

A statement from Wansbeck Tenants' Panel

“The Wansbeck Tenants' Panel has been at the heart of the consultation on transfer right from the beginning.

Tenants from all over the district have been involved and helped to shape this offer that sets out exactly what Wansbeck Homes could deliver after transfer.

We firmly believe that we've helped create an offer that would deliver the most in terms of improvements to homes and also services.

We have worked hard over the last year and we have taken our role extremely seriously because this is such an important decision about the future of the housing service.

Tenants have the right to expect a better quality home and a higher standard of service. Through consultation the issues that are important to tenants have become clear, for example double glazing, new kitchens, bathrooms, doors and a better repairs service. We have worked with the Council to address all of these issues within this offer.

We believe that transfer to Wansbeck Homes would signal a fresh start for housing in the district. It would help secure the future of homes not just in the short-term, but also for future generations and would bring around £292 million of planned investment in tenants' homes and services over 30 years.

Most importantly we believe it is only right that it is us, the tenants who make this important decision. We would urge you all to read the information in this offer and please use your vote.”

Wansbeck Tenants' Panel

Transfer would deliver:

- ✓ **Repairing and improving homes to the higher Wansbeck Standard.**
- ✓ **More than £80 million planned to be invested, within the first 5 years and improved services.**
- ✓ **Safe, secure and improved local communities – with a variety of tenancy enforcement measures.**
- ✓ **More for your money and your rent would remain affordable – just as it is with the Council**
- ✓ **Local homes run for local people – by staff you know.**
- ✓ **Key rights, including the right to buy your home, would be protected**

Contents

<u>Section</u>	<u>Page Number</u>
1. Why Transfer?	4
2. Independent Tenant Advisor	15
3. Improving and Modernising Your Home	17
4. The Rent and Other Charges that You Would Pay	27
5. Continuing and Improving Your Housing Service	32
6. A Better Repairs Service	43
7. Dealing Effectively with Anti Social Behaviour	49
8. The Warden Service, Sheltered and Supported Housing	53
9. Your Rights	57
10. Involving You	65
11. The Proposed Tenancy Agreement	73
12. About Wansbeck Homes	113
13. Leaseholders	121
14. Useful Information	125
15. Legal Requirements for Tenant Consultation	127

Section 1

Why Transfer

Summary

- The Council is consulting you about a proposal to transfer homes to a new landlord set up with the help of the Council – called Wansbeck Homes.
- Unlike the Council under the present system, Wansbeck Homes, a not for profit organisation, could secure the money needed to improve homes now and in the future.
- Transfer would secure over £80 million of investment planned for the first five years to improve and maintain homes and estates - £48 million more than the Council expects it could afford.
- Transfer would mean more improvements and modernisation – more new kitchens and bathrooms, and extra investment to improve security and the environment.
- The extra investment would mean improved services, including a more customer focused responsive repair service.

What is the Council proposing to do?

Wansbeck District Council is consulting you about its proposal to transfer the ownership and management of all its homes to a local not-for-profit landlord, which would be called Wansbeck Homes. The Council is helping to establish Wansbeck Homes as a new organisation to manage your homes. Wansbeck Homes would become your landlord if the housing transfer goes ahead.

This document has been sent to you so that you understand exactly what the Council's proposal is, and also, you can have a chance to comment on it.

The Council believes that the transfer is the best way forward for the future of your homes, but it will be for you, the tenants, to decide that for yourselves, and to tell the Council in a ballot of all the Council's Secure and

Introductory Tenants. The ballot is planned for early 2007. If you have any questions about any aspect of the proposal for transfer, please phone the council's Freephone Helpline on 0800 027 766.

Why is the Council asking you to consider this change?

Government guidelines say that all English councils must decide how their homes can be brought up to the Government's Decent Homes Standard by 2010.

Wansbeck District Council has concluded that transfer is the only way of achieving the Decent Homes Standard. However, this is a very basic standard, and tenants have told the Council that they want their homes brought up to a higher standard – one which is fit for today. This higher standard has been accepted by the Council and is called the Wansbeck Standard.

See Section 3 (Improving and Modernising Your Home) for more details.

Wansbeck Homes has made the promise to bring all homes up to this standard, and in doing so is committed to using high quality workmanship and materials.

Before the Council decided to look more closely at transferring its homes, it looked carefully at all the options that it could use to achieve the Wansbeck Standard. Tenants' views on the options were collected by the Tenants' Focus Group and the Group's report was part of the Council's decision-making process. Tenants' views have also been made known through the Stock Transfer Tenants' Panel and Housing Project Steering Group.

All the views of tenants have been used in putting this proposal together.

The Council wants you to get a better service, and has started to make improvements in the last year, but it knows that there can be no more improvements unless it gets more money to spend.

However, the Government has rules which put very tight limits on how much money the Council can borrow, and how much money it can use from rents. Due to these rules the Council does not have enough money to pay for all the modernisation and major repair works that its homes need, or to improve services. The Council acknowledges that tenants have had to wait

too long for work to be done to homes that are not up to modern-day standards.

Wansbeck District Council and the Tenants' Focus Group looked at all the options for raising the cash needed for improvements. They took independent advice on the options from financial and other experts. All the figures show that the Council is short of about £48 million of the money needed to invest in your homes, over the next 5 years alone.

After careful consideration, and involvement with tenants, the Council decided that transfer of the homes to a new, local not-for-profit landlord, set up to provide a local housing service for Wansbeck, was the only option that would provide the money that was needed.

Why can't the Council spend what is needed?

Councils can get the money to carry out improvements and repairs to their homes from three places: the rents that tenants pay, Government subsidy, and borrowing. However, the Government controls each of these three sources:

- Rents – the Government lays down how rents are calculated, and what the maximum charge can be to safeguard what tenants can pay. Part of the Council's rents have to be used to repay the money that was borrowed to build or improve homes in the past.
- Government Subsidy – the Government uses a complex system to share out the income from council house rents on a national basis. This system means that Wansbeck District Council will have to give £3.5 million to other councils in 2006/07 to fund social housing nationally.
- Borrowing – the Government has very tight rules covering the amount of money that each council can borrow for its housing service. Wansbeck District Council cannot borrow anything like the amount of money needed to repair and improve homes and services, and keep them that way in the future.

What are the key benefits of transfer?

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

(i) **An £80 million programme of repairs and improvement planned for the first 5 years after transfer.**

This programme would include funds set aside for new double glazed windows so that every home would have double glazed windows throughout and also the following work where necessary:

- New secure front and back doors.
- New bathrooms and improved layouts, including showers.
- New kitchens and improved kitchen layouts.
- Upgrading of central heating and the provision of focal point fires.
- Wiring upgrades including additional sockets, smoke alarms, extractor fans and external security lighting.
- Upgrade the Community Alarm and Warden Call system to support elderly/vulnerable tenants.

(ii) **Affordable rents**

If the transfer goes ahead, the rents paid by all Wansbeck Homes' tenants, would be set using the same Government set formula as with the Council. This means that whether your landlord is Wansbeck Homes or Wansbeck District Council, your rent would remain affordable.

See Section 4 (The rent and other charges you would pay) for more details.

(iii) **Tenant Involvement**

Tenants have had some involvement in the management of their homes through tenants' and residents' groups. Wansbeck Homes would continue this involvement by providing a wide and varied range of opportunities for tenants to be involved in all aspects of the

organisation. A menu of opportunities would be developed so that tenants could choose to be involved in the management of their homes, in ways and at times that suit them.

In addition to this, five of the fifteen Board Members of Wansbeck Homes would be tenants and these tenant Board Members would be selected by tenants.

See Section 10 (Involving You) for more details.

(iv) Improved Services

Wansbeck Homes' housing service would be run by people that you already know, and are used to dealing with. This is because the Council staff who provide your housing services, including Local Housing Officers, the Contract Services Team and Wardens, would transfer to Wansbeck Homes, and become employees of the new organisation.

But there would be more money with Wansbeck Homes to improve services, and to build on the improvements in service that that you have seen during the last year. Wansbeck Homes would talk to you about the sort of housing management services you want to receive, and how they should be provided.

After transfer, Wansbeck Homes would:

- Continue to use Contract Services' staff to carry out work in your home.
- Aim to set up apprentice training schemes to make sure that it has all the staff that it needs.
- Look at the future repairs programme, and make sure that contracts for work go to the people best able to carry them out, with the aim of encouraging local employment and using local products.
- Improve the appointment system for repairs so that you get more choice as to when repairs could be done; and you could be more confident that repairs would be done on time.

See Section 6 (A Better Repairs Service) for more details.

(v) **Improvement to Sheltered Housing Schemes**

Wansbeck Homes would talk to people who live in sheltered housing about what they need, for example consultations could be set up in relation to:

- Improvements to security and access arrangements by installing or upgrading electronic door entry systems.
- Upgrading the Warden Call system.
- Maintaining and improving communal facilities and community rooms.
- New TV Aerial systems.

See Section 8 (Warden Service, Sheltered and Supported Housing) for more details.

(vi) **Key Rights**

As a tenant of the Council you have some important key rights. These would be protected by:

- Your new tenancy agreement.
- A contract between the Council and Wansbeck Homes.

See Section 9 (Your Rights) for more details.

(vii) **Tackling Estate Problems**

Wansbeck Homes would invest additional resources to tackle anti-social behaviour and improve safety in and around your home.

See Section 7 (Dealing Effectively with Anti-Social Behaviour) for more details.

(viii) **Neighbourhood Regeneration**

The Council is keen to bring about significant regeneration to the District. Transfer would bring an opportunity to raise additional

resources to help regenerate the District in both the Private and Public Sector areas. As part of the regeneration plans, it is likely that some areas will require significant change to create the necessary transformation and improvement to sustain those communities into the future. Wansbeck Homes would work in partnership with the Council in supporting the delivery of its regeneration plans, which could involve new homes and services.

Wansbeck Homes would provide specific resources, including staff, to work with tenants so that their views are at the heart of any plans affecting their estates. Wansbeck Homes would develop, with tenants, estate action plans highlighting the works that they feel are required to improve their areas.

Funding the proposal

Wansbeck Homes would not pay the Council anything for the homes. This is because the homes have to be valued using a Government formula which takes into account:

- Homes being kept available for rent at affordable levels.
- Tenants keeping their security of tenure.
- Rents payable by tenants over a 30 year period.
- The costs of managing and improving the homes over a 30 year period.
- The cost of carrying out the promises in this document.

This valuation is worked out very differently from the value of individual homes sold on the open market, or to tenants under the Right to Buy. The calculation means that the Council's homes have a negative value once the investment required for improvement is taken into account. If your home is transferred, the Government has agreed to enter into a gap funding arrangement with the new landlord, Wansbeck Homes, to support its business plan and the £80 million investment required in your homes. Wansbeck Homes would borrow necessary funds to pay for the repairs and improvements, from reputable lenders such as banks and building societies. Loans are usually taken out for a period of 25 - 30 years, and be repaid with rental income, which is allowed for in Wansbeck Homes' 30 year

business plan. Gap funding grants would provide additional funding as required to support Wansbeck Homes' business plans.

How could Wansbeck Homes spend what is needed?

Under current Government policy Wansbeck Homes would not be restricted in the same way as the Council is:

- Rents – the same Government formula would be used to calculate rent increases, but as part of the transfer, the Government would repay the money borrowed by the Council in the past for new houses and improvements. Consequently, Wansbeck Homes would not have to make any repayments for old debt, and would have more to spend on repairs and improvements.
- Government Subsidy – Wansbeck Homes would not be part of the subsidy system, so it would not have to give any of tenants' rent money to the Government to be spent elsewhere in the country. This would leave all your rent to be used on improving your homes and services and running Wansbeck Homes' housing business.
- Borrowing – Wansbeck Homes would be able to borrow money from banks and building societies.

What would the Council's role be after transfer?

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

However, the Council would:

- Monitor Wansbeck Homes to check that it carries out the promises in this document. The promises would be part of a legally binding contract between the Council and Wansbeck Homes.
- Make sure that Wansbeck Homes carries on letting homes to local people in need.
- Keep the responsibility for housing homeless people.
- Nominate five people (who could be Councillors) to be Board Members of Wansbeck Homes.

- Have a strategy for meeting housing needs across Wansbeck, and use its powers to put the strategy into practice, so that the right sort of homes are provided in the right place.
- Process housing benefit applications.
- Carry on providing other services to Wansbeck Homes' tenants, such as rubbish collection and environmental health services.

How have tenants' views been taken into account?

The Tenants' Panel has been working in partnership with the Council to negotiate and develop this transfer proposal, and make sure that it covers the concerns and priorities of Wansbeck District Council's tenants.

The Council wants to hear your views. Please write to us at the Council using the pre-paid reply card enclosed at the back of this document. The Council would then consider all views sent in at a special meeting and then inform you of any changes to the proposal made as a result of your views. This would happen before a ballot takes place.

See Section 4 (Legal Requirements for Tenant Consultation) for more details.

How would the ballot work?

A confidential ballot would be used to find out whether or not tenants want the transfer to go ahead. Every secure and introductory tenant would have a vote. Where there are two or more tenants living in a Council House they each would have a vote. It is very important for every tenant to use his or her vote. If you feel that someone in your household should be entitled to vote, but has not received an Offer Document, please contact the Council on the freephone 0800 0279766.

The ballot would be organised by an independent organisation, the Electoral Reform Services. Two voting options would be made available to you, postal and telephone voting. Each option would ensure that your vote is kept confidential. Details of the voting options would be fully explained on your ballot paper. Information about how you can vote would be sent to you shortly. You will also have an opportunity to make representations on our proposals.

The Council could only carry on with the transfer proposal if a majority of tenants voting in the ballot are not opposed to transfer. If there is a 'yes' vote the Council would apply to the Secretary of State at the Department for Communities and Local Government (DCLG) for consent to go ahead with the transfer. The Secretary of State will take tenants' consents into account when deciding whether to give her consent to the transfer. The Council would then plan to transfer all homes to Wansbeck Homes within around eight months of the successful ballot result.

If the majority of tenants who vote in the confidential ballot are against the transfer, you would continue to be a Council tenant and the Council would keep its responsibilities as your landlord

What would a 'No' vote mean?

If the transfer does not go ahead you will remain a tenant of the Council. The Council would continue to provide you with the best service it can, but it would not have the money to carry out the programme of repairs and improvements that could be delivered by Wansbeck Homes.

As things stand, the Council does not even have the money to comply with the Government's minimum requirements, let alone meet tenants' expectations in terms of having warm, energy efficient homes with modern amenities – the Wansbeck Standard.

If there is a 'No' vote the Council would have to consider:

- Only carrying out urgent repairs.
- Only carrying out minor improvement works – for example repairing windows and kitchens and not replacing them.
- Possible closure of some offices.
- Possible cuts to some services such as caretaking and tenant participation.
- Not improving the local environment of estates.
- Not carrying out major works to empty homes – this could result in an increase in the numbers of empty homes.

- Taking steps to make changes to services, which may involve staff cuts.

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

We asked an independent company to carry out a detailed study of the options open to the Council. Their advice was that a housing stock transfer would be the only way of raising the money necessary to carry out the improvements and modernisation that tenants say they want for their homes. The Tenants' Focus Group agreed with their conclusion. That is why the Council is asking you to consider the proposal to transfer.

More information

If you wish, you can contact the Council on our freephone number 0800 0279 766 to get more information about the transfer including:

- A copy of the Housing Corporation's Residents' Charter, which sets down the standard of service that you could expect from Wansbeck Homes, and the legal rights that Wansbeck Homes is expected to give you.
- A more detailed comparison of the rights that you now have, with those that you would have if the transfer goes ahead.

See Section 9 (Your Rights) for more details.

- Details of the Tenants' Panel, Service Improvement Group and other tenant or resident association operating in your area.
- Information about the Independent Housing Ombudsman.

Section 2

Your Independent Tenants' Advisor

Summary

- Tenants have chosen an independent organisation called Priority Estates Project (PEP) to provide, free, impartial advice on transfer.
- Your independent advisors working in Wansbeck are Eileen Adams and Javaid Iqbal.
- You can call PEP on a freephone advice line on 0800 243082.
- The freephone advice line is normally staffed during working hours. If you call outside these hours, you can leave a message and Eileen or Javaid will get back to you.

Your Independent Tenants' Advisor

Tenants have chosen an independent organisation called PEP (Priority Estates Project) to provide free and impartial advice on the transfer and how the transfer would affect you. The people leading this project are:

Eileen Adams
e-mail eileen.a@engage3.org

Javaid Iqbal
e-mail javid.i@engage3.org

If you would like to contact PEP, please ring them on their freephone advice line. The number is 0800 243 082 and calls from landlines only are free.

The telephone line would normally be staffed during office hours. If you call outside these hours then there is an answering service.

Please leave your name, address, telephone number and brief details of your enquiry. One of the team from PEP will get back to you the next working day.

You can also write to PEP. Their address is:

Church View
Felixkirk
North Yorkshire
YO7 2DP

PEP is there to help you – please make use of them

See Section 14 (Useful Information) for more details.

Section 3

Improving and Modernising Your Home

Summary

- Wansbeck Homes would aim to invest £80 million in the first 5 years on improvements, modernisation and repairs.
- A works programme designed to ensure that all homes would have full double glazing would be implemented
- The Wansbeck Standard includes fully fitted kitchens and bathrooms with a choice of style and layout.
- Wansbeck Homes would aim to ensure that all homes that need them get secure doors in the first five years after transfer.
- Sheltered housing would also receive improvements.
- All tenants would be consulted individually before work is carried out to their home.
- The total planned investment over 30 years would be around £292 million.
- Non traditional homes would benefit from structural repairs and would be improved in line with the modernisation programme.
- An upgraded Warden Call system would be provided after transfer for elderly and vulnerable tenants.
- An allowance of £100,000 per year would be made available to pay for aids and adaptations to homes.

What improvements would be carried out by Wansbeck Homes?

Wansbeck Homes would carry out a major programme of improvements, modernisations and repairs. This programme, would be based on an independent survey of the condition of homes, and information that the Council has received from tenants. The independent survey shows that

£292 million will be needed to be spent over 30 years with £80 million of that available over the first 5 years.

Wansbeck Homes would continue to consult with tenants in the future. The aim is for every home in the District to reach the Wansbeck Standard (the Wansbeck Standard is outlined on this page). Wansbeck Homes would therefore, plan for tenants to receive improvement works to the level needed to bring their home up to this higher specification.

The programme of works would bring homes up to a higher standard than the minimum set by the Government's Decent Homes Standard.

Wansbeck Homes would plan to spend £292 million in the next 30 years, with around £80m million planned for the first 5 years following transfer. In contrast, in the same 5 year period, the Council expects only to have £32 million to spend, a shortfall of £48 million.

Would I be given a choice of my improvements?

Wansbeck Homes would offer a wide range of choice of materials, provided as part of the improvements carried out to your home. Improvements to your home would be undertaken using quality materials, with a high standard of workmanship.

What improvements would be included in the Wansbeck Standard?

Examples of work are:

- **Full double glazing** – windows would be replaced with upvc units
- **External doors** – old front and rear external doors would be replaced with a choice of high security feature doors including multi point, multi action locking systems and spy holes.
- **Fully fitted kitchens with a choice of style and layout including** - choice of floor coverings, wall tiling, extractor fan and additional electrical sockets.
- **Choice of bathroom suite including** – choice of floor coverings, wall tiling with electric shower and extractor fan.

- **Heating systems including** – high efficiency boiler, choice of gas fire or electric fire with hearth, choice of surround and upgrading of loft insulation where appropriate.
- **Solid Fuel** – option solid fuel heating systems changed to gas when homes are upgraded.
- **Electrical improvements including** – wiring upgrades, hard wired smoke alarms, external security lighting additional sockets, extractor fans and new secure electronic opening doors in sheltered schemes.
- **External renovation work and related assets including** – structural works to non traditional properties, roof replacement, external wall repairs, fascias, soffits, rainwater goods and upgrading of loft insulation, where appropriate. Works would also be carried out to outbuildings and garages.
- **Fencing, boundary walls and footpaths including** – repairs or replacement of boundary and dividing fencing and boundary walls where appropriate (this is not a requirement of the Government’s Decent Homes Standard).

The improvement works, where possible, would take account of the requirements of the special needs of tenants.

Would non-traditional homes be improved?

There are currently approximately 400 non-traditional homes in Wansbeck District that are owned by the Council. The repairs and improvements needed to these types of homes have been identified by a specialist surveyor’s report. Within the first five years Wansbeck Homes would plan to carry out any structural repairs identified and would also aim to improve these properties, where appropriate, to the Wansbeck Standard.

Non traditional homes are those properties built using non traditional materials. An example of these are the Airey properties that were constructed using pre cast, concrete cladding.

What would be the level of investment over the first 5 years?

The table shows the level of investment that Wansbeck Homes would plan to spend within the first 5 years of the transfer, compared to the amount that the Council expects that it would spend over the same period.

Projected Investment with the Council over 5 years
£32 million

Investment planned by Wansbeck Homes over 5 years
£80 million

Difference if transfer goes ahead
£48 million extra planned investment with Wansbeck Homes

These figures include improvement works and the provision for day to day repairs and cyclical works (such as gas servicing). If we compare the money available for improvement works alone, in the first 5 years this shows that Wansbeck Homes would have the funds in its business plan to invest £63 million whilst the Council expects to have a maximum of £15 million to invest.

This means that Wansbeck Homes would be able to invest over 4 times the amount of money in improving properties than the Council would be able to do, as illustrated in the table below.

	Planned investment in first 5 years	
	With the Council	With Wansbeck Homes
Double glazed windows and secure external doors (front and back)	Maximum of 800 homes	At least 4,000 homes
Fully fitted kitchens	Maximum of 800 homes	Maximum of 2,500 homes
Bathrooms including showers over baths	Maximum of 800 homes (no shower provision)	Maximum of 2,500 homes
Heating systems upgrades – including focal point fires	Maximum of 800 homes (no provision for focal point fires)	Maximum of 2,500 homes

	Planned investment in first 5 years	
	With the Council	With Wansbeck Homes
Electrical works	Maximum of 800 homes	Maximum of 2,500 homes
Environmental Works/Communal assets	No specific provision	£2.78 million identified for fencing , footpaths, car parking and communal areas

If transfer does not go ahead, the Council would have to seriously reconsider the way it carries out the limited improvement works it could afford to do. This could mean that kitchens would be repaired instead of replaced, individual sanitary items in bathrooms replaced as opposed to entire suites, and windows and doors renewed or repaired on an ad hoc basis.

Investment in sheltered housing schemes

Wansbeck Homes would pay particular attention to the investment needs of homes and community rooms in sheltered housing developments.

Wansbeck Homes recognises that each of these schemes has different needs, although there are some shared issues such as security and ease of access, and some small sized (bed-sit type) flats. Wansbeck Homes would have a specific budget to carry out improvement works to sheltered housing schemes which could include remodelling bedsits into one or two bedroomed flats.

Wansbeck Homes would be committed to a programme of further consultation with residents in each scheme, prior to developing detailed proposals. This would include consultation on:

- The provision of new or upgraded door entry systems for additional security, including automatic secure doors to improve access.
- The identification of issues of safety, security and access to each scheme, with work being prioritised as necessary.

- The modernisation of individual flats within the sheltered housing schemes as part of the improvement programme.
- A review of bed-sit accommodation to look at the feasibility of conversion of some bed-sits into self-contained flats with their own bathrooms and kitchens.
- Choice of retaining a bath tub or the installation of a new shower room where possible (also sometimes known as a wet room).
- The detail of a programme of improvements to communal rooms and facilities. This would include Wansbeck Homes' plan to redecorate each scheme within the first 5 years, and establish a rolling programme of decorating and improving communal areas (including furniture and carpets).
- The introduction of a programme to install and maintain computers for shared use.
- The fitting of new communal TV aerials
- The upgrading of the community alarm and Warden Call system.

Would tenants be consulted about the works?

Yes. Each tenant would be fully consulted about the proposed modernisation and improvement programmes planned for their homes before any work is carried out. Where new kitchens and bathrooms are being fitted, tenants would be fully involved in the design and layout, and would be able to visit exhibitions to help them choose styles and colours. Staff would also visit tenants in their homes, if required, to talk through any concerns, and agree final choices of designs and colours.

Do you have to have the work done?

Unless there are health and safety issues involved, such as gas servicing, works would only be carried out to your home if you wish them to be done. Improvements that have been carried out by tenants with the necessary permissions that are still in good condition, would not need to be removed.

Would you pay extra for these improvement works?

No. There would be no extra charge for any of these improvements (over and above the annual rent increases explained in Section 4).

See Section 4 (The Rent and Other Charges That You Would Pay) for more details.

Would tenants have to move out while works are being carried out?

Wansbeck Homes does not anticipate that tenants would have to move out whilst works are carried out. However, if there are special circumstances, Wansbeck Homes would provide additional support during major works, and take account of special requests prior to starting the work.

These special arrangements might include moving you out on a temporary or permanent basis whilst the work is done, and paying the appropriate disturbance costs for you, such as removal costs, disconnection/reconnection fees for gas, water, electricity and telephones.

Would you have the right to do your own improvements?

Yes, just like with the Council, you would still be able to improve your home, with the permission of Wansbeck Homes and any planning or other consents that you may need. If you do improve your home, within the terms of your tenancy agreement, this would not affect the level of rent you pay and you may be entitled to compensation if you end your tenancy, to reflect the investment you have put into your home.

Would Wansbeck Homes maintain homes properly in the future?

Yes. One of the aims of the transfer proposal is to make sure that the homes are properly maintained and that there is enough money in the future to maintain the homes to a good standard. Wansbeck Homes would have the money in its Business Plan to make sure that items in your home, for example central heating boilers, were replaced when they reached the end of their useful life. Wansbeck Homes would also put in place a programme of maintenance schemes on a regular basis, for jobs such as gutter cleaning and repair, external painting and gas servicing.

What would happen about day to day repairs?

Wansbeck Homes would be responsible for providing the day to day repairs service. Its aim would be to improve upon the existing service.

See Section 6 (A Better Repairs Service) for more details.

What about community safety, estate and environmental works?

Tenants have told us that it is not just their homes that need improving, but the estates and environment around their homes too. Wansbeck Homes would have more funds available to carry out more extensive planned programmes of major works to improve estates, and external areas around tenants' homes. The Council does not currently have the money available to carry out estate improvement works and is not able to plan to do this work in the future.

Following consultation with tenants, Wansbeck Homes would propose to carry out:

- Community Safety Works such as fencing programmes and improved lighting, secure communal entrance systems.
- Estate works such as a review of car parking provision and improving footpaths.
- Environmental and landscaping works to improve the neighbourhood around tenants' homes.

Who would do the work?

Wansbeck Homes would plan to invest £2.78 million in environmental and related works (for example footpaths) during the first five years following transfer. Tenants and tenant groups would be consulted before these works would be carried out.

The existing workforce, who do the repairs and improvements to your home at present, would continue to do so after the transfer. As Wansbeck Homes would be investing more money in improvements to tenants' homes it would also be supported by other partners. All improvements would be monitored

and Wansbeck Homes would aim to ensure the minimum disruption to tenants.

Would Wansbeck Homes carry out aids and adaptations for tenants that need them?

Wansbeck Homes would provide a service for delivering aids and adaptations to tenants. Wansbeck Homes would work in partnership with the Council and the NHS Care Trust to deliver effective and responsive adaptation services.

Wansbeck Homes would provide a budget of £100,000 per year for 30 years for aids and adaptations such as handrails or grabrails to help meet the needs of tenants. Adaptations could be provided to tenants' homes, to help and assist tenants to remain independent and stay in their own home.

Examples of the types of works are:

- Providing grab handles or ramps to aid access to a tenants' home
- Fitting door access systems
- Internal alterations to allow wheelchair access
- Installation of stair lifts
- Fitting flat floor showers.

This service provided by Wansbeck Homes would be over and above the Council's current Disabled Facilities Grant programme. This would continue to be delivered, subject to available resources, by the Council for residents, including tenants of Wansbeck Homes, in the District.

Which homes would be improved first?

Wansbeck Homes would prioritise the improvement work to be done. The Board of Wansbeck Homes would consult tenant representatives and residents' groups as part of the decision on where the improvements works would be carried out first.

Would any homes be demolished?

Wansbeck Homes has no plans to demolish any homes. It is committed to working with tenants to ensure their homes are brought up to the modern standards that they want.

Section 4

The Rent and Other Charges That You Would Pay

Summary

- Wansbeck Homes would charge you the same rent at the point of transfer as the Council would.
- Rents increases would be calculated using the same formula each year, as they are with the Council.
- You would only have one rent rise a year, just like with the Council.
- You would still be entitled to claim Housing Benefit, just like with the Council.
- Tenants would be consulted on additional ways to pay rent.
- Wansbeck Homes would have a fair policy for dealing with rent arrears.
- After transfer, Wansbeck Homes would continue the Council's practice of offering 4 'rent free' weeks a year.

What would happen to rents?

Government guidance states that by 2012 all social landlords should charge the same rents for similar properties in similar locations – the 'target rent'. This applies nationally to all councils and to all social landlords irrespective of whether a transfer takes place.

If transfer goes ahead in Wansbeck, at the time of transfer, each tenant would pay the same rent to Wansbeck Homes as they were paying to the Council.

Rent levels would be reviewed once a year in April, just as they are with the Council. This review would be subject to the Government's rent policy, which states that rises should follow a set formula. This formula limits increases to inflation plus 0.5%, plus no more than £2.00 per week (based on a 48 week rent year) until target rent is reached. After a 'target rent' is

reached, the Government's policy is that rents should not increase by more than inflation plus 0.5% each year.

What does this mean in real money?

If inflation is 2.5%, the increased rent that you could expect to pay, after the first rent increase with Wansbeck Homes, for a home with a weekly rent of £50.00 would be £51.50 (including 0.5% as set by Government). That increase could be adjusted by up to £2.00 a week over a full 52 week year. In Wansbeck however, where many tenants' rents are collected over 48 weeks rather than the full 52 weeks, this adjustment would actually amount to £2.17 per rent collection week.

Wansbeck Homes would be committed to keeping rents affordable, and the Housing Corporation would ensure that they do this.

Remember:

Wansbeck Homes plans to invest £80 million in the homes over the first 5 years after transfer. Even though the Council's rent increases would be set using the same formula, the Council projects that it would only be able to invest about £32 million over the same 5 year period. This is because councils operate within different financial rules.

What rents would new tenants pay?

New tenants are people who are not currently secure or introductory tenants of the Council, who move into a home for the first time after the date of transfer. Wansbeck Homes plans to charge all new tenants the target rent for their home from the start of their tenancy, plus any service charge that is applicable. It would also plan to limit their future increases in line with Government policy.

Supporting People Grant

At present, some tenants receive visits from wardens and have an alarm call system fitted in their property. Since April 2003 the costs of providing these services have been dealt with under the Government's Supporting People Grant rules. These rules would apply to Wansbeck Homes just as they do to the Council. They would not change as a result of the transfer.

Wansbeck Homes would continue these services and would look to improve them after transfer.

(See Section 8 – Warden Service, Sheltered and Supported Housing for more details.

Some tenants may receive other kinds of housing related support, and again this would continue after transfer. Wansbeck Homes would honour any transitional protection that tenants may receive, whilst they remain tenants of Wansbeck Homes, or until such time that a full review of charging for support services is undertaken. Any such review would also be undertaken by the Council if the transfer does not go ahead.

What about Housing Benefit?

Transfer would not affect your entitlement to claim Housing Benefit.

The Council would still be responsible for assessing claims and making payments. Applications would still be made to Wansbeck District Council, and the Council would make payments and be able to give advice to people. However, Wansbeck Homes would also have trained staff who would be able to help tenants claim Housing Benefit, and deal with problems.

What about rent arrears?

Your rent would pay for your housing service and the investment in your homes. Wansbeck Homes believes that it is not fair to those tenants who do not pay their rent on time, to allow a minority not to do so. However, it also realises that some tenants do sometimes have financial difficulties through no fault of their own. As a responsible social landlord, Wansbeck Homes would adopt a 'firm, but fair' policy towards rent arrears.

Wansbeck Homes would make personal contact with tenants who are in arrears, and try to work out a reasonable way for the arrears to be paid off. Staff would be trained in arrears management and benefits, so that they could give advice and support to tenants who are in genuine difficulty.

As a last step, Wansbeck Homes, like Wansbeck District Council, could take court action to end a tenancy. This would only normally be done when

a tenant has ignored an agreement to pay off arrears without any good reason.

If the transfer goes ahead, any tenant who owes rent to Wansbeck District Council, would then owe that rent to Wansbeck Homes

(See Section 11 – (Proposed Tenancy Agreement) for more details.

What would happen to service charges?

Wansbeck District Council's service charges are currently pooled, which means that every tenant contributes to the cost of some services, whether or not they receive them. Government policy aims to ensure that only those tenants who receive services pay for them.

The Government has said that all social landlords (including councils and Housing Associations) must separate out the charges for services supplied to tenants. These charges would be shown separately from the weekly rent. These are called service charges, and cover such things as:

- Cleaning services.
- Internal communal heating and lighting.
- Grounds and garden maintenance.

Wansbeck District Council has not yet separated out these charges from your rent.

Wansbeck Homes would have to identify these charges, and pass the cost onto the tenants who benefit from the services. It is important to note that Wansbeck District Council would be faced with making the same changes. Wansbeck Homes would consult with tenants who may be affected by these changes.

Service charges are subject to Government guidance which currently states that annual increases should be no more than inflation plus 0.5%. Wansbeck Homes would not make a surplus from the service charges that it applies, and would only cover the cost of the service that it provides.

Service charge increases would occur once a year (unless a new service is introduced) and would usually occur at the same time as increases in rent.

Wansbeck Homes would consult with tenants as to whether there are any new services that they would wish to see introduced.

What methods could you use to pay your rent?

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

- Payment by post (cheques only).
- Payment at local offices.
- Payment at Post Offices.
- Standing Order.
- Payment by Telephone.
- Payment by debit or credit card.
- Internet payments.

Tenants have been at the forefront of suggesting new ways for tenants to pay their rents, and Wansbeck Homes would continue to work with tenants to identify new and more convenient payment methods as they become available.

What about water rates?

Wansbeck Homes plans to continue the current arrangements for collecting water rates with the rent. This is subject to reaching agreement with the Water Authority.

What about paying rent for a garage?

Tenants who rent a garage would still pay a weekly rent to Wansbeck Homes, as they do currently with Wansbeck District Council.

What about the current 4 'rent free' weeks?

Wansbeck Homes would continue to set charges and collect rents over 48 weeks as the Council currently does. This would mean that after transfer Wansbeck Homes, like the Council, would continue with the current 4 'rent free' weeks for tenants who are not in arrears.

Section 5

Continuing and Improving Your Housing Service

Summary

- Housing Staff would transfer and be employed by Wansbeck Homes, so you would see the same familiar faces.
- Wansbeck Homes would constantly work towards improving the service.
- Wansbeck Homes would aim to get more repairs done by appointment, and by an improved customer focused repair service.
- Services for older people would be continued and enhanced after transfer, including sheltered and supported housing.
- There would be a clear procedure for resolving tenants' complaints.
- Your views are important – Wansbeck Homes would ask for your views on services.

Wansbeck Homes would be committed to maintaining and improving the existing housing services. It would recognise the importance of providing services that are local, and responsive to the communities in Wansbeck. Wansbeck Homes would aim to:

- Make it easy to contact the service by telephone, email or personal contact, so that any enquiry can be dealt with quickly and professionally.
- Retain area offices for delivery of services closer to communities. A review of service delivery points would be planned to be carried out in consultation with tenants within 12 months of transfer.
- As well as ensuring all its office bases, including local area offices, are based in Wansbeck after transfer, Wansbeck Homes would also hold surgeries at community based locations.
- Provide Wansbeck Homes' staff with regular customer care training.

- Establish Area Housing Management Teams responsible for services to clearly defined areas. These areas would be agreed following consultation with tenants. Wansbeck Homes believes that local teams are best placed to respond to the different needs of communities, and make it easier for tenants get to know the people who are responsible for providing services to them.
- Clearly identify the managers responsible for delivering services in particular areas, so that the tenants know who to contact to get a problem sorted out.
- Give every tenant a named contact officer, who would be able to advise them on their tenancy, and help them solve any housing related problems that they have.
- Clearly publicise how each local management area is performing in key areas such as repairs, lettings, tenancy and vacant property management, debt recovery and anti-social behaviour, so that tenants could judge how good their service is.

In partnership with you, Wansbeck Homes would aim to regularly review the way in which it delivers services to help make sure that services are:

- Tenant focused and driven.
- Caring and responsive.
- Meeting the needs of local communities.
- Effective and efficient, and
- Good value for money.

Wansbeck Homes would review services with tenants, for example it could set up Service Review Groups to look at all areas of its services. These Groups would include tenants and members of staff, and any interested tenants could ask to take part. The Service Review Groups would comment on how well a service is being provided, and recommend where improvements need to be made. Wansbeck Homes work with tenants to aim to start the first Service Review Groups within the first year of transfer, and then establish a rolling programme so that all service areas are subject to review and continuous improvements.

Dealing with people you know

After transfer, the people who currently work for the Council's Housing Services would transfer to Wansbeck Homes, including the staff and trades people from the Council's Contract Services. Sheltered Housing Wardens would also transfer to Wansbeck Homes, and the services that they provide would continue after transfer. This means that you would continue to deal with the people you know, but these people would now have more resources to deliver a quality housing service.

Making services more accessible

Wansbeck Homes would aim to introduce new ways to contact the services, including e-mail, internet and text messaging communications

Improving the repairs service

After transfer Wansbeck Homes would carry out the same repairs, free at the point of service, as the Council currently does, but would aim to provide a better quality repairs service for the benefit of its tenants. There would be:

- Confirmation of appointments by telephone and verification of visitors' identity, especially for vulnerable tenants.
- Customer Care training for all staff.

See Section 6 – (A Better Repairs Service) for more details.

Improvements to communal areas, estates and neighbourhoods

Looking after the environment around its homes would be a priority for Wansbeck Homes. Tenants would be fully involved in setting priorities for this work, and in helping to suggest schemes and designs that would benefit their neighbourhoods.

Wansbeck Homes would plan to set up an environmental improvement fund which could be targeted to support work by local resident groups and tenants. In order to identify improvements that tenants want carried out, tenants, with the support of Wansbeck Homes' staff could prepare

proposals for consideration by a panel. This panel, which would also include tenants, would consider requests and decide which works are to be carried out.

Garages and garage areas are also a cause for concern among tenants, and Wansbeck Homes would review all garage areas with residents, and would publish a plan for each site.

Would Wansbeck Homes do any community work?

Yes. Wansbeck Homes would work closely with residents and public bodies like Social Services, Education, the Police and Health Authority, GPs and voluntary agencies, to help local communities tackle problems and improve the quality of life on estates. Wansbeck Homes would also work in partnership with others including the Employment Services, to tackle social exclusion and support neighbourhood renewal initiatives. One of the early projects that Wansbeck Homes plans to implement would be an apprenticeship scheme (which would actively target tenants and their families) to create job opportunities. It would also implement a campaign to increase benefits take up for its tenants, and a series of estate clean ups.

Dedicated Housing Management Services

Wansbeck Homes would place a large emphasis on delivering quality housing management services to its tenants. It would therefore aim to:

- Involve tenants in reviewing, commenting on and identifying ways of improving all areas of its service.
- Carry out accompanied viewings and follow up visits for all new tenants, to introduce them to the service and help sort out any problems.
- Arrange housing benefit advisory assessments before the start of new tenancies, so that people have clear information on the amount of rent that they would be expected to pay.
- Issue a tenants' handbook to every tenant's home to provide clear information on all parts of the housing service.

- Continue with the low cost tenant home contents insurance scheme after transfer.
- Establish a community support fund to help vulnerable tenants move into new, or maintain existing, homes.
- Establish a new Community Sustainability team to support tenants when homes are being improved, and to work with tenants and communities on identity issues affecting them, and developing estate action plans.

Dealing with anti-social behaviour

Wansbeck Homes would recognise that nuisance and anti-social behaviour can affect the quality of life for its tenants, and would be committed to tackling all forms of nuisance and anti-social behaviour. Wansbeck Homes would not tolerate any forms of nuisance, harassment or anti-social behaviour from its tenants, tenants' families or people who are visitors to a tenant's home. Working with partners (for example the police) it would consider taking action against private owners or other people if they are guilty of anti-social behaviour that affects the quality of life of Wansbeck Homes' tenants, or other people living or working in the area.

See Section 7 - (Dealing Effectively with Anti-Social Behaviour) for more details.

Services for older and vulnerable people

After transfer Wansbeck Homes would:

- Continue to provide sheltered and supported housing for older and vulnerable people, and employ wardens to support tenants. It would aim to provide such services to the same standard as with the Council, and would aim to improve them where possible, so that they continue to meet the needs of older people. Improvements could also be made to disabled access facilities, communal entrances and facilities, individual flats and bungalows and the security of sheltered housing schemes.
- Work to help older people to stay in their home and obtain the support they need, rather than move if they become infirm.

- Plan to identify and train specialist staff to work with other agencies to proactively assist in identifying the needs of, and provide services to, vulnerable groups.
- Continue to provide any existing amenities, such as laundry and common rooms, cleaning of communal areas, and maintenance of the grounds in sheltered schemes. Where such services incur costs (service charges) these would be clearly identified so that tenants could make sure that they are receiving the service that they pay for, and that any costs are reasonable and value for money. No profits or surpluses could be made from these charges, and tenants would only be charged the costs of the service

See Section 4 - (The rent and other charges that you would pay) for more details.

What would happen to the Warden Call system?

After transfer Wansbeck Homes would continue to provide a Warden Call service, providing peace of mind to many older and vulnerable tenants, 24 hours a day, throughout the year. Wansbeck Homes would also plan to invest to upgrade the Warden Call system and offer an improved service. It would work with tenants to identify other options for improving this service.

Would Wansbeck Homes carry out adaptations to homes to help disabled people?

Yes. Wansbeck Homes would work closely with Wansbeck District Council to make sure that adaptations, needed to allow tenants to enjoy full use of their homes, are assessed and carried out promptly – see Section 3 for more details.

Extra services for tenants

Wansbeck Homes would be committed to improving services and would consult tenants about ways to do this. For example, it plans to consult tenants on:

A Handy-Van/Caretaking service.

Wansbeck Homes believes that many tenants would like help with small jobs around the house. In response to this Wansbeck Homes would consult tenants on the development of a Handy-Van service.

The Handy-Van service would be able to carry small routine or urgent repairs for which the landlord is responsible.

Gardening schemes

Wansbeck Homes would introduce assistance for tenants to maintain gardens through a community gardening service. This service would seek to:

- Provide an assisted equipment loan scheme for residents to access gardening equipment Wansbeck Homes would aim to introduce the loan scheme within 1 year of transfer.
- Provide a gardening service, available for elderly and vulnerable tenants at a small charge - Wansbeck Homes would aim to introduce a trial scheme within the first year of transfer and this could develop into a full scheme within two years of transfer.

Charges for these services would be kept at cost, with no surpluses or profits being made by Wansbeck Homes.

See Section 8 (Warden Service, Sheltered and Supported Housing) for more details.

Decorating schemes

Wansbeck Homes recognises that some tenants, and particularly older people, sometimes find it difficult to re-decorate their homes on a regular basis. Wansbeck Homes would plan to develop a scheme to help such tenants with their decorating at a small cost. This service would be planned to be in place, initially on a trial basis, within one year of transfer. This could develop into a full scheme within two years of transfer. Charges for the decorating service would be kept at cost, with no surpluses or profits being made by Wansbeck Homes.

Wansbeck Homes would also continue to support new tenants after transfer, by offering a system of decorating vouchers where needed, to help tenants decorate new homes or re-decorate following a major repair.

Reward Scheme for tenants who leave their home in a good condition when their tenancy ends

Wansbeck Homes recognises that most tenants leave their homes in a clean and tidy condition, ready for the next tenant to move in with the minimal amount of work. However some tenants leave their homes dirty, damaged and in poor condition, which costs money to put right for the next tenants. Wansbeck Homes intends to encourage all tenants to leave their homes clean and tidy, by offering them an incentive, for example a cash payment, to do so. In contrast tenants who do not leave their homes clean, tidy and free from damage would be charged the costs of putting the property in a good condition for the next tenant.

Tenants' Reward Scheme – 5-Star Tenancy Scheme

Wansbeck Homes would work with tenants to introduce a 5-star tenancy scheme. This would be a 'thank you' to the majority of tenants who keep up-to-date with their rent and maintain other tenancy conditions. It would also apply to tenants on Housing Benefit. The details of the scheme would be agreed with tenants, but it is envisaged that tenants could qualify by meeting four simple conditions:

- Having an up to date rent and service charge account.
- Keeping their home clean and decorated.
- Keeping their garden clean and tidy.
- Not causing a nuisance or annoyance to other residents.

Wansbeck Homes would plan to work with tenants' groups and local businesses to develop the scheme within the first year of transfer to give qualifying tenants access to goods and services at discounted rates.

How would homes be let to new tenants?

The waiting list and the letting of homes

After transfer Wansbeck Homes would develop its own published allocations policy and expects to hold its own waiting list or 'housing register'. Homes would be let in a way that promote sustainable communities, and reflects identified housing needs. There would also be an agreement to allow the Council to nominate people in housing need where Wansbeck Homes has properties available for letting. Wansbeck Homes would operate a tenants' transfer policy so that tenants who need to move to bigger or smaller properties, or to another type of property or area, could be considered for a move.

For continuity, Wansbeck Homes would initially adopt the points system used by the Council to assess housing need and priority of applicants.

Exclusions from the waiting list

Wansbeck Homes would recognise that nuisance and anti-social behaviour can affect the quality of life for its tenants, and would be committed to tackling all forms of nuisance and anti-social behaviour. Because of this, it believes that people who have committed acts of anti-social behaviour should not have an automatic right to be housed by Wansbeck Homes. In cases where Wansbeck Homes is satisfied that someone has been committing acts of serious anti-social behaviour (defined as those that could have led to eviction if committed by a tenant) then such people, and/or their households, could be excluded from the waiting list for a set period of time. There would be no blanket exclusions and people would have a right of appeal if they feel that their case needs looking at again.

Local Lettings Policies

Wansbeck Homes would recognise that homes should be let in a way that promotes sustainable and balanced communities. It would look at introducing local lettings policies into areas where this action would help in building a balanced and more sustainable community, or to combat serious problems of anti-social behaviour. Local tenants and tenants' and residents' groups would be involved in shaping these policies, and these would be approved and reviewed by the Board of

Management on a regular basis. When letting properties Wansbeck Homes would aim to:

- Make the best use of its resources by giving tenants priority for a transfer where this would make better use of their homes.
- Offer support to people who may otherwise struggle to maintain a tenancy (this would be funded by the Government's Supporting People scheme).
- Make sure that properties reach the Wansbeck Homes' Quality Lettable Standard before they are let to new tenants.
- Reward tenants who leave their properties in good condition, and charge those tenants who leave their properties in a poor condition.

Choice based lettings

Wansbeck Homes intends to develop a choice based lettings system after transfer. This could work by advertising homes as they become empty, and then people select the homes that they are interested in. A simple system like a waiting list would decide who received a property when two or more people wanted the same one. Allowing people to choose where they live in this way would help create more stable communities and neighbourhoods. Wansbeck Homes would involve tenants, tenants' groups, the Residents' Forum and applicants for housing, in developing this scheme, and would aim to have a choice based lettings scheme operating as soon as is practically possible, but no later than the end of 2010.

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

Wansbeck Homes would have a Customer Complaints and Feedback Policy, and an officer responsible for making sure that all comments and complaints are replied to and dealt with. The policy would include a step-by-step procedure for those wishing to complain including informal and formal internal complaints procedures.

If you remained unhappy after the internal complaints procedures you could take your complaint to the Independent Housing Ombudsman. You could

also contact your local Councillors or your MP the same way as you can now.

See Section 14 – (Useful Information) for more details.

Section 6

A Better Repairs Service

Summary

- Wansbeck Homes would work to improve upon the repairs service that you receive, and provide a tenant focussed efficient service that carries out quality repairs and gives value for money.
- Wansbeck Homes would aim to get more work done by appointment.
- Clear targets would be set for jobs to be completed.
- Estate Action Plans, drawn up in consultation with tenants, would be used to improve the environment on estates.
- The programme of cyclical maintenance for the servicing of gas appliances, heating systems, and lifts would continue.
- There would be a Repairs Satisfaction Guarantee to help tenants who are not satisfied with the way that a repair has been carried out.

How would Wansbeck Homes improve the repair and maintenance service?

Wansbeck Homes would be committed to maintaining and improving the existing housing repairs service. In partnership with you, Wansbeck Homes would regularly review the way in which it delivers services to make sure that they are:

- focused on tenants' needs;
- caring and responsive;
- meeting the needs of local communities;
- effective and efficient; and
- good value for money.

Wansbeck Homes would aim to improve the day-to-day repairs service after transfer by:

- Introducing a freephone telephone number to report repairs.
- Extending the hours that you can report repairs, and improving target response times when you report a repair.
- Ensuring that repairs calls are answered by a specialist hotline team, who have in depth knowledge of repairs so that they can assist tenants in reporting the correct fault.
- Bringing in customer care training for all staff.
- Giving all workmen mobile phones so that they can “telephone ahead” to their next appointment, advising tenants that they are on their way.
- Do repairs right first time every time
- Allow discretion for repairs workmen to undertake other, or different repairs to those requested when they are at tenants’ homes.
- Issue every home with a repairs handbook.

Wansbeck Homes would also improve the appointments scheme after transfer by aiming to:

- Arrange for more types of repair to be done by appointment
- Extend hours for appointments to include evenings and Saturday morning within the first year of transfer.
- Offer weekend and evening appointments.

Wansbeck Homes would also have a programme of regular maintenance work for jobs like gutter cleaning and repair, gas servicing and external painting.

How would tenants report repairs?

Wansbeck Homes would plan to make it easy for you to report repairs after transfer. You could:

- Use a freephone number to telephone its Repairs Hotline Centre.
- Visit your local housing office and either use a freephone or speak to a member of staff in the office.
- Write to the Repairs Hotline Centre or your local housing office.
- Send an email, text message or internet contact form.

How quickly would repairs be done?

Wansbeck Homes would provide an emergency health and safety 'make safe' service for work such as dangerous electrics, major structural defects, major bursts, extensive fire damage and security of property. This service would be intended to complete emergency repairs within a target time of 24 hours.

The table below sets out Wansbeck Homes' improved proposed target times for repairs, along with examples of the work that could be carried out. If transfer goes ahead, Wansbeck Homes would adopt these target times and the detail of their implementation would be worked out in consultation with tenants.

Priority	Target Time with the Council	Target time with Wansbeck Homes	Examples of work
1	2 working days	1 working day	<ul style="list-style-type: none">• Total loss of electric power.• Total loss of water supply.• Total or partial loss of gas supply.• Blocked flue to fire or boiler.• Total or partial loss of space or water heating (1 November to 30 April).

Priority	Target Time with the Council	Target time with Wansbeck Homes	Examples of work
2	4 working days	3 working days	<ul style="list-style-type: none"> • Partial loss of electric power. • Partial loss of water supply. • Total or partial loss of space or water heating (1 May to 31 October). • Blocked sink, bath or basin. • Tap that cannot be turned.
3	10 working days	7 working days	<ul style="list-style-type: none"> • Leaking roof. • Door entryphone not working. • Minor electrical work. • Minor water leaks. • Faulty stopcock or valve.
4	20 working days	20 working days	<ul style="list-style-type: none"> • Floorboards. • General tap repairs, eg tap washers. • Cracked tiles or slates. • Internal plastering, window catches and stays.
5	No current category	45 working days	<ul style="list-style-type: none"> • Outhouse repairs. • Repairs to paths (but no danger from tripping). • Refix rainwater pipes. • Bath re-enamelling. • UPVC window installations (subject to supply from manufacturer).

Wansbeck Homes would aim to have all routine and non-urgent repairs carried out by appointment, with shorter waiting times than the Council can currently achieve. As well as appointments, some non-urgent repairs could be organised into planned programmes of work – for example this could result in all properties on a street having their gutters cleaned out at the same time, instead of individually.

What about the quality of repairs?

Wansbeck Homes would monitor its performance on the range of services that it provides. It would compare its performance with its own pre-set targets, which would be developed after benchmarking with other

organisations, as well as with the Regulatory Code of the Housing Corporation. It would seek to raise these standards year-on-year. Each year, tenants would receive information on how well Wansbeck Homes is doing in meeting these standards. If things were to go wrong, or you felt that services had fallen below expected standards, a simple clear complaints procedure would be available.

See Section 5 (Continuing and Improving your Housing Service) for more details.

Dealing with people you know

You would continue to deal with people that you know. Existing employees from the Council's housing service, including the Contract Services Repairs Team would transfer to Wansbeck Homes. Wansbeck Homes would be committed to strengthening the existing arrangements for staff. As part of this commitment, after transfer:

- Staff would work from local offices in the Wansbeck District.
- There would be a full programme of staff training.
- Wansbeck Homes would plan to implement an Apprenticeship scheme and a programme with partners and local colleges to provide training and jobs for local young people. Wansbeck Homes would actively encourage tenants and members of tenants' families to join this Apprenticeship Programme.

Environmental improvements and looking after communal areas

Any communal land owned by Wansbeck Homes would be maintained. Wansbeck Homes would understand that this is important for tenants. Wansbeck Homes would also be committed to consulting tenants about how communal land is maintained with the aim of improving tenant satisfaction with this service.

Garages and garage sites are also a cause for concern among tenants, and Wansbeck Homes would review all garage sites and prepare management action plans accordingly. Wansbeck Homes' Business Plan contains plans for garage rents to only increase each year for 30 years by inflation plus 0.5%.

Communal areas in blocks of flats, such as entranceways and staircases, would be maintained by Wansbeck Homes. A regular planned programme of cleaning and decorating would be set up for each communal area. Tenants and residents would be consulted about the cleaning and decorating work that would be carried out.

Introduction of a Handy-Van service

See Section 5 (Continuing and Improving your Housing Service) for more details.

Your Repairs Satisfaction Guarantee

In addition to these arrangements, for the occasions when tenants are not satisfied with a repair, Wansbeck Homes would also offer all tenants a Repairs Satisfaction Guarantee. This would state that any tenant who is not satisfied with a repair carried out by Wansbeck Homes (or a contractor) would have the right to request a survey of the repair by a Wansbeck Homes' Officer. This survey would be aimed to be carried out within five working days, and you would be informed of the findings and any action to be taken.

Section 7

Dealing Effectively With Anti-Social Behaviour

Summary

- Wansbeck Homes would deal effectively and swiftly with those who break the terms of their Tenancy Agreement.
- The Tenancy Enforcement Team would be planned to be strengthened with dedicated officers dealing specifically with anti social behaviour.
- A full range of available powers and remedies would be used to deal with anti-social behaviour.
- Complaints would be dealt with promptly, and a named officer would be identified for each case, so that tenants know who is responsible for dealing with their problem.
- Wansbeck Homes would provide appropriate support to complainants, victims and witnesses of anti-social behaviour.
- Tenants who make a complaint would be kept informed about how their case is progressing.
- Commitment to partnership working.

How would Wansbeck Homes tackle anti-social behaviour?

Wansbeck Homes would be committed to taking decisive action to deal effectively with anti-social behaviour and other types of nuisance. Wansbeck Homes would not tolerate any forms of nuisance, harassment or anti-social behaviour from its tenants, tenants' families or people who are visitors to a tenant's home. It would also look at taking action against private owners or other people if they are guilty of anti-social behaviour that affects the quality of life of Wansbeck Homes' tenants or other people living or working in the area.

Wansbeck Homes' policy would be to use the full range of powers and remedies available to a Registered Social Landlord. These could include, where appropriate;

- Operating an exclusions policy.
- Becoming an active partner in the Northumberland Safer Estates Initiative, which allows the exchange of information to check prospective tenants and applicants.
- Early action to “nip problems in the bud”.
- Taking possession actions and eviction orders.
- Demotion orders – This is an order that can demote a tenancy thus removing certain rights from the tenants for a specified period.
- Anti-Social Behaviour Orders (ASBOs) in consultation with the police and Council.
- Injunctions – There are orders made by the Court that can exclude individuals from certain areas, or prevent someone from creating a nuisance. A power of arrest can be attached to an injunction.
- Acceptable Behaviour Agreements (ABAs) – This is a voluntary agreement whereby a perpetrator “signs up” to agree to refrain from certain actions/behaviour.
- Professional witnesses to gather information if required.
- Parental Control Agreements (PCAs) – This is a voluntary agreement entered into by parents to control children under 10 years old.
- Mediation and tenancy support.
- Use of CCTV cameras in areas where there were continual problems.
- Continue to be a partner in the Crime, Disorder and Drugs Partnership.
- Sign up to the Government’s RESPECT standard for housing management.

If the transfer goes ahead, Wansbeck Homes would plan to designate specialist officers to deal specifically with anti-social behaviour on its estates. This team would have the power to:

- Investigate serious cases of anti-social behaviour and neighbour nuisance, and require tenants to comply with their tenancy agreements when this isn't happening
- Apply for court orders on behalf of Wansbeck Homes and its tenants including Anti-Social Behaviour Orders (ASBOs), eviction orders and injunctions that could carry a power of arrest.
- Set up special problem solving teams in consultation with tenants, residents, the Council and other enforcement agencies, where an estate or area needs intensive tenancy management action (for example, to deal with large numbers of untidy gardens, abandoned vehicles/fly tipping, graffiti or other anti-social behaviour problems)
- Make recommendations to the Board of Wansbeck Homes about areas where local lettings policies may be useful in combating anti-social behaviour and developing sustainable communities.
- Work closely with the Police to share information about anti social behaviour and crime, so that enforcement action can be taken
- Refer criminal cases to the Police or to the Council if action can be taken under noise enforcement or other powers.
- Identify individuals who are guilty of serious anti-social behaviour, and where necessary make recommendations to exclude such individuals from the waiting list of Wansbeck Homes' properties.
- Identify cases where tenancy support may be needed to help someone cope better with managing their home and their obligations as a tenant.

Wansbeck Homes would set the following service standards in dealing with anti-social behaviour:

- Every complaint of anti-social behaviour should be recorded and treated seriously and impartially, with an initial response given to the complainant within a target of five working days.

- Tenants would have the right to make anonymous complaints about anti-social behaviour, which Wansbeck Homes would treat seriously and investigate wherever possible.
- People who make complaints of anti-social behaviour would be kept informed about their case and what action is being taken.
- Complainants would be given a named officer who is dealing with their complaint, and who would provide them with appropriate support and advice.
- Wansbeck Homes would provide support to victims of anti-social behaviour and witnesses for example by:
 - Working with Northumbria Police/Victim Support, and voluntary and community projects, to provide additional security to tenants' homes where appropriate.
 - Dealing with any damage to property caused by anti-social behaviour, or any offensive graffiti, as a priority (with a target time of within 24 hours).
 - Re-housing victims and witnesses (with their consent) in serious cases of harassment and anti-social behaviour.
 - Working closely with other organisations to ensure that a multi-agency approach is adopted in respect of any support needs that are identified.
 - Planning to introducing a Community Support and Environmental Improvement fund to deal with localised problems and support issues.

Wansbeck Homes would seek to develop partnerships with other agencies involved in tackling anti-social behaviour, to make joint bids for relevant funding.

Section 8

The Elderly, the Warden Service, Sheltered and Supported Housing

Summary

- Wansbeck Homes would plan to replace the warden call system equipment in sheltered schemes, bungalows and ground floor flats.
- Wardens and relief Wardens would transfer to Wansbeck Homes.
- Wansbeck Homes would have dedicated staff to work with the elderly to develop the service.
- Wansbeck Homes would plan to extend the Warden service to residents not living in sheltered schemes through the provision of a mobile Warden service.
- Sheltered housing schemes would receive extra improvements, in addition to those needed under the Wansbeck Standard.
- All tenants would be consulted individually before work is carried out to their home.

Transfer to Wansbeck Homes would bring much needed investment to the whole of the housing service – and in particular services to people in sheltered and supported housing.

Sheltered Housing comprises groups of aged persons' flats with alarm call systems and communal facilities. They are also served by a resident warden. Supported Housing consists of dispersed dwellings occupied by aged or vulnerable tenants, which are equipped with emergency call systems.

If the transfer goes ahead, Wansbeck Homes would be committed to improving sheltered housing schemes. This could include:

- The upgrading of the Warden Call system with provision of bracelet or pendant triggers to supplement pull cords. This upgrade would also be available to supported housing tenants. The Council has no plans for this investment at the current time.

- Budget of £425,000 to improve access to sheltered housing schemes to provide new communal TV aerials, secure electronic doors and improvements to communal lounges/facilities. (The Council has not identified any resources to carry out this work).
- New bathrooms (including the choice of a shower room, as opposed to a bath with shower), and, if required, improved bathroom layouts where this would be possible.

In addition, sheltered and supported housing would benefit, along with rest of the housing, from the works and improvement programmes to the general housing stock which would include secure doors and double glazed windows, new kitchens and if required improved kitchen layouts where such an improvement is possible.

Wansbeck Homes would provide modern facilities and services to enable older people to have a good quality of life and enjoy their independence. There would be improvements to sheltered housing to ensure that homes are brought up to the standard that tenants have said that they want – the Wansbeck Homes Standard. Following transfer, all the existing sheltered and supported housing services provided by the Council would continue to be provided. This would include transferring wardens, the people you are used to seeing, to Wansbeck Homes, and maintaining the Warden Call System, communal and guest facilities and social activities.

After transfer funds would be in place so that Wansbeck Homes could:

- Continue to provide sheltered and supported housing for older and vulnerable people and employ wardens to support tenants. It would provide such services to at least the same standard as with the Council, and would aim to improve them where possible, so that they continue to meet the needs of older people.
- Plan to provide a mobile Warden Service at a charge to residents living in bungalows and ground floor flats outside of sheltered housing schemes.
- Work to help older people stay in their homes and obtain the support that they need, rather than move if they become infirm.
- Continue to provide any existing amenities, such as laundry and common rooms, cleaning of communal areas, window cleaning and

maintenance of the grounds in sheltered schemes. Where such services incur costs (service charges) these would be clearly identified so that tenants can make sure that they are receiving the service that they pay for, and that any costs are reasonable and value for money. No profits or surpluses could be made from these charges and tenants would only be charged the costs of the service.

See Section 4 - (The Rent and Other Charges that you would pay) for more details.

Wansbeck Homes would also plan to:

- Decorate all lounges and communal areas in sheltered schemes to high standards including new furniture, where required, within the first five years after transfer.
- Consult tenants in all properties designed specifically for older people, about the choice of bathroom fixtures, including the choice of a flat floor shower or a bath with a shower, when bathroom improvements are carried out.
- Install all sheltered schemes with energy efficient heating systems with controls to set the temperature.
- All sheltered housing schemes would have a review of security including fencing, door entry systems, lighting arrangements and environmental and landscaping works.

What would happen to wardens?

All the wardens employed by Wansbeck District Council would transfer to Wansbeck Homes, with their rights and entitlements protected, so that the service you enjoy would continue. After transfer Wansbeck Homes would be committed to providing a warden service so that elderly and vulnerable tenants can have peace of mind and regular contact with their warden.

Wansbeck Homes would work with tenants with regard to the planned introduction of a new “Mobile Wardens” service to increase support to elderly/vulnerable tenants not living in sheltered housing schemes. This service would be subject to a charge.

What would happen to the Warden Call System?

Wansbeck Homes would continue to ensure access to a Warden Call System after transfer, providing peace of mind to many older and vulnerable tenants, 24 hours a day, throughout the year. Wansbeck Homes would also work with tenants to identify any other options for improving this service that could be implemented after transfer.

Would Wansbeck Homes carry out adaptations to homes to help disabled people?

Yes. Wansbeck Homes would work closely with Wansbeck District Council to aim to ensure that adaptations needed to allow tenants to enjoy full use of their homes, are carried out as soon as possible after the need is assessed. Wansbeck Homes would set aside £100,000 per year for aids and adaptations. See Section 3 for more details.

New services for elderly, disabled and vulnerable tenants

Wansbeck Homes would be committed to improving services, and would consult tenants about ways to do this. For example it plans to introduce gardening and decorating schemes for elderly or disabled tenants.

Regarding other new services see - Section 5 (Continuing and Improving your Housing Service) for more details

Section 9

Your Rights

Summary

- The key rights in your tenancy agreement would match as closely as possible the key rights that you have as a Council tenant.
- If you are entitled to buy your home now, you would still be entitled to do so after transfer. You would also continue to be entitled to the same discounts. This is called the Preserved Right to Buy.
- The Tenancy Agreement would include a right of succession so the same people could take over your tenancy as can succeed to it now with the Council. Some tenants would also get an extra right of succession.
- You would lose only one right – the Right to Manage, which is where groups of tenants manage their own homes. However, Wansbeck Homes would consider any requests from tenants wanting to do this.

How would tenant's rights be affected if the transfer goes ahead?

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

The main difference is that as a Secure or Introductory Council Tenant, the rights that you now enjoy are set down in law by Acts of Parliament. As an Assured Tenant with Wansbeck Homes, your rights would be covered partly by Acts of Parliament and partly by a legally binding contract (your Tenancy Agreement) between you and Wansbeck Homes.

As an Assured Tenant, Wansbeck Homes would extend your rights to match your existing Council tenancy rights as much as possible. This extension would be in the contract between you and Wansbeck Homes and not imposed by Acts of Parliament.

See Section 11 (The Proposed Tenancy Agreement) for more details.

The table below compares the rights that Secure Tenants have now with the Council, with those that you would have with Wansbeck Homes if the transfer goes ahead. Introductory Tenants have fewer rights than Secure Tenants. The table shows which rights Introductory Tenants do not have with the Council during the 12 month probation period. These are marked with an asterisk* in the first column.

People who are Introductory Tenants on the date that the transfer takes place, would become Assured Tenants with the same tenancy rights as transferring Council Secure Tenants, providing legal action is not being taken against them by the Council at the time.

If you are a secure tenant and you have been served a Demotion Order, provided that you comply with the terms of the Demotion Order, once the Demotion period ends, Wansbeck Homes would grant you an Assured Tenancy of your home.

The Rights	Wansbeck District Council	Wansbeck Homes
The Right to Buy your home with a discount	✓*	✓ (called the Preserved Right to Buy)
The Right of Succession (the ability to pass on your home)	✓	✓
An additional Right of Succession (the ability to pass on your one more time)	X	✓
The Right to Transfer and Exchange	✓*	✓
The Right to Sub-Let or take in lodgers	✓*	✓
The Right to Repair	✓	✓
The Right to carry out Improvements and receive Compensation	✓*	✓

The Rights	Wansbeck District Council	Wansbeck Homes
The Right to be Consulted	✓	✓
The Right to Information	✓	✓
The Right to Manage	✓	No but see below
The Right not to have your Tenancy Agreement changed (except for rent and service charges) without your individual consent	X	✓
The Right to Acquire (see next page)	X	✓
The Right to live in your home without the threat of being evicted without a good cause (Security of Tenure)	✓	✓

* not available for Introductory Tenancies

What rights would tenants lose?

You would lose one right because Wansbeck Homes would not be able offer it within the Tenancy Agreement. This is the statutory **Right to Manage** (which allows tenants to set up a Tenant Management Organisation – subject to certain rules) which does not apply to Assured Tenants of Registered Social Landlords. No tenant has ever taken up this right with Wansbeck District Council; however, Wansbeck Homes would have a policy of working with Tenant Management Organisations.

See Section 10 – (Involving you) for more details.

How would tenants' rights be protected?

If the transfer takes place, transferring tenants will be asked to sign a new Tenancy Agreement.

See Section 11 – (The Proposed Tenancy Agreement) for more details.

Once you and Wansbeck Homes sign the Tenancy Agreement, **your rights in that Agreement cannot be changed without your permission.** The only things that could change are the annual rent and service charges.

Would tenants still be able to buy their homes?

If you have the **Right to Buy** your home with Wansbeck District Council, you would continue to have a **Preserved Right to Buy** with Wansbeck Homes.

These rights would remain with you or any member of your family who succeeds you (takes over your tenancy) even if you later move to another home which is owned by Wansbeck Homes, as long as it is not exempt from the Right to Buy. Also, if you have the Preserved Right to Buy and later move to a Council home in another area, you would still have a right to buy, and any discounts would include time as a tenant of Wansbeck Homes.

Introductory Tenants do not have a Right to Buy with Wansbeck District Council, but Wansbeck Homes has agreed to give transferring Introductory Tenants a contractual Right to Buy (in the Tenancy Agreement) which gives the right to buy their home on the same terms as the Preserved Right to Buy.

Some homes are currently excluded from the Right to Buy, such as sheltered accommodation, and this would continue to be the case with Wansbeck Homes.

If transfer goes ahead and in the future you buy a flat from Wansbeck Homes through the preserved right to buy, then you would no longer have the right to have a loan from the Council to cover service charges as such a loan is only available to leaseholders purchasing under the right to buy and not the preserved right to buy.

Tenants housed by Wansbeck Homes after the date of transfer would not have the Preserved Right to Buy, but would have the Right to Acquire.

What happens to discounts?

Any discount that you have built up would transfer with you, and would continue to increase while you are a tenant of Wansbeck Homes.

What is the maximum discount and cost floor?

Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a set formula. The purchase price is determined by the market value of the property less your discount (based on years as a Council or Registered Social Landlord tenant). With the Council the maximum discount, fixed by the Government, is currently £22,000. The same limit would apply if you transfer to Wansbeck Homes and use your Preserved Right to Buy in the future. This is subject, however, to something called the cost floor. The cost floor is the minimum price that you could pay for your home even if your discount would take the price below this amount.

If the transfer goes ahead, the cost floor would be the total amount spent by Wansbeck Homes on carrying out any works (including improvements) to your home and its designated garage or parking area if there is one. It also takes account the cost to works to provide or improve your communal facilities, fees paid by your landlord to professional advisors and administrative costs (although these administrative costs are capped at £2,000).

The cost floor is most relevant where a landlord has recently spent a large amount of money improving the property and its associated facilities (for example a property's garage) or where large amounts of money have been spent on repairs and maintenance.

There are three main differences in the way that the cost floor would be worked out by Wansbeck Homes compared to how it is calculated now with Wansbeck District Council:

- Wansbeck Homes would be able to take into account all costs incurred during the 15 years prior to your application to buy (the Council can only take into account costs in the 10 years before your

application). This takes account of the fact that Wansbeck Homes would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.

- Wansbeck Homes would be able to include in the cost floor, the cost of the catch up repair works which would be carried out to tenants' homes, even if these costs have not actually been incurred at the time of your application to buy. This is because the cost of the repair work has been allowed for in calculating the value of the home.
- The range of expenses included in the cost floor is broader with Wansbeck Homes, because the cost floor legislation recognises that some housing needs extra repair and improvement works, and so the costs of running the housing services are higher.

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

What is the right to acquire?

Tenants of Wansbeck Homes (including existing tenants transferring from the Council) would be able to buy their home under the new Right to Acquire scheme, as long as certain conditions are met. This scheme is based on a grant rather than a discount, and is normally less generous than the Preserved Right to Buy Scheme. The maximum grant for homes in Wansbeck Homes is currently £9,000. You cannot combine both the Right to Acquire and the Right to Buy.

Would tenants still be able to pass on their homes?

Yes. Wansbeck Homes' Tenancy Agreement allows the same people to take over the tenancy when a tenant dies as under a Council Secure Tenancy.

However, Wansbeck Homes, unlike Wansbeck District Council, would grant some tenants an additional right to pass on their homes. Where a tenant has succeeded to their Council home and have therefore used up the right of succession, Wansbeck Homes would grant them a new right of succession in their new Tenancy Agreement, so that they could pass on

their home one more time. In other words, Wansbeck Homes' Tenancy Agreement would ignore any previous successions to the tenancy with Wansbeck District Council. This means that if the transfer goes ahead, all transferring tenants would start again with their right of succession.

What about transfers or exchanges?

Wansbeck Homes aims to make best use of its housing by assisting with tenant transfers and exchanges, both within its homes and with other landlords.

Wansbeck Homes would participate in 'Move UK' Mobility that helps people to move to council or Registered Social Landlord homes.

Would tenants still be able to sublet their homes?

Yes. You would be in the same position with Wansbeck Homes as Secure Tenants of Wansbeck District Council. You would be able to sublet part of your home, with Wansbeck Homes' permission, or take in lodgers.

Would Wansbeck Homes have more rights to go to Court to obtain possession of tenants' homes?

No. Wansbeck Homes would not use any of the additional grounds for eviction available under an Assured Tenancy, to make sure that your rights to live in your home match as closely as possible to those that you have now with Wansbeck District Council.

See Section 11, (The Proposed Tenancy Agreement) for more details.

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

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

You have the right to compensation if that contractor does not carry out the repairs within set time limits. Details of these rights will be included in your Tenancy Agreement and Tenants' Handbook.

Would Wansbeck Homes consult tenants in the same way?

Yes. The Housing Corporation would require that Wansbeck Homes consults with, and provides information to, all its tenants as if they were Secure Tenants. In addition, Wansbeck Homes would look to further develop tenant involvement and consultation.

See Sections 10 (Involving you) and 11– (The Proposed Tenancy Agreement) for more details.

What about new tenants coming in after transfer?

New tenants, that is those people who are not tenants of Wansbeck District Council at the time of the transfer, but join Wansbeck Homes later, would have an Assured Shorthold Tenancy, called a Starter Tenancy, for the first year. This is similar to the Introductory Tenancy that new people are given for the first year of being a Council tenant. It is an added protection against anti-social behaviour. Providing that new tenants complete this probationary period satisfactorily, they would become Assured (non-shorthold) tenants of Wansbeck Homes. If new tenants do not keep to their conditions of tenancy during this period, then Wansbeck Homes could end their tenancy.

Section 10

Involving you

Summary

- Wansbeck Homes sees tenant involvement as an important part of delivering a high quality service. It would work with tenants to promote and develop tenant involvement.
- Tenants would be able to get involved at a level that suits them best through a Tenant Participation 'menu'.
- Tenants would have five seats on the Board of Wansbeck Homes. All tenants would have the opportunity to seek election to the Board.
- All tenants would be able to become members of Wansbeck Homes, making them eligible to attend and vote at General Meetings of the organisation.
- Tenants would be able to get involved in monitoring the quality of services provided by Wansbeck Homes.
- Wansbeck Homes would provide staffing and financial support to representative tenant groups such as the planned Tenants' Advisory Panel.
- Wansbeck Homes would create Area Management Committees, where tenants, Board Members and stakeholders would work with Wansbeck Homes' staff to monitor, review and direct services at a local level.

Wansbeck Homes and tenant participation

Wansbeck Homes would see tenant involvement as an important and integral part of high quality service delivery. Its policy would be to encourage decisions at a local level, involving local people wherever appropriate. It would have a Tenant Involvement and Participation Strategy, dedicated tenant participation staff and follow national Good Practice Guidelines on Tenant Participation.

Wansbeck Homes would develop future tenant and participation arrangements to meet the needs of its tenants and representative tenants' groups.

How could tenants get involved in Wansbeck Homes?

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

- Getting regular information.
- Joining a local Tenants' and Residents' Association.
- Participating in the Wansbeck Tenants' Advisory Panel
- Completing customer satisfaction surveys
- Sitting on an Area Management Committee to direct services at a neighbourhood level.
- Applying to become a Board Member of Wansbeck Homes
- Applying to become a Member of Wansbeck Homes
- Choosing an option for involvement from the Wansbeck Homes Tenant Involvement Menu.

Regular information

Wansbeck Homes understands that for tenants to play a full part, they need information about what's going on, and about the performance of the housing service. Wansbeck Homes would give information to all tenants on a regular basis. This would include a twice yearly tenants' newsletter, as well as an Annual Report giving performance statistics. Wansbeck Homes would also publish details of its annual accounts so that tenants can see these figures.

Localised tenant involvement

Wansbeck Homes would set up effective methods of local contact, to meet the requirements of individual tenants through to the establishment of Resident and Tenants Association. Membership of Tenants'/Residents' Associations would be open to all residents living on their estate or in the area covered by the Association.

If transfer goes ahead, interested tenants would be able to come together to form the Wansbeck Homes Tenants' Advisory Panel which would act as an umbrella group for any Tenants' and Residents' Associations. After transfer Wansbeck Homes would recognise the Panel as an important part of its consultation and involvement processes.

Wansbeck Homes plans to further involve the Tenants' Advisory Panel after transfer – for example: the Panel could work with Wansbeck Homes to establish various sub groups to undertake specific areas of work such as:

- Editorial Group – this group could act as proof readers before documents are finalised, to make sure publications are in plain English, and is clearly written with tenants' interests in mind. Leaflets, newsletters and other written material would be submitted to the Group for scrutiny before the information is sent out to tenants
- Service Review Groups – Group members could be involved in the monitoring and inspection of housing services, providing feedback and suggestions for improvement.

Wansbeck Homes wants to build on involving tenants in judging the quality of the housing service, and open up its housing management processes and services to inspection and review.

Area Management Committees

Wansbeck Homes would plan to work with tenants and members to develop Area Management Committees. Each Committee would have authority to deal with matters at a local level including:

- Reviewing and directing services at a local level.
- Customer Services.
- Target Setting.

- Performance management and monitoring.
- Budgetary monitoring.
- Policy and procedure reviews.

Area Management Committees would be made up of tenants, stakeholders, Board Members and staff of Wansbeck Homes. They would review, monitor and direct services to meet the local needs of tenants. The areas covered by each Committee would be agreed through consultation planned for within one year of transfer.

Elderly/ Sheltered Housing Panel

Wansbeck Homes would aim to establish a Group to focus on the accommodation and services provided to the elderly, sheltered and supported housing.

Wansbeck Homes tenants involvement menu

Every tenant would be provided with a menu of the participation opportunities that are available. This could include all the above plus new opportunities like telephone and mail surveys, email surveys, single topic focus groups, geographical or area based focus groups, mobile phone and text message feedback. Tenants would be able to sign up for as few or as many opportunities as they want to be involved in. The menu would be regularly reviewed and developed with tenants so it continually provides a variety of ways for tenants to become involved.

Board Members and Ordinary Members of Wansbeck Homes

Tenants could become Board Members and ordinary members of Wansbeck Homes.

Board Members are the 15 people who run Wansbeck Homes. As well as becoming Board Members tenants can also become ordinary members. Ordinary members are able to vote at Annual General Meetings and would be involved in making any major decisions about changes to the constitution of Wansbeck Homes.

How could you become a Board Member?

The Board of Wansbeck Homes would make decisions about the policy and direction of the organisation.

Five out of the 15 places on the Board of Wansbeck Homes would be held by tenants.

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

At the moment a Shadow Board for Wansbeck Homes has been established so that the preparations can be made if tenants vote in favour of transfer. All tenants were invited to apply to become Board Members and through a selection process developed with the Tenants' Panel five tenants were appointed to become Members of the Shadow Board.

See Section 12 – (About Wansbeck Homes) – for more details.

Tenant participation

The current Shadow Board Members are expected to all serve on the Board for a fixed term. Under the current constitution future tenant members would be elected and would serve for no more than three years before they would have to stand for re-election. Wansbeck Homes would consult tenants as to the arrangements for such elections, and whether they should be held on a geographical or other basis.

Wansbeck Homes would provide appropriate training and support for tenants who are seeking to become Board Members or be involved in the running of the organisation in the future.

What does becoming an Ordinary Member of Wansbeck Homes mean?

Although the Board of Wansbeck Homes would make the strategic and policy decisions, some major decisions such as a significant change to the constitution governing how Wansbeck Homes would operate, would have to be agreed by the ordinary members of Wansbeck Homes.

All tenants would be able to apply to become an ordinary member of Wansbeck Homes by completing a membership application form.

A major change to the Constitution of Wansbeck Homes could only happen if more than three quarters of those entitled to vote were in favour of the vote. Tenants would hold one third of the vote, the Council one third, and the Independent Members one third. This means that any one group (where all the members of the group voted together) could block such a change if it wanted to.

Being an ordinary member of Wansbeck Homes would mean that you could attend and vote at the Annual General Meeting. The types of issues that would be considered at an Annual General Meeting are:

- Wansbeck Homes' accounts for the previous financial year
- The appointment of the auditors for Wansbeck Homes and
- The appointment of new Independent Board Members.

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

Wansbeck Homes would carry out a range of customer satisfaction surveys on a regular basis to make sure that the service is meeting your needs. It would act on the results of these surveys to improve and develop services. This would be part of a regular review to update and improve policies and services.

As explained earlier in this Section tenants' and residents' associations and tenants' groups could also become involved in monitoring Wansbeck Homes' performance and would produce information in the form of newsletters and annual reports to these groups and individual tenants.

Feedback comments

Wansbeck Homes would continue the Council's practice of issuing feedback cards for all repairs carried out. It would use the responses from tenants to learn about the quality of the repairs service and which areas need improvement. Wansbeck Homes would also plan to expand the system into other areas of work such as allocations and lettings, tenancy management and enforcement.

Staffing support

In support of its commitment to tenant involvement, Wansbeck Homes would plan to employ staff to support tenants and encourage tenant participation. In addition all staff employed by Wansbeck Homes would undertake customer care training.

The number of staff required to support tenant participation would be the subject of consultation with tenants and tenants' groups but Wansbeck Homes would aim to provide the same amount of resources to tenant participation that the Council does at present and if needed increase this support

Tenant involvement and participation

Wansbeck Homes would provide resources to support tenant involvement and participation. Examples could be:

- Dedicated staff resources.
- Administrative support and room hire or provision of rooms for use by existing groups.
- Creation of tenant participation budget.
- Annual tenants' conference.
- Training and development for tenants' representative.
- Environmental improvement fund, with decisions on work taken with tenants' group themselves.

Tenant management and control

After transfer you would no longer have a Right to Manage set down by Acts of Parliament. However, Wansbeck Homes' policy is to support and encourage tenants who wish to take on the management of their own homes and estates. Wansbeck Homes would support and allow any

Tenant Management Organisation (TMO) proposal that had already secured the support of the Council prior to the transfer.

Wansbeck Homes' policy would be to sympathetically consider any new proposals from tenants to set up a TMO. A TMO could take on a range of housing management responsibilities for a particular housing area or estate, after entering into a management agreement with Wansbeck Homes. Establishing a TMO would mean that a tenant-run body would become responsible for some of the functions that were previously carried out by Wansbeck Homes.

The Right to Manage set down by Acts of Parliament for Council tenants is funded by the Department for Communities and Local Government (DCLG). This funding would not be available to new TMO after transfer. Wansbeck Homes would seek funding from the Housing Corporation under their Community Training and Enabling Grant Programme, but such funding and the support it provides cannot be guaranteed. Wansbeck Homes may seek to meet any shortfall in the grant funding for the TMO, provided any funding would not adversely affect other tenants.

Section 11

The Proposed Tenancy Agreement

Summary

- Wansbeck Homes would give you a new Tenancy Agreement.
- The Tenancy Agreement would set out all your rights and responsibilities.
- The Tenancy Agreement has been prepared with the involvement of the Tenants' Panel.
- Your new Tenancy Agreement would be issued as soon as possible after the date of transfer.
- A copy of the proposed Tenancy Agreement starts on page 75.

What is in the document?

This document contains the form of Tenancy Agreement that tenants would have with Wansbeck Homes if the transfer goes ahead.

This Tenancy Agreement has been designed to ensure that tenants' rights are protected if transfer goes ahead. The Tenants' Panel has been fully involved in its development.

If transfer proceeds, Introductory Tenants would become assured tenants of Wansbeck Homes from the date of transfer, in exactly the same way and with all of the same rights as secure tenants. This means that for Introductory Tenants their probationary period would come to an end and they would become assured tenants of Wansbeck Homes, even if their probationary period has not run its full 12 months term.

If the transfer goes ahead, Wansbeck Homes would give tenants a new Tenants' Handbook.

Wansbeck Homes' proposed new Tenancy Agreement

A Tenancy Agreement in (substantially) this form would be issued as soon as possible after transfer to each transferring Secure and Introductory tenant, except:

- Where tenants have a valid Possession Order in force against them.
- Where tenants have been served with a valid Notice of Intention to Seek Possession.
- Where tenants have ongoing possession proceedings at the time that the transfer takes place.
- Where tenants have been issued with a demotion order.
- Where Introductory Tenants, only, have been served with a valid notice of possession proceedings.

In these cases, the new Tenancy Agreement would be issued at a later date if:

- The Possession Order is discharged.
- The Notice of Intention to Seek Possession or Notice of Possession Proceedings is withdrawn or expires.
- If the tenant complies with a demotion order and the demotion period comes to an end
- If the Court decides not to make a Possession Order.

In the meantime, these tenants would become tenants of Wansbeck Homes like all other remaining tenants.

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

Wansbeck Homes would also be able to take action on tenancy debts owed to the Council before the transfer went ahead.

CONTENTS

Page No

Section 1 : General Terms

1	Definitions and interpretation	80
2	About your tenancy agreement	80
3	Service of notices	80
4	Alterations of conditions	81
5	Housing management	81
6	Complaints	81
7	Reasons why we may end your tenancy	81
8	Ending the tenancy	82
9	Moving Out	83

Section 2 : Payments for your home

1	Payments for your home	83
2	Payment of arrears	84
3	Changes in rent and service charges	84
4	Services	85
5	Rent arrears and advance payment	85
6	Outgoings	85
7	Supporting People Charges (where applicable)	86
8	Housing Benefit	87

Section 3 : Your Rights

1	Right to occupy	87
2	Tenure	87
3	Cessation of assured tenancy	88
4	Right to take in lodgers and sub-let part of your home	88
5	Right to make improvements	89
6	Compensation for improvements	89
7	Right to repair	89
8	Right to consultation	89
9	Right to information	89
10	Right to exchange	90
11	Succession (passing on your home)	90
12	Preserved right to buy	92
13	Right to acquire	92

14	Preserved rights	92
----	------------------	----

Section 4 : Your Obligations

1	Possession	93
2	Rent	93
3	Use of your home	93
4	Decorating	94
5	Anti-social behaviour	94
6	Pets	96
7	Gardens (where applicable)	96
8	Shared areas (where applicable)	97
9	Damage	97
10	Reporting disrepair	97
11	Access	97
12	Security and safety systems	97
13	Parking	98
14	Storing dangerous substances and items	98
15	Possession of illegal firearms or other illegal weapons	99
16	Satellite TV	99
17	Assignment	99
18	Overcrowding	99
19	Lodgers	99
20	Sub-letting	99
21	Absence from your home	99

Section 5 : Our Obligations

1	Possession	100
2	Tenant's right to occupy	100
3	Repair of structure and exterior	100
4	Repair of installations	101
5	Repair of common parts	101
6	External decorations	101
7	Carrying out repairs	101
8	Possession for repairs	102
9	Nuisance	102
10	Informing you	102
11	Involving you	103

12	Insurance	103
13	Acting fairly	103
14	Giving our permission	103
15	Anti-social behaviour	104
16	Harassment	104
17	Ending your tenancy	104
Section 6 : Grounds for Possession		104
Section 7 : Signatories		108
Glossary of Terms		110

**ASSURED (NON SHORTHOLD) TENANCY AGREEMENT-
TRANSFERRING TENANTS**

This tenancy agreement is a legal contract setting out the rights and responsibilities of Wansbeck Homes Limited (as your **landlord**) and of you (as the **tenant**).

Our name and address **Wansbeck Homes Limited (we, us or our)** of
.....
.....

Name of tenant and
.....
.....
.....

(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).

Address in respect of
.....
..... (your home)

Description of your home which comprises
.....
.....

Charitable status The home that is the subject of this tenancy is held by an exempt charity.

Payments for your home The weekly payments for your home (including any charge for services provided under this tenancy) at the start of this tenancy are:

- (i) rent £
- (ii) rent arrears of £.....
payable at £..... per week

The rent at the start of the tenancy includes the following weekly costs for services:

[] £.....
 [] £.....
 [] £.....

Supporting People Charge £

Total weekly payment £

Permitted number The maximum number of people allowed to live at your home is [].

Other occupants living with you	Name	Relationship to Tenant

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

Tenancy Conditions

SECTION 1 : General Terms

1 Definitions and Interpretation

1.1 In this tenancy agreement the following terms shall have the following meanings:

Council means Wansbeck District Council,

Occupant means all persons living from time to time at your home, and

Partner means a spouse, civil partner or person with whom the tenant lives as if married (including same sex partners).

1.2 Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

2 About your tenancy agreement

This tenancy agreement makes you an assured tenant under the Housing Act 1988.

It means you keep your home for as long as you want it unless there is a legal reason (called a "ground for possession" in the Housing Act 1988, as amended) and a court agrees with our request to take possession of your home or to move you to another home. Please note that we will use the grounds for possession which are set out in Section 6 of this tenancy agreement.

3 Service of notices

3.1 All notices served under this tenancy agreement must be served by hand or by registered mail.

3.2 This Condition 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, is:

.....
.....

- 3.3 Any legal notice, or any other communication arising from this tenancy, shall be validly served on you if delivered to or left at the address of your home, your last known address or given to the tenant/s in person.

4 Alterations of conditions

Except for any changes in rent, service charge or Supporting People services and/or charges, this tenancy agreement may be altered only by written consent of both you and us.

5 Housing management

We will provide you with information on our housing management policies as required by guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

6 Complaints

- 6.1 We will establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with Housing Corporation requirements and guidance as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.
- 6.2 We will acknowledge and inform you of your right to complain as set out in our customer complaints procedure.
- 6.3 We will investigate your complaint and, wherever possible, send you a written reply within 10 working days.
- 6.4 We will monitor all the complaints we receive and use them to improve our services.
- 6.5 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

7 Reasons why we may end your tenancy

We can take possession of your home if:

- 7.1 You gave false information in your housing application.

7.2 There are special circumstances, as described in this tenancy agreement mean that we must move you out. If we have to move you out of your home temporarily or permanently we will offer you another suitable home, and you may get compensation or help with moving costs (or both) depending on your circumstances and the reason for the move.

7.3 You, or other Occupants, have broken a condition of this tenancy agreement, including:

- falling into arrears,
- failing to meet your obligations under an agreement reached between you and ourselves,
- failing to comply with the terms of a court order,
- causing a nuisance or anti-social behaviour,
- the property is not used as your main home (this includes abandonment of your home),
- you carry out an improvement/alteration without our approval,
- failing to maintain your home or gardens (where applicable) in a clean and tidy condition,
- using or allowing anyone else to use your home for an immoral or illegal purpose,
- refusing us access for the purpose of inspecting, carrying out repairs or servicing appliances.

7.4 We require your home for reasons such as demolition or redevelopment, or

7.5 If you live in a property adapted for a person with physical disabilities and you no longer require that type of accommodation.

8 Ending the tenancy

You will give us at least one calendar month's notice in writing when you wish to end the tenancy. If you do not give the required one calendar month's notice you will normally be charged for the full one calendar month notice period.

You must arrange for us to inspect your home prior to leaving your home at the end of the tenancy.

9 Moving out

- 9.1 You will give us vacant possession and return the keys of your home at the end of the tenancy and remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.
- 9.2 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. We will remove and store them for a maximum of one month. We will notify you at the last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal. We are not be liable for, or accept any claim for damage or loss of items which are left at your home and are subsequently transported or put into storage.

In most cases we will serve you with a notice seeking possession before going to court. We will give you every chance to put things right to avoid court action.

SECTION 2 – Payments for your Home

It is agreed as follows:

1 Payments for your home

- 1.1 The weekly rent for your home (including any service charge and Supporting People charge) at the start of the tenancy are set out on page 2.
- 1.2 The payment of rent (including any service charge and any Supporting People charge) is due in advance on the Monday of each week.

You must pay your rent (including any service charge and any Supporting People charge on time). If you do not pay your rent

(including any service charge and any Supporting People charge) on time or continue to pay it late, we may take you to court to evict you from your home.

- 1.3 The rent year may be 52 or 53 weeks, and we will collect rent and service and other charges due under this tenancy over 48 or 49 weeks, with four rent free weeks within the rent year. We will tell you at the start of the rent year (starting on 1st April each year) which weeks are the rent free weeks. Should your rent account be in arrears, payments must still be made in the rent free weeks.
- 1.4 If you are a joint tenant, you are both responsible for all the rent (including any service charges and Supporting People charges) and for any arrears. We can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent and service charges that may still be owed.

2 Payment of arrears

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

3 Changes in rent and service charge

- 3.1 We may increase or decrease the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the inflation plus one half per cent (0.5%) plus £2.00. (This £2.00 figure equates to £2.17 over a 48 week rent year).

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

- 3.2 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 a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

The **Rent Assessment Committee** is an independent panel of people who decide on the rent payable.

- 3.3 The service charge shall be varied at the same time as the rent and using the same procedure.

4 Services

- 4.1 We will provide the services set out on page 1 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 1.
- 4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

5 Rent arrears and advance payment

- 5.1 If when we grant you this tenancy, you have made any advance rent payments (known as credits) or have rent (or service charge or Supporting People charges) arrears on your rent account for your home (or any other property the Council let to you) when this tenancy was granted, we will:
- a) add the amount of any credit you have to your rent account (this is known as crediting your account), or
 - b) add any arrears you have to your rent account (this is known as debiting your account).
- 5.2 For the avoidance of any doubt, by signing this tenancy agreement, you are agreeing that we will treat any rent or service charge or Supporting People charge arrears that you owe the Council in respect of your home before the date of this tenancy as arrears under this tenancy (to us) and these may be claimed by us as if this tenancy agreement had not been granted.

6 Outgoings

You agree to meet all outgoings applying to your home including council tax, water charges and electric and other costs whether

metered or billed, except where these charges are included in your rent.

7 Supporting People Charges (where applicable)

7.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page 2 of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:

- maintaining the security of your home
- maintaining the safety of your home
- standard of conduct required
- paying the rent
- maintaining your home in an appropriate condition
- giving up the tenancy at the appropriate time
- contact with others to ensure your welfare
- other support services (excluding personal care).

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

7.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

7.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in Condition 7.1 above, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

8 Housing benefit

- 8.1 We will provide you with help and advice on claiming housing benefit.
- 8.2 You will be asked to give consent to the Council (or relevant authority) for the payment direct to us of any housing benefit (or equivalent state assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of benefit when we receive it.
- 8.3 If your circumstances change, altering your entitlement to housing benefit, you must inform the Council (or relevant authority) and us immediately. We may recover from you any overpayment which is lawfully recoverable.

Failure to pay the charges described in this Section 2 of this tenancy agreement, can lead to us taking court proceedings for arrears.

SECTION 3 - Your Rights

Your have the following rights:

1 Right to occupy

- 1.1 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 or contractors).
- 1.2 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 tenants and other persons in the neighbourhood.

2 Tenure

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

- 2.2 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.
- 2.3 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:
- we are using Grounds 14 or 14A when the notice may be less than 4 weeks, or
 - we are using Grounds 7, 9 or 16 when we will give 2 months' notice, or
 - the court has allowed us to go ahead without serving notice on you.
- 2.4 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 set out in **Section 6, on page [27]**.
- 2.5 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.
- 2.6 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 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.

3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you one calendar month's notice in writing.

4 Right to take in lodgers and sub-let part of your home

- 4.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page 2).
- 4.2 As long as you first get our written consent, you may sub-let part of your home. We may give consent subject to reasonable conditions.

5 Right to make improvements

- 5.1 You may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval, for example, where building a porch or conservatory). We shall not unreasonably withhold our consent but may make it conditional upon the work's being carried out to a certain standard.
- 5.2 Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

6 Compensation for improvements

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. 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.

7 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.

8 Right to consultation

Where you are likely to be substantially affected by matters of housing management, we will consult you, and take your comments into account before we make a decision.

This does not apply to changes to the rent you have to pay, although we will give you not less than one calendar months' notice in writing of any increases.

9 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.

10 Right to exchange

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

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

11 Succession (passing on your home)

11.1 Succession to Partner

If you are a sole tenant who is not a successor (as defined in Condition 11.2 below), the tenancy will pass to your Partner under the provisions of the Housing Act 1988 provided that he or she occupies your home as his or her only or principal home at the time of your death.

11.2 A Successor is:

- i) a Partner who became the tenant under Condition 11.1, or
- ii) a person who inherited this tenancy (see Condition 11.3 below), or
- iii) a person who was granted this tenancy under circumstances similar to Condition 11.4 below in another tenancy agreement, or
- iv) a person who would have been entitled to succeed if the previous tenant had died and who became the tenant by assignment (see Section 4 Condition 17), or
- v) a tenant by survivorship when one of two or more joint tenants has died, or
- vi) a person who became the tenant under the right to exchange (see Condition 10 above) and you were a successor under your previous tenancy, or

- vii) a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 or Section 17(1) of the Matrimonial and Family Proceedings Act 1984 and the other party to the marriage was a successor, or
- viii) a person who became the tenant under a court order under Part 2 of Schedule 5 or paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004 and the other party to the civil partnership was a successor.

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 upon which we replaced the Council as your landlord.

11.3 Succession (other than to a Partner)

If you are a sole tenant who is not a successor, we will not seek possession under Ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

- i) is a member of your family (this includes the tenant's parent, grandparent, child (stepchild or adopted child), grandchild, brother, sister, uncle, aunt, niece or nephew), and
- ii) lived with you for the twelve months before your death, and
- iii) lived in your home as his or her only or principal home at the time of your death and the twelve months before your death, and
- iv) agrees in writing to abide by the terms of this tenancy.

11.4 Special succession rights

If inheritance rules do not allow someone who qualifies under paragraphs (i) to (iv) of Condition 11.3 above to take over this tenancy, we may use Ground 7 to end this tenancy and grant that person a new tenancy of your home. 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 entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy apart from rent, service and support charges and this Succession Condition 11.

11.5 Competing succession claims

If more than one person would be allowed to claim the tenancy under Conditions 11.3 and 11.4 above, they must decide between them who should get the tenancy. If they cannot agree, we will decide.

12 Preserved right to buy

12.1 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 as amended.

12.2 [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.]

12.3 If you die, the person who takes over the tenancy under the succession rights in Condition 11 above will also take over your preserved right to buy (if you had that right).

12.4 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.

12.5 To avoid doubt, if you became the tenant under this tenancy agreement following an exchange (under Condition 10 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

13 Right to acquire

You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

14 Preserved rights

So far as possible, we agree to give you the rights in Conditions 4 to 10 above 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 1988 applied to this tenancy.

SECTION 4 - Your Obligations

1 Possession

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

2 Rent

You must pay the rent and (if applicable) service charge and Supporting People Charge weekly in advance.

3 Use of your home

3.1 You must use your home for residential purposes and as your only or principal home.

3.2 You must not use your home, its communal areas, any neighbouring areas, outbuildings, or any garage that has been let to you for any unlawful purposes.

Examples of unlawful activities include but are not limited to the following:

- dealing in controlled drugs,
- running a brothel,
- dealing in stolen goods,
- illegal betting or gambling.

3.3 You must not use, or allow anyone else to use, your home for any other purpose than for residential purposes, unless you have got our permission to run a business from your home.

3.4 You must not run a business or trade of any type from your home without getting our written permission first. We will refuse permission if we feel that your business is likely to cause a nuisance or disturbance to others or damage the property or stop your home being mainly a place to live. The types of businesses that we are unlikely to give permission for include those that would involve the use of noisy equipment, customers visiting your home or those requiring the use of controlled substances or chemicals.

3.5 You must not throw anything from the windows or roof of your home or block or from any balconies it may have.

- 3.6 You must not interfere with any equipment for detecting or putting out fires or other security equipment, such as door-entry systems or CCTV cameras.

4 Decorating

- 4.1 You are responsible for decorating and furnishing the interior of your home, and ensuring it is kept in good and clean condition.
- 4.2 You must take care to avoid damaging electrical wiring and water pipes when fitting items to walls or laying carpets and flooring.
- 4.3 If you remove any items, such as radiators or doors, please make sure they are refitted correctly. We may carry out this work and charge you if you fail to do so. Do not artex walls or fit polystyrene tiling to ceilings.

5 Anti-social behaviour

- 5.1 You are responsible for the behaviour of all people, including children, who live in or visit your home. You will be responsible for them in your home, in communal areas (stairs, entrance halls, gardens, outbuildings and parking areas) and in the local area around your home.
- 5.2 You must not cause – or allow anyone living with you or visiting you to cause, or to act in a way likely to cause – a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include:

- excessive and unreasonable noise,
 - dog barking and fouling,
 - banging or slamming doors,
 - dumping rubbish, or
 - not keeping your children properly supervised.
- 5.3 You must not allow or fail to stop your home and any of its communal areas being used by any members of your household or your visitors for the use or supply of drugs or any other illegal substances.
- 5.4 You, and those living with you or visiting you, must not do anything that could harass your neighbours or any person in the local area,

including our employees, agents and contractors, for whatever reason. This includes harassment on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief that may interfere with their peace, comfort and convenience or cause offence.

Examples of harassment include:

- using racist behaviour or language,
- using or threatening to use violence,
- using abusive or insulting language,
- damaging or threatening to damage another person's home or belongings, and
- repeated and unfounded or trivial complaints against someone or a group of people.

5.5 You and anyone living with or visiting you must not damage or deface any of our or anyone else's property within your home or its local area.

5.6 You must not make false or malicious complaints about the behaviour of any person.

5.7 **Domestic violence**

5.7.1 You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your Partner, ex-Partner or any other member of your family.

5.7.2 You must not use violence, threats or intimidation towards any Partner to try to remove them from the tenancy or cause them to leave it. If you do and your Partner leaves your home as a result of the violence and does not intend to return, we may apply to the court for possession of your home.

5.7.3 We will provide help and advice if you are a victim of Domestic Violence.

5.8 **Illegal activity and drugs**

You must not engage in illegal activities or allow Occupants or visitors to your home to do so.

As our tenant you will be held responsible for all Occupants and visitors to your home who are found to be supplying controlled substances from the premises, communal areas or neighbourhood, or who are found to be handling or retaining stolen property in the locality of your home.

6 Pets

- 6.1 You must ensure that no nuisance, disturbance or health hazard is caused and that all animals kept at or visiting your home are properly looked after, supervised and kept under control at all times. You must not allow any pet to endanger or disturb neighbours or others in the locality, or allow fouling of any footpath, public or communal area or neighbouring property.
- 6.2 If you are in sheltered accommodation you must not to keep a pet in your home unless our permission has been given in writing beforehand (we shall not unreasonably withhold our consent).

7 Gardens (where applicable)

- 7.1 You must keep tidy and well maintained any garden area that we have allocated to you or that you share with others. This means it should be kept free from rubbish, household items, rubble, excessive weed growth, rodent infestation and pet droppings, so that the area does not become a nuisance or health risk to others.
- 7.2 You must not put any greenhouse, garage, shed, outbuildings or other structure without getting our written permission first.
- 7.3 You must keep any shed, garage or other outbuilding that we let to you in good repair and condition and report any repair that may become necessary.
- 7.4 You must not remove, alter or replace any fencing or boundary without getting our written permission first.
- 7.5 You must not plant any tree or shrubs that can grow to a large size, such as leylandi, without getting our written permission first.
- 7.6 You must not allow any hedge, shrub or tree in your garden to overhang pavements, communal areas or a neighbouring garden or in any other way be a nuisance or hazard to others.

7.7 You must not remove or destroy any bushes, hedges or trees without getting our written permission first.

7.8 You must not store rubbish, furniture, household appliances or any vehicles or vehicle parts in your or any shared garden.

8 Shared areas (where applicable)

You accept joint responsibility with other tenants or owners who share any of the areas around your home (eg staircases, landings, drying areas) for keeping those shared parts clean and tidy, free from rubbish and weeds. You must not leave or keep anything in those shared parts that would cause an obstruction or fire or health hazard.

9 Damage

You must make good any damage to your home or our fixtures and fittings or to the common parts caused by you, Occupants or visitors to your home, fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

10 Reporting disrepair

You must report to us promptly any disrepair or defect for which we are responsible in your home or the common parts.

11 Access

You must allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property. (We will normally give at least 24 hours' notice but more immediate access may be required in an emergency).

12 Security and safety systems

You, Occupants or visitors to you home must not to interfere with security and safety installations at your home (e.g. fire doors, door entry systems, smoke detectors), in communal areas, or in the locality and not to behave irresponsibly or in a manner that would put peoples' safety at risk.

13 Parking

- 13.1 You must not park or allow anyone living with you or visiting you to park any vehicles on any road, lay-by, grassed area, communal land or any other area that is not allocated for parking purposes.
- 13.2 You must not drive across, park on or otherwise damage any grassed area, footpath, communal land or other land that is not specifically for this purpose.
- 13.3 On any land that belongs to us, you must not keep or allow other members of your family or your visitors to keep vehicles that are unroadworthy, unsightly, untaxed or uninsured without getting our written permission first. We will only give permission for this in special cases and for a temporary period.
- 13.4 You must not carry out any vehicle repairs that cause a nuisance to others living in your area or receive payment for repairing any vehicle at or within the local area of your home.
- 13.5 You must not pour oil, petrol or other chemical substances down any drains or gullies.
- 13.6 You must not keep any motorbikes or mopeds within your home or any of its shared areas.
- 13.7 You must not park any caravan, boat, trailer, heavy goods vehicle or other commercial vehicle on any land that we own without getting our written permission first.
- 13.8 You must not construct a garage, drive or parking space without getting our written permission first.
- 13.9 You must not park a vehicle in your garden or a carriageway crossing unless you have got our written permission. We will give this permission only if you have a proper hardstanding and dropped kerb constructed at your own expense to provide access.
- 13.10 You must not park a vehicle in a way that causes an obstruction to other residents or road users.

14 Storing dangerous substances and items

You, occupants or visitors to your home must not store or use in or around your home or in any shared areas any dangerous, inflammable or explosive substance.

15 Possession of illegal firearms or other illegal weapons

You, Occupants or visitors to your home must not bring to or keep illegal firearms or other illegal weapons (eg handguns, pepper sprays, CS gas canisters, other self-defence sprays) at your home or any shared areas.

16 Satellite TV

You should seek our permission before putting up a satellite dish or aerial.

17 Assignment

You must not assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in Section 3, Condition 10 or assigning the tenancy to someone that would have been qualified under Section 3, Condition 11 to succeed to the tenancy if you had died.

18 Overcrowding

You must not allow more than the number of persons shown on page 2 to live at your home.

19 Lodgers

You must tell us, on request, of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

20 Sub-letting

20.1 You must not grant a sub-tenancy of the whole of your home.

20.2 You must not grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable conditions.

21 Absence from your home

You must inform us, in writing and if possible in advance, if you are or expect to be absent from your home for one calendar month or more.

SECTION 5 - OUR OBLIGATIONS

1 Possession

We will give you possession of your home at the start of the tenancy.

2 Tenant's right to occupy

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

2.2 Access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or

2.3 We are entitled to possession at the end of the tenancy, or

2.4 We have a court order granting us access.

3 Repair of structure and exterior

3.1 We will keep in good repair the structure and exterior of your home including:

- rains, gutters and external pipes,
- the roof,
- outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating,
- internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration,
- chimneys, chimney stacks and flues but not including sweeping,
- pathways, steps or other means of access,
- plasterwork,
- integral garages and stores, and

- boundary walls and fences.

4 Repair of installations

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

- basins, sinks, baths, toilets, flushing systems and water pipes,
- electric wiring including sockets and switches, gas pipes and water pipes, and
- water heaters, fireplaces, fitted fires and central heating installations.

5 Repair of common parts

We will take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you, Occupants and visitors to your home.

6 External decorations

We will keep the exterior of your home and any common parts in a good state of decoration and to decorate these areas as reasonably necessary.

7 Carrying out repairs

7.1 We will:

- carry out repairs in a reasonable time,
- wherever possible tell you when the work will be carried out when you report a repair to us, and
- clear up after a repair, leaving the decoration as close as reasonably possible to how it was before the work was done.

7.2 Certain repairs are included in the **Right To Repair** (see Section 5, Condition 7). These repairs have to be carried out in a specified time. If the repair is not undertaken you may ask us to instruct a second contractor to do the work, and compensation may be payable.

8 Possession for repairs

8.1 There are special circumstances when we have the legal right to take possession of your home because work needs to be done to it, for example, if your home needs to be empty for, ie

- major building repair,
- complete redevelopment, or
- demolition.

8.2 We will:

- offer you another suitable alternative home, and
- give you compensation or help with moving costs (or both) depending on your circumstances.

8.3 Your move could be permanent or temporary. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your home is finished.

8.4 We also will require access to your home to carry out work which falls under relevant health and safety requirements such as gas servicing and electrical testing.

9 Nuisance

We will give you help and advice if you report nuisance or harassment we will look into your complaints and decide what action to take.

10 Informing you

10.1 We will produce a report each year showing how well we have performed as your landlord.

10.2 We will provide information about our housing policies, allocations and transfer policies.

10.3 We will publish service standards that tell you about the standards of service that you can expect from us.

11 Involving you

We will make sure that opportunities are provided for you to become involved in the housing service and that these are promoted and developed.

12 Insurance

We will insure the structure and exterior of your home, which includes the provision of main services such as gas, electricity and water. We do not insure your contents so you will have to make your own arrangements to insure these.

13 Acting fairly

We will act fairly in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief or status.

14 Giving our permission

14.1 If the terms of this agreement require you to get our written permission for something, we will only refuse this if we have a good reason for doing so. We will write and tell you what this is. If we grant permission, this may have certain conditions attached to it, which you must comply with.

14.2 As well as getting our permission as your landlord, you should also check whether planning or other permissions are needed. We reserve the right to withdraw our permission if you do not get other necessary permissions nor keep to the conditions of permission we give.

15 Anti-social behaviour

15.1 We will give you help and advice if you tell us you are the victim of anti social behaviour, domestic violence, nuisance or harassment.

15.2 We will respond to complaints in a reasonable time according to the seriousness of the matter being complained about.

15.3 We will take legal action to end your tenancy if you continually act in an anti social manner.

16 Harassment

16.1 We are committed to preventing harassment and will deal vigorously with any incident of attack or an harassment and provide help and advice if you are the victim.

16.2 We will comply with the Code of Practice for Social landlords relating to tackling racial harassment and will deal vigorously with any incident of racial attack or harassment and provide help and advice if you are the victim.

17 Ending your tenancy

We will give you one calendar month's notice in writing if we intend to ask for a court order to repossess your home.

SECTION 6 – Grounds For Possession

Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which court must order possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve 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 periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 3, Condition 11.

Part II Grounds on which court may order possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that

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

The works have been completed and you have failed to return to your own property, 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 we commence proceedings for possession within twelve 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 dwellinghouses 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, or
- b) has been convicted of
 - i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes, or
 - ii) an arrestable offence committed in, or in the locality of, the dwellinghouse.

Ground 14A

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil Partner and

- a) one or both of the Partners is a tenant of the dwellinghouse,
- b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- c) one Partner has left the dwellinghouse 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 within the meaning of the Charities Act 1993.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwellinghouse 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 or State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

Ground 17

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

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

SECTION 7 – Signatories

15 Data Protection Act 1998

15.1 Under the Data Protection Act 1998, you have the right to see information that we hold about you. You may not be able to see everything, for example, details about other tenants. You can get copies of the information, but you will have to pay a charge set by the Data Protection Commissioner.

15.2 You also consent to us holding and processing information (including sensitive personal data) that you have provided or has been provided

by third parties or will be provided in the future to perform our functions. This may involve disclosure to certain third parties who are able to show that they are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data will be processed in accordance with the law.

By signing this Tenancy Agreement, you are consenting to the above and to us processing your personal data.

Signed on behalf of the landlord:

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 on behalf of the tenant: _____

If this is a joint tenancy each tenant should sign.

Date: _____

It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us.

We are subject to any guidance on housing management practice and regulation issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.

This tenancy agreement is based on the National Housing Federation's model assured non-shorthold tenancy.

GLOSSARY OF TERMS

Assured Tenancy / Assured Tenant

This is the legal type of tenancy which tenants have with Wansbeck Homes. It is governed by the Housing Act 1988. It is a contract where all your rights and obligations are set down in the Tenancy Agreement and (except for rent and service charges) which could only be changed by agreement of both tenant and landlord or by an Act of Parliament. If Wansbeck Homes wanted to end your assured tenancy it must serve a notice seeking possession and go to court.

Contract

A legally binding agreement between two or more parties.

Department for Communities and Local Government

The Government department responsible for Housing and Local Government, including Council Housing and Registered Social Landlords. Formally known as the Office of the Deputy Prime Minister (ODPM).

Environmental Works

These are the repairs and improvements that would be carried out to the environment, or area, around your home, including works to footpaths, grassed areas, car parking, fencing etc.

Housing Corporation

The Housing Corporation is a Government body that regulates Registered Social Landlords. If the transfer goes ahead, the Housing Corporation would regulate the work of Wansbeck Homes.

Improvements

Works, over and above repairs, that are intended to help bring your home up to a modern standard.

Inflation

This is the average amount by which prices go up or down, calculated on the basis of the United Kingdom General Index of Retail Prices (All Items).

If this Index is no longer published or the basis of calculation changes then Wansbeck Homes would choose another retail price index or index which reflects the changing value of money and would act reasonably in their choice.

Legislation

An Act of Parliament.

Preserved Right to Buy

Those tenants who had the right to buy their homes as a secure tenant of Wansbeck District Council, continue to have this right with Wansbeck Homes.

Registered Social Landlord

Landlords who are not-for-profit, independent housing organisations registered with the Housing Corporation, who provide affordable rented social housing. Commonly known as Housing Associations.

Right to Acquire (RTA)

A scheme to give eligible tenants of Registered Social Landlords the right to purchase their home from their landlord at a discount. Both transferring and future tenants may be eligible.

Right to Buy (RTB)

Gives eligible council tenants the Right to Buy their homes with discounts. The Preserved Right to Buy is given to eligible council tenants whose homes transfer to a Registered Social Landlord, such as Wansbeck Homes.

Right of Succession

The right of tenants to pass on their home.

Secure Tenancy

The vast majority of local authority tenants, and housing association tenants whose tenancies began before 15 January 1989, are secure tenants and have a range of rights as set out in statute under the Housing Act 1985.

Service Charges

The money tenants and leaseholders pay for services.

Sheltered Housing

Housing for older people with some shared facilities that include Sheltered Housing Wardens and other staff.

Supporting People

Supporting People is a Government policy and funding framework for delivering accommodation-based support to vulnerable people in different types of accommodation, including sheltered housing and across all tenures.

This applies to councils and Registered Social Landlords and is not connected with housing transfer. It came into effect from April 2003 and requires landlords to separately identify their accommodation and support costs.

Since April 2003, Housing Benefit payments have continued to cover accommodation costs, while Supporting People funding now covers the cost of accommodation-based support.

Tenancy Agreement

The legal contract made between you and your landlord which sets out your rights and responsibilities as a tenant, and their rights and responsibilities as a landlord.

Wansbeck Homes Limited

This is the name of your landlord, set up with the help of Wansbeck District Council, to own and manage the homes and carry out the repairs and improvements in the future.

Section 12

About Wansbeck Homes

Summary

- Wansbeck Homes would be a Registered Social Landlord and would not distribute any profits but would instead use them in running its housing business.
- Wansbeck Homes would be registered with the Housing Corporation, the Government's body responsible for the regulation of all Registered Social Landlords.
- Wansbeck Homes would have a legal contract with the Council to help ensure promises are kept.
- Wansbeck Homes would be based in Wansbeck and would be run by a Board of Management made up equally of Tenants, Council representatives and Independent people chosen for their specialist skills and expertise.
- After transfer, Wansbeck Homes would employ existing staff to provide the day to day services together with additional staff or contractors where required.
- The Council and tenants in Wansbeck, supported partnering an existing RSL to create a new Housing Group. Cheviot Housing Association Limited was the chosen partner, because of its experience and track record in service delivery and working in Wansbeck.

What type of organisation is Wansbeck Homes?

Wansbeck Homes is an Industrial and Provident Society registered with charitable rules. It is a not for profit organisation which means that any surplus would be put back into its housing and providing services to tenants - no dividends could be paid out.

If tenants vote in favour of the transfer – Wansbeck Homes would be a Registered Social Landlord (housing association). These are organisations that provide affordable rented housing to people in housing need, and are

registered with the Housing Corporation. Wansbeck Homes has been set up with the help of the Council specifically to take a transfer of the Council's homes if tenants vote in favour of transfer. It has been set up for the benefit of tenants now and in the future, and the money raised through rents would go towards providing the kind of services tenants expect.

Wansbeck Homes:

- Would be run by a Board of five tenants, five people nominated by the Council and five independent people
- Would be registered with the Housing Corporation, a Government appointed body set up to regulate all Registered Social Landlords.
- Would be based in Wansbeck.

Wansbeck Homes would also be registered with charitable rules. One advantage of charitable status is that less tax would be paid, which would allow Wansbeck Homes to make best use of its income for the benefit of the people it will house.

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

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

If Wansbeck Homes did want to carry out these activities in the future it would have to consider setting up a non-charitable subsidiary.

Wansbeck Homes mission

Wansbeck Homes' main purpose would be to provide and manage affordable homes in Wansbeck for people who need them.

Wansbeck Homes has adopted the following aim:

To be:

"A caring organisation committed to quality services, affordable homes and working together to build confident communities"

"Building confidence, delivering quality"

Cheviot/ Wansbeck Housing Group

After considering all the options and consulting with tenants, Wansbeck Council endorsed the recommendation of the Stock Transfer Project Board, to transfer its stock, if the tenants vote in favour, to a newly created Registered Social Landlord (also known as a RSL), Wansbeck Homes, but also to partner with an existing RSL, to form a new Housing Group. A selection panel which included Councillors, tenants (advised by PEP) and Council Staff identified Cheviot Housing Association Limited as the preferred partner.

Why Cheviot HA Ltd as a partner?

Cheviot is an established RSL, and with Wansbeck Homes, would create a housing group with a new parent organisation. Both Cheviot HA and Wansbeck Homes would be subsidiaries of the parent. Cheviot HA and Wansbeck Homes would have equal representation on the new parent, and both would contribute to the development of the new Group.

Cheviot has worked within Wansbeck for a number of years and established an excellent working relationship with tenants, Council members, staff and other stakeholders. The selection panel were confident that Cheviot's experience in key service areas such as repairs, elderly people services, tackling anti social behaviour and community regeneration would assist Wansbeck Homes in delivering service improvements and the proposed investment programme.

The Housing Corporation had also given Cheviot four green lights in its annual assessment, for the way its business is arranged, governed, and for its viability and development progress.

Why be part of a Housing Group?

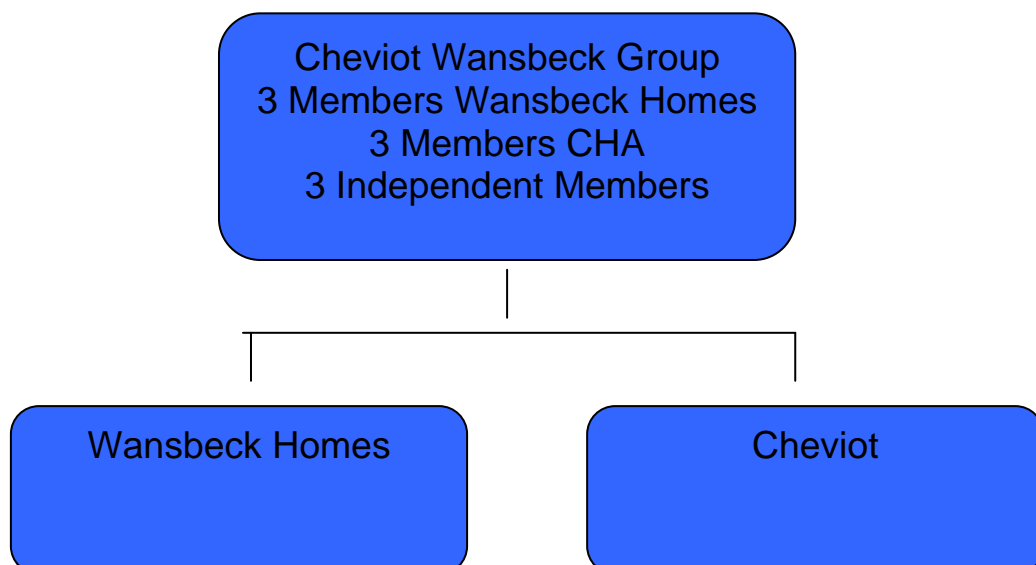
During the consultation process tenants had made it clear that they wanted localised housing services provided by a locally based organisation, hence the decision to establish Wansbeck Homes.

However it was recognised that to allow Wansbeck Homes to concentrate its efforts on delivering improved housing services and the investment programme, there would be benefits from partnering with an existing RSL. Creating a new Group was the preferred option.

Forming a new Group with Cheviot would bring expertise to Wansbeck Homes in areas such as regulation and governance. In addition through the provision of central services such as finance, corporate services and procurement, both subsidiaries could benefit from economies of scale and efficiencies. Joint investment in staff development and business processes, would produce further efficiencies and allow for increased investment in services and homes.

This structure would give the support Wansbeck Homes needs to allow it to concentrate on what tenants have told us are important, improving homes and services.

Both Cheviot HA and Wansbeck Homes would make their own decisions about how they invest, manage and run their housing services. By working together they can buy materials and services more cheaply, which means that the money they have to invest goes further.



Cheviot/Wansbeck Housing Group would have its own Board of Management. Three Members from Wansbeck Homes would join three Members from Cheviot together with three independent Members.

As the parent of Wansbeck Homes and Cheviot Housing Association, Cheviot/Wansbeck Housing Group would have certain powers to control Wansbeck Homes and Cheviot Housing Association, particularly in relation to financial matters. This will help Wansbeck Homes especially ensure that it would be able to fulfil its promises, especially those set out in this document. Cheviot/Wansbeck Housing Group would also have the power to intervene in the decision making of its subsidiaries (for example to replace Board Members on the Board of Management) if this proved necessary to meet Housing Corporation or other governance requirements. These powers would be agreed before transfer and set out in a document called an Intragroup agreement.

Who would run Wansbeck Homes?

Wansbeck Homes would have a local Board of Management who would be responsible for the running of the housing association. The Board would be made up of 15 Members. There is a Shadow Board already in place, and if the transfer goes ahead the Members will become the first Board of Management of Wansbeck Homes.

How were they chosen?

Five Tenant Board Members were selected by a process agreed with the tenants. It involved an application to the Council and interview by the Tenants' Panel, following an invitation from the Council to all tenants to consider applying to be a Board Member.

The Tenant Board Members are:

- Linda Chaplin.
- Roy Cleverley.
- Ken Cochrane.
- Keith Dalton.
- Gemma McCallum.

The 5 Council Board Members were selected by elected Councillors on a basis that reflects the current political composition of the Council.

The five Board Members chosen by the Council are:

- David Nicholson (Chair).
- Louis Brown.
- Alan Douglas.
- George Liddle.
- Jim Sawyer.

Five Independent Board Members (only 4 currently appointed) are not connected with the Council and were chosen for their expertise in a range of areas such as housing and business. They were selected following public advertisements and interviews, by an Independent Consultant, tenant and Council representatives.

They are:

- Ian Conway.
- David Futers.
- Brian Renforth.
- Debbie Shearer.

(Further details about each Board Member are contained in Appendix 1 at the back of this document).

Do they get paid?

No, although the Housing Corporation allows reasonable remuneration, none is currently proposed and Board Members have been recruited to serve on a voluntary basis. However Board Members can claim out of pocket expenses actually incurred on carrying out Wansbeck Homes' business.

How would Board Members be chosen in the future?

The current Board Members would serve until at least the first Annual General Meeting* of Wansbeck Homes after the transfer takes place (*likely to be 2008).

At the first Annual General Meeting following transfer, one of the Tenant Board Members would retire. At the second Annual General Meeting, two further Tenant Board Members would retire and at the third, two Tenant Board Members would retire. Members who retire are selected on the basis of who has been in office the longest and retiring Board Members can be re-elected. This system is then repeated, using the same retirement cycle. A similar system would be used for the Independent Board Members and provides continuity and process for gradual renewal of the Board. Council Board Members would always be chosen by the Council.

Tenant Board Members would be elected by tenants, and Independent Board Members would be chosen from the community for their skills, and would be elected by all the members of Wansbeck Homes.

Who would provide the service?

Wansbeck Homes would employ paid officers to run the housing service on a day-to-day basis. The majority would be staff who currently provide the service for the Council now, so you would continue to deal with the people you know.

The Executive Officer and other senior staff would be appointed by the Board Members.

Who Regulates Wansbeck Homes?

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

In particular, the Housing Corporation:

- Sets rules and standards which all Registered Social Landlords must follow. These standards are set to ensure that tenants' rights are

protected, services are of a high quality and that financial management is sound.

- Monitors the performance of Registered Social Landlords to ensure that these standards are met. If standards are not met, the Housing Corporation has wide powers to intervene.
- Ensure that promises made to tenants are kept.

Where would Wansbeck Homes get the money from to pay for the housing improvements?

Wansbeck Homes would be able to borrow money from banks and building societies. This loan would usually be taken out for a period of around 30 years. The required loans would be agreed before the transfer goes ahead, so tenants could be assured that the money is in place to enable Wansbeck Homes to deliver the improvements to their homes and services. These loans would form part of a fully funded business plan which would need to be approved by the Housing Corporation and the Board of Wansbeck Homes.

In addition, Wansbeck Homes would be able to use all of tenants' rents to run its housing business.

Would the Council have any control over Wansbeck Homes?

Before the transfer takes place, Wansbeck Homes would enter into a formally and legally binding contract with the Council. This agreement would allow the Council to enforce the promises made in this document. After transfer the Council would be able to ensure that major constitutional changes could not be made, for example if the Council felt that they were not in the best interests of tenants.

Section 13

Leaseholders

Summary

- The terms of Leaseholders' original leases would not change after transfer
- Service charges would be payable to Wansbeck Homes instead of the Council
- Leaseholders would be consulted in accordance with the law before any significant repair work is carried out
- Wansbeck Homes would look at the possibility of enabling leaseholders to benefit, at a competitive price, from improvements that tenants are getting when major improvement programmes are being carried out

What is a leaseholder?

A leaseholder is a person who lives in a flat or a maisonette, and has used the Right to Buy to buy their home from Wansbeck District Council (or the owner of a house purchased originally by someone else from the Council). Wansbeck District Council's freehold interest would transfer from the Council to Wansbeck Homes. Leaseholders pay a service charge which covers their share of the cost of repairs to the whole block of homes, and the common services they receive.

Wansbeck Homes would regard leaseholders as key members of local communities, committed to improving their neighbourhoods.

How would leaseholders be affected?

If transfer takes place, Wansbeck Homes would own the building of which leaseholders' properties are a part. Wansbeck Homes would be bound by the provisions of the original leases with the Council and leaseholders would pay their service charges to it.

Although leaseholders would not be affected by the transfer to the same extent as secure and introductory tenants (as the terms of their leases do

not change), we appreciate that they will have concerns, particularly about standards of work and value for money.

Early next year, secure and introductory tenants of the Council are expected to be asked to vote on the proposals contained in the formal offer document. Leaseholders do not have the same right to vote but we would like to know their views. A reply form for comments is included with this document.

Repairs and improvements

Leaseholders would be consulted before carrying out any significant repair work in accordance with the law. Wansbeck Homes would examine the feasibility of giving leaseholders and owner occupiers the benefit of the repair reporting, and emergency call-out services that tenants can use, but there would be a charge for those services. Wansbeck Homes would also ensure that value for money is obtained when insuring the property so that leaseholders may benefit from cost savings.

Leaseholders' rights

Wansbeck Homes would be bound by the terms of the existing leases issued to leaseholders by the Council. This means that all existing leases would remain unchanged and continue to include:

- Details of the items included in the service charges.
- Procedure for assigning the lease.
- Details of the responsibilities of both the lessee and Wansbeck Homes.

Wansbeck Homes would ensure that all the required notices under the Commonhold and Leasehold Reform Act 2002 would be served on leaseholders. Under these, leaseholders have the right to be consulted prior to any improvements or repair works over the value of £250 where these would affect the service charge under their lease. Consultation would be in accordance with statutory requirements.

In accordance with its policies, Wansbeck Homes would ensure that it consults leaseholders about proposed housing management changes that would substantially affect them.

What else would Wansbeck Homes do for leaseholders?

Wansbeck Homes would plan to:

- Look at the possibility of enabling leaseholders to benefit from improvements that tenants are getting when major improvement programmes are being carried out at a competitive price..
- Make sure that leaseholders are kept informed about the spending plans for their area. Where there could be increases to service charges, consultation would enable leaseholders to plan for the changes. If leaseholders cannot afford to pay for planned works, then Wansbeck Homes would look at offering them the chance to spread the cost over a reasonable length of time.
- Not insist unreasonably on improvements being carried out to leaseholders' homes.

What about leaseholders' service charges?

As with the Council, Wansbeck Homes would provide leaseholders annually with a breakdown of estimated service charges for the following year together with a statement of expenditure for the previous year.

Leaseholders would only pay the amount that the service actually costs and would have the right to appeal to the Leasehold Valuation Tribunal.

Leaseholders would be able to pay the annual service charge either in advance for the whole year, quarterly, or in monthly instalments.

They would also be consulted prior to the introduction of any new services that would affect them, and Wansbeck Homes would not unreasonably refuse leaseholders the ability to opt out of new services if desired.

As the Council is able to recover the costs of VAT, it does not include the cost of VAT in leaseholders' service charges. As Wansbeck Homes would not normally be able to recover the costs of VAT, it would include these costs in leaseholder service charges.

If transfer goes ahead and in the future you buy a flat from Wansbeck Homes through the preserved right to buy, then you would no longer have the right to have a loan from the Council to cover service charges as such a

loan is only available to leaseholders purchasing under the right to buy and not the preserved right to buy.

Leaseholders would be told what standards they could expect from the services that they receive, and would be encouraged to monitor the services to make sure that the service standards are being met.

Section 14

Useful Information

Summary

In this section you will find addresses and phone numbers for some useful contacts.

You may wish to contact them for further information.

Wansbeck District Council

Town Hall
Ashington
Northumberland
NE63 8RX

Freephone helpline – 0800 279766

Email – CustomerServicesMailbox@wansbeck.gov.uk

Website – www.wansbeck.gov.uk

Tenants' Independent Advisor

PEP
Church View
Felixkirk
North Yorkshire
YO7 2DP

Freephone helpline – 0800 243082

Email – Eileen.a@engage3.org
Javaid.i@engage3.org

Website – www.pep.org.uk

Department for Communities and Local Government

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

Email – housing.transfer@communities.gsi.gov.uk

Website – www.communities.gov.uk

Housing Corporation

Stock Transfer Registration Unit
Attenborough House
109-111 Charles Street
Leicester
LE1 1FQ

Telephone – 0116 242 4879

Website – www.housingcorp.gov.uk

National Housing Federation

Lion Court
Procter Street
Holborn
London
WC1V 6NY

Telephone – 020 7067 1010

Website – www.housing.org.uk

Independent Housing Ombudsman

Norman House
105 – 109 Strand
London
WC2R 0AA

Telephone – 0845 712 5973

Website – www.ihos.gov.uk

Section 15

Legal requirements for Tenant Consultation

The Council must comply with the law when consulting its tenants. These statutory provisions are contained in Section 105A and Schedule 3A, Housing Act 1985. The Council and the Department for Communities and Local Government must consider the views of the Council's secure and introductory tenants. If you are not sure what type of tenant you are, please refer to your Tenancy Agreement or phone the Council's Freephone Helpline on 0800 279766.

The Council must serve on you a notice giving you:

- Such details of the proposal that the Council considers appropriate including the identity of the organisation to whom the any transfer is to be made;
- How the transfer is likely to affect tenants, and
- The effects of the transfer on the provisions of Schedule 3A Housing Act 1985 and, in the case of secure tenants of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on transfer).

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

How the Council will comply with the statutory requirements

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

1. The Council must first serve you a notice (the Stage 1 Notice) giving you the information listed above and informing you that by 5 February 2007 you may make representations to the Council.

This document and other documents in the pack form the Stage 1 Notice and contains the required details.

2. Any tenants' comments received by 5 February 2007 must be considered by the Council.

3. After considering these comments, the Council must serve a further written notice on you (the Stage 2 letter) telling you:
 - Of any significant changes to the proposal; and
 - That you may contact the Department for Communities and Local Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to tenants.

This second notice will also make it clear that the Secretary of State at the Department for Communities and Local Government will take objections into account in considering any application from the Council for the necessary consent to transfer its stock.

At the back of this document is a pre-paid reply card for you to make any comments. The Council will take into account all comments received from tenants and decide whether it should hold a ballot.

If the Council decides to go ahead with the ballot, it will be a postal ballot of secure and introductory tenants held early next year. The voting forms would be sent to you shortly before the ballot begins.

4. The Ballot

The Electoral Reform Services, not the Council, would run the whole ballot process. Each secure and introductory tenant would have a vote (this means where the tenancy is in the name of more than one tenant, each tenant has a vote).

The Council would only proceed further with the transfer if the majority of the tenants who voted were in favour.

Please complete this form and send it back to the Council by:

5 February 2007.

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

1. What do you think about the Council's proposal to transfer the homes to Wansbeck Homes?

- **I agree with the transfer**
- **I do not agree with the transfer**
- **I need more information**
- **I haven't made my mind up yet**

2. What do you like about the transfer proposal?

3. What don't you like about the transfer proposal?

4. How could the transfer proposal be improved?

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

Name: _____

Address: _____

Telephone: _____