are responsible for repairing and maintaining all improvements, fixtures and fittings you have installed at the property.
- 10.32 We will inform you if the improvement will become our property when you move out. If you take the installations with you when you move, you must put the property back to the way it was before you improved it. If you don't, we will charge you for the work.
- 10.33 You must take all reasonable steps to prevent water pipes being damaged by frost. You will be charged for damage occurring due to neglect.
- 10.34 You must keep communal areas (including communal halls, staircases, landings, lifts, balconies, passageways, gardens, paths and surrounding open spaces) free from obstructions and in a clean and tidy condition.
- Our repair responsibilities**
- 10.35 We will keep the structure and outside of your home in a reasonable state of repair and proper working order. This includes:
- drains, gutters, outside pipes and the roof;
  - outside walls, outside doors, window sills, window catches, sash cords and window frames, including necessary outside painting and decorating;
  - inside walls, floors, ceilings, doors and doorframes, but not inside painting and decorating;
  - chimneys, chimney stacks and flues, but not including chimney sweeping;
  - front paths, steps or other access points we own; and
  - garages and stores that are part of the property; and
- 10.36 We will keep in working order any installations we have provided for supplying water, gas or electricity, and for heating, hot water and sanitation. This includes:
- basins, sinks, baths, toilets, flushing systems and waste pipes, but not plugs, chains or toilet seats;
  - electric wiring, including sockets and switches
  - central heating systems, gas and water pipes, water heaters, fireplaces, and fires that we have fitted.

10.37 We will carry out any repair work that is our responsibility within a reasonable time of receiving your report. You can get details of our repair timescales from us.

10.38 We will take reasonable care to keep shared entrances, hallways, stairways, lifts, passageways, rubbish chutes and other shared areas (including their electric lighting) which are our responsibility, in reasonable repair. We will make sure that they are fit for you, other occupiers and visitors to your home to use.

10.39 We will paint the outside of your home and any shared areas as often as necessary.

### Notes

If you smell gas, you should contact Transco immediately on 0800 111 999.

A competent and qualified contractor is a CORGI registered gas engineer, a NICEIC approved electrical contractor and a FENSA registered window installer.

## 11. Care of the Property

11.1 You are responsible for making sure that:-

- a) the property is kept free from infestation and vermin;
- b) the property is kept clean and tidy.
- c) all shared areas, stairways, halls and landings are clean and free from obstruction. You must not leave any personal belongings or rubbish in these areas. You will be charged for removal if we have to do this on your behalf;
- d) neither you nor anyone living with or visiting you causes graffiti to your home or any communal areas or any other property of ours;
- e) rubbish is not dumped but safely and securely wrapped up and disposed of appropriately;

- f) you pay all gas, electricity, Council Tax, water, sewerage and telephone charges relating to your home;
- g) you check the outside of your property on a regular basis to include footpaths, fencing, guttering and garden areas and report any faults;
- h) you do not block any roads, joint driveways, access ways or footpaths so as to prevent the emergency services or residents from gaining access to your home or the homes of others;
- i) noise in communal areas is kept to a reasonable level to avoid causing nuisance to your neighbours;
- j) communal entrance doors are not jammed open and that strangers are not admitted to the building without identification;

11.2 You will be charged for any work we need to do on your behalf to remedy any breach of conditions (a) to (j) above.

11.3 You are responsible for the actions of your household, pets and any visitors to your property in relation to caring for your home, whether you are aware of their actions or not.

## 12. Health and safety

12.1 You must not do the following in your property, garden or communal areas:-

- a) Use portable oil, paraffin or gas cylinder heaters;
- b) Store petrol, diesel, paraffin, gas or other flammable materials (except normal household products);
- c) Keep motorcycles or vehicle parts inside the property (See Section 15);
- d) Keep welding equipment within your property;
- e) Store any equipment which is powered by petrol, diesel or paraffin, except lawn mowers and garden strimmers;
- f) Interfere with any equipment for detecting or putting out fires in the property;

- g) Do anything in the property which may cause a danger to anyone in the property or in the local area;
  - h) Allow anything to drop from the windows of the property or from balconies or roofs;
  - i) Leave used syringes and other sharp items in areas where people in the local area may come into contact with them. You must dispose of used syringes safely.
  - j) Place anything on a window ledge, balcony or roof which could be a danger to anyone living in the property or local area. You may not light barbeques on a balcony or roof.
- 12.2 You are responsible for the actions of your household, pets and any visitors to your property in relation to health and safety for your home, whether you are aware of their actions or not.

### Notes

Take extra care when using chip pans and deep fat fryers, **do not leave them unattended** and keep out of children's reach when in use or being stored.

Do not leave candles unattended. Place them on fire retardant surfaces away from flammable material.

Always keep matches and lighters out of children's reach.

## 13. Pets

- 13.1 If you live in a house or bungalow, or in a flat or maisonette which has its own private entrance directly from the outside you may keep pets in your home providing that they are well cared for and kept under proper control and you comply with condition 13.4.
- 13.2 If you live in sheltered accommodation you may not keep a cat, dog or other large pets.
- 13.3 If you live in a flat or maisonette which has a shared or communal entrance then you may keep no more than one cat or small dog subject to first obtaining our permission which will not be unreasonably withheld.
- 13.4 You must not keep, at your home or on any land owned by us, without our written permission:
- a) more than two domestic pets.
  - b) any animal that is classed as wild or dangerous by law.
  - c) any livestock (for example, horses, donkeys, goats, pigs, or poultry).
- 13.5 You must not breed any animals or birds at the property.
- 13.6 You must not build a pigeon cove or aviary to keep birds in your garden. You should not keep pigeons at your property. The keeping of a small caged bird is allowed within the property.
- 13.7 You must not keep or allow to be kept, at or near your home, any animal which causes nuisance to other people.
- 13.8 You must not allow anyone to bring any animal to your home that causes nuisance to other people.
- 13.9 You must not allow your pets to foul any property, garden, or communal area, footpaths, play areas and grassed areas in the locality. You must remove and dispose of faeces hygienically and responsibly.
- 13.10 Where you do not comply with the above conditions, we reserve the right to withdraw any permission given and to ask you to permanently remove any animal which we consider is unsuitable.

## 14. Gardens

- 14.1 You must keep all garden areas neat and tidy.
- 14.2 You must not put a greenhouse, garage or shed on your property without our written permission.
- 14.3 You must not plant large types of trees without our written permission.

- 14.4 You must not allow any hedge to exceed two metres in height or overhang the boundary of the property.
- 14.5 You must not store rubbish, furniture (except garden furniture), appliances or untaxed vehicles in the garden area.
- 14.6 You must not cut down, remove, trim or prune any trees or shrubs planted by us, or cultivate gardens or open plan estates without our written permission.
- 14.7 You must not affix barbed wire, broken glass or other material on the property which may cause personal injury.
- 14.8 You must not light fires (except barbecues) in gardens or shared areas.
- 14.9 You must not alter the existing boundary of your home.
- 14.10 You are responsible for the provision, repair and maintenance of any fence, wall, hedge or other structure that divides the garden of your property from that of an adjoining property that is owned by Cestria Community Housing Association where we have notified you that you are responsible at the start of this tenancy or where we have agreed to provide or replace a boundary structure and have notified you that you will be responsible for it in future.
- 14.11 You are not responsible for the provision, repair and maintenance of any fence or wall that marks the boundary of your property from any adjoining property that is not owned by Cestria Community Housing Association or other land. Where the boundary is a hedge or other vegetation, you are responsible for its maintenance.

- 14.12 We reserve the right to take legal action against you for any breach of the agreement or we may enter the property and do any work we think necessary. You will be given seven days notice that we will be doing this work and you may be charged for any work we have to do.

## 15. Vehicles

- 15.1 You, your household and any other person living in, or visiting the property, (including children) must not do the following:-
  - a) park any vehicle or trailer anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb and access crossing.
  - b) park or drive any vehicle on open plan areas, footpaths or grass verges.
  - c) build a parking space, garage or drive without our written permission.
  - d) park any motor home, caravan, boat or business vehicle over one ton in weight at the property, or on any other land owned by us.
  - e) undertake, or allow to be undertaken on or at the property, any customising or construction of, or any repairs or maintenance (other than minor repairs) to any vehicle whatsoever.
  - f) receive any type of payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we will ask you to prove that you own the vehicle.
  - g) keep or allow to be kept on the property, or on land belonging to us, any vehicle which is not in a roadworthy condition. If you do, we will give 24 hours notice, remove the vehicle and you will be charged for the removal of the vehicle.



- h) cause nuisance by excessive running of an engine of any vehicle or by using noisy machinery or tools.
- i) keep motorbikes or vehicle parts inside the property, in shared areas, or on land belonging to us.
- j) park vehicles in a way which causes an obstruction to other road users, including emergency services vehicles.
- k) allow anyone, other than your family, relatives, visitors and friends to park on the property.

## 16. Ending your tenancy

### Part A

You may end your tenancy with us by giving us notice.

- 16.1 You should give us one month's notice in writing ending on a Sunday that you want to leave the property and provide us with a forwarding address and contact telephone number.
- 16.2 You must pay all rent and other charges up to the date your tenancy ends.
- 16.3 You must hand the keys in to us no later than noon on the Monday following the end of your tenancy. If you do not hand in the keys until after this time, then we will continue your tenancy and charge you rent and other charges until the Sunday following when you return the keys or until we repossess it.
- 16.4 We will charge you with the cost of replacing the locks at the property if you do not return at least two keys for each door lock.
- 16.5 You must remove all your furniture, belongings and personal papers from the property. We will dispose of any items you leave behind after you have handed in the keys and will charge you for this work.
- 16.6 You must remove all rubbish from inside and outside the property and leave the property clean and tidy for the next tenant. We will charge you if we have to clean the property.
- 16.7 You should report all repairs that are needed at the property and replace or repair broken items for which you are responsible. If you do not, we will carry out the work and charge you for doing so.
- 16.8 You must make sure all fittings and fixtures you have installed, and which you are leaving in the property, have our written permission and are in good working order.
- 16.9 You must make sure all fittings and fixtures you have installed, and are removing from the property, are replaced with the existing fittings before you leave. If you do not we may carry out the work, and if so, will charge you for doing so.
- 16.10 You should remove any greenhouse(s), shed(s), kennel(s) etc., before leaving the property and must reinstate the land to our satisfaction. If you do not we may carry out the work, and if so, will charge you for doing so.
- 16.11 You must allow us to enter the property, after we have given reasonable notice, to inspect the property and show possible new tenants around the property before the end of your notice period.
- 16.12 You must not leave anyone else in the property when you leave. If you do leave anyone in the property they will be treated as an unlawful occupier and will be served with a 28-day Notice to Quit. They will be charged occupancy charges while they are in the property.

16.13 If the tenancy ends because the tenant has died, the tenancy can be ended on the Monday following the death of the tenant if the property has been fully cleared of all furnishings, possessions and effects.

16.14 If you are a joint tenant the whole tenancy ends if you or the other joint tenant ends the tenancy. We will then decide whether to create a new tenancy for the tenant who is left, or offer them another property, or request that they leave the property. You will not have an automatic right to continue living in the property if a joint tenant has moved out. The tenancy may not be granted if there is any money owing to us from the tenancy.

## Part B

We may take action to end your tenancy or take other legal action in certain circumstances:

16.15 If the tenancy stops being an assured tenancy, we may end it by giving you 28 days notice in writing.

16.16 As long as you are an Assured tenant, we can only end the tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).

a) The court will only make an order if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the court considers it just and equitable to dispense with service of such a notice.

b) We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the Court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 18 of this Tenancy Agreement.

c) We may apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

Information on what these grounds contain is available on request. If we intend to seek a demotion order we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.

d) If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you one month's notice in writing unless:

- we are using grounds 14 or 14A when the notice may be less than one month; or
- we are using grounds 7, 9 or 16 when we will give two months' notice; or
- the Court has allowed us to go ahead without serving notice on you.

e) If this tenancy has been demoted, we may ask the Court to make a possession order under the other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.

f) We reserve the right to seek injunctions to require you to comply with, or to stop you breaking your obligations under this Agreement. This may be in addition or as an alternative to any possession proceedings under the grounds referred to in Section 18 of this Agreement.

16.17 Following repossession of your property, we will store any belongings left in the property for a minimum of 28 days. We will charge you for this storage. If we are unable to contact you, or if you do not collect the belongings, we may :

- a) sell them and use any money we get towards any of your unpaid rent or other charges;
- b) dispose of them and charge you for any expense we incur for doing this.

16.18 We will not be responsible for any loss or cost that you incur due to the removal, storage, sale or disposal of items.

## 17. Notices, permissions and customer care

### Notices

17.1 Cestria Community Housing Association is a Registered Social Landlord registered with the Housing Corporation under Section 3 of the Housing Act 1996 and has a registered address of:

**Cestria Community Housing Association Limited**  
(address to be inserted here)

This gives notice to you of our address as required by law (section 48 Landlord and Tenant Act 1987)

17.2 If you want to serve a notice on Cestria Community Housing Association including notices in legal possession proceedings and any other communication arising out of this Tenancy Agreement, this address should be used.

17.3 If we want to serve a notice on you, we will consider it to have been served:

- a) If handed to you or any other joint tenants or any other resident adult at your home;
- b) If sent by registered post or recorded delivery to your home, whether you or anyone else is living at the property or not;
- c) If inserted by hand through the letterbox or fixed to the front door or other prominent part of your home;
- d) If sent by registered post or recorded delivery to your last known address.

17.4 We will assume that you have received all letters and notices within 72 hours if we have posted them, or within 24 hours if they were delivered by hand.

### Notes

We will consider your last known address to be the property this agreement is for unless we receive information that indicates that you are residing at another address or you tell us you have moved.

### Permissions

17.5 When any term of this agreement states that you need to get our written permission, you must ask for this permission from us at our registered address in 17.1.

### Notes

We will not unreasonably refuse permission for improvements but we may impose conditions. If we refuse, we will always write and tell you why.

If we give written permission for structural changes (including the fitting of satellite dishes), you may still need to get planning permission before the work is started and comply with building regulations. You are responsible for getting the necessary permission.

We may withdraw our permission if a nuisance is caused, or if the alteration or addition becomes unsightly or a danger, or if the structure of the property is damaged.

Permissions are not only to safeguard the property, but also to make sure that any permission given does not result in an injury to you or any other person.

## Customer care

- 17.6 We will be polite and friendly and treat you with respect at all times. We will act reasonably and fairly in accordance with our equal opportunities and diversity policies. You should treat us in the same manner.
- 17.7 We operate a formal complaints procedure to allow any complaints to be fully investigated.

### Notes

We are regulated by the Housing Corporation which means that we must work to any guidance on housing management practice and performance standards issued by the Housing Corporation with the approval of the Department for Communities and Local Government and the Housing Corporation's Resident Charter for Housing Association Applicants and Residents.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

If you feel that we do not meet our responsibilities given in this tenancy agreement, you can do the following:-

- Make an appointment to speak to your local Estates Services Officer;
- Use our formal complaints procedure. Details are available from the housing office.
- Take us to court. You should get advice from the Citizens' Advice Bureau, a solicitor, a Housing Advice or Law Centre.
- Complain to the Independent Housing Ombudsman although you must first try to resolve your complaint through our complaints procedure.

Further information is given in the tenants' handbook.

## 18. Schedule 2 of the Housing Act 1988 – Grounds for Possession of Dwelling Houses Let on Assured Tenancies

### 18.1 Part I Grounds on which Court must Order Possession

#### Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than 12 months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the Court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purpose of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, your home which you are let or any other term of the tenancy. We will not use this ground if the person who inherits the tenancy is your wife, husband, partner, or a member of your family who is entitled to it under condition 4.7.

### 18.2 Part II Grounds on which Court may Order Possession

#### Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect. We will only seek to recover possession of your home on this ground if in addition we can show that:



- a) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
- b) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or
- c) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or
- d) your home is overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or
- e) premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property.

**Ground 10**

Some rent lawfully due from the tenant:

- a) is unpaid on the date on which the proceedings for possession are begun; and

- b) except where subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

**Ground 12**

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

**Ground 13**

The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

**Ground 14**

The tenant or a person residing in or visiting the dwelling house:

- a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- b) has been convicted of:
  - (i) using the dwelling house or allowing it to be used for immoral or illegal purposes; or
  - (ii) an arrestable offence committed in, or in the locality of, the dwelling house.

### Ground 14A

The dwelling house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and:

- a) one or both of the Partners is a tenant of the dwelling house
- b) the landlord who is seeking possession is a Registered Social Landlord or a Charitable Housing Trust;
- c) one Partner has left the dwelling house because of violence or threats of violence by the other towards:
  - (i) that Partner, or
  - (ii) a member of the family of that Partner who was residing with that Partner immediately before the Partner left; and
- d) the court is satisfied that the Partner who has left is unlikely to return.

For the purposes of this ground “Registered Social Landlord” and “member of the family” have the same meaning as in Part 1 of the Housing Act 1996 and “Charitable Housing Trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

### Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

### Ground 16

The dwelling house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment. For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

### Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

- a) the tenant; or
- b) a person acting at the tenant's instigation.

**Assured Tenancy Agreement**

This Tenancy Agreement is between Cestria Community Housing and you, the tenant(s)

(Full names) 1. ....  
2. ....  
3. ....

For a property at .....

Tenancy start date (Monday) .....

Property Type .....

Number of keys to the property: Front door  Back door

**Services provided for which a service charge may be made**

**Rent Details**

Your weekly rent is made up of the following charges:- £

Net Rent .....   
Water Rates .....   
Support Charge .....   
Service Charge (please specify) .....   
Other Charge (please specify) .....   
Total Rent (per week) .....

**Declaration:**

I have read and understood the terms and conditions of the Tenancy Agreement. I understand that I should not sign it unless I am happy to be bound by its terms as by signing it I accept this tenancy on the terms and conditions set out in this agreement. I understand that failure to keep to the terms and conditions may result in legal action being taken by Cestria Community Housing Association.

**Tenant's Signature(s):**

1. .... Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
2. .... Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
3. .... Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Officer's Signature (On behalf of Cestria Community Housing)**

3. .... Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For office use only**  
House Ref: ..... Rent Card No: .....  
Secondary Check:.....

# YOUR RESPONSE AT THIS STAGE – THIS IS NOT THE BALLOT

1. On the basis of the information you have received so far, what are your views on the Council's transfer proposal?

In favour of transfer

Not in favour of transfer

Not sure/need more information

2. Please use the space below to describe what you like or dislike about the proposal and any views you have on how it could be improved.

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3. If you would like someone from the Council to contact you, please write your name, address and telephone number below.

Name:

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Address:

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Telephone:

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Please return this reply form to reach the Council by noon on  
**Monday 5th February 2007.**

Remember, this is **NOT THE BALLOT**. The Council simply wants to hear your views at this stage.

A Pre Paid envelope is enclosed





PRODUCED BY CHESTER-LE-STREET DISTRICT COUNCIL