

# **Durham County Council's Stock Transfer Proposal**

## **Introduction**

### **Contents**

- Statement from the Customer Working Group
- Introduction to the Offer Document
- Looking to the Future - Background to the transfer
- A New Landlord - Introduction to the County Durham Housing Group
- Rents
- Rights and responsibilities
- Repairing Your Home
- Improving Your Home
- Improving Your Neighbourhood and Strengthening Communities
- Improving Access to Services
- Building New Homes
- Next steps
- Tenancy agreement
- Glossary of Terms

**Statement from the Customer Working Group**

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## **Section 1: Introduction to the Offer Document - What is this document about?**

This document is about the future of your home. It is very important that you read it carefully.

Durham County Council is currently your landlord, but it uses three different organisations to manage its homes and provide housing services to you. These organisations are:

- Dale & Valley Homes Limited – providing Council housing services to over 6000 tenants in the west of the County Durham, in the former district of Wear Valley.
- Durham City Homes – providing Council housing services to over 8000 tenants living in Durham City and surrounding areas.
- East Durham Homes Limited – providing Council housing services to over 10,000 tenants living in East Durham.

The Council proposes to transfer the ownership and management of all of its homes in each of the areas with Council housing to the County Durham Housing Group Limited in March 2015 who would immediately transfer ownership over to Durham City Homes, East Durham Homes and Dale & Valley Homes. The new landlords and the County Durham Housing Group Limited (as the not for profit parent organisation) would then work together as the new County Durham Housing Group, a group of non profit making landlords.

The Council has made this decision because the way council housing is paid for in England has changed. As a result, the Council is unable to borrow significant sums of money to invest in homes, neighbourhoods, services and in building lots of new homes after this year. The Council proposes to transfer its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes because if they become landlords they would not be subject to the same financial restrictions as the Council. You have told us that you want your local organisation to become your landlord because you think they do an excellent job and you want them to continue to provide housing services to you in the future. This would only happen if tenants vote for the proposal in a ballot. If a majority of tenants don't support the proposal, the Council would merge Durham City Homes, East Durham Homes and Dale & Valley Homes into one organisation.

If transfer goes ahead, the new landlords would become part of the new County Durham Housing Group which would be the largest housing and regeneration organisation in County Durham. The new group would be able to invest in improving homes, services and the look and feel of neighbourhoods which will contribute to growing the county's economy, protect existing jobs and create over a thousand more.

This document sets out what the Council hopes to do and why. It explains how the transfer would affect you and how it could benefit you, your home and neighbourhood and the housing services you receive as well as County Durham as a whole.

### **How was the document developed?**

The Council has worked with the Customer Working Group, a large group of tenants from across the county and with the staff and Board members of Durham City Homes, East Durham Homes and Dale & Valley Homes to develop and approve this document. The Council has also used the responses you gave to a detailed satisfaction survey in 2013 and the findings of numerous conferences and meetings with tenants and the home visits undertaken last year. All consultation has involved Open Communities (Independent Tenant Adviser) to ensure that you are provided with independent and impartial advice on the future of your home.

### **How can I comment on this document?**

A clear process of consultation on the transfer proposal is set out by the Government which the Council must follow.

This document represents the first stage in the formal consultation process. It is called an Offer Document and it sets out what transfer would mean for you. It provides information about the transfer proposal and asks for your feedback. Please read this document. You can comment on the Offer Document using the free post reply card which is included in this pack. Please return your reply by midday on Monday 7 July 2014.

Once the Council receives feedback on the Offer Document, it will decide whether to make any changes to the promises it has described in this Offer Document. The Council will also decide whether or not to go ahead with a ballot of all tenants on the proposal to transfer the ownership of all its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes via the County Durham Housing Group Limited to create the County Durham Housing Group.

If the Council decides not to go ahead with the ballot the transfer process would stop and the transfer proposal would go no further.

If the Council decides to go ahead with the ballot, you would be sent a letter called the "stage two letter". This letter would tell you about any significant changes that have been made to its transfer proposal following the responses received as part of stage one of the consultation and that the Council has decided to proceed with the ballot. It would also explain your right to make representations to the Secretary of State.

## **How would the ballot work?**

A confidential ballot would be organised by an independent organisation called Electoral Reform Services. Every secure and introductory tenant would have a vote on the transfer proposal. This means that joint tenants would each have a separate vote. The Council and the proposed new landlords would not know how you have voted.

The council and the Secretary of State must be satisfied that a majority of tenants support the proposal. The transfer could go ahead if a majority of tenants who vote in the ballot vote in favour of the transfer proposal. If a majority of tenants who vote in the ballot vote against the proposal the transfer would not happen and you would remain a Council tenant.

It is very important to use your vote in the ballot. If you do not vote in the ballot you will miss an opportunity to express your view on the Council's transfer proposal. An unused vote will not be counted for or against the transfer proposal.

After the ballot the Council would inform all tenants of the ballot result. If the ballot result is in favour of the transfer, and the Council agrees to proceed, the Council would inform you how further representations can be made to the Secretary of State. The Council must ask the Secretary of State to give consent before the transfer can take place. The Secretary of State would not be obliged to grant consent but a majority vote in favour of the proposal is likely to be a strong influence on the decision.

The Offer Document represents the first stage in the formal consultation process. You have until midday on the 7 July 2014 to let the Council know your views on the Offer Document. The Council will consider tenants views and decide if any changes are needed to the Offer Document as a result. The Council will then write to you to advise you of its decision and let you know whether or not it will proceed with the ballot.

## **What is the timetable for consultation on the transfer proposal?**

The timetable for consultation is:

- Issue of Offer Document to all secure and introductory tenants – June 2014
- Council considers responses and requests for clarifications and makes a decision on changes to the Offer Document and whether to proceed to the second stage of consultation and the ballot – July 2014
- If the Council decides to go ahead, the Council would write to all secure and introductory tenants advising them of their decision and to explain the ballot process – July 2014
- Ballot of all secure and introductory tenants is undertaken – July/August 2014

- Council notifies all secure and introductory tenants of the ballot result – August/September 2014

## **Getting in Touch**

There are lots of ways to get in touch and ask for advice or further information on the Council's proposal to transfer its homes or the contents of the Offer Document. You can contact:

- Open Communities, Independent Tenant Adviser for independent and impartial advice on the future of your home on **Freephone 0800 073 1051** Open Communities work for tenants and not the Council and will give you a completely independent view.
- The Council's Housing Directions Project Team for more details on the Council's proposal and to ask questions about the Offer Document and next steps on Tel: 03000 264902 or e-mail [housingdirections@durham.gov.uk](mailto:housingdirections@durham.gov.uk)
- You can also visit [www.yourhomeyourchoice.info](http://www.yourhomeyourchoice.info) for further information.
- Facebook information and Twitter to be included here.

## **KEY FACTS :**

- The Council believes that transfer is the best way forward for you, your home and your neighbourhood.
- Transfer will not go ahead if tenants do not support it.

## **Section 2: Looking to the Future - Why is the Council proposing to transfer its homes?**

60 second summary:

- In 2012 the Government changed the way council housing is paid for in England. As a result, the Council is unable to borrow significant sums of money to invest in homes, neighbourhoods, services and in building new homes for rent after this year.
- If the council was to transfer ownership of its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes the new landlords would have funding in their business plans to:
  - Provide investment in improving homes, neighbourhoods and services over the next thirty years.
  - Provide investment in improving homes across the County to meet a higher standard than currently delivered.
  - Improve the appearance of neighbourhoods.
  - Protect existing jobs and create new jobs, apprenticeships and training opportunities.
  - Deliver more varied services than currently offered to support tenants in living happily and independently in their homes for as long as they wish to.
  - Build different types of new homes across the County to meet changing needs.
  - Keep Durham City Homes, East Durham Homes and Dale & Valley Homes and make them landlords.

This section of the Offer Document sets out why the Council is asking you to consider this change; and makes the case for change.

### **What stock transfer would mean for you?**

The Council wants you to continue to receive excellent housing services and live in a comfortable, high quality home in a safe and modern neighbourhood. Unfortunately, the Council's ability to afford the services and improvements that you say you want is restricted by the financial rules within which the Council has to work. The way Council housing is paid for in England changed in 2012, allowing the Council to keep all of the rents and services charges it collects from you to invest in the things you say are important. However, to make the change possible, the Government also allocated the Council £240 million of housing debt, which its business plan services over the next thirty years. The Government's borrowing rules mean that the Council is unable to borrow enough money to provide the investment needed in homes, neighbourhoods and services after this year.

The Council has worked with tenants, staff, Board members and Councillors to understand how changes to Council housing finance; the amount of debt it has and

restrictions on its access to borrowing could impact on how money is spent on neighbourhoods and Council housing services over the next thirty years. The Council asked a Steering Group, made up of tenants, staff and Councillors to look at the options available for the future financing, ownership and management of Council housing in County Durham and make a recommendation to the Council on the best option for the future of its homes.

This Group led consultation with all tenants, staff and other partners. The consultation included over 2,500 people and focused on finding out priorities you want for the future of your home, neighbourhoods and services. During the consultation, you asked the Council to make sure that:

- More money is invested in improving your home, neighbourhood and the housing services you receive.
- The investment already made in homes is safeguarded, so homes don't deteriorate again and future improvements are of an even higher quality.
- Neighbourhoods are upgraded to a higher standard and are more suited to modern lifestyles.
- Jobs are created and the County's economy grows as a result of greater investment in housing and neighbourhoods, creating more opportunities for learning, training and employment.
- More new homes are built to meet changing needs and for growing families.
- Change is inevitable, but is kept to the minimum. The excellent work of Durham City Homes, East Durham Homes and Dale & Valley Homes must continue and should remain as the main providers of housing services in the areas they are already operating in.

The Steering Group looked at these priorities and checked them against the money available to the Council to invest. The Steering Group found that if the Council continues to own homes and face restrictions on its ability to borrow, it would not have enough money to invest in the things you said are most important to you. Instead, the Council would have to plan and prioritise how it spends its money very carefully. Some investment, particularly in improving the appearance of neighbourhoods and in making them suitable to modern lifestyles would be delayed. The Council would have to make savings in the way it manages its homes and this would mean a big change as the Council would merge Durham City Homes, East Durham Homes and Dale & Valley Homes into one organisation to save money to invest in homes and neighbourhoods. The Council would not have enough money to build large numbers of new Council homes and an important opportunity to create jobs and grow the County's economy would be lost.



## **The Case for Change**

The Steering Group considered the findings of the consultation and recommended to the Council that the best option for the future of Council homes, neighbourhoods and housing services would be if the Council handed the ownership of its homes to another landlord that does not face the same financial constraints as the Council. As Durham City Homes, East Durham Homes and Dale & Valley Homes are doing an excellent job in providing housing services to tenants across the County, the Steering Group recommended that the Council hand ownership of its homes to them.

This would mean that Durham City Homes, East Durham Homes and Dale & Valley Homes would become landlords to tenants living in the areas they currently manage. They would work together as a group with a new parent organisation (the County Durham Housing Group Limited) to make up the County Durham Housing Group, which would aim to make sure the maximum amount of money, can be raised for investment in the things you have said are most important to you.

The Council believes that transfer to Durham City Homes, East Durham Homes and Dale & Valley Homes (via the County Durham Housing Group Limited) is the best way forward. The transfer would provide lots of opportunities to improve homes, neighbourhoods and services while protecting your key rights as a tenant. However, it is for you to decide what you want to see happen in the future.

## **What would stock transfer mean for tenants?**

The proposed transfer aims to safeguard the future of your home and neighbourhood and provide a variety of excellent services to support you in living happily in your tenancy. If the transfer happens, your new landlord would:

- Be created with help of the Council, but would be independent of it.
- Have funds set aside in its Business Plan to provide you with a greater choice in high quality services.
- Be an organisation that you know well, not a “for profit” landlord or an existing housing association from elsewhere in the County, the region or the country.
- Be non profit making, which would mean it would not pay any profits it makes to shareholders. Your new landlord would exist for the benefit of tenants and would spend its money on improving homes, neighbourhoods and services.
- Be set up as a Board of volunteers, who know and understand your local area and are accountable to you.
- Be part of the wider County Durham Housing Group, but would focus on providing high quality local services directly to you.

The benefits of the transfer would be:

- Extra investment in improving homes, neighbourhoods and services over the next thirty years, when it is required particularly in the things you say are most important.
- Better quality homes - investment in improvements to homes to help to meet the County Durham Standard, a higher standard than currently delivered.
- Better quality neighbourhoods - investment in improving the appearance and management of neighbourhoods, making them attractive and safe and more suited to the needs of modern families and households.
- Protection of existing jobs and the creation of new jobs, apprenticeships and training opportunities through increased investment in improving existing homes, neighbourhoods and services and in building new homes.
- The delivery of more varied services to support you in living happily and independently in your home for as long as you wish to.
- The development of different types of new home across the County to meet changing needs.
- Keep Durham City Homes, East Durham Homes and Dale & Valley Homes by making them individual landlords, ensuring that focus on the importance of local services is not lost, but the benefits of working together as a group are maximised.

### **Key Facts**

- Durham City Homes, East Durham Homes and Dale & Valley Homes have raised the quality of housing services significantly.
- Transfer would allow the new landlords to improve homes, neighbourhoods and services even more.
- If you currently receive your housing services from Dale & Valley Homes you would become a tenant of Dale & Valley Homes.
- If you currently receive your housing services from Durham City Homes you would become a tenant of Durham City Homes.
- If you currently receive your housing services from East Durham Homes you would become a tenant of East Durham Homes.

## **Section 3: A New Group of Landlords**

### **60 second summary:**

- The proposed transfer aims to build on the excellent services currently provided by Durham City Homes, East Durham Homes and Dale & Valley Homes by making these organisations landlords in the areas they currently operate in.
- The new landlords would work together as a group - the County Durham Housing Group - investing millions in improving homes, neighbourhoods and services in your area, protecting existing jobs and in building new homes estimated to create over a thousand new jobs.
- The Council would run a single ballot on its proposal to transfer its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes.
- Tenants would continue to be able to talk to their local councillor about the housing issues that concern them.

This section of the Offer Document introduces the new landlords and how they would work; and explains how Durham City Homes, East Durham Homes and Dale & Valley Homes would change to become landlords and how they would be managed. The section also sets out how the transfer process would work; the role the Council would play after transfer; and what the next steps would be if tenants do not support the Council's proposal to transfer its homes.

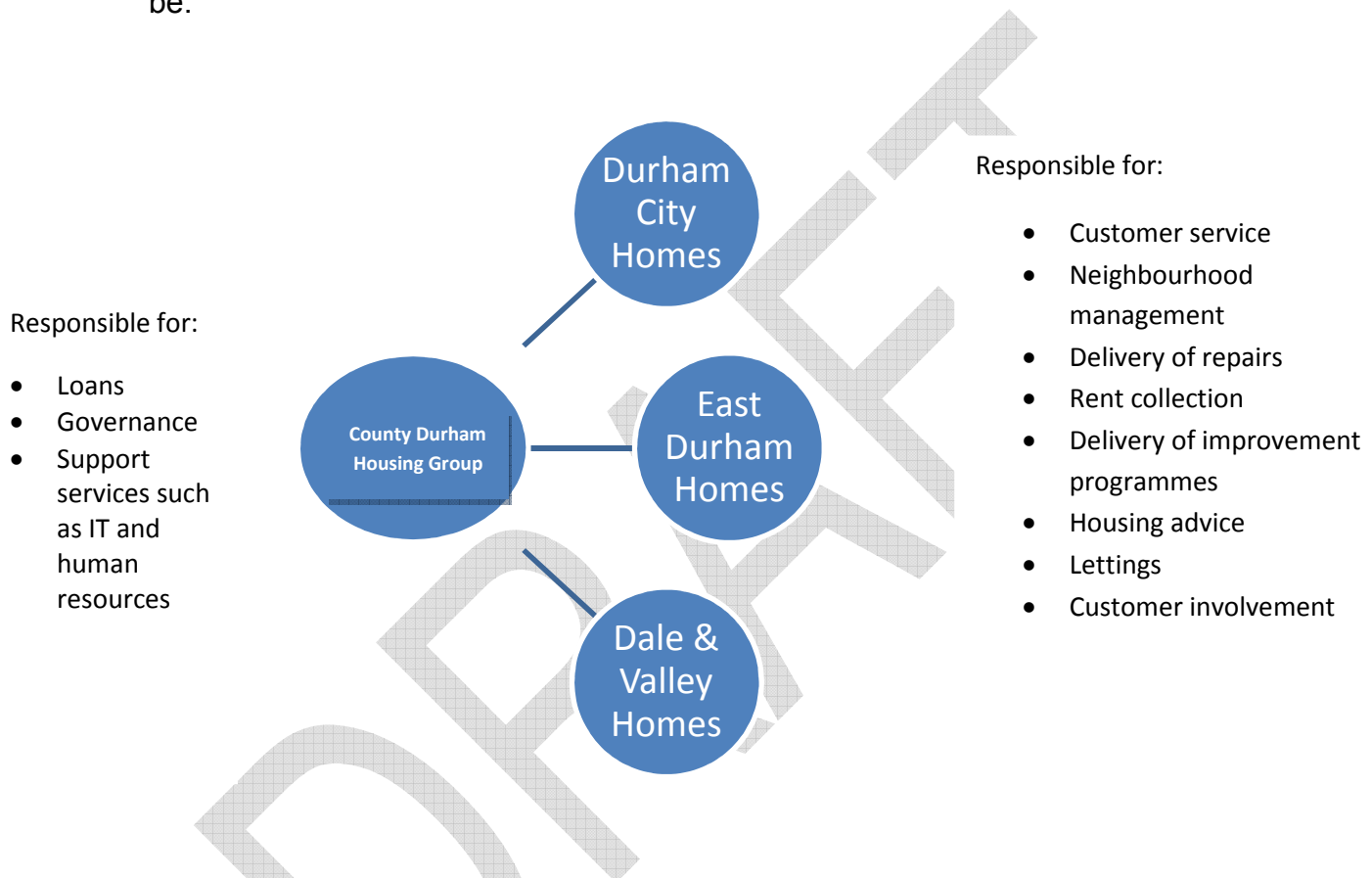
### **A New Group of Landlords**

If transfer was to go ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would be the landlords that make up the new, not for profit County Durham Housing Group. By working together, the new landlords would be able to raise the money required to pay for improvements to homes, neighbourhoods and services in your area.

The Council currently has arrangements in place to provide housing services to tenants on its behalf through two Arms Length Management Organisations (ALMOs) which are Dale & Valley Homes (currently a housing company that provides services in the west of the County) and East Durham Homes (currently a housing organisation that provides services in the east of the County). Council housing services are provided to tenants living in Durham City and its surrounding areas by Durham City Homes, the Council's housing department. If transfer was to go ahead, all three organisations would become landlords that are registered and regulated by the Homes and Communities Agency (HCA). Dale & Valley Homes and East Durham Homes would become charities and they would be converted to be Industrial and Provident Societies (soon to be known as Community Benefit Societies). Durham City Homes would also become a charity, and would be registered as a landlord and regulated by the HCA. If transfer was to go ahead, Durham City Homes would also become an Industrial Provident Society.

The proposed new group of landlords would include a parent company, the County Durham Housing Group Limited. This organisation would be established especially to provide Durham City Homes, East Durham Homes and Dale & Valley Homes with services to support them in delivering services to you and helping them to borrow money at attractive rates. If transfer was to go ahead, the County Durham Housing Group Limited would also be registered and regulated by the HCA. It would be a charity and an Industrial and Provident Society.

The Group would look like this and the responsibilities of each organisation would be:



### What would my new landlord look like and be responsible for?

Your new landlord would be a not for profit social landlord. All the money they make would be ploughed back into improving homes and neighbourhoods and in providing services to you.

Your new landlord would be in a better financial position than the Council because they would have more freedom to borrow money to pay for improvements to homes, neighbourhoods and services and build new homes. If transfer was to go ahead, the new landlords would work together to borrow money that the council is not able to access from banks, building societies and capital bond markets to invest in improving homes, neighbourhoods and services. The new group of landlords could only borrow what they could afford to repay over an agreed period of time. Your rent

would not increase to pay for borrowing they undertake and the improvements they would make.

Your new landlord would broadly have the same responsibilities they have now, including undertaking improvements and repairs to your home; collecting rent; letting homes in your area; providing housing services to you and providing opportunities for you to get involved in improving services.

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## **How would the transfer work?**

Your new landlord would be part of the County Durham Housing Group. The Council would run a single ballot on its proposal to transfer its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes.

If the transfer goes ahead, the Council would transfer ownership of your home to your new landlord via the County Durham Housing Group Limited.

This would mean that if a majority of tenants voting in the ballot, vote in favour of the proposal and:

- You currently receive your housing services from Durham City Homes, they would become your landlord.
- You currently receive your housing services from East Durham Homes, they would become your landlord.
- You currently receive your services from Dale & Valley Homes, they would become your landlord.

## **How would my landlord and the County Durham Housing Group Limited be managed?**

Durham City Homes, East Durham Homes and Dale & Valley Homes are currently managed by voluntary Boards that are made up of tenants, Councillors and independent members of the community with experience in housing, law or finance. Each Board member brings different skills to the table and plays an important role in making sure the proposed new landlords have the ability to deliver the promises set out in this Offer Document.

Durham City Homes, East Durham Homes and Dale & Valley Homes selected their Board members by providing an opportunity for all tenants to nominate themselves for membership of their local Board. Durham County Council chooses its nominees to be part of each of the Boards. Independent members are selected following a formal application and interview process where they were chosen on the basis of their skills and experience.

### **Meet the Board Members – Durham City Homes PHOTOS AND PEN PORTRAITS REQUIRED**

### **Meet the Board Members – East Durham Homes PHOTOS AND PEN PORTRAITS REQUIRED**

### **Meet the Board Members – Dale & Valley Homes PHOTOS AND PEN PORTRAITS REQUIRED**

The County Durham Housing Group Limited parent organisation would also have its own non executive Board, which is currently operating in shadow form to make sure the parent organisation is run properly and contributes positively to the wider Group.

The County Durham Housing Group Limited Parent Board is made up of three tenants, three Councillors, the Chairs of Durham City Homes' Board, East Durham Homes' Board and Dale & Valley Homes' Board and four independent members. The County Durham Housing Group Limited Parent Board appointed its Board members following a formal application and interview process. This ensured that the County Durham Housing Group Limited Parent Board has the skills necessary to ensure the financial and other affairs of the Group are managed properly. Tenants were invited to apply to the Board and were interviewed by other tenants. Durham County Council chose its nominees on the Board following careful consideration of the skills and experience required to be part of such a key Board; and independent members were recruited and appointed by the Council and the Chairs of Durham City Homes, East Durham Homes and Dale & Valley Homes.

### **Meet the Parent Board Members – County Durham Housing Group Limited PHOTOS AND PEN PORTRAITS REQUIRED**

#### **How would Board members be chosen in the future?**

The constitutions of each of the organisations in the County Durham Housing Group would set out how Board members would be selected and replaced in the future. Tenant Board members would be selected through direct and/or indirect elections. All of the Boards would agree which method to adopt after consultation with tenants.

Independent Board members would continue to be selected by each Board on the basis of the skills the Board requires.

The Boards of each of the proposed new landlords would appoint new Board members following receipt of Council nominations.

#### **How long do Board members stay in office?**

For all of the Boards, tenant and independent Board members would have a term of office of three years and could then stand for election or reappointment. Council Board members would be appointed as Board members for terms decided by the Council.

#### **What about Council staff who currently support Council housing and the staff of the proposed new landlords?**

Almost 300 staff currently support or provide housing services directly to you. Staff working for Durham City Homes, East Durham Homes and Dale & Valley Homes would transfer to the new Group if transfer goes ahead.

Staff that currently work for the Council and provide support services to Council housing or work on maintaining and repairing your home would also transfer into the new Group. Pay and conditions would be subject to legal protections. You would continue to deal with familiar faces, people who know you, your area and home.

If the transfer was to go ahead, the County Durham Housing Group Limited would not ultimately be your landlord. The Council is not proposing to transfer ownership of your home to new landlord that you do not know. Durham City Homes, East Durham Homes and Dale & Valley Homes would become landlords. The Council is proposing to transfer ownership of your home to a new landlord that you already know well and trust.

### **Who would regulate the County Durham Housing Group?**

The proposed new landlords would need to be registered as landlords by the Homes and Communities Agency (HCA) before the transfer takes place. The HCA is currently the regulator for Registered Providers of social housing. The new landlords would be assessed by the HCA before the transfer takes place to make sure they meet their national standard regulatory framework, are financially viable and well governed.

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

If the transfer goes ahead, the Council would no longer be your landlord. However, it would continue to be responsible for:

- Housing strategy and research
- Homelessness
- Liaison with social landlords (also known as Registered Providers)
- Administration of Housing Benefit
- Dealing with Council Tax

Tenants and councillors would continue to play an important role in talking to the County Durham Housing Group about the services the landlords in the Group provide to you. If transfer goes ahead, you would still be able to approach your local Councillor and talk to them about any housing issues that concern you.

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

The Council has reviewed its position and has concluded that it would not have enough money to invest in the things you said are most important to you. Instead, the Council would have to plan and prioritise how it spends its money. Some investment, particularly in improving the appearance of neighbourhoods and in making them suitable to modern lifestyles would be delayed. The Council would have to make savings in the way it manages its homes and this would mean changes to the ways you receive your housing services as Durham City Homes, East Durham Homes and Dale & Valley Homes would be merged into one organisation to save money to invest in homes and neighbourhoods. This would also have an obvious impact on staff currently working for these organisations. The Council does not expect to have enough money to build many new Council homes



and so an important opportunity to construct new homes and generate more investment in the county to create jobs would be lost.

**Key Facts:**

- If transfer does not go ahead, the Council does not expect to have enough money to invest in all of the things you have said are most important to you.
- If transfer was to go ahead, the Council would no longer be your landlord, because it would no longer own your home.
- Durham City Homes, East Durham Homes and Dale & Valley Homes would become landlords. The Council is proposing to transfer ownership of your home to a new landlord that you already know well and trust.
- Your new landlord would work with other landlords to make sure investment is made in your home and neighbourhood well into the future.
- Whether or not transfer goes ahead, you would not have to move out of your home.

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## **Section 4: Your Rent and Other Service Charges**

60 second summary:

- Rent increases would be subject to rigorous Government controls similar to those the Council has to follow.
- Tenants' entitlement to claim Housing Benefit would not be affected by the transfer.
- After transfer, service charges would continue to be administered as they are now with the Council.
- The new landlords would provide advice and support to tenants on money and debt management, reducing energy bills and maximising household budgets.

This section of the Offer Document explains what would happen to your rent if the transfer goes ahead; how you could pay your rent and service charges in the future; the support the new landlords will put in place to help you to pay your rent and manage your money and how Durham City Homes, East Durham Homes and Dale & Valley Homes would deal with rent arrears.

### **What would happen to my rent?**

Durham City Homes, East Durham Homes and Dale & Valley Homes working as part of the County Durham Housing Group would not make any profit for private shareholders. The income the new group of landlords would receive would go towards improving homes, neighbourhoods and services, paying for the Group's debt and keeping rents low.

Transferring tenants' annual rents would be subject to the Government's rent policy and would be monitored by the social housing regulator, the Homes and Communities Agency.

Your rent would not be subject to any additional increase to pay for the improvements the new landlords promise to deliver.

Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to be committed to providing the best value for money they can for the services they provide. They would be required to set rents in accordance with the Government's policy.

At the time of transfer you would pay the same rent to Durham City Homes, East Durham Homes or Dale & Valley Homes as you were going to pay to the Council. As with the Council your rent would be subject to an annual increase. If the transfer goes ahead the first rent increase would be on the first Monday in April 2015 as it would usually be.

The arrangement that is already in place for “rent free weeks” would remain the same.

If you are entitled to claim Housing Benefit, this would not change after transfer. The new organisation would continue to provide advice and support to new and existing tenants on benefit entitlement and applying for benefit.

### **How would I pay my rent?**

You would pay your rent to your local landlord. After transfer all the current ways of paying your rent would remain available. You would be able to pay your rent by:

- Direct debit
- On-line via the internet
- Standing order
- Payment card at shops or post offices
- By telephone
- By cheque

### **What about service charges?**

The new landlords would set service charges, as now, in order to cover service costs. After transfer, the new landlords would plan to continue to administer the service charges as they are administered now by the Council, having both a variable charge for some services (for example communal gardening) and fixed charges for others. These charges would be increased annually as they are now. No new service charges would be introduced without consultation with affected tenants. This would either be for introducing new services, which would have an additional cost associated with them, or if the new landlords were considering introducing a charge for a service that was already being delivered.

### **Water and other charges**

If you pay your water rates with your rent at the moment, this would continue if the transfer goes ahead. At some point after transfer, your new landlord would review whether they wanted to continue to collect water rates with the rent. When this review takes place, your views would be taken into account.

If you pay other charges along with your rent, for things like furniture, or tenants' contents insurance, these would also continue to be collected by your new landlord.

### **What support will be available to support tenants in paying rent and managing money and debt?**

Recent changes to the benefits system and an increase in the cost of living has meant that more and more tenants are saying that they are worried about money. During consultation with tenants, you said that in the future you would like to see

more services to support you in managing your money, maximising your income, dealing with debt and assisting you with finding work and training opportunities.

If the transfer goes ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes plan to work together as the County Durham Housing Group to strengthen the existing Money and Debt Advice services to offer:

- More face to face advice with a dedicated and experienced money and debt adviser to act as your single recognisable point of contact.
- Advice and toolkits on line and over the telephone to provide you with the information you need to help you to address your concerns yourself.
- High quality debt advice that meets quality assurance processes so you can be confident you are getting the very best and most accurate advice to help you to find a solution to your money and debt concerns.
- A comprehensive package of support and guidance to help you to deal with creditors and debt effectively; provide you with ongoing support; and offer regular checks on your financial situation.
- Advisers to be able to discuss benefits and grants with you and support you in accessing them.
- Support in searching for and applying for jobs and training opportunities in partnership with other key agencies.
- Specialist services to help you to reduce energy bills. Durham City Homes, East Durham Homes and Dale & Valley Homes currently employ temporary Energy Efficiency Officers to provide advice and support to reduce energy bills and switch tariffs in order to close the gap between the cost of energy and what you can afford to pay. These positions would be made permanent and more widely available.
- Continue to work with local Credit Unions and Citizens Advice Bureaus to ensure you get the best possible access to support and advice and responsible savings and loans organisations.
- Continue to provide apprenticeships and introduce a targeted work experience programme for young people to experience working in a variety of different roles and services within the new group of landlords to strengthen CVs.

### **How would my new landlord deal with rent arrears?**

Your new landlord would continue the Council's approach to managing rent arrears and other debt owed to it by tenants by being firm but fair. Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to offer advice and support on money matters. They would aim to make contact with you as quickly as possible if your rent account falls into arrears, to ensure that the arrears don't grow. They would agree affordable and sustainable payment plans with you and agree an affordable way to clear your debt in a reasonable timescale. As now, court action would only be a last resort where all other options have been exhausted.

If you are having difficulty in paying your rent or managing your money you would be offered a range of help and advice services, which would include:

- Support and advice on housing and other benefits
- Debt advice and support
- Access to low cost services, such as insurance
- Advice on reducing energy costs
- Access to credit unions
- Advice on training, development and employment opportunities

The new landlords would prioritise this area of support and in consultation with you, they would aim to develop and expand the range of services that are available to provide money advice and support. The new landlord would also actively explore new ways to provide low cost services to you, such as contents insurance or furniture, helping you to reduce the cost of living and help make ends meet.

### **What would happen to Council Tax?**

Council tax would continue to be charged and collected by the Council.

### **Key Facts:**

- Your rent would not be subject to any additional increase to pay for the improvements the new landlords promise to deliver.

## **Section 5: Your Rights and Responsibilities**

60 second summary:

- Your key rights would be legally protected partly by Acts of Parliament and partly in a new Tenancy Agreement.
- You would not have to move out of your home if the Council was to transfer its homes.
- You would have a new right to refuse changes to the tenancy agreement (other than in relation to rents and other charges).
- You would still have the Right to Buy your home, if you are entitled to buy it now from the Council, and keep any discount you have built up with the Council which would continue to grow up to the maximum allowed.
- All tenants would have the right to succession. Any previous succession to your tenancy with the Council would be disregarded.
- You would continue to have the right to be consulted about policies that affect you.
- You would continue to be protected against eviction without good cause as you currently are under the Council.

This section of the Offer Document explains what would happen to your rights and responsibilities if the transfer goes ahead.

### **The Proposed Assured Tenancy Agreement**

The majority of Council tenants are secure tenants, although if you are a new tenant for the first time you may be an introductory tenant. If transfer goes ahead secure tenants would become assured tenants and your key rights and entitlements would be protected in a new assured tenancy agreement with Durham City Homes, East Durham Homes or Dale & Valley Homes. The new assured tenancy is based on the Council's current tenancy agreement and so far as possible replicates tenants' key current rights as secure tenants of the Council.

The proposed assured tenancy agreement for transferring tenants would be substantially in the form of the agreement included in Section [?].

The main difference is that as a secure Council tenant your rights are set out in law by Acts of Parliament. As an assured tenant of one of the proposed new landlords, your rights would be partly covered by Acts of Parliament and partly by a legally binding contract (the tenancy agreement) between you and your new landlord.

### **Would tenants have any new rights?**

Yes, you would. If the transfer goes ahead you would have the following new rights:

- Your tenancy agreement could not be changed without your individual consent (except for rent increases and other charges or where required by future legislation).
- Even if you received your tenancy following the death of a relative, your tenancy would be “reset” and you would have a further right of succession. You would not have this right if the transfer does not go ahead and you remain a tenant of the Council.
- The Right to Acquire which is an alternative to the preserved Right to Buy.

### How would tenants’ rights be protected?

Except for the changes to the amount of rent and service charges you pay and possible future changes in the law, the terms of the new tenancy agreement cannot be changed without your permission. This provides greater protection against changes to the agreement than currently available as the Council can change the current tenancy agreement after consultation.

Your key protected rights include:

- The right of succession
- The right to carry out repairs
- The preserved right to buy
- The right to improvements and compensation
- The right to information about the management of your home
- The right to be consulted on changes to housing management matters
- The right to sublet part of your home and take lodgers (with the landlord’s permission)

The assured tenancy agreement has been drawn up to make sure tenants’ key rights match, as closely as possible, those rights which tenants have now with the Council. The following table sets out the rights secure and introductory tenants have now and compares them to those they would have as an assured tenant of Durham City Homes, East Durham Homes or Dale & Valley Homes if the transfer goes ahead:

**Figure 1: Summary of Your Rights**

<b>Rights</b>	<b>Stay with the Council</b>	<b>Transfer to Durham City Homes, East Durham Homes or Dale &amp; Valley Homes</b>
The right to live in your home without the threat of being evicted without good cause	Yes	Yes
The right to buy your home with a discount (existing tenants)	Yes*	Yes*

The right to pass on your home when you die (succession)	Yes	Yes**
The right to exchange your home or transfer it with your landlord's permission	Yes*	Yes*
The right to sublet part of your home or take in lodgers (with your landlord's permission)	Yes*	Yes*
The right to repair	Yes	Yes
The right to carry out improvements and to receive compensation if you move	Yes*	Yes*
The right to information about the management of your home	Yes	Yes
The right to be consulted about housing management	Yes	Yes
The right to refuse changes to your tenancy agreement without your consent (except for rent and service charges)	No	Yes**
The right to manage	Yes	No
The right to acquire	No	Yes**

\*Not available for introductory or starter tenancies

\*\*See "Would tenants' have any new rights?"

The only key right you would lose is the Right to Manage. This right allows tenants to set up a Tenant Management Organisation in their area, subject to certain rules. The right is lost because it cannot be granted under an assured tenancy. Although tenants would not keep this right in law, Durham City Homes, East Durham Homes and Dale & Valley Homes would make a strong commitment to working with tenants to achieve greater involvement in the management of their homes.

### **Your Responsibilities**

If the transfer goes ahead Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to work with you to help you to keep the terms of the tenancy agreement. Each landlord would make clear what they expect of you in terms of maintaining your home, garden and neighbourhood. Each landlord would provide pre-tenancy information and guidance to prospective tenants too and specialist help and advice to understand the expectations as set out in the assured tenancy agreement.



### **What rights would new tenants have?**

Those becoming new tenants of Durham City Homes, East Durham Homes and Dale & Valley Homes after the transfer would usually be given an assured shorthold tenancy agreement (a starter tenancy) for a probationary period of 12 months. At the end of the period, provided the tenancy had been conducted satisfactorily, they would be given an assured tenancy agreement. Their agreement would contain substantially the same provisions as for transferring tenants, except for the Preserved Right to Buy.

### **How would the transfer affect introductory tenants?**

If you are a new tenant of the Council and hold an introductory tenancy at the time of transfer you would continue to serve the rest of your introductory period up to its completion at 12 months as an assured shorthold tenant. After that, provided you have conducted your tenancy satisfactorily, you would be given the same full assured tenancy with protected rights as other transferring tenants including (if your property is not excluded from the Right to Buy) a contractual Preserved Right to Buy.

### **Would tenants still be able to buy their home?**

Yes. If you currently have the Right to Buy your home, you would still have that right after the transfer takes place under the Preserved Right to Buy scheme.

The price you would pay for your home would continue to be based on market value less any discount, which would be calculated in the same way as it is with the Council. Any discount entitlement you may have with the Council would transfer to your new landlord and would increase up to the maximum permitted which in County Durham is currently £??.

You would keep your Preserved Right to Buy even if you later move to another home which is owned by the same landlord, as long as the property itself is not excluded from the Right to Buy scheme. Excluded properties would be the same homes that are excluded from this right now with the Council, such as homes for disabled tenants and sheltered accommodation.

If any member of your family succeeds to the tenancy, they would also have the Preserved Right to Buy (provided you had that right with the Council and if they qualify under the legislation).

If you are a new tenant or an existing tenant transferring, you would be able to buy your home under the Right to Acquire, provided you are eligible. The Right to Acquire is based on a grant rather than a discount, which can be less generous than the Preserved Right to Buy scheme. The qualification times for the Right to Acquire are the same as the Preserved Right to Buy, but you could not combine the two rights.

## **What would be the main difference between the Council's Right to Buy Scheme and the proposed Preserved Right to Buy?**

The main difference between the Council's Right to Buy scheme and the Preserved Right to Buy scheme that would be offered by Durham City Homes, East Durham Homes and Dale & Valley Homes if the transfer was to go ahead, is the cost floor rule. This is the minimum price that a tenant could pay for their home even if their discount would otherwise take the price below this amount.

The cost floor is the amount the landlord has spent on buying, improving or repairing a home over a set period and becomes important where large amounts of money have been spent on repairs and maintenance. With the Council the minimum price (the cost floor) is worked out over the ten year period before you buy your home. If transfer goes ahead, your new landlord would take into account all costs incurred during the 15 years before the application to buy. This would start from the day of the transfer to the new landlord. Your new landlord would also be able to include in the cost floor the cost of catch up repair works that would be carried out to the home, even if they have not yet been carried out.

This could mean that if you move into a home that has undergone major refurbishment or building works, the effect of these changes may reduce the amount of discount available. However, for the majority of tenants, if you bought your current home, or moved into another that had not had any major refurbishment, it is likely that the different cost floor rules would have little or no effect.

## **What would happen to transfers and exchanges?**

If the transfer goes ahead you would still be able to transfer to another home. You would also continue to have the right to exchange homes with another qualifying tenant of your new landlord or another social landlord (provided you have your landlord's permission in advance). You would continue to be able to bid to move homes through the existing Durham Key Options system (also known as Choice Based Lettings).

## **Would I still be able to pass on my home?**

Council tenants have a right to pass on their tenancy to another member of their family living in the property at the time of their death, subject to certain conditions regarding length of residence in the home – as set out in Section [??]. This is called a "succession" and can only happen once with the Council.

If transfer goes ahead, the proposed assured tenancy agreement allows the same people to take over the tenancy when a tenant dies as under the Council's secure tenancy. Your new landlord would allow all tenants the right of succession so if you succeeded to your tenancy prior to the transfer, this would be disregarded by your new landlord and you would have a new right of succession.

### **Would there still be the right to sub-let?**

Yes. You would be able to sub-let part of your home, with your new landlord's written permission, or to take in lodgers provided they do not overcrowd your home. In such circumstances you must continue to occupy the property as your only or principal home.

You would not be allowed to sub-let the whole of your home, which is also the case with a Council tenancy.

### **Would there still be a right to repair?**

Yes. If your new landlord or its contractors failed to carry out certain types of repairs within set timescales, then you could ask your landlord to appoint another contractor to do the repairs. You would have the Right to Compensation if that contractor also does not do the repairs within a specified time limit.

Please note that the Right to Repair does not apply to all repairs, but to certain categories for example repairs that may affect health and safety.

### **Would there still be a right to be consulted and receive information?**

Yes. Your new landlord would consult with you on matters affecting your homes and tenancy before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy. This is one of the terms in the tenancy agreement.

Your new landlord would allow all tenants the right of succession so if you succeeded to your existing tenancy prior to the transfer this would be disregarded by your new landlord and you would have a new right of succession.

### **Key Facts:**

- Your new landlord would not use any of the additional grounds for eviction which could be available under an assured tenancy and that would not be available under a secure tenancy, against any of its transferring tenants.
- Your key rights would be protected in a new Tenancy Agreement.
- If you can buy your home now with the Council, you would still be entitled to buy your home after transfer to your new landlord.

## **Section 6: Repairing Your Home**

60 second summary:

- Your satisfaction with the responsive repairs service is high. Durham City Homes, East Durham Homes and Dale & Valley Homes would work together as a group to make sure your satisfaction with the service continues to be high.
- The new landlords would aim to improve responsive repair times and provide more flexible appointments.
- Reporting repairs would be made easier, with a number of methods to contact the landlords and make an appointment.
- New services would be introduced to support you in keeping your home, garden and neighbourhood in good repair.
- New services would be introduced to support new tenants in setting up their home and making it a nice place to live.

This section of the Offer Document explains what would happen to the repair of your home if transfer goes ahead. It sets out the improvements that would be made to the repairs service and the new services that would be introduced to support you to live happily in your home.

### **What would transfer mean for the repairs service?**

You have said that a good repairs service is one of your top priorities. The Council recognises the importance of continuing to invest in improving the repairs service. Each area has a different arrangement in place to provide the repairs service and each is performing very well across Durham City Homes, East Durham Homes and Dale & Valley Homes. Durham City Homes uses the Council's Housing Repairs and Maintenance Service to deliver repairs and gas servicing in Durham City and its surrounding areas. It is proposed that this service would transfer into the new Group of landlords, so the people currently repairing and maintaining homes in the Durham City Homes area would continue to do so in the future.

East Durham Homes delivers its repairs and maintenance service through a contract with Morrison Facilities Services; and Dale & Valley Homes delivers its repairs and maintenance service through a contract with Gentoo. These contracts will continue to be in place until 2017 and 2018 and both East Durham Homes and Dale & Valley Homes will continue to work with their contractors to ensure excellent performance and value for money.

If transfer was to go ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would prioritise the key things that you said are important in an excellent repairs service including:

- A variety of ways to report repairs and a selection of appointments available.

- Repair work being completed on time and right first time.
- A competent, friendly workforce.
- Respect for your home and belongings.

### **What would happen to the repairs service if transfer was to go ahead?**

Durham City Homes, East Durham Homes and Dale & Valley Homes would aim to introduce faster repair times, a better variety of appointment times and an even higher quality of repairs service:

- Appointments for the pre inspection of repairs would be made available.
- The appointments ordering system would be improved to provide appointments as soon as you make contact. Reminders would also be made available by text, telephone or voicemail.
- More routine appointments including gas servicing and maintenance would be available at times to better suit you, including later evenings up to 7.30PM and Saturdays.
- Emergency repairs would be completed within 24 hours. For severe problems including total power loss, loss of heating or water leak the target would be to attend to these within 2 hours and make them safe within 12 hours during working hours.
- Urgent repairs would be completed within 3 working days.
- Repairs staff would be trained in customer care skills and in helping you as best they can to feel assured your repair will be attended to and your home will be respected.
- Routine repairs would be completed within 20 working days.
- A basic target of 98% of repairs would be completed right first time, by ensuring repairs staff are multi skilled and support staff are able to better diagnose repairs.
- Enhance local employment and training opportunities by providing an apprenticeship programme and social enterprises to provide specialist services such as painting programmes and handyman services to make sure fencing, gardens, footpaths and the landscape on neighbourhoods is maintained.
- The handyman service would also support elderly tenants and tenants that need support in looking after their homes with small tasks such as painting and changing light bulbs.

### **What about repairing and maintaining the exterior of my home?**

If transfer goes ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes plan to increase the frequency of their external and communal painting and decoration of buildings from seven years to five years.

The new group of landlords would continue to service all gas fired central heating systems and coal and solid fuel appliances. The new group of landlords would seek to install environmentally friendly and efficient heating systems to reduce fuel bills for tenants and help to make sure homes are warm and cheap to heat.

### **How would I report repairs after transfer?**

If transfer was to go ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to offer you a variety of ways to report repairs including:

- Telephone
- Text
- Email
- On line
- Visiting your new landlord's customer access points
- In writing

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## Section 7: Improving Your Home

60 second summary:

- Your new landlord would be part of the new County Durham Housing Group which would be able to access more money to invest in improving your home and achieve the new County Durham Standard.
- The proposed transfer would mean an investment programme of over £800 million in homes and neighbourhoods over the next thirty years.
- The work would include new kitchens and bathrooms and new more efficient heating systems when they are needed.
- Improvements would also be made to the structure and appearance of your home including a new roof, external painting, fencing, maintained footpaths and work to the smaller buildings that may be attached to your home when it is needed.
- You would not have to pay any more rent or extra charges over and above the annual rent increase for the improvements your new landlord would make to your home.
- The new group of landlords would have a dedicated budget of £11 million over the first seven years after transfer to provide adaptations to the homes of tenants with disabilities.

This section of the Offer Document explains how your home would be improved if transfer goes ahead. It sets out the improvements that you could expect as a result of the transfer.

### What is the Decent Homes Standard?

The Decent Homes Standard is the minimum standard of repair for all social housing. It is set by the Government and covers four main areas:

- Your home must meet the statutory minimum standard for housing in terms of health and safety.
- Your home must be in a reasonable state of repair.
- Your home must have reasonably modern facilities.
- Your home must provide a reasonable degree of thermal comfort.

By 2015 all of the Council's homes will meet the Government's basic Decent Homes Standard. However, the Council understands that you want more from your home and the neighbourhood you live in. The Council expects demand for its homes to fall if investment does not increase in making homes more modern and neighbourhoods more suited to your changing needs.

## **What is the County Durham Standard and what does it mean for you?**

The Council has worked with you and your representatives to develop the County Durham Standard which is higher than the Government's basic Decent Homes Standard. You said that your priorities for the future of your home and neighbourhood are:

- Designing key aspects of the home, such as the kitchen and bathroom around your individual needs, including specific work for the elderly or disabled tenants as it is required.
- Improving standards for kitchen and bathroom improvements including decoration, flooring, more sockets, design around white goods and tiling.
- Fitting over the bath showers when bathrooms are replaced.
- Improving the security of homes, including "Secure by Design" windows and doors and exterior lighting.
- Ensuring energy efficiency with improved heating systems, insulation and access to advice and support in reducing energy bills.
- Improving boundary walls, fences and paths and the appearance of neighbourhoods.

If transfer was to go ahead, the new group of landlords could access the money they need to deliver the County Durham Standard. This would mean a planned programme of various works to your home over the next thirty years, which would be required at different times but would include:

- Kitchens would be replaced every 20 years and a new programme of design would be introduced to suit your needs and plans. Flooring, tiling and decoration would also be available as part of the replacement programme.
- Bathrooms would be replaced every 30 years and would offer an over the bath shower, tiling, extractor fan and decoration as part of the replacement programme.
- Provision of more sockets in kitchens, bedrooms, dining rooms and lounges in taking account of your wishes when linked to rewiring programmes.
- Fitting energy efficient boilers and heating systems to those homes that have a gas supply every fifteen years. Ensuring the service offered by Energy Efficiency Officers is included in money and debt advice.
- Providing homes with double glazing and modern front and rear doors.
- Improve the security of your home by installing "Secure by Design" external doors, lockable double glazed windows and external lighting (if it does not have this already).
- Bring all homes up to a good standard of insulation.
- Spend up to £43 million in the first seven years after transfer on improving neighbourhoods such as improving boundary fencing and walls, paths and



general environmental improvement works such as communal lighting and extra parking on land owned by the new group of landlords.

- External refurbishment – including new roofs, painting and brickwork repairs and improvements.

Durham City Homes, East Durham Homes and Dale & Valley Homes would work together as the County Durham Housing Group and have funding set aside in their Business Plans to put into place a programme of works that would offer you:

- A window and door programme to help to make sure that every home has modern front and rear doors if these have not already been provided. This would cost the new group of landlords around £9 million and your new landlord would aim to complete this in the first seven years after transfer.
- A programme of internal improvements to those homes needing a new kitchen and bathroom. In the first seven years after transfer, the programme would cost around £36 million. It would provide over 3900 new kitchens and over 3,100 bathrooms and improve wiring in over 6,500 homes.
- A continued programme of installing highly efficient new boilers. Over the first seven years after transfer, it is planned that this would provide over 4,400 new boilers and over 1800 new central heating systems.
- A seven year programme of external works which would include over 7,700 new roofs, over 7,750 homes being re-pointed or re-rendered and new gutters or fascias to almost 11,000 homes.
- A seven year programme of environmental work, which would include fencing, footpaths, security improvements, and extra car parking totalling £43 million.

### **Would I have to pay extra charges for the improvements?**

No. There would not be any extra charge for the improvements carried out to your home, other than the usual annual increases in rent and other charges as permitted under the tenancy agreement.

### **Would I have to have the improvement work done?**

No. Your new landlord would not force you to have work carried out on your home, unless there were health and safety issues. If you have already carried out your own improvements to your home you could choose not to have the same works to your home (as long as the improvements you have made have been carried out safely and meet the minimum standard required by the Government).

### **Would I still be able to carry out my own improvements to my home?**

Yes. As currently with the Council, you would still be able to make improvements to your home provided you obtain permission from your new landlord along with any planning or building control consent you may need.

If you choose to carry out improvements to your home within the terms of your tenancy agreement, this would not affect the level of rent you pay. In addition, you may be able to claim compensation for certain improvements you have carried out should you leave your home.

### **What about adaptations for disabled people?**

If transfer was to go ahead, disabled adaptations would continue to be carried out on your home if you require them. The Council would hand responsibility for the coordination and installation of disabled adaptations to Durham City Homes, East Durham Homes and Dale & Valley Homes. If transfer was to go ahead, your new landlord would help to make sure that any adaptations that are undertaken on your home to make it easier for you to live there are joined up with planned improvements to your home and the repairs and maintenance service. This would mean that you could stay in your home for longer and get a better service. The new group of landlords would have a dedicated budget of £11 million over the first seven years after transfer to provide adaptations to the homes of tenants with disabilities.

### **What about the quality standard and specification of work?**

Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to work with a panel of tenants who would advise them on the specification of materials that should be used in contracts and options for packaging types of work together to maximise value for money.

Durham City Homes, East Durham Homes and Dale & Valley Homes have an excellent track record in ensuring that contractors provide a high quality service. As landlords they would continue to ensure that quality services, products and value are being achieved if the transfer goes ahead.

Durham City Homes, East Durham Homes and Dale & Valley Homes would also continue to provide Tenant Liaison Officers to provide you with advice and support, especially for tenants who may need extra help and support, before, during and after improvement works take place.

Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to monitor contracts for quality by using a range of methods including:

- Quality checks on works involving tenants to ensure works are up to the standard expected.
- Asking tenants to fill in satisfaction surveys for all works carried out.
- The provision of a complaints policy, involving review by tenants, to ensure there is a clear process for all complaints to be fully investigated.

## **Who would carry out the work and what does this mean for local employment opportunities?**

Durham City Homes, East Durham Homes and Dale & Valley Homes would be committed to making sure that their improvement programmes and maintenance works have a positive impact on the local economy. East Durham Homes and Dale & Valley Homes would continue with their existing contracts to deliver improvement programmes and repairs works. Durham City Homes would continue to use the highly respected and excellently performing Council Housing Repairs and Maintenance Service to ensure homes are kept to a high standard of repair. The new landlords would work closely with their contractors to strengthen their teams so more work could be carried out by multi skilled operatives who are familiar with your home. Contractors would continue to be encouraged to employ local people and offer apprenticeship and training programmes as well as social enterprises to create opportunities for employment and training across the county.

## **What would happen to my home if the proposed transfer does not go ahead?**

If the transfer does not go ahead, the Council expects that it could only afford to maintain your home at the Government's basic Decent Homes Standard. Investment in improving neighbourhoods, including environmental works such as car parking, fencing and footpaths would be slow and may be delayed if other spending priorities emerge and the Council has to deal with them first. The Council would need to save money and would merge Durham City Homes, East Durham Homes and Dale & Valley Homes into one single organisation, with a single set of priorities and arrangements for delivering improvements and repairs to all tenants. The Council is concerned that this could mean that the individuality of Durham City Homes, East Durham Homes and Dale & Valley Homes would be lost as a result. Most importantly local focus on the things that are most important to you in your area could be reduced.

### **Key Facts:**

- Responsibility for planning and installing adaptations to your home would pass to your new landlord.
- Your new landlord would be committed to carrying out work to a high quality and where possible give you more choice.

## **Section 8: Improving Your Neighbourhood and Strengthening Communities**

60 second summary:

- The new group of landlords would work with you to develop a new Neighbourhood Quality Standard and provide a new Neighbourhood Management Team to make sure the Neighbourhood Quality Standard is delivered.
- By working together, the new landlords would have funding in their business plans to deliver over £43 million of investment in improving neighbourhoods to look refreshed, tidy, green and suitable to modern living with better facilities, car parking and general environment.
- You would be able to influence what work is carried out and where.
- The new landlords would work with Durham County Council to achieve the new Neighbourhood Quality Standard and improve grounds maintenance on estates to help to ensure that grass is cut regularly, neatly and is cleared away where possible; dog fouling is dealt with and rubbish and litter is removed.
- The new landlords would strengthen their Anti Social Behaviour Teams to provide more support for witnesses and victims of anti social behaviour and a variety of ways for you to get in touch to report anti social behaviour.
- Strengthened Anti social behaviour Teams would link more closely with the Council's estate warden service to tackle dog fouling nuisance and anti social behaviour.
- The new landlords also plan to increase investment in activities and facilities to strengthen and support communities.

This section of the Offer Document explains how your neighbourhood would be improved and anti social behaviour would be dealt with in the future if transfer goes ahead. It sets out the investment you could expect your new landlord to make in providing more opportunities for you to get involved in planning and improving services and designing investment programmes for improving homes.

### **How would my new landlord improve management of my neighbourhood?**

The Council asked all tenants what they think about their neighbourhood as a place to live, and what could be done to improve neighbourhoods. Half of tenants think that their neighbourhood is not improving and is in need of attention to make it a nice place to live. Main concerns surround:

- Levels of dog fouling in neighbourhoods and a lack of enforcement.
- Rubbish and litter.
- A lack of car parking.

Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to provide estate inspections as important opportunities to work with you to agree

where improvement work is required. The new landlords would also work with you to develop a new Neighbourhood Quality Standard and set up a new Neighbourhood Management Team to help to make sure that the Neighbourhood Quality Standard is achieved and the work reported by you or found during estate inspections is attended to quickly. The Neighbourhood Management Team would provide an important support service to older and vulnerable tenants by clearing footpaths of snow, ice and fallen leaves (where appropriate). The new Neighbourhood Management Team would also complete small environmental projects including dealing with over grown gardens in empty properties. The new Neighbourhood Management Team would also provide apprenticeship and training opportunities for local people.

Durham City Homes, East Durham Homes and Dale & Valley Homes would also work with Durham County Council to achieve the new Neighbourhood Quality Standard and improve grounds maintenance on estates and would help to ensure that grass is cut regularly, neatly to a higher standard and is cleared away where possible. The new landlords would also work closely with the Council's estate warden service to tackle dog fouling, rubbish and litter.

### **How would my new landlord improve my neighbourhood?**

The Council understands that the appearance of neighbourhoods is very important in making sure you are happy with where you live. Safe, green attractive neighbourhoods that are suited to modern lifestyles are essential in attracting new people to move to the county to stimulate the county's economy as more businesses want to invest in attractive vibrant areas, which creates jobs and supports thriving sustainable communities.

In the past, investment in neighbourhoods has been limited. If transfer goes ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would have a large scale programme of investment to improve neighbourhoods to look refreshed, tidy, green and suitable to modern living with better facilities. The neighbourhood investment programme would include:

- Provision of exterior lighting where it has not already been provided.
- Management of alley ways and passageways through estates to ensure they are well lit and do not attract anti social behaviour.
- Extra car parking.
- Landscaping to green spaces where appropriate, making them an attractive and pleasant space for the community to use.
- Refreshing the appearance of homes, through a painting programme, fencing and the improvement of boundary walls.
- Securing empty properties and letting them as quickly as possible to reduce neighbourhood blight.

## **How would my new landlord deal with anti social behaviour in my area?**

Anti social behaviour is a problem that can affect tenants and residents in any neighbourhood. Where it does occur it can have a major impact on quality of life. Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to be committed to helping you to live peacefully in your home and feel safe and proud of your neighbourhood.

The Council asked all tenants what they think about the current Anti Social Behaviour service and what could be done to improve it. Tenants said they would like:

- More information on how their case is progressing and what is happening would be appreciated.
- Clarification on why decisions have been taken in cases of anti social behaviour.
- More diversionary activities available in the area.
- Ensuring tenants are not housed unsuitably, for example young tenants living alongside elderly tenants.

If transfer was to go ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would invest in strengthening and extending their existing Anti Social Behaviour Teams. The stronger Anti Social Behaviour Teams planned if transfer goes ahead would:

- Help to ensure serious cases of anti social behaviour such as violence or threats of violence, harassment, hate crimes or domestic violence are responded to within a day.
- Provide you with a dedicated officer to work with you throughout your complaint and your investigation. Your dedicated officer will keep you informed of progress and decisions.
- Increase the ways you can report incidents of anti social behaviour including the provision of a variety of ways for you to get in touch and report anti social behaviour.
- Implement a full range of tools and powers available to deal with anti social behaviour including mediation, possession orders, injunctions and in extreme cases eviction.
- Train other employees in mediation skills so other staff members could assist you in managing a situation you are concerned about.
- Work with other organisations such as the Police, Victim Support, homelessness services and schools to share information and educate people about the impact of anti social behaviour.
- Work with Customer Involvement Teams to provide diversionary activities.

- Work more closely with Tenancy Sustainment Officers to ensure tenants are housed appropriately and can manage their tenancy and behaviour appropriately.

### **How would my new landlord strengthen my local community and provide opportunities for me to get involved?**

If transfer was to go ahead Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to provide dedicated Customer Involvement Teams and would be committed to providing more opportunities for you to be involved in services.

Durham City Homes, East Durham Homes and Dale & Valley Homes already offer a variety of ways to help you to get involved in service design, development and delivery. These involvement options would continue in the future and would include:

- Membership of the Boards within the group.
- Tenants and resident associations and community groups.
- Scrutiny Panels.
- Service Improvement Groups, focus groups, reading and editing panels.
- Estate inspections.
- Communication methods such as Annual Reports, surveys, complaints processes, newsletters, websites, social media and e-mail.

Durham City Homes, East Durham Homes and Dale & Valley Homes would also invest in providing at least one main centre for customer involvement in Durham, East Durham and the former district of Wear Valley. This would provide a community resource that could provide training and development facilities. It would also support independent customer involvement in service review and improvement.

The new group of landlords would also have funding in their Business Plans to provide a selection of grants to support community projects and activities, which would be assisted by administrative support; and training programmes to develop skills and foster community spirit.

### **What would happen to my neighbourhood and investment in my community if the transfer does not go ahead?**

If transfer does not go ahead the Council's ability to improve neighbourhoods, strengthen communities and provide a range of additional services would be limited under current Government rules. The Council would prioritise investment into maintaining homes and would invest in keeping neighbourhoods to the standard they are now. The Council expects that if transfer does not happen, over time, demand for Council housing will fall; estates will become less desirable and a lot of money will need to be spent on trying to manage the impact of the decline of neighbourhoods.

**Key Facts:**

- If transfer was to go ahead, the proposed Neighbourhood Management Team would provide apprenticeship and training opportunities for local people.
- You could get involved in planning improvements to your neighbourhood.
- A large neighbourhood improvement programme would be delivered.
- Work reported by you or found during estate inspections would be dealt with quickly.
- Strengthened Anti Social Behaviour Teams would link to the Neighbourhood Management Team to deal with graffiti and other environmental issues resulting from anti social behaviour.

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## **Section 9: Improving Access to Services**

60 second summary:

- The housing services you receive would continue to be provided to you locally. Durham City Homes, East Durham Homes and Dale & Valley Homes would become landlords and they would continue to operate in the areas they operate in now.
- You would be able to continue to access housing services in your area by phone, website, e-mail and by calling into your local landlord office or other customer service access points.
- Housing services would be enhanced where appropriate by providing local surgeries and drop in sessions at community buildings or other venues.
- Your new landlord would continue to talk to you about services and access to offices and would not make any changes without speaking to tenants first.
- Durham City Homes, East Durham Homes and Dale & Valley Homes would be able to invest more in providing services for older people, disabled people and children and young people.

This section of the Offer Document explains how access to housing services would be improved if transfer goes ahead. It sets out the investment you could expect your new landlord to make in providing services for older people, disabled people and children and young people.

### **Better Services**

If transfer was to go ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to provide local housing services. Your new landlord would continually look to improve its services by:

- Continuing to ensure that each landlord has up to date information about your needs and preferences. This information would be used to help to shape and tailor services.
- Working with existing tenant and resident panels and the countywide Customer Working Group to improve services and to take a new and stronger role in regulating the effectiveness and quality of the services provided.
- Providing you with information on housing services through local newsletters and opportunities to comment on services.
- Continue to observe complaints policies and procedures and learn from them, telling you what changes have been made as a result of your views.
- Tailoring services to ensure that all tenants can access services irrespective of age, gender, race, disability, sexuality or faith.
- Ensuring that appropriate methods of communication are used based on your individual needs, for example large print, Braille, CD, on line and in other languages.

- Continuing to provide services for tenants who are hearing impaired including a British Sign language interpreter where necessary.
- Ensuring tenants with English as a second language can access the services they need through an interpreter or translation service as required.
- Ensuring all offices and customer access points are accessible by people with a disability.
- Offering home visits and same gender interviews where required.
- Working in partnership with the Council and other agencies to help to ensure that vulnerable, excluded groups and homeless people are able to access the accommodation and services they need.
- Providing employability programmes, training and learning opportunities for all members of the community.

### **Services for Older People and Disabled People**

By 2030 the working age population of the county is expected to fall by 1% and the number of retired people aged 65+ will have increased by 42%. If the transfer goes ahead, Durham City Homes, East Durham Homes and Dale & Valley Homes would be committed to assisting older people to live independently in their home for as long as possible and be involved in their communities.

Much of the housing stock that is dedicated to older people and disabled people in the county is outdated and does not always meet needs. The transfer would mean a programme to develop over 200 new homes for elderly people and disabled people would be developed and the range of services available to older people and disabled people would also be enhanced including:

- Handyperson services to support older tenants and disabled tenants in maintaining their home and garden.
- More disabled adaptations to homes to make them more suited to independent living. Durham City Homes, East Durham Homes and Dale & Valley Homes would employ Occupational Therapists to speed up assessment times and make the best use of adapted accommodation.
- A reduced average waiting time for disabled adaptations.
- Better assistive technology and strengthened partnership with the Council's Care Connect Team.
- Landscaping to green spaces where appropriate, making them an attractive and pleasant space for the community to use.
- Support available to older tenants and disabled tenants through the Neighbourhood Management Team to clear footpaths of snow, ice and fallen leaves (where appropriate) so people can get out during the extreme weather of the autumn and winter months.
- Money and Debt Advice services to provide specialist support and advice to older tenants and disabled tenants on managing money, reducing energy bills and maximising income.

- Community facilities with events and activities for older people to engage with their communities.

### **Services for Children and Young People**

If transfer goes ahead Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to offer assistance to young people by providing a new pre tenancy support package. The pre tenancy support service would assist young people in preparing an application for a home; accessing money and debt advice; and providing services to support young tenants to manage and sustain their tenancy via regular financial checks and home visits.

New tenants would also be able to access a furniture package or a series of social enterprises that are supported by the new group of landlords to recycle furniture and provide it to people who need it to set up a home.

Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to provide apprenticeships and training programmes for you and your family. The County Durham Housing Group Limited would also offer apprenticeships and training programmes. By working together as a group your new landlord would also plan to increase investment in Money and Debt Advice services and strengthen their relationship with local training and employment services.

If transfer goes ahead Durham City Homes, East Durham Homes and Dale & Valley Homes would continue to deliver citizenship programmes in schools across the county. This would be complemented by the introduction of a Community Kids programme and a Junior Wardens project. These projects would promote positive behaviour in the community and responsibility for local neighbourhoods.

### **What would happen if transfer did not go ahead?**

If the transfer did not go ahead the Council's ability to provide services that add value in terms of offering employment and training programmes and improve opportunities for you to get involved would be limited under current Government rules. If the Council continued to own homes it does not expect to be able to afford to build many new homes. This is a major concern for the Council as many of the homes that are dedicated to older tenants and disabled tenants in the county are becoming very outdated and in need of replacement.

### **Key Facts:**

- Your new landlord would continue to provide services in your area.
- Your new landlord would be able to invest more in improving homes and services for older people.
- Your new landlord would be able to build more new homes.
- The new group of landlords would have a dedicated budget of £11 million over the first seven years after transfer for disabled adaptations.

- Your new landlord would be able to provide a variety of ways for you to get involved in services and training and take advantage of employment opportunities.

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## **Section 10: Building New Homes**

60 second summary:

- If transfer goes ahead Durham City Homes, East Durham Homes and Dale & Valley Homes, working together as the County Durham Housing Group would aim to build over 700 new homes across Durham City and its surrounding areas, East Durham and the former district of Wear Valley over the first seven years after the new group is set up.
- Over 200 of these new homes would be specialist homes for older tenants and disabled tenants.
- It is projected that over £70 million of investment would be released into the county's economy through the new build programme, creating over 1,000 new jobs, apprenticeship and training opportunities for local people.
- It is estimated that over £50 million of salary based earnings would be generated that could be spent in County Durham and the North East.
- The Council would not be able to build many new homes under current Government rules because its access to borrowing to pay for the programme would continue to be restricted.

This section of the Offer Document explains how Durham City Homes, East Durham Homes and Dale & Valley Homes plan to work together as the County Durham Housing Group to invest in building new homes if transfer goes ahead. It sets out the types of new home the new landlords could build, suggests where they may be and explains what the impact on your local community may be.

### **Why would the County Durham Housing Group build new homes?**

The Council has looked very carefully at demand and need for homes in County Durham. The Council's research has found that there is an annual shortfall of over 650 homes for rent and sale every year. For older and disabled people the shortage is even worse, with 900 fewer homes available to the people that need them every year. The housing stock the Council owns that is dedicated to older people is becoming outdated and if the situation does not improve the Council must prepare for significant pressure on its housing and support services in the future.

The Council cannot afford to build many new homes, because it is restricted in the amount of money it can borrow to invest in new build projects. It is very important that the Council looks for opportunities to provide a range of new homes, particularly for older people. If transfer was to go ahead Durham City Homes, East Durham Homes and Dale & Valley Homes would be able to work together as the County Durham Housing Group to borrow more money than the Council. The new group of landlords could build new homes that would include a mix of new build bungalows as well as sheltered housing apartment schemes that can offer a mix of tenure options for older people who need support to live independently in more suitable accommodation.

## **What kind of new homes would the County Durham Housing Group build and where would they build them?**

If transfer goes ahead, the Council would also transfer land to the new group of landlords. Development on this land would be subject to levels of demand for housing and the proximity of the site to transport links, schools, health care and other facilities, employment opportunities and wider regeneration projects.

The Council expects that the new homes that would be built would be for rent and would include a mix of one, two and three bedroom homes, depending on demand in the area. It is proposed that over 200 of these new homes would be specialist homes for older tenants and disabled tenants.

## **What would the benefits of new build be for me?**

New homes would mean more choice in the type of home you can live in the future. The new build programme would also have major economic benefits for the county. The construction of over 700 new homes is estimated to:

- Release over £70 million of investment into the county's economy through the new build programme.
- Create over 1,000 new jobs, apprenticeship and training opportunities for local people.
- Generate over £50 million of salary based earnings that could be spent in County Durham and the North East.

## **Would I be entitled to move into a new home if they were built in my area?**

You would be entitled to bid to move into a new home through the Choice Based Lettings scheme. The only exception would be if you were bidding to move into specialist accommodation for older tenants or disabled tenants and you do not meet the eligibility criteria for those homes.

## **How would my new landlord pay for the new build? Would my rent increase?**

No. Your rent would not increase as a result of the new build programme. Durham City Homes, East Durham Homes and Dale & Valley Homes would work together as the County Durham Housing Group to borrow the money needed to pay for new build schemes from banks, building societies or bond markets. The new group of landlords could only borrow what they could afford to repay.

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

The Council does not expect to be able to build the new homes that are required because it would be unable to access the borrowing needed to deliver the new build scheme under current Government rules. Choice in the type of homes available in the county would be reduced as a result.

**Key Facts:**

- Your new landlord would have funding in its business plan to build new homes.
- Your rent would not increase as a result of any new homes being built by your new landlord in your area.
- If transfer was to go ahead, the Council believes it would have a positive impact on you, your community and the rest of County Durham.
- Many jobs could be created and protected if transfer was to go ahead, growing the economy of County Durham.

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## **Section 11: Next Steps**

60 second summary:

- This document is called the Offer Document and it sets out the details of Durham County Council's proposal to transfer its homes to Durham City Homes, East Durham Homes and Dale & Valley Homes via the County Durham Housing Group Limited. It is called a Stage 1 Notice.
- You will have opportunities to discuss and comment on this document.
- You can give your views on the Offer Document and the Council's proposal to transfer its homes by completing and submitting the freepost reply card included in this pack or by providing your views via email or text message (other ways to be TBC).
- The Council will consider the responses it receives from you and will decide whether or not it needs to make any changes to the Offer Document or its transfer proposal.
- The Council will write to you informing you of any significant changes it has made to the Offer Document or its transfer proposal and whether it has decided to proceed to the ballot. This letter is called a Stage 2 letter.
- Transfer can only go ahead if a majority of secure and introductory tenants who vote in the statutory ballot vote in favour of the Council's transfer proposal.

This section of the Offer Document sets out the timetable for consultation on the Council's proposal to transfer its homes and the legal requirements for tenant consultation.

### **What is the timetable for consultation?**

#### **Stage 1 Consultation**

The Offer Document is the first stage of the formal consultation with tenants on the Council's proposal to transfer its homes. The Offer Document sets out the details of the proposed transfer. The Offer Document has been provided to you as part of a package of information that includes a covering newsletter and a short DVD produced by the Council.

You will also be visited at home by staff members to explain the contents of the Offer Document to you, to make sure you have received it and understand the Council's proposal.

#### **Consideration of Your Comments**

The Offer Document includes a freepost reply card for your comments. Please take the time to read the Offer Document, complete the reply card and return it to the Council. OTHER WAYS TO RESPOND HERE.



The Council will consider your comments on the Offer Document and its transfer proposal and will decide if its proposal needs to be changed and whether it wishes to go ahead with the ballot of all the Council's secure and introductory tenants.

## **Stage 2 Consultation**

Once the Council has considered tenants' responses to the Offer Document it will send you a letter called the Stage 2 letter. The letter will describe what, if any, significant changes have been made to its transfer proposal and whether it has decided to go ahead with the ballot. The letter will also explain that you have the right to make representations to the Secretary of State for Communities and Local Government.

## **Confidential Ballot**

If the Council decides to go ahead with the ballot an independent organisation would carry out a confidential ballot over a four week period. Every secure and introductory tenant would have the right to vote. This means that joint tenants would each have a separate vote and ballot paper.

It is very important that you use your vote to tell the Council what you want for the future of your home. The Council, the County Durham Housing Group Limited, Durham City Homes, East Durham Homes and Dale & Valley Homes would not know how you have voted. They would only know the collective, final result of the ballot.

If a majority of secure and introductory tenants who vote in the ballot, vote in favour of the Council's transfer proposal and the Council agrees to go ahead, it will then write to you advising you that it intends to proceed with the transfer and explaining that you have the right to make further representations to the Secretary of State for Communities and Local Government.

The Council must get the consent of the Secretary of State for Communities and Local Government before the transfer can take place. If successful, it is planned that the transfer will take place by the end of March 2015.

## **Legal Requirements for Tenant Consultation**

The law states that Councils must consult with their secure and introductory tenants about any proposed transfers of Council housing, which is set out in Section 106A and Schedule 3A of the Housing Act 1985 (as amended). The Council and Secretary of State 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 telephone:

- If you currently receive your housing services from Durham City Homes please call (TBC)

- If you currently receive your housing services from East Durham Homes please call (TBC)
- If you currently receive your housing services from Dale & Valley Homes please call (TBC)

The Council is currently following Stage 1 of the consultation and has issued the Offer Document to give you notice of:

- Details of the transfer proposal, including the identity of the organisation (and organisations) to whom the transfer is to be made.
- The likely consequences of the transfer.
- The effects of the provisions of Schedule 3A of the Housing Act 1985 and in case of secure tenants, of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on Transfer).

The details, consequences and effect of the Council's proposed housing transfer are set out in this document. The effects of Schedule 3A 1985 Housing Act are:

- The Council must first serve on you a notice (the Stage 1 Notice) giving you the information listed above. The Offer Document is the Stage 1 Notice.
- The Council will consider any comments received by the date given in the covering letter from the Council's Chief Executive. After considering your views the Council must serve a further written notice on you (Stage 2 letter) informing you of any significant changes to its transfer proposal and its decision.
- When this happens you may write to the Secretary of State for Communities and Local Government with any objections to the proposal within 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to you. The Secretary of State for Communities and Local Government is required to take objections into account when considering any application from the Council for the necessary consent to transfer.
- After the ballot the Council would inform all tenants of the ballot result and whether it intends to proceed with the transfer and how further representations to be the Secretary of State for Communities and Local Government can be made.

## **Section 12: Your Tenancy Agreement**

60 second summary:

- Your key rights and entitlements would be protected in your new Tenancy Agreement with your landlord.
- The conditions of the Tenancy Agreement (except for rent increases and changes in service charges) could only be changed with your individual written consent.
- The Tenancy Agreement sets out details on the payment of rent, your new landlord's obligations, your obligations, rights and grounds for possession.
- Your new Tenancy Agreement has been written in partnership with the Customer Working Group.

This section of the Offer Document includes the form of the Tenancy Agreement which has been developed in consultation with the Customer Working Group and has been designed to ensure that, if the transfer goes ahead, your key rights are protected. This section also explains who would be granted the new Tenancy Agreement and what would happen to introductory tenants if transfer was to go ahead.

### **A New Tenancy Agreement**

The form of Tenancy Agreement which would be issued by your landlord to secure tenants transferring from the Council would be substantially in the form set out below. If the transfer was to go ahead, it would be a condition of the contract between the Council and your landlord that an agreement in substantially this form is issued.

This tenancy would be effective from the date of transfer and would be issued thereafter to each transferring secure tenant except those tenants who:

- Have a Possession Order from the Court in force against them.
- Have been served with a Notice of Intention to Seek Possession, where the Notice is still in force.
- Are subject to possession proceedings at the time the transfer takes place.
- Have been issued with a demotion order.

In these cases the 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 Court decides not to make a Possession Order; or the tenant complies with the terms of the demotion order and the demotion period comes to an end. Until then, those tenants would be assured shorthold tenants of their local landlord.

Your new landlord would be able to enforce Possession Orders that the Council obtained prior to transfer and may also be able to obtain Possession Orders for tenancy breaches where the Council has served notices before the transfer takes place.

Your new landlord would also be able to take action on tenancy debts owed to the Council before the transfer went ahead.

### **What about introductory tenants?**

If the transfer goes ahead, introductory tenants of the Council would become assured shorthold tenants of one of the new landlords (Durham City Homes, East Durham Homes or Dale & Valley Homes) from the date of transfer and would continue to serve the rest of their probationary period. Provided their probationary tenancy period has been satisfactorily completed, at this stage they would be offered the same full assured tenancy with protected rights as the transferring secure tenants of the Council, including (if their property is not excluded from the Right to Buy) a contractual Preserved Right to Buy.

### **Tenancy Agreement**

The Tenancy Agreement is between you and your landlord. When signed the Agreement becomes a legal document between you and your proposed local landlord. Please note if transfer was to go ahead and:

- You currently receive your housing services from Durham City Homes, you would sign a Tenancy Agreement with them and you would become a tenant of Durham City Homes.
- You currently receive your housing services from East Durham Homes, you would sign a Tenancy Agreement with them and you would become a tenant of East Durham Homes.
- You currently receive your housing services from Dale & Valley Homes, you would sign a Tenancy Agreement with them and you would become a tenant of Dale & Valley Homes.

You should read this document carefully, if there is anything you do not understand, please contact (NEED DETAILS FOR CONTACTS ON TENANCY AGREEMENT).

# Assured Tenancy Agreement

## Assured (non-shorthold) tenancy agreement (transferring tenants)

This tenancy agreement is between

**Our name and address** [include name] (we us or our) of [include address]

We are registered with the Homes and Communities Agency (the **Regulator**) as a non-profit provider of social housing

and

**Name(s) of Tenant(s)**

.....  
.....  
.....  
.....

(the **Tenant** or **you**) (In the case of joint tenants, the term **Tenant** or **you** applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement.)

**The address of the property covered by this tenancy agreement**

.....  
..... (your home)

**Description of your home**

(include a description, including the number of bedrooms)

.....  
.....

**Charitable status**

The home that is the subject of this tenancy is held by [include name], which is [an exempt] / [a registered] charity.

**Payments for your home**

The weekly payments for your home at the start of this tenancy are:

- (i) rent of £[XXX]
- (ii) rent (and other charges) arrears of £[XXX] payable at £[XXX] per week until paid in full
- (iii) service charge of £[XXX] in respect of the following services:

[insert description of any other service(s) and enter amounts for any services that apply]

(iv) water, sewerage and heating charge of £[XXX]

(v) district heating charge of £[XXX]

**Total weekly payment** £[XXX]

**The tenancy** This tenancy begins on ..... for a week and thereafter weekly until brought to an end in accordance with the provisions of this tenancy agreement and it is an assured non-shorthold tenancy the terms of which are set out in this tenancy agreement.

**Data protection** For the purposes of the Data Protection Act 1998 you agree that we may process personal information, including sensitive personal data, which you have provided or has been provided by third parties, in order to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the Data Protection Act 1998 or any other relevant legislation and in accordance with our policies on disclosure of information and confidentiality. By entering into this tenancy agreement you consent to such processing.

**SIGNATORIES**

**Signed on our behalf** .....

**Print name**.....

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

**Signed by the Tenant(s)**

**Print Name(s)**

.....

.....

.....

.....

.....

.....

.....

.....

If this is a joint tenancy, each Tenant should sign.

**Date**.....

Words included in italics do not form part of this tenancy agreement and are included for explanation purposes only.

We are subject to any guidance on housing management practice issued by the Regulator with the approval of the Secretary of State and this tenancy agreement is one to which that guidance applies.

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## Contents

<b>Part Number</b>	<b>Subject</b>
1	About the Tenancy Agreement
2	Definitions and Interpretations
3	General Terms
4	Landlord Obligations
5	Tenant Obligations
6	Tenants' Rights
7	Tenure
8	Grounds for Possession

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## Part 1 - About the Tenancy Agreement

This Tenancy Agreement (the Agreement) is a legal contract. By signing this Agreement you are entering into a legal contract with your new landlord. When the Agreement has been signed, the conditions become binding on you as tenant(s) and your new landlord.

This Agreement is an assured (non shorthold) tenancy as defined in Part 1 of the Housing Act 1988. It is not an assured shorthold tenancy.

The tenancy is a weekly periodic one commencing at noon on a Monday (CHECK).

As long as you occupy the property as your only or principal home you are an assured tenant. For so long as you remain an assured tenant your new landlord can only end the tenancy by obtaining a Court Order for possession on one of the grounds listed in Schedule 2 of the Housing Act 1988.

This Agreement describes your rights and responsibilities and those of your new landlord.

If there is anything in this Agreement that you do not understand you should contact (NEED CONTACT PERSONS) or you could seek your own independent advice from the Citizens Advice Bureau or a solicitor.

## Part 2 - Definitions and interpretations

In this Tenancy Agreement the following words and phrases shall have the following meanings:

**anti-social behaviour** means doing something or failing to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone (see further clause 23);

**communal areas** means any parts of the property of which your home forms part that other people are entitled to use, for example, halls, stairways, landings, entrances, lifts, passageways and any other communal amenities including communal gardens, lawns and landscaped areas;

**Council** means Durham County Council;

**family member** means a tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece;

**garden** means any garden forming part of your home, including any lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards;

**neighbour** means anyone living in the local area, including other tenants, people who own their own homes and local businesses;

**protected characteristics** means age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation;

**vehicle** means any vehicle used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, minibike, minimoto, trailer and mobility scooter;

**we, us** or **our** shall include anyone working on our behalf, for example, our employees, contractors, agents and other persons authorised by us;

**written permission** means a letter from us giving you permission to do something as required under this tenancy agreement;

any references to clauses shall be deemed to be references to clauses of this tenancy agreement; and

any reference to any statute and other legislative provisions shall be deemed to include reference to any such provisions as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations made under such provisions.

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## **Section 1 - General terms**

It is agreed as follows:

### **1 Rent and other payments for your home**

- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on pages [1-2].
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We may collect rent and service and other charges due under this tenancy over fewer than fifty two (or where relevant fifty three) weeks in each financial year (starting from 1 April in each year). If this clause applies, we will tell you at the start of the financial year which weeks are “non-payment” weeks.

### **2 Changes in rent**

- 2.1 We may increase the rent with effect from the first Monday in April after this tenancy is granted by giving you not less than one calendar months' notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.
- 2.2 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 calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

### **3 Payment of arrears (where applicable)**

If you have any arrears of rent and other charges due when this tenancy is granted you agree to pay off those arrears by weekly instalments shown on page [1]. If you do not make the payments, we may start court proceedings to end this tenancy.

### **4 Services and service charges (where applicable)**

- 4.1 We shall provide the services set out on pages [1-2] for which you shall pay a service charge. This charge only applies to your home if an amount has been entered against a service on pages [1-2].

4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary either the services provided or charges for the services or introduce new services for which charges may be payable.

## **5 Changes in services and service charges (where applicable)**

5.1 With effect from the first Monday in April after this tenancy is granted we may increase or decrease your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.

5.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.

5.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

5.4 We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.

5.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) for a decision as to what is reasonable.

5.6 We may set up a sinking fund to build up a fund of money to be used for particularly expensive items of service charge expenditure we will need to incur in the future.

## **6 Water, sewerage and heating charge (where applicable)**

6.1 If we enter into an arrangement with the local water and/or heating provider to collect charges on their behalf, then for so long as such arrangement continues you agree to pay a water, sewerage and/or heating charges to us.

6.2 The water, sewerage and/or heating charges (if any) which apply to your home at the start of this tenancy are entered against the relevant charge on page [2].

6.3 We may at any time and upon giving you one calendar month's notice in writing:

6.3.1 vary the relevant charges to reflect the revised charges notified to us by the water or heating provider;

6.3.2 require you to pay us these charges in accordance with clause 6.1 if you do not already do so.

## 7 **District heating systems (where applicable)**

7.1 If you receive heat and/or hot water from a district heating scheme (indicated by a "district heating charge" on page [2]) then your district heating charge must be paid at the same time as your rent.

7.2 The district heating charge shall be varied at the same time as the rent and using the same procedure.

## 8 **Outgoings**

You must meet all outgoing and other charges applying to your home whether metered or billed.

## 9 **Service of notices**

9.1 This clause gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is:

*[include registered office address]*

9.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if delivered to you personally or posted or delivered to or left at your home or last known address.

## 10 **Altering this tenancy agreement**

Except for any changes in rent or other charges or services this tenancy agreement may be altered only with the written consent of both you and us.

## Section 2 - Our obligations

We agree:

### 11 **Possession**

To give you possession of your home at the start of the tenancy.

### 12 **Tenant's right to occupy**

Not to interrupt or interfere with your right peacefully to occupy your home except where:

12.1 access is required in accordance with clause 35; or

12.2 we are entitled to possession at the end of the tenancy.

### 13 **Repair of structure and exterior**

To keep in repair the structure and exterior of your home including:

13.1 drains, gutters and external pipes;

13.2 the roof;

13.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames (including necessary external painting and decorating);

13.4 internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards but not including internal painting and decoration;

13.5 chimneys, chimney stacks and flues but not including sweeping;

13.6 main entrance path, steps or other means of access;

13.7 plasterwork;

13.8 integral garages and stores.

### 14 **Repair of installations**

To keep in repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- 14.1 basins, sinks, baths, showers, toilets, flushing systems and waste pipes (but not any other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);
- 14.2 electric wiring including sockets, switches and light fittings (excluding bulbs);
- 14.3 gas pipes, water pipes, water heaters, fitted fires and central heating installations.

**15 Repair of communal areas**

To keep in repair any communal areas of your home including their electric lighting and external decoration and any communal aerials and to ensure that such communal areas are fit for use by you and others living in or visiting your home.

**16 Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Regulator (or its predecessor or successor body) under section 193 of the Housing and Regeneration Act 2008.

**Section 3 - Your obligations**

You agree:

**17 Possession**

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

**18 Rent and other charges and outgoings**

18.1 To pay the rent and (if applicable) service and other charges weekly in advance as required by clauses 1, 2, 4, 5, 6 and 7.

18.2 To pay any arrears of rent and other charges as required by clause 3.

18.3 To meet all outgoings as required by clause 8.

**19 Use of your home**

19.1 To use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner.



19.2 Not to operate any business or trade without first getting our written permission.

19.2.1 We will refuse permission if we think your business will cause a nuisance or annoy your neighbours, or damage your home. However, we will only refuse permission if we have good reason to do so.

19.2.2 If we give you permission, you will also need to get planning permission and building regulation approval, if appropriate.

19.2.3 If we give permission and the business causes a nuisance or annoyance, we may withdraw our permission and allow you 28 days to stop running the business from your home.

*Examples of the businesses we will not allow include, but not limited to the following:*

- *repairing and maintaining cars;*
- *running a printing business;*
- *running a shop;*
- *businesses that involve using hydraulic equipment;*
- *businesses that involve using industrial machines; and*
- *businesses involving controlled substances or chemicals.*

19.3 Not to use your home (and ensure that no one living in or visiting your home uses it):

19.3.1 for anything it is not designed for; and

19.3.2 to carry out any illegal or immoral activities

*Examples of illegal activities include, but not limited to the following:*

- *prostitution-related activities;*
- *possessing, cultivating or dealing illegal drugs;*
- *storing or handling stolen or counterfeit goods;*
- *theft;*
- *burglary; and*

- *keeping illegal or unlicensed firearms, ammunition or weapons in the property.*

## 20 **Safety around your home**

20.1 Not to (and ensure that no one living in or visiting your home does):

20.1.1 use portable oil or paraffin heaters in your home;

20.1.2 store gas canisters or bottles or any dangerous, flammable or explosive materials either inside or outside your home, including in any garden, garage, shed or outbuilding (except oxygen you need for medical reasons or items for domestic use, for example a barbeque gas bottle);

20.1.3 interfere with or damage any fire-safety equipment in your home or communal areas;

20.1.4 jam open door-entry-system doors or protected-access doors or fire doors;

20.1.5 damage or put graffiti on any property we own;

20.1.6 display any notice, trade plate or advertisement in or on your home or on the estate without getting our written permission (we may set reasonable conditions which you must keep to);

20.1.7 allow oil or other harmful substance to enter the gullies or drains or seep onto neighbouring property or highways or contaminate your home or neighbouring property; and

20.1.8 tamper with the supply of gas, electricity or water, or with any other services, meters, hard-wired smoke detectors or warden call equipment that we have installed in your home.

20.2 Not to (and to ensure that no one living in or visiting your home does):

20.2.1 dump or hoard any large quantities of objects, rubbish or other items in or around your home, the communal areas or your garden; and

20.2.2 hoard anything in your home that may constitute a nuisance or fire hazard or cause or contribute to the build-up of condensation or dampness or obstruct access to your home or installations within it.

## **Nuisance, annoyance and disturbance**

Not to do anything (and to ensure that no one living in or visiting your home (including any pets) does anything) that causes or is likely to cause a nuisance, annoyance or disturbance to anyone living, visiting or working in the local area.

*Examples of nuisance, annoyance or disturbance include, but not limited to the following:*

- *loud music;*
- *loud noise during unreasonable hours;*
- *intimidating behaviour;*
- *abusive language;*
- *threatening behaviour;*
- *shouting and slamming doors;*
- *allowing dogs to bark often, and not cleaning up dog mess;*
- *excessive bird feeding;*
- *taking drugs;*
- *being drunk and offensive;*
- *using equipment that interferes with television reception;*
- *rubbish dumping;*
- *playing ball games close to someone else's home;*
- *using firearms (including air rifles) in the area;*
- *repairing vehicles (except minor maintenance to your own vehicle);*
- *parking an illegal or un-roadworthy vehicle near your home;*
- *riding unlicensed motorcycles and mini-motorcycles on footpaths and grassed areas;*
- *throwing things (for example mud or stones) at another person or at property; and*

- *doing anything that unreasonably interferes with the peace, comfort or convenience of any other person.*

## 22 **Harassment**

Not to harass or threaten or encourage others to do so (and to ensure that no one living in or visiting your home harasses or threatens to harass) anyone on any grounds.

*Examples of harassment include, but not limited to the following:*

- *inappropriate behaviour or language relating to a person's protected characteristics;*
- *using or threatening to use violence towards anyone;*
- *using abusive or insulting words or behaviour;*
- *stalking someone;*
- *damaging or threatening to damage another person's home or possessions; and*
- *writing threatening, abusive or insulting graffiti.*

## 23 **Anti-social behaviour**

Not to behave (and to ensure that no one living in or visiting your home (including any children and pets) behaves) in an antisocial way.

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

- *violence or threats of violence towards any person;*
- *criminal activity;*
- *using or dealing drugs;*
- *being drunk;*
- *using abusive language and offensive behaviour;*
- *domestic abuse;*
- *damaging or threatening to damage property;*
- *abusive or threatening telephone calls;*

- *writing graffiti;*
- *throwing things off balconies or out of windows;*
- *storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in communal areas; and*
- *blocking communal areas.*

## 24 **Abuse**

- 24.1 Not to inflict (or threaten) violence or abuse (and to ensure that no one living in or visiting your home is being violent or abusing to) any other person.
- 24.2 For the purposes of this clause, "other person" includes any person residing, visiting, working or otherwise engaging in lawful activity in your home or in the locality or any employee, contractor or agent of ours whether in your home, locality or elsewhere (for example at our offices).

## 25 **Community responsibilities**

To be responsible for the behaviour of everyone living in or visiting your home (including any children and pets). This applies when they are in your home, in communal areas, on adjacent land and in the locality around your home.

## 26 **Pets**

- 26.1 If you live in a house or a bungalow:
- 26.1.1 not to keep more than two domestic animals (such as dogs, cats, caged birds or small animals) without our written permission; and
  - 26.1.2 to care for and keep any pets kept at or visiting your home under proper control.
- 26.2 If you live in a building where there is a warden and/or shared access areas:
- 26.2.1 not to keep a dog or cat or other large pet, unless it is a disability assistance dog or you have obtained our written permission;
  - 26.2.2 not to keep more than two small caged animals;
  - 26.2.3 to care for and keep any pets kept at or visiting your home under proper control.

26.3 Not to keep any unsuitable animals at your home.

*Examples of unsuitable animals include, but not limited to: wild animals, poisonous insects and spiders, poisonous or dangerous snakes or fish and large reptiles.*

26.4 Not to keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or under the Dangerous Dogs Act 1991.

26.5 Not to breed any animals or birds at your home, or build a chicken coop, pigeon cove or aviary without our written permission.

26.6 Not to keep livestock or farm animals such as horses, donkeys, goats, pigs, cattle, ducks, or geese at your home.

26.7 Not to allow any pets kept at or visiting your home to frighten, annoy or cause a nuisance to us or anybody in the local area.

*Examples of this include, but not limited to:*

- *letting your dog bark;*
- *failing to keep your pet under control; and*
- *creating any kind of danger to people's health.*

26.8 To immediately remove your dog's faeces whether around your home or otherwise in the local area.

26.9 To ensure that your pet does not prevent us from getting into your home.

## 27 **Repairs and decorations**

27.1 To the extent that this is not our responsibility under this tenancy agreement, to keep your home in good condition (including carrying out any minor repairs) and in particular the following areas:

- the inside of your home, including decoration inside your home;
- the outside of your home;
- your garden; and
- your garage or other outbuildings (such as sheds or greenhouses) which form part of the property covered by this tenancy agreement.

27.2 Not to decorate the outside of your home without our written permission.

- 27.3 Not to use any textured coatings (such as Artex) on the walls of your home and (without our written permission) on the ceilings.
- 27.4 Not to remove any textured coating in your home without our written permission.
- 27.5 In relation to the flooring in your home:
- 27.5.1 not to lay laminate or wooden flooring without our written permission;
  - 27.5.2 to keep the floors covered with an appropriate floor covering to reduce any noise being heard in your neighbours' homes;
  - 27.5.3 not to use adhesives (glue) to secure floor covering (if you do, we will charge you the cost of removing the floor covering if we need to do any repairs);
  - 27.5.4 to remove (and later reinstall) any laminate or wooden flooring to enable us to carry out repairs or improvements to your home (whether it was originally installed by you or a previous tenant).
- 27.6 To keep in good condition (and not to remove) any furniture, appliances, carpets or curtains provided by us.
- 27.7 To sweep chimneys (if there are any in your home).
- 28 Alterations and other works to your home**
- 28.1 Not carry out alterations or additions either inside or outside your home without our written permission which we may give you under clause 49. This includes: aerials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and sheds. We may refuse permission if there is a good reason and will tell you why. We may give permission, but subject to reasonable conditions.
- 28.2 Not to carry out any gas or electrical work at your home without our written permission. This work must only be carried out by a qualified and competent contractor and inspected by us.
- 28.3 To obtain any necessary planning or building regulations approval before you carry out any alterations or other works to your home which are permitted under this tenancy agreement and (where applicable) by us.

29 **Gas safety**

To be responsible for getting a yearly gas safety check by a gas safe-registered contractor on any appliance you own, and to show us a record of the safety check.

30 **Pests**

To keep your home free of pests and to tell us immediately if your home becomes infested with rats, mice or other pests. The costs of dealing with pests may be your responsibility.

31 **Lofts**

31.1 Not to store anything in the loft space that:

- is dangerous, flammable or explosive;
- increases the weight on any part of the property so as to affect the structure or safety of the property;
- increases the risk of infestation by things like rats, mice or other pests;
- causes a nuisance or annoyance to us or your neighbours.

31.2 To remove your belongings to allow us access to your loft to carry out inspection, repair or improvement.

31.3 To remove all of your belongings from the loft space at the end of the tenancy.

31.4 Not to enter the loft space where we have informed you in writing that you must not do so.

32 **Communal areas**

32.1 Not to use any communal areas for anything they are not supposed to be used for.

32.2 Not to block any communal areas or leave litter or dirt or your belongings there.

32.3 To dispose of all household rubbish and bulky items quickly so they do not cause a nuisance.

32.4 To keep any communal areas tidy, clean and safe.



- 32.5 Not to create a health-and-safety risk or obstruction by leaving rubbish, dangerous materials or personal belongings in any communal areas in the building or on the estate. If we have to get rid of your things, you will have to pay the costs of us doing so, within 28 days.
- 32.6 Not to smoke (and to ensure that no one living in or visiting your home smokes) in any enclosed communal areas.
- 32.7 Not to damage, dirty or vandalise any communal stairs or handrails to the building or any other communal areas on the property, buildings or estate.
- 32.8 To close security or shared doors and not give out any keys or pass codes to entry doors.
- 32.9 To do your best to prevent damage to the property, building and the estate.
- 32.10 Not to tamper with or damage (and to ensure that no one living in or visiting your home (including any children and pets) tampers with or damages) safety equipment such as fire or smoke alarms, door-entry systems, security gates and CCTV systems.

### 33 **Gardens**

- 33.1 To keep your garden well maintained at all times.
- 33.2 To be responsible for looking after all parts of your garden, including grass, plants, bushes, trees and hedges.
- 33.3 To maintain your garden so as not to endanger the health and safety of other people or cause damage to any property (including any pipes, drains or cables).
- 33.4 To keep hedges at a manageable height (no more than one metre high at the front and no more than 2 metres at the back). They should not hang over a public right of way.
- 33.5 To keep your garden tidy and free from rubbish and debris.
- 33.6 To put your waste and recycling containers out for collection in accordance with the Council's guidance from time to time and return them to their proper storage places as soon as possible after the waste has been collected.
- 33.7 Not to without our written permission:
- remove any tree or shrub on a boundary;

- plant, remove or carry out any work on trees.

## 34 **Parking – vehicles and access**

### 34.1 Not to without our written permission:

- build a garage, car hard-standing or driveway (if we give you permission you will also need to get planning permission and building regulation approval, if appropriate);
- park a boat, caravan, motor home, trailer, lorry or large commercial vehicle or similar vehicle at your home or on land that we own or manage.

### 34.2 Not to:

- block access to any other property by parking inconsiderately, or allow anyone living in or visiting your home to do so
- allow any motor vehicle, caravan, motor-home, trailer, lorry or other wheeled vehicle to obstruct any road, lane, path or access-way or to block the route of emergency vehicles;
- park any vehicle outside the boundaries of your home, unless it is on a designated parking area or on the road and it is in a roadworthy condition, taxed and insured;
- allow a vehicle to enter any land at your home, except across a proper crossing (for example, a dropped kerb);
- allow any motor vehicle to be repaired, serviced or worked on between 10pm and 8am at your home or on any housing land or on any road outside your home, except in an emergency;
- park any motor vehicle in the open air at your home unless it is in a roadworthy condition, taxed and insured or you have the statutory off-road notification (SORN);
- park or drive a vehicle on any land owned or managed by us that is a grassed open-plan area, footpath, grass verge or open space;
- keep mopeds, motor scooters or motorbikes inside your home or in communal areas inside the building your home is in (for example, entrance halls, stairs or landings). Battery-powered scooters for use by the disabled are exempt so long as they do not cause an obstruction and do not cause any health-and-safety

risk. If we provide parking areas for battery-powered scooters, you must park any battery-powered scooter within those parking areas.

**35 Access**

35.1 To allow us, our employees, contractors or agents access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out an annual safety check or to carry out repairs or other works to your home or adjoining property. (We will normally give you at least 24 hours' prior notice but more immediate access may be required in an emergency.)

35.2 To allow the Fire Services access to carry out their fire-risk assessment of your home.

35.3 If we make an appointment with you and you do not let us in (unless for a good reason), you may have to pay our reasonable costs. If we do not attend the appointment (unless for a good reason), then you may be able to claim your reasonable costs.

35.4 Not to smoke or allow smoking in your home when our employees, contractors or agents are present and to allow our employees, contractors or agents to open a window to ventilate a room if you have been smoking there.

**36 Reporting disrepair**

To report to us promptly any disrepair or defect for which we are responsible in your home or the communal areas.

**37 Damage**

To make good any damage to your home or our fixtures and fittings or to the communal areas caused by you or anyone living in or visiting your home, including children or pets (fair wear and tear excepted) and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

**38 Non-compliance with your tenancy agreement**

38.1 To reimburse us for our costs or liabilities where these are incurred as a consequence of any breach by you (or anyone living in or visiting your home (including any children and pets)) of any of your obligations under this tenancy agreement, including (but not limited to):

- 38.1.1 the cost of any repairs that are required because you (or someone living in or visiting your home (including any children and pets)) have not looked after your home properly, or have misused it or damaged it (even if the damage was caused by accident);
  - 38.1.2 the cost of carrying out any works for which you are responsible under this tenancy agreement and which you failed to carry out (at all or to an acceptable standard);
  - 38.1.3 the cost of repair or replacement of any fixtures and fittings (including any furniture, appliances, waste bins and/or recycling containers, carpets or curtains) in your home provided by us if these are damaged by you or anyone living in or visiting your home (including children or pets), even if the damage was caused by accident.
- 38.2 To pay, unless the court orders otherwise, our reasonable expenses properly incurred in enforcing this tenancy agreement.

39 **Assistance and information**

To reasonably co-operate, assist and provide sufficient information to us to enable us to comply with our obligations under this tenancy agreement or otherwise with any legal responsibilities which we may have to you or other persons and organisations.

40 **Assignment**

Not to assign the tenancy except:

- 40.1 in furtherance of a court order; or
- 40.2 with our written permission when exercising the right to exchange set out in clause 54; or
- 40.3 with our written permission when assigning the tenancy to someone who would have been qualified under clause 55 to succeed to the tenancy if you had died.

41 **Overcrowding**

Not to allow your home to be overcrowded.

42 **Lodgers and others living in your home**

To tell us on request the name, age and sex of any lodger and any other person living in your home and the room he or she occupies.

43      **Sub-letting**

43.1      Not to grant a sub-tenancy of the whole of your home.

43.2      Not to grant a sub-tenancy of any part of your home without our written permission. We will refuse permission only if we have good reason to do so. If we give you permission it may be subject to reasonable conditions.

44      **Absence from your home**

To inform us in writing and in advance, if you expect to be absent from your home for four continuous weeks or more.

45      **Ending the tenancy**

To give us at least four weeks' notice in writing when you wish to end the tenancy.

46      **Moving out**

46.1      To give us vacant possession of your home at the end of the tenancy and to remove all your belongings including furniture, personal possessions, pets and rubbish and leave your home (including any garden) and our fixtures and fittings (including any appliances, waste bins and/or recycling containers provided by us) in good lettable condition and repair (subject to fair wear and tear).

46.2      If you fail to comply with clause 46.1 we may arrange for the disposal of rubbish and cleaning of your home and otherwise making your home lettable again and may charge you for our reasonable costs of doing so.

46.3      We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

46.4      To return keys of your home to us by no later than noon on the Monday following the end of the notice period (or such other date as we agree). If you hand in keys after this time, we may charge you another week's rent (or more). If you leave your home before the end of the four-week period, you will still be responsible for paying rent until the end of the notice period.

## **Section 4 - Your rights**

You have the following rights:

### **47 Right to occupy**

47.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees, contractors or agents).

47.2 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other persons in the neighbourhood.

### **48 Right to take in lodgers and sub-let part of your home**

48.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or make your home overcrowded.

48.2 As long as you first get our written permission, you may sublet part of your home. We may give consent subject to reasonable conditions.

### **49 Right to make improvements**

49.1 You may make improvements, alterations and additions to your home provided that you have first obtained our written permission and all other necessary approvals (for example, planning permission and building regulations approval).

49.2 We shall not unreasonably withhold our permission but may make it conditional upon the works being carried out to a certain standard. Failure to seek our permission or to comply with our conditions shall be a breach of your obligations under this tenancy and if we have to undertake works due to your default under this clause we may charge you our reasonable costs of doing so.

49.3 You are responsible for repairing and maintaining your improvements, alterations and additions, unless we agree in writing that we will be responsible for them. We may require you to remove any improvements, alterations or additions at the end of the tenancy and to make good any damage to your home or our fixtures and fittings or to the common parts caused by the improvement, alteration or addition (or to pay any costs reasonably incurred by us in carrying out such works in default).

50 **Compensation for improvements**

You have the right to claim compensation for certain approved improvements which you have made to your home. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

51 **Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

52 **Right to consultation**

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

53 **Right to information**

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

54 **Right to exchange**

54.1 You have the right to exchange this tenancy by way of assignment with that of another assured or secure tenant of a registered provider of social housing or a local authority subject to first getting our written permission. We will only refuse our permission in the same circumstances where a council landlord would be able to refuse consent.

54.2 You must not charge any premium in relation to an exchange of this tenancy.

55 **Right to succession**

55.1 If you die, certain people, who are specified in clause 56, may succeed to this tenancy. This clause 55 will not apply if you have already succeeded to this tenancy (either under clause 55 in this tenancy agreement or similar succession clauses in a previous tenancy which we granted).

55.2 [If you were granted this tenancy on the transfer of your home from the Council to us, we will not take account of any successions before the date of the transfer.]

55.3 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an older or disabled person and the successor is not older or disabled, the successor will be offered suitable alternative accommodation.

## 56 **People entitled to succeed to this tenancy**

56.1 If you are a joint tenant and you die then the tenancy may continue in the name of the sole remaining tenant. This counts as succession.

56.2 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 immediately prior to your death.

56.3 Subject to clauses 56.4 and 56.5, 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 consecutive months immediately prior to your death. 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.

56.4 If this tenancy devolves under your will or intestacy to a person who is not entitled to succeed under this tenancy agreement, we may use Ground 7 in Schedule 2 to the Housing Act 1988 to end this tenancy and grant the person who may be entitled to succeed under this tenancy agreement a new tenancy of your home.

56.5 If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person who may be entitled to succeed under this tenancy agreement reasonably requires, we may end your tenancy and offer that person a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy agreement other than in relation to rent (and other charges) and succession.



**57 Preserved Right to Buy**

57.1 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.

57.2 [If you were an Introductory Tenant of the Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.]

57.3 If you die, the person who takes over the tenancy under the succession rights in clause 55 will also take over your preserved right to buy (if you had that right).

57.4 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

57.5 To avoid doubt, if you became the tenant under this tenancy agreement following an exchange (under clause 54), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

**58 Right to acquire**

You have the right to acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

**59 Preserved rights**

So far as possible, we agree to give you the rights in clauses 48, 49, 50, 51, 52, 53 and 54 as they apply to a secure tenant of a council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

**Section 5 – Tenure**

**60 Tenure**

60.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988.

60.2 We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988. 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.

60.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:

60.3.1 we are using grounds 14, 14A or any other statutory ground which allows us to issue proceedings immediately after service; or

60.3.2 we are using grounds which require us to give two months' notice; or

60.3.3 the court has allowed us to go ahead without serving notice on you.

60.4 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 explained in section 6 of this tenancy agreement.

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

60.6 As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order or other mandatory terms to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

## 61 **Cessation of assured tenancy**

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

## **Section 6 – Grounds for possession**

When seeking possession of your home under this tenancy agreement, we will use the grounds for possession set out in Schedule 2 of the Housing Act 1988, the current forms of which are set out below. If (after this tenancy has been created) any new grounds for possession are introduced into Schedule 2 of the Housing Act 1988 or if any of the existing grounds are modified, we may use the new and/or modified grounds. Unless this tenancy has been demoted, we agree not to use grounds 1-6, 8 and 11 in relation to this tenancy.

## **Schedule 2 of the Housing Act 1988 - Grounds for possession of dwelling-houses let on assured tenancies**

### **Part 1 Grounds on which court must order possession:**

#### **Ground 7**

*The tenancy is a periodic tenancy (including a statutory periodic tenancy) or a fixed term tenancy of a dwelling-house in England, 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 purposes 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 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 or length of term of the tenancy, the premises which are let or any other term of the tenancy.*

*This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house:*

- (a) granted on payment of a premium calculated by reference to a percentage of the value of the dwellinghouse or of the cost of providing it; or*
- (b) under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.*

We will only seek to recover possession of your home on this ground where a person has inherited this tenancy under a will or intestacy of a former tenant but is not entitled to succeed to this tenancy under clauses 55 and 56.

**[Ground 7A – to be included when new law comes into force, although will still be available when it comes into force whether or not set out here]**

*Any of the following conditions is met.*

*Condition 1 is that:*

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and*
- (b) the serious offence:*

- (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,
- (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
- (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and:

- (a) the breach occurred in, or in the locality of, the dwelling-house, or
- (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent:
  - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
  - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved:

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or
- (b) a breach that occurred elsewhere of a provision intended to prevent:
  - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

- (ii) *behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.*

*Condition 4 is that:*

- (a) *the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and*
- (b) *access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.*

*Condition 5 is that:*

- (a) *the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under:*
  - (i) *section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or*
  - (ii) *section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and*
- (b) *the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).*

*Condition 1, 2, 3, 4 or 5 is not met if:*

- (a) *there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or*
- (b) *the final determination of the appeal results in the conviction, finding or order being overturned.*

*In this ground:*

*“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;*

*“serious offence” means an offence which:*

- (a) *was committed on or after the day on which this ground comes into force,*

- (b) *is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and*
- (c) *is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small)."*

[When using ground 7A, we will give tenants a right to request a review of our decision to seek possession under ground 7A, as far as possible on the same terms as the comparable statutory right of review for secure tenants as is in force from time to time.]

## **Part 2 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; or
- (f) a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy **provided that** notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:
  - i the age of the person succeeding to your tenancy;
  - ii the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;
  - iii any financial or other support given to you by the person succeeding to your tenancy.

### **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 dwellinghouse 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 dwellinghouse 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 dwellinghouse 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 dwellinghouse:*

- (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;*
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions; or*
- (b) has been convicted of:*
  - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes; or*
  - (ii) an indictable offence committed in, or in the locality of, the dwellinghouse.*

### **Ground 14ZA**

*The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.*

*In this Ground—*

*“adult” means a person aged 18 or over;*



*“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small);*

*“riot” is to be construed in accordance with section 1 of the Public Order Act 1986.*

*This Ground applies only in relation to dwelling-houses in England.*

#### **Ground 14A**

*The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and:*

- (a) one or both of the partners is a tenant of the dwelling-house;*
- (b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust or where a dwelling-house is a social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing;*
- (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 I 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.*

#### **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 dwellinghouse 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 or by a Local Health Board, 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.*

## **Section 13: Glossary of Terms**

60 second summary:

- In this section you will find an explanation of the various terms used in this document.
- If you think there is something that is not explained in this section please contact:
  - [CONTACT DETAILS CONFIRMED HERE](#) or
  - Open Communities, Independent Tenant Adviser on Freephone 0800 073 1051 or e-mail [CONFIRM](#)

### **Allocations**

This is the term used by Registered Providers (landlords) and local authorities to describe the process of identifying properties that are available for occupation and providing a service to let homes to applicants.

### **Arms Length Management Organisation**

An Arms Length Management Organisation (ALMO) is a company owned by a Council to manage and improve its housing stock. East Durham Homes and Dale & Valley Homes are currently ALMOs, established by the council in 2004 and 2006.

### **Assured Tenancy**

An Assured Tenancy is the tenancy you would get if the transfer goes ahead. It is primarily governed by the Housing Act 1988, which sets out the statutory rights and obligations of assured tenants. As an assured tenant you would have a tenancy agreement which is a binding legal contract setting out your rights and obligations and these (except for rent and other charges) can only change by agreement of both tenant and landlord or by an Act of Parliament. If your new landlord wanted to end your assured tenancy, it would only be able to do so by obtaining a court order.

### **Assured Tenant**

If transfer went ahead secure tenants who are currently with the Council would, by law, become assured tenants of your new landlord. Introductory tenants would become assured shorthold tenants. As an assured tenant or an assured shorthold tenant your rights would be partly protected by Acts of Parliament and partly by a legally binding contract with your new landlord (under your new tenancy agreement). Under the terms of the new tenancy agreement, you would continue to have security of tenure and your key rights as a secure tenant of the Council would be protected.

## **Ballot**

A ballot on the transfer process is required by law where there is a proposal to transfer tenanted stock of a local authority and gives all secure and introductory tenants (including joint tenants) the opportunity to vote confidentially on the Council's transfer offer. The ballot would be run separately by an independent organisation. The transfer can only go ahead if a majority of tenants who vote in the ballot vote to approve the transfer proposal.

## **Board**

The proposed new landlords and the County Durham Housing Group Limited would each be managed by a Board who are responsible for taking major decisions on how the landlords are run and managed and their local strategic objectives. The Boards would also make sure that the promises made in this Offer Document are kept.

## **Budget**

The amount of money an organisation estimates it will spend over a certain time period on a particular activity or activities.

## **Business Plan**

A document which sets out an organisation's plans for its future operations and development, along with its vision, objectives and performance targets. The Business Plan also sets out an organisation's budgets and financial plans. This would be used by the proposed new landlords to demonstrate to the Government, the Homes and Communities Agency and to funders that the organisations have clear aims and objectives and sound development and financial strategies.

## **Charitable Status**

The proposed new group of landlords would have "charitable status". This means that they could only carry out charitable activities and would not (currently) have to pay certain taxes which non charitable organisations are liable to pay, and so can use more of their own money to invest in homes, neighbourhoods and services for tenants.

## **Choice Based Lettings/Durham Key Options**

The housing register for people looking for social rented homes in County Durham.

## **Department for Communities and Local Government (DCLG)**

The Government department that is responsible for housing is the Department for Communities and Local Government (DCLG). It sets policy for Councils and housing. The final authority for housing transfer rests with the Secretary of State for Communities and Local Government, who is advised by the Minister for Housing.

## **Contract**

A legally binding agreement between two or more parties.

## **Customer Working Group**

The Customer Working Group has worked with the Council to develop its transfer proposal since 2010. It extended its membership in 2013 to include 30 tenants and leaseholders from across the County to help the Council to develop the promises made in this Offer Document.

## **Day to Day Repairs**

Individual repair jobs carried out on a day to day basis, rather than larger pre-planned repair programmes. Day to day repairs aim to deal with more urgent matters in response to reports from tenants.

## **Decent Homes Standard**

The Decent Homes Standard is a standard set by the Government that aims to provide a minimum standard of housing conditions for all those who are housed by councils and other Registered Providers.

## **Demoted Tenancy (or demotion)**

A demoted tenancy is a tenancy that was secure, but as a result of a court order has lost security of tenure for a one year period.

## **Environmental Improvement Works**

These are planned repairs or improvements that would be carried out to the area outside of tenants' homes or in the wider neighbourhood, including works to footpaths, fencing, grassed areas, hedges and trees and car parking.

## **Homes and Communities Agency (HCA)**

The Homes and Communities Agency (HCA) is responsible for registration and regulation of social landlords (Registered Providers) in England. It is responsible for helping to create thriving communities and deliver affordable homes. It provides advice to Councils on housing transfer and makes recommendations to DCLG whether transfers should go ahead. The HCA also makes sure that the Council fully involves tenants in the transfer process.

## **Housing Management Service**

All of the proposed new landlords (Durham City Homes, East Durham Homes and Dale & Valley Homes) currently provide housing management services to the council's tenants. The service includes work involved with tenants, rents, repairs,

improvements and re-letting homes. It also includes work in communities and neighbourhoods in keeping things safe, clean and well managed.

### **Improvements**

Improvements are works that are over and above repairs, that are intended to help to bring homes up to a modern standard.

### **Independent Tenant Adviser (ITA)**

An adviser appointed to provide all tenants with independent and impartial advice on the transfer proposal. Your ITA is Open Communities. Contact details are set out on page ??

### **Introductory Tenancy**

An Introductory Tenancy is a non secure short term tenancy. New council tenants may be offered an introductory tenancy. These usually last twelve months and are like a 'trial' period. Usually an Introductory Tenancy automatically becomes secure after twelve months provided none of the Conditions of Tenancy have been broken.

### **Leaseholders**

A resident who has bought a long lease of their home from the Council. They have purchased the right to live in the property for a number of years whilst paying the Council ground rent for the lease.

### **Local Housing Services (or Local Housing Provider)**

Durham City Homes, East Durham Homes and Dale & Valley Homes currently provide services to tenants living in Durham City and its surrounding areas, East Durham and the west of the county. If transfer goes ahead these organisations would become landlords in the area they currently operate in. They would remain local housing providers, who offer local housing services to their tenants.

### **Not for Profit**

This means that members of such organisations are not allowed to make a profit out of the organisation's activities. Any charitable landlord (like Durham City Homes East Durham Homes and Dale & Valley Homes would be) must be not for profit. This means that if it has any surplus income it must be used for housing related purposes and its other charitable objectives.

### **Preserved Right to Buy**

Preserved Right to Buy is what a Council tenant's Right to Buy their home becomes after a transfer takes place. Tenants who have this right before transfer would still have this right after transfer.

## **Registered Provider**

This is the name by which all social housing landlords in England who are registered with the Homes and Communities Agency are known.

## **Resident**

In this document the term resident means tenants, leaseholders, service charge paying freeholders and other people living in the areas affected by transfer.

## **Right to Acquire**

A scheme designed to give eligible tenants of Registered Providers the right to purchase their home from their landlord using a grant. Both transferring and future tenants may be eligible.

## **Right to Buy**

The Right to Buy is a statutory right enabling eligible council tenants to buy their home with a discount.

## **Right of Succession**

The Right of Succession is a right for tenants to pass on their home.

## **Secretary of State for Communities and Local Government**

The Secretary of State for Communities and Local Government is the senior Government Minister with responsibility for housing transfer.

## **Secure Tenant**

A majority of local authority tenants are secure tenants and have a range of rights as set out in the Housing Act 1985.

## **Service Charges**

Service charges are the money that tenants, leaseholders and service charge paying freeholders pay for services provided by their landlord.

## **Social Housing**

Social housing is defined in the 2008 Housing and Regeneration Act and refers specifically to social rented and part rent/part buy housing provided to eligible persons who cannot afford to rent or buy at the market rates. Social housing is usually built with the help of subsidy from the Government. The subsidy enables the cost of rent or purchase price to be affordable for households who cannot otherwise afford the market rent/sale price in the area.

### **Specialist Housing**

Specialist housing is usually housing for older people or people with support needs, with some communal facilities and sometimes support staff.

### **Social Landlord**

Social landlord is a general term used to describe public and independent sector landlords including Councils and other Registered Providers regulated by the Homes and Communities Agency.

### **Stock Transfer**

Transfer of the management and ownership of the Council's housing stock to a not for profit Registered Provider.

### **Tenancy Agreement**

A Tenancy Agreement is a legally binding contract that is made between a tenant and a landlord, setting out the rights and responsibilities of both parties.

### **Transfer**

In this Offer Document the word transfer means the transfer of housing management and ownership from Durham County Council to Durham City Homes, East Durham Homes and Dale & Valley Homes. The term transfer is also used by housing services when existing tenants move to another home with the same landlord.