

# FINDINGS PACK

## Review of Independent Sheltered Housing in the Borough

**Communities and Housing Scrutiny and Policy  
Development Panel**

**HAVANT BOROUGH COUNCIL  
PUBLIC SERVICE PLAZA  
CIVIC CENTRE ROAD  
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# 2016

<b>A</b>	<b>Introduction</b>	<b>Page 1 - 4</b>
<b>B</b>	<b>Recommendations</b>	<b>5 - 8</b>
<b>C</b>	<b>Conclusions</b>	<b>9 - 12</b>
<b>D</b>	<b>Panel Members</b>	<b>13 - 16</b>
<b>E</b>	<b>List of Contributors</b>	<b>17 - 20</b>
<b>F</b>	<b>Methodology</b>	<b>21 - 28</b>
<b>G</b>	<b>Findings</b>	<b>29 - 64</b>
<b>H</b>	<b>Appendices</b>	<b>65 - 232</b>

## **Introduction**

**(Review of Independent Sheltered Housing in the Borough)**

**Communities and Housing Scrutiny and Policy Development Panel**

**2016**

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## Introduction

This scrutiny was undertaken in response to an increasing number of complaints from residents of sheltered housing in the Borough.

The objective of this Scrutiny was to investigate the standard of accommodation for residents in sheltered housing / accommodation for older people. It was decided to concentrate the review on the two largest providers of sheltered accommodation within the Borough i.e. Portsmouth City Council and Guinness Trust and to sample six schemes from each provider.

Members of the Panel together with other ward councillors visited various sheltered housing schemes throughout the Borough and asked the tenants to complete a small questionnaire. A questionnaire was also sent to the housing providers.

The results of the questionnaires were analysed and sent to the residents and housing providers for their comment. In addition Guinness Partnership attended a meeting with the Panel to discuss the findings of the survey.

The Councillors were made very welcome on all of their visits and the Panel was generally satisfied with what it saw; however there are some areas that need attention and the recommendations are contained in the report. The main aim following this review is to build the Council's relationship with both Guinness Partnership and Portsmouth City Council, and ensure close and effective communication going forward to enable resident's concerns to be highlighted and resolved quickly and fully. The Panel's recommendations seek to resolve this by suggesting regular meetings at different levels.

The review also illustrated the value of Councillors meeting representatives and being able to raise concerns directly with landlords. It is hoped that this review will lead to ward Councillors visiting local housing schemes more often.

The Review took place between December 2015 and October 2016.

The review has included extensive consultation with residents and officers from Guinness Partnership, Portsmouth City Council and this Council's housing team who have given up time to contribute their views. I would like to express my particular thanks to Councillors Davis, Hughes, Lenaghan and Mackey for their support in undertaking the scrutiny review.



Signed by Councillor Diana Patrick  
October 2016

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# Recommendations

(Review of Independent Sheltered Housing in the Borough)

Communities and Housing Scrutiny and Policy Development Panel

2016

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## Recommendations

**A** It is recommended to Cabinet that;

- 1 six monthly liaison meetings be arranged with the Guinness Partnership and Portsmouth City Council for Councillors (Portfolio Holders) and officers (Heads Of Service) to discuss high-level strategic issues within housing schemes and community issues in the Borough;
- 2 monthly contact discussions be arranged between officers at the Council and Guinness Partnership / Portsmouth City Council housing teams to discuss housing related issues and concerns relating to residents the Borough;
- 3 a clear guideline on the process of raising issues concerning residents living within schemes provided by housing associations be circulated to all members;
- 4 Guinness Partnership be recommended to improve its communication and performance recording to overcome the clear disparity between the expectations of their customers and the service it provides;
- 5 Councillors be encouraged to regularly visit sheltered housing schemes within their ward e.g. attend coffee mornings to improve the profile of the Council and strengthened the link between councillors and their constituents;
- 6 Guinness Partnership and Portsmouth City Council be requested to supply the Council each year with a copy of their Housing Annual Report together with a breakdown of the performance statistics relating to this Borough;
- 7 the officers be requested to compile a list of sheltered housing schemes within the Borough and publish this on the Council's website; and
- 8 a link to the definition of Sheltered Housing be included in the Home Choice website.

**B** It is recommended to the Scrutiny Board that the Crime and Disorder Panel include in their review of the Safer Havant Partnership, how the agencies work together to resolved anti social behaviour in sheltered accommodation.

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# Conclusions

(Review of Independent Sheltered Housing in the  
Borough)

Communities and Housing Scrutiny and Policy Development  
Panel

2016

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## Conclusions

Both the Guinness Partnership and Portsmouth City Council give publications on the service provided to tenants prior to move-in. However, compared to the tenants of Portsmouth City Council a larger percentage of Guinness Partnership tenants had a higher expectation of the anticipated services provided under a sheltered housing scheme than was actually provided by the Partnership.

It is acknowledged that the removal of some services funded by Hampshire County Council may be an explanation for the difference between expectation and delivery. However, this cannot explain the discontent arising from repairs and redecoration from the Guinness Partnership's tenants, who took part in the survey. This appears to be a communication issue which needs to be resolved.

From the information provided the key difference between the way the two landlords communicate sheltered housing to tenants is that Portsmouth City Council provide separate guidelines for sheltered accommodation whereas Guinness Partnership include their sheltered housing information in a general tenancy handbook.

Although the Guinness Partnership has performance targets e.g. to complete general repairs within twenty eight days, it doesn't record how it performs against all these targets. Measuring and publicising its performance could help resolve the problem highlighted in 9.1 above.

Although Guinness Partnership record 92% satisfaction with repair contractors, this figure relates to all properties owned by the Partnership and not solely repairs in sheltered housing schemes. The Panel's survey shows that 51% of those that took part in the survey consider that the repair service is poor. This suggests that the partnership's policy of only checking 10% of repairs across all properties in housing is not a true reflection of the views of their customers in sheltered housing schemes. In contrast Portsmouth City Council checks all its repairs and has a higher level of satisfaction with repairs.

With regard to the rating of décor and cleanliness of the Building/Communal Areas surveyed Portsmouth City Council residents appeared to be more satisfied than Guinness Partnership's. However, this difference in the level of satisfaction could be largely due to the fact that major refurbishment works had recently been undertaken on three of the City Council's schemes included in the survey.

There are currently no clear guidelines on how Councillors should raise residents' concerns to Landlords. The project has highlighted the value of Councillors meeting the residents of sheltered housing schemes. Visiting Councillors were extremely well received at all of the schemes they visited, and it is hoped that this review will lead to more Councillors visiting housing association schemes within their respective wards. It would be helpful if guidelines could be produced which enable Councillors to pass on issues/matters raised by the residents during these visits. This would reinforce the Councillors role in his or her ward and at the time improve the system for resolving constituent's concerns or complaints.

The project has also illustrated the value of Councillors meeting representatives and being able to raise concerns directly with landlords. The meeting with the Partnership proved enlightening and a valuable discussion forum to the members of the Panel and hopefully the Partnership's representatives. Both the Guinness Partnership and Portsmouth City Council have indicated that they would be happy to attend future meetings with the Council. It is hoped that these meetings as recommended will lead to improved communication and quicker solutions to resident concerns.

Although not included in the survey questionnaires, a number of tenants who took part in the survey raised concerns about the way complaints about anti social behaviour are handled. The Panel acknowledge that Guinness Partnership has an anti social behaviour policy and the legal processes for dealing with such behaviour through the courts can be lengthy. However, it is felt that the way the agencies deal with anti social behaviour in sheltered homes could be accelerated and it is recommended that this is included in the Crime and Disorder Panel's review of the Safer Havant Partnership to see if these complaints could be resolved more quickly.

# Panel Members

(Review of Independent Sheltered Housing in the Borough)

Communities and Housing Scrutiny and Policy Development Panel

2016

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## Communities Scrutiny and Policy Development Panel

### Scrutiny Lead:

Councillor Patrick

### Panel Members:

Councillors D Smith, Patrick, Keast, Hart, Thomas and Perry

### Other Councillors Who Assisted the Review:

Councillors Davis, Hughes, Lenaghan and Mackey

### Cabinet Lead:

Councillor Weeks (up to 11 May 2016)

Councillor Turner (from 11 May 2016)

### Previous Panel Members (up to 11 May 2016):

Councillors Howard, Francis, Lenaghan (Scrutiny Lead), and Kerrin

The attendance record for meetings of the Panel is shown below:

### Attendance Record – Panel Members

Councillor	Total Expected Attendances	Present as Expected	Absences (Inc. Apologies)
Councillor Andrew Lenaghan	6	6	0
Councillor Beryl Francis	6	5	1
Councillor Caren Howard	6	1	5
Councillor David Smith	11	8	3
Councillor Diana Patrick	11	10	1
Councillor Gary Kerrin	5	0	5
Councillor David Keast	5	2	3
Councillor Joanne Thomas	5	4	1
Councillor John Perry	5	4	1
Councillor Terry Hart	5	4	1

### Attendance Record – Guests

Councillor	Total Attendances
Councillor Gary Hughes	1
Councillor John Davis	1
Councillor Andrew Lenaghan	1

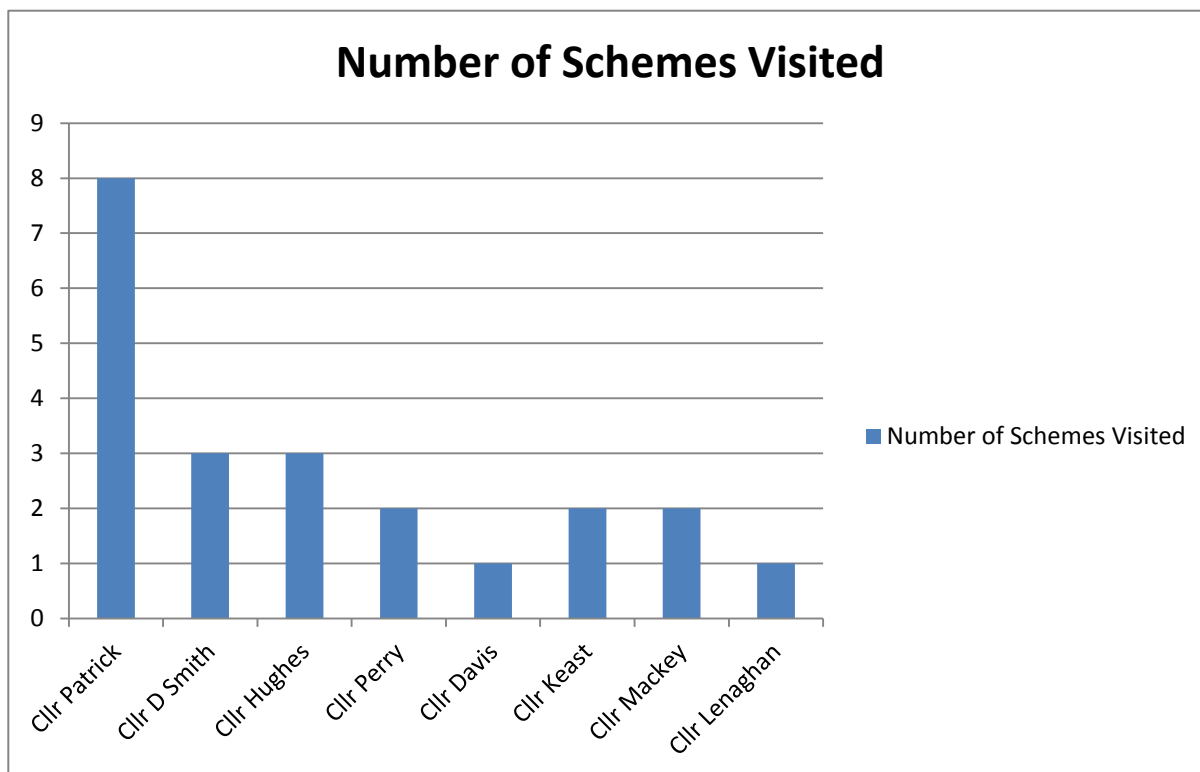
### Attendance Record – Cabinet Leads

Councillor	Total Attendances
Councillor Yvonne Weeks	4
Councillor Leah Turner	4

### Attendance Record – Scrutiny Board Chairmen

Councillor	Total Attendances
Councillor Jackie Branson	1
Councillor Paul Buckley	1

The number of visits undertaken by Councillors is shown below:



# List of Contributors

(Review of Independent Sheltered Housing in the  
Borough)

Communities and Housing Scrutiny and Policy Development  
Panel

2016

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## Contributors to the Review

<b>Who?</b>	<b>Contribution</b>	<b>When?</b>
<b><i>Tracey Wood – Head of Housing</i></b>	Provided independent advice and suggestions for the way to tackle any issues raised in the survey	Throughout the whole review
<b><i>Sharon Oakley, Trainee Housing Officer, Havant Borough Council</i></b>	Collated and analysed the completed survey questionnaires	July - August 2016
<b><i>Residents of the Schemes sampled</i></b>	Residents of the sampled schemes who contributed to the survey undertaken by the Panel	May – August 2016
<b><i>Guinness Partnership</i></b>	Actively took part in the review including arranging site visits to a sample of their Sheltered Housing Schemes in the Borough to enable the panel to undertake a residents survey	Throughout the whole review
<b><i>Portsmouth City Council</i></b>	Actively took part in the review including arranging site visits to a sample of their Sheltered Housing Schemes in the Borough to enable the panel to undertake a residents survey	Throughout the whole review
<b><i>Clare Easton, Operations Manager, Guinness Partnership</i></b>	Assisted the Council in arranging site visits, submitted supporting information, and attended an interview with the Panel to discuss the results of the Survey	Throughout the whole review
<b><i>Tracey Martin, Housing Manager, Guinness Partnership</i></b>	Assisted the Council in arranging site visits, submitted supporting information, and attended an interview with the Panel to discuss the results of the Survey	Throughout the whole review
<b><i>Lucy Harper and , Alison Sanders, Housing Managers, Guinness Partnership</i></b>	Assisted the Council in arranging and notifying residents of the survey site visits	May - August 2016
<b><i>Chris Wignall, Assistant Sheltered Housing Manager</i></b>	Assisted the Council in arranging site visits, submitted supporting information	Throughout the whole review
<b><i>Alison Croucher, Sheltered Housing Manager</i></b>	Assisted the Council in arranging site visits, submitted supporting information	Throughout the whole review
<b><i>Support Staff at the Sheltered Housing Schemes Which Took Part in the Survey</i></b>	Assisted the Councillors who undertake the survey	May – August 2016

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# Methodology

(Review of Independent Sheltered Housing in the Borough)

Communities and Housing Scrutiny and Policy Development Panel

2016

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## **Scope**

To investigate the standard of accommodation for residents in sheltered housing / accommodation for older people.

## **Links with the Corporate Strategy and Business Plans**

The project links with the key aim in the Corporate Strategy to work with partners to help ensure health and well being of our residents.

## **Benefits to the Council and Its Residents**

A survey of the current standard of accommodation and support provided at a sample of sheltered housing accommodation sites in the Borough can be used in future discussions with housing providers, with the aim of achieving the best possible standard of accommodation for residents.

## **Evidence to Support the Project**

1. Resident testimonies and complaints
2. Survey/Questionnaires to be completed by residents and housing providers
3. Interviews with the Housing Scheme Representatives on the results of the survey

## **The Project Included**

1. An investigation into a 12 sheltered housing schemes within the Borough - 6 under the management of the Guinness Partnership, 6 under the management of Portsmouth City Council
2. Site Visits of a sample of sheltered housing accommodation schemes in the Borough
3. A Survey of a sample of residents and scheme supervisors
4. Discussions with the Representatives of the Scheme visited on the results of the site visits and survey

## **Not Included in the Project**

1. Other forms of social housing
2. Individual cases
3. The scrutiny of residents/schemes outside of the Borough

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## Site Visits

<b><i>Where?</i></b>	<b><i>Why?</i></b>	<b><i>When?</i></b>	<b><i>Who?</i></b>	<b><i>Status</i></b>
<b>Connors Keep, Wecock Farm (PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	13 July 2016	Cllrs Patrick and D Smith	Completed
<b>Elsie Fudge House, Crookhorn(PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	1 June 2016	Cllrs Patrick & Hughes	Completed
<b>St. Clare's Court, Leigh Park (PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	28 July 2016	Cllrs Perry and Davis	Completed
<b>Tweed Court, Leigh Park (PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	28 July 2016	Cllrs Keast and Patrick	Completed
<b>Wakefield Court, Waterlooille (PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	5 July 2016	Cllrs Patrick and Hughes	Completed
<b>Lyndhurst House, Leigh Park (PCC Housing Scheme)</b>	To complete a survey of residents into the current standard of accommodation	1 August 2016	Cllrs Keast and Patrick	Completed
<b>Herriott House, Cowplain (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	25 July 2016	Cllrs D Smith and Mackey	Completed
<b>Fairmead Court, Hayling Island (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	30 June 2016	Cllr Lenaghan	Completed
<b>Emsworth House, Emsworth (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	25 July 2016	Cllrs Mackey and D Smith	Completed

<b><i>Where?</i></b>	<b><i>Why?</i></b>	<b><i>When?</i></b>	<b><i>Who?</i></b>	<b><i>Status</i></b>
<b>The Lodge, Waterlooville (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	3 June 2016	Cllrs Patrick & Hughes	Completed
<b>Enderleigh House, Havant (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	11 July 2016	Cllr Patrick	Completed
<b>Eileen Beard House (Guinness Partnership Housing Association Schemes)</b>	To complete a survey of residents into the current standard of accommodation	4 August 2016	Cllrs Perry and Patrick	Completed

## Evidence Submitted

### Questionnaires

<b>Scheme Address</b>	<b>Landlord's</b>	<b>Residents</b>	<b>Status</b>	
<b>Connors Keep, Wecock Farm (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Elsie Fudge House, Crookhorn (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>St. Clare's Court, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Tweed Court, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Wakefield Court, Waterlooille (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Lyndhurst House, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Herriott House, Cowplain (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Fairmead Court, Hayling Island (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Emsworth House, Emsworth (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>The Lodge, Waterlooille (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)

<b>Scheme Address</b>	<b>Landlord's</b>	<b>Residents</b>	<b>Status</b>	
<b>Enderleigh House, Havant (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)
<b>Eileen Beard House (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed	Included in Survey Results pack (separate document)

**OTHER EVIDENCE**

<b>Scrutiny Review Project Plan</b>	Appendix A	Page 69 – 77
<b>Questionnaire for Landlords</b>	Appendix B	Page 79
<b>Questionnaire for Residents</b>	Appendix C	Page 81 – 82
<b>Additional Questions for Guinness Partnership and Portsmouth City Council</b>	Appendix D	Page 83 – 86
<b>Portsmouth City Council - Responses to Supplementary Questions raised by the Panel</b>	Appendix E	Page 87 – 91
<b>Guinness Partnership – Responses to Supplementary Questions raised by the Panel</b>	Appendix F	Page 93 – 98
<b>Portsmouth City Council – Sheltered Housing Guidance</b>	Appendix G	Page 99 – 105
<b>Guinness Partnership – Welcome to Your Home</b>	Appendix H	Page 107 – 174
<b>Guinness Partnership – Tenancy Agreement</b>	Appendix I	Page 175 – 187
<b>Guinness Partnership – Empty Home Repair Standard</b>	Appendix J	Page 189 – 196
<b>Notes of Panel Minutes</b>	Appendix K	Page 197 – 230

# Findings

(Review of Independent Sheltered Housing in the Borough)

Communities and Housing Scrutiny and Policy Development Panel

2016

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## What is Sheltered Housing?

*“The purpose of the Sheltered Housing Service is - 'To provide accommodation and support where needed'”*

The Sheltered Housing service provides housing-related support services to enable residents to live as independently as possible in their own home.”

### **Portsmouth City Council – Sheltered Housing Guidance**

*“These schemes allow people to live independently in their own flat or bungalow, with the added security of a 24-hour alarm system.”*

### **Welcome to Your Home – The Guinness Partnership**

*“At one end of a broad spectrum, sheltered accommodation is distinguishable from “ordinary” accommodation because it will incorporate particular features which are not normally found in “ordinary” accommodation and are designed to meet the needs of occupiers who are vulnerable in some way, often by reason of age, and increasingly by reason of disability. The Appellant’s six “essential common features” are no more than a non-exhaustive list of examples of such features. The presence, or absence of a particular feature is not determinative.*

*At the other end of the spectrum a care home is not sheltered accommodation. The occupiers of a care home may well need a greater level of care than is available in very sheltered accommodation ... but the level of care may well be determined more by personal choice and/or availability, or more probably lack of provision in a particular area. The emphasis in a care home will usually be rather more on care than accommodation, and this will normally be reflected in the basis upon which such accommodation is occupied....”*

### **Oxford CC v Basey [2012] EWCA Civ 115**

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## Guinness Partnership Sheltered Accommodation

### 1. Schemes included in the Survey

The following schemes were included in the survey:

<b>Scheme Address</b>	<b>Number of Flats within scheme</b>	<b>Number of Vacant Flats within scheme</b>	<b>Number of Surveys Completed</b>	<b>% of Residents who took part</b>
Herriott House, Padnell Avenue, Waterlooville PO8 8DR	36	0	13	36%
Fairmead Court, Sea Front, Hayling Island PO11 0AX	49	2	8	17%
Furlonge House, Emsworth House Close, Emsworth PO10 7JR	36	2	9	26%
The Lodge, Lavender Road, Waterlooville PO7 8BX	67	2	18	28%
Enderleigh House, West Street, Havant PO9 1LQ	16	0	8	50%
Eileen Beard House, Bartons Road, Havant PO9 5RX	36	0	15	42%
<b>Totals</b>	<b>240</b>	<b>6</b>	<b>71</b>	<b>30%</b>

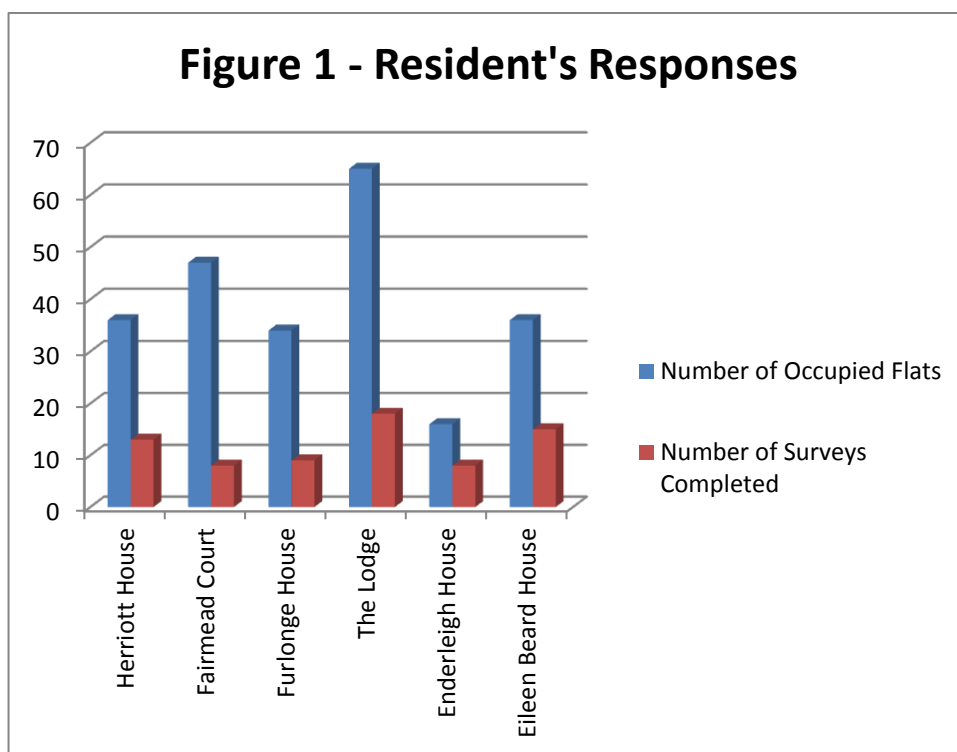
All the flats are available for occupation in each older persons scheme. No flats are used as offices. There are purpose built offices at the schemes. The Lodge has 2 offices; a small one on the ground floor for the RLA and a further one on the 2nd floor that Guinness Care and Support use as their base/hub for the RLA's/staff that work across the Borough.

## 2 Survey Responses

### *Landlord Responses – Guinness Partnership*

6 questionnaires were sent out with 6 returned: 100% rate of return

### *Residents Responses*



In total 71 responses were received: a response rate of 30%. Although the number of completed questionnaires returned may appear low, the Councillors who undertook the survey have indicated that questionnaires were completed by individuals with the support of other residents present during the survey.

The response rate is higher than the % of spot checks accepted by the Partnership as a true representation of their tenants' satisfaction with the standard of repairs.

### 3 Service provided by Guinness Partnership

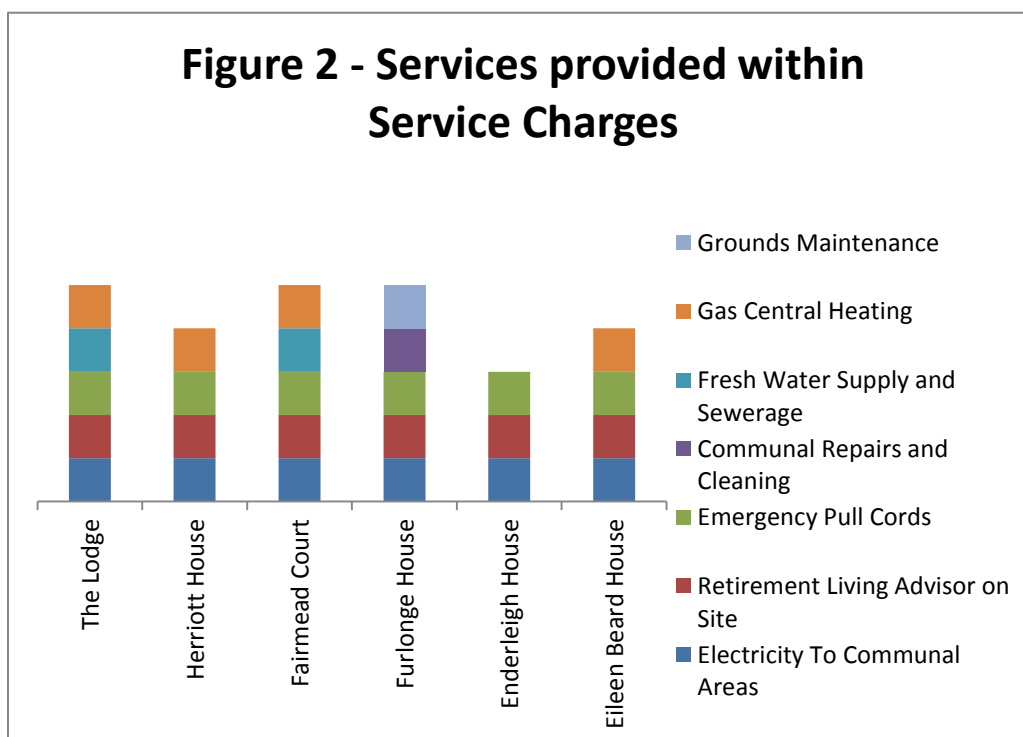
#### The rent and charges

The rent and range of charges differed from scheme to scheme as detailed below (please note charges may differ depending on size of accommodation).

SCHEME	WEEKLY CHARGE
The Lodge	£137.32
Herriott House	£116.86
Fairmead Court	£139.43
Furlonge House	£111.58
Enderleigh House	£102.47
Eileen Beard House	£110.61

*Further breakdown of figures provided in Survey Results Pack (separate document)*

#### Services Provided Within the Charges



The services provided differed from scheme to scheme. All the schemes had emergency pull cords, electricity to communal areas and a Retirement Living Advisor on site for up to 10 hours a week to enable the tenant to live independently in their accommodation.

#### Response Times for Repairs

The Partnership's target times were as follows:

- Emergency Repairs – Response within 24 hours (this required the tenant to be available for 24 hours)
- Routine Repairs – Within 28 days
- 80% of all repairs to be completed within first visit
- 86% satisfaction target

Of the 10% of residents of all of the Partnership's housing stock who were spot checked, 88% were satisfied. The Partnership do not currently report separately on sheltered accommodation schemes.

Appointment dates for routine repairs were agreed between Guinness and the resident.

In Havant, emergency repairs were completed on average within 2 hours (target of 24 hours), and 75% of routine repairs were completed within the target of 28 days (average of 24 days). Guinness had an in-house maintenance team who dealt with the majority of their repairs. Residents could book appointments with the maintenance team for repairs to be made – 84% of repairs have been booked via the appointments system and 92% of these repairs have been carried out at the agreed time.

Occasionally a repair could not be completed within the target period because of the need for a part or because the problem was more complex than reported. Guinness ensured that residents were not without key appliances when items could not be fixed in the target periods e.g. temporary heaters were supplied if the heating could not be stored within the required time period.

Guinness Partnership schemes worked to a national consistent standard which was supplied to the tenants with their tenancy agreements: changes to these standards and other tenancy conditions were communicated to the tenants prior to any changes. It was agreed that a copy of the tenancy agreements and accompany notes/booklets would be shared with Panel members and these can be found on pages 107 to 187.

Guinness had a process in place to spot check 10% of day to day repairs undertaken for quality. Figures for June 2016 showed that 92% of residents within Guinness housing stock were satisfied with the quality of repair works and 92% were satisfied with the contractors who had undertaken the works - Havant out performed other areas of the Partnership. For larger projects the Partnership undertook a 100% inspection. Any particular repairs that caused concern with residents were investigated. A random selection of residents are contacted monthly by phone for feedback on repairs and the scheme in general.

Guinness did not report separately on older persons schemes on the statistics for the number of occasions the Partnership failed to complete a repair within the target period as this was standard set out in the tenancy agreement. At a meeting with the scrutiny panel held on 3 October 2016, representatives of the Partnership agreed to raise the need for these statistics with their head office.

### Emergency Repairs

The following were classed as an emergency repair:

- Complete loss of power: electric and lighting
- Heating, Gas leaks and hot water heating has seasonal restrictions
- Complete loss of water
- Flood and major leaks
- Doors or ground floor windows which aren't secure
- Toilets where there are only one toilet in the property
- Lifts / Car Park gates
- Major incidents and structural damage

## Redecoration of Communal Area

The longest time since a scheme had last been decorated was 2012. Communal and external areas were reviewed every 5 to 7 years.

The schedule of works is as follows:

<b>Property</b>	<b>Last Decorated</b>	<b>Next Decorating Cycle</b>
Furlonge House	2011/12	2018/19
The Lodge	2014/15	2019/20
Eileen Beard House	2011/12	2017/18
Fairmead Court	2011/12	2018/19
Herriott House	2013/14	2018/19
Enderleigh House	2013/14	2020/21

Residents are consulted on colours for redecoration.

Carpets in communal areas were replaced as and when considered necessary and were not normally replaced as part of the regular redecoration review. Carpets in need of replacement are identified through inspections or discussions at coffee mornings with residents. Any areas of the carpet highlighted as a possible health and safety risk were investigated and replaced prior to the replacement of the whole carpet. With regard to the communal carpets at The Lodge, the Panel were informed that Guinness were aware of the issue and were in the process of obtaining quotes for replacement carpets.

Storage was available outside of the schemes for larger mobility scooters, some residents used smaller scooters within the schemes.

Risk assessments were carried out weekly by staff on-site, while an independent external company compiled fire risk assessments and submitted recommendations on possible improvements within schemes to Guinness.

## Grass Cutting

Grounds maintenance was carried out every 2 weeks by an in-house team, and incorporated grass cutting, hedge trimming and flower bed work.

The grounds maintenance schedule for the schemes surveyed for this year is as follows:

<b>Property</b>	<b>Schedule</b>	<b>Comments</b>
Fairmead Court	The Team visit on a fortnightly basis	Twice this year they have undertaken the grass cutting 3 weeks apart. If grass cutting wasn't required they spent the time trimming hedges etc. instead. Work undertaken here includes cutting the grass, hedges, maintaining the beds, bin bays, litter picking and weed spraying

<b>Property</b>	<b>Schedule</b>	<b>Comments</b>
Furlonge House	The Team visit here on a fortnightly basis	Twice this year they have undertaken the grass cutting 3 weeks apart. If grass cutting wasn't required they spent the time trimming hedges etc. instead. Work undertaken here includes cutting the grass, hedges, maintaining the beds, bin bays, litter picking and weed spraying.
Eileen Beard House	Fortnightly visits	Undertake grass cutting, litter pick, with shrubs, hedges and weed control as necessary.
The Lodge	Fortnightly visits	Undertake grass cutting, litter pick, with shrubs, hedges and weed control as necessary.
Enderleigh House	Fortnightly visits	Undertake grass cutting, litter pick, with shrubs, hedges and weed control as necessary.
Herriott House	Fortnightly visits	Undertake grass cutting, litter pick, with shrubs, hedges and weed control as necessary.

### Window Cleaning

Windows are cleaned every 3 months by a contractor and the contractor is required to get a signature to certify that the work has been done.

The window cleaning schedule for the schemes included in the survey is as follows:

<b>Property</b>	<b>Last Cleaned</b>	<b>Schedule</b>
Eileen Beard House	May 2016 August 2016	Every 3 Months
The Lodge	April 2016 July 2016	Every 3 Months
Enderleigh House	May 2016 August 2016	Every 3 Months
Herriott House	March 2016 June 2016 September 2016	Every 3 Months
Fairmead Court	March 2016 June 2016 September 2016	Every 3 Months
Furong House	March 2016 June 2016	Every 3 Months



## Scheme meetings

Scheme meetings are held approximately every six weeks.

## Anti Social behaviour

Guinness has a robust anti-social behaviour policy which had been reviewed earlier this year. The process includes a dedicated Tenancy Enforcement Team. Protection for the victim is given priority in any instances of ASB. The majority of ASB instances in Guinness schemes are low-level neighbour disputes.

Although anti social behaviour is given a high priority, the legal processes to enable Guinness to evict troublesome tenants can take up to 2 years.

Guinness played a leading role in a recent multi agency response to an incident where victims under the Anti-social Behaviour, Crime and Policing Act 2014 (Community Trigger) demanded that the behaviour be dealt with. This had been a positive and informative experience for all involved.

Vetting arrangements are in place by the Council and Guinness to minimise the risk of allocating accommodation to potential anti social tenants.

## Complaints Procedure

All complaints are directed to a national complaints team, who acknowledge the complaints and pass them on to the relevant officer. A 'quick fix' complaint should be completed within 48 hours (i.e. discussion and agreement with the complainant had been reached). Larger complaints should be responded to within 10 days. National satisfaction levels were increasing.

## Support Services from Staff

Sheltered housing is designed to allow tenants to allow them to live independently. Residents have emergency cords for urgent situations, which connect to a central contact centre. Other care such as home help is not supplied by the Partnership. Tenants are made aware of standard of service they should expect from the Partnership before taking up the tenancy. If the staff are made aware or had concerns over the well-being of a resident, they contact the relevant authorities and/or the next of kin.

The Scheme Manager service whereby residents were contacted every day to check on their well-being was funded by Hampshire County Council and ceased when Supporting People funding was withdrawn. There was a long lead-in time for this change and residents were informed through letters, roadshows, meetings and conversations with scheme managers. The current arrangement is for Retirement Living Advisors' (RLAs) to be on site for specific times only. Daily checks on residents were now not possible due to funding constraints.

RLA's have their main offices located at The Lodge and this is where they conducted administrative tasks. Staff were often out at the various schemes they look after during the day and when staff were present at The Lodge, they may not be available to help residents.

An increase in the RLA's presence at each scheme would only be possible through an additional charge to residents.

### On/Off-Site Activities for Residents

On/Off-Site Activities for Residents had been discontinued due to funding constraints. Residents themselves can take a proactive role in organising/signposting activities and that this was the case in some schemes. Retirement Living Advisors helped advertise the activities organised by the residents.

### Safeguarding

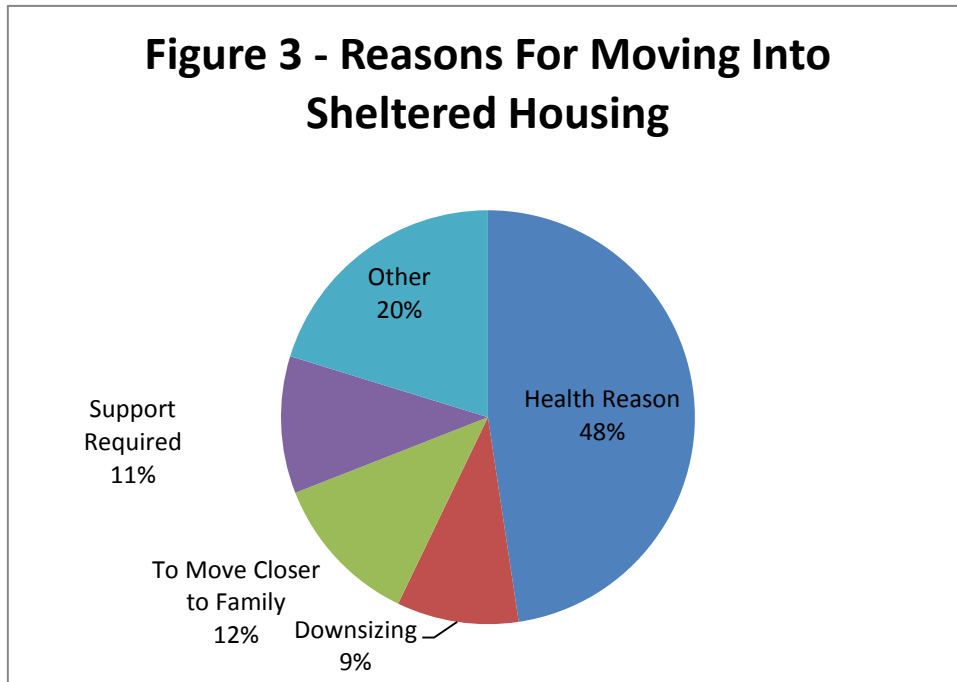
All staff who come into contact with residents at Guinness schemes (including contractors) undertook safeguarding training.

### Arrangements with Local Hospitals / GPs

There were no arrangements with local hospitals or GPs as this was not covered as part of the tenancy agreement for independent accommodation.

#### 4 Reasons for Moving Into Sheltered Housing Accommodation

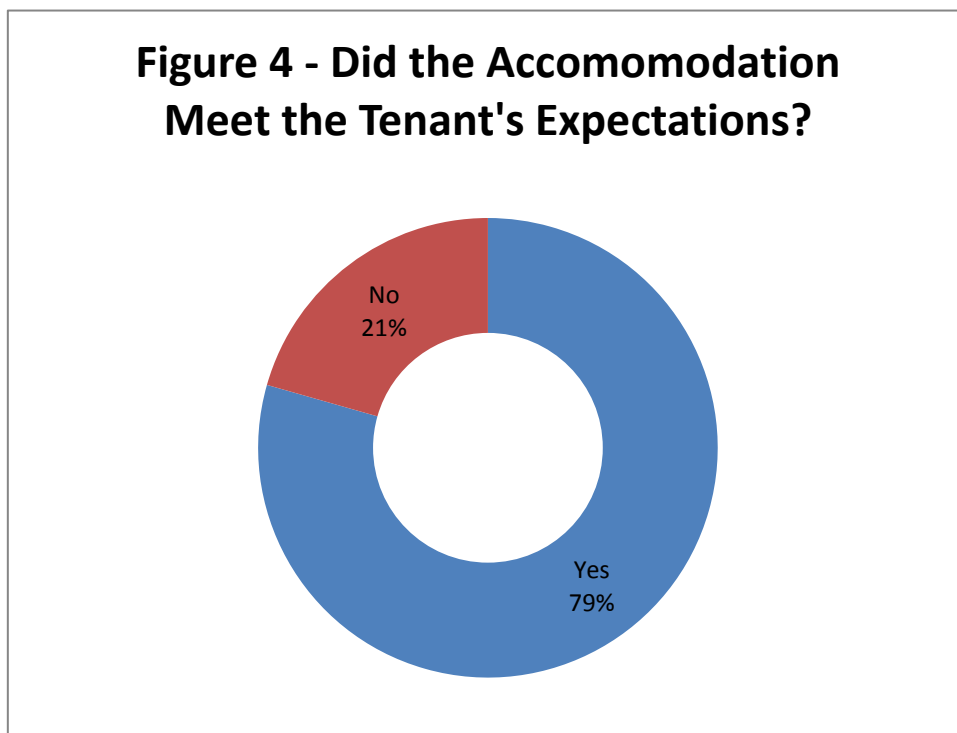
A majority of residents surveyed moved to sheltered housing schemes for health reasons (48%)



#### 5 Tenants' Expectations

**Did the Accommodation Meet the Expectations of the tenants Surveyed?**

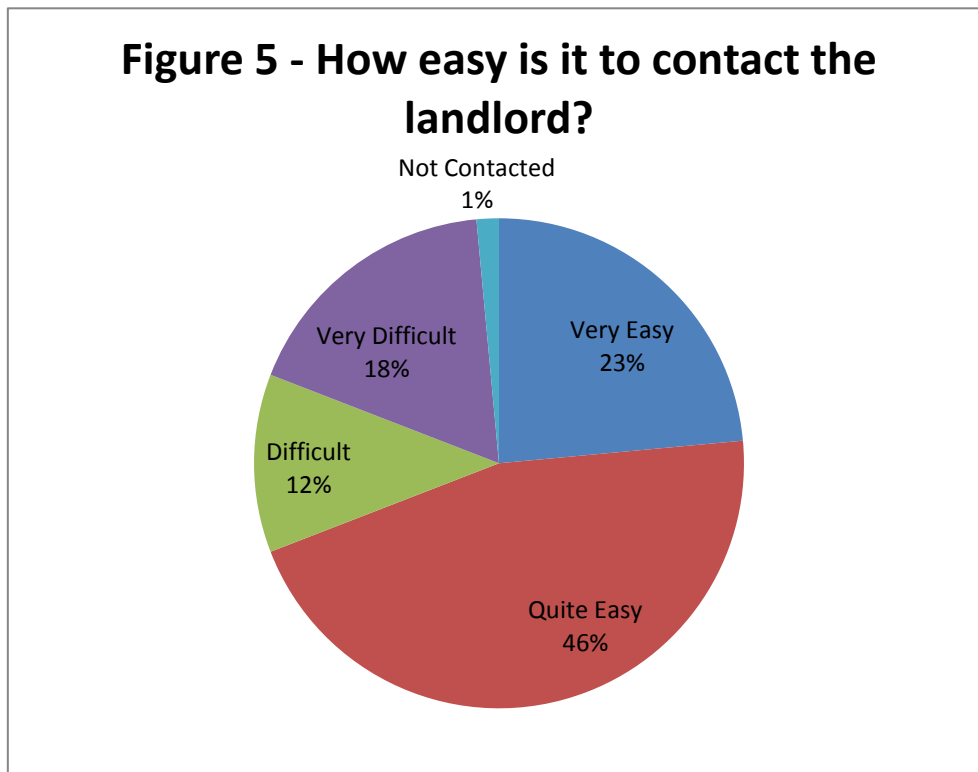
79% of the tenants surveyed advised that the accommodation they occupied met their expectations.



6. **Satisfaction with the Service**

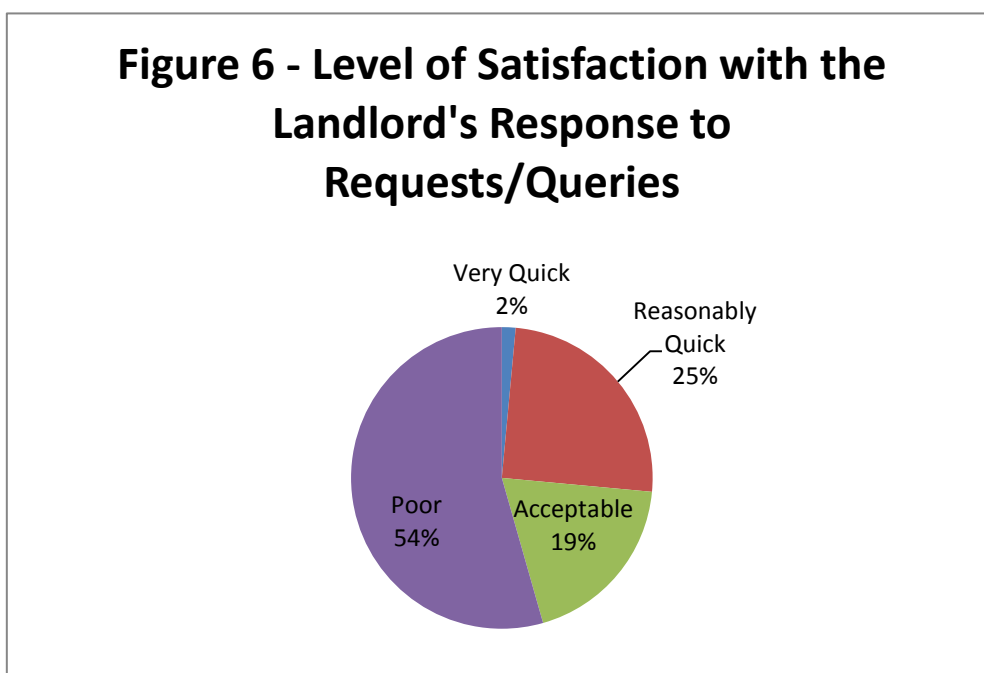
How easy is it to contact the landlord?

A majority of residents found it easy or very easy (69%) to contact their landlord



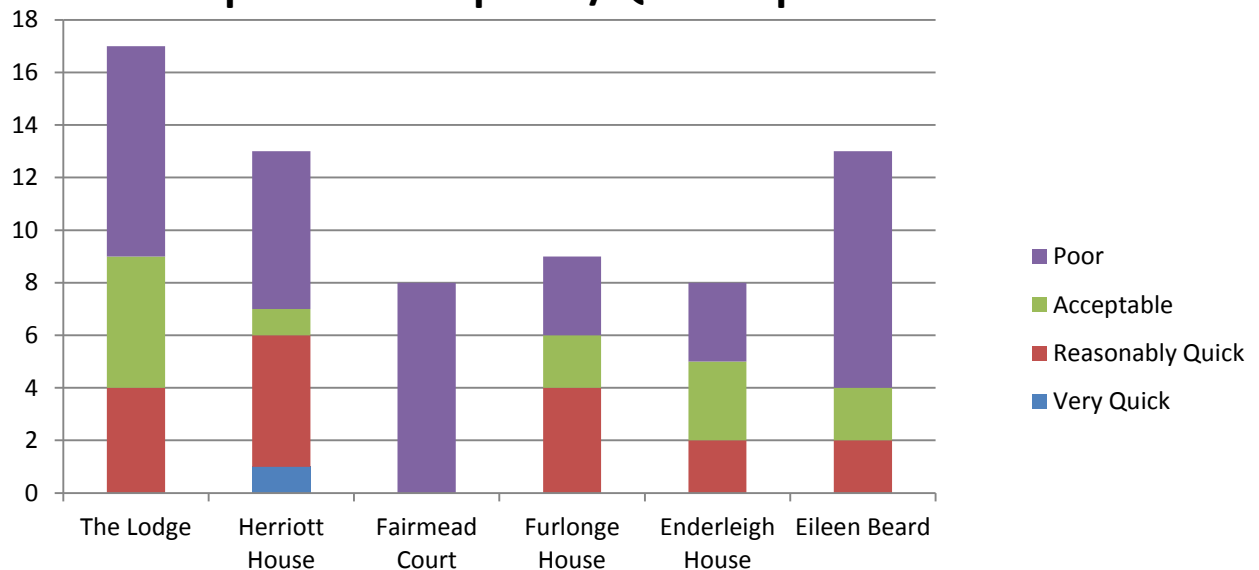
Response to Requests/Queries

A majority of the residents who completed a questionnaire considered that the response from the landlord to requests/queries relating to their accommodation was poor (54%)



The breakdown of levels of satisfaction by scheme show a number of residents surveyed at each scheme felt the landlord's response was poor, with 100% of the residents surveyed at Fairmead Court indicating 'poor' in their answers to this question.

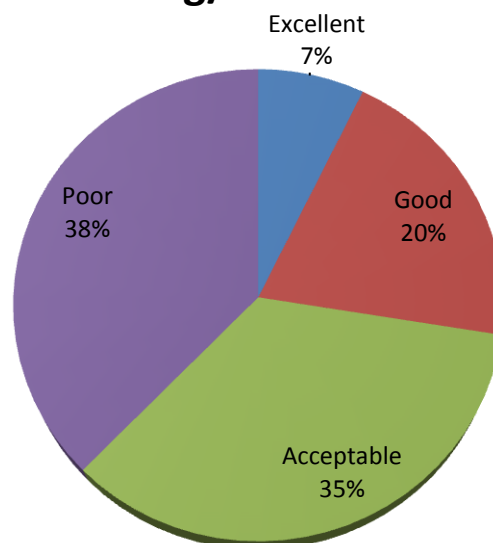
**Figure 7 - Level of Satisfaction with Landlord's Response to Requests/Queries per Scheme**



Rating of the Decor/Cleanliness of the Building/Communal Areas

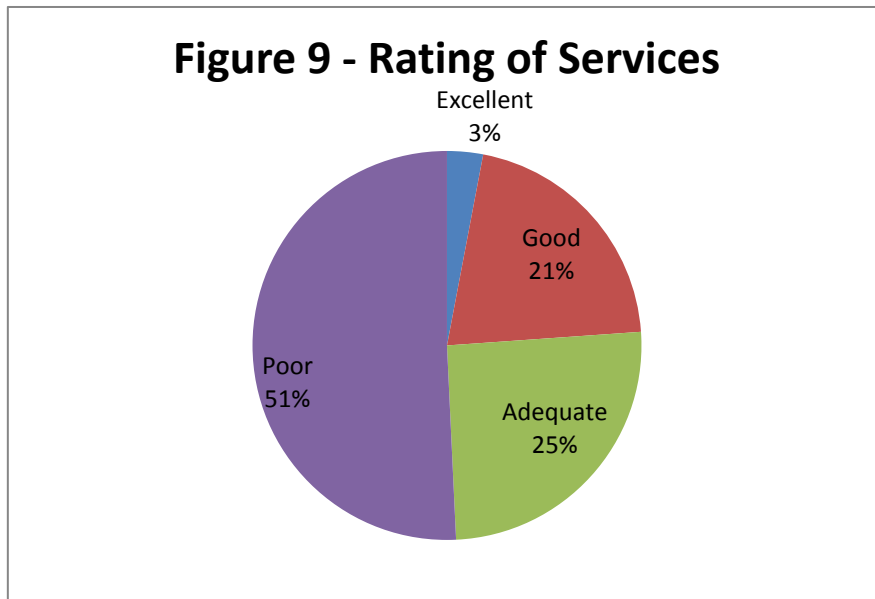
A majority of the residents who completed the survey considered that the décor/cleanliness of the building/Communal Areas of the Schemes were acceptable to excellent (62%). The most dissatisfied residents were in Furlonge House (50% of those who took part in the survey) with Enderleigh House being the most satisfied (this could be due to the fact that Enderleigh House does not have a communal area).

**Figure 8 - Rating of Decor/Cleanliness of the Building/Communal Areas**



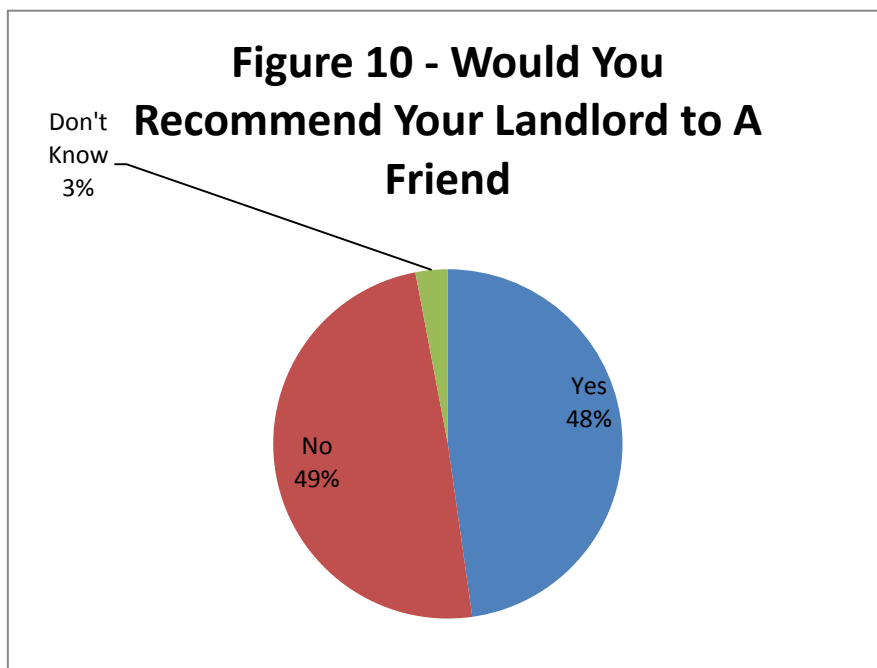
Satisfaction With the Services (Including Repairs)

51% of the respondents considered the services provided by the Partnership as poor.



Would You Recommend Your Landlord to A Friend?

The number of residents who would recommend Guinness Partnership as a landlord to a friend were almost equal to the number who would not, as indicated below.



7 Future Liaison Meetings

Guinness were happy to attend future meetings to discuss strategic policies and issues with the Council.

8 Conclusions

The residents appeared to expect a service or level of service which was not part of the tenancy agreement. Action needed to be taken to ensure that the services were fully understood by current and potential tenants.

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## Portsmouth City Council Sheltered Accommodation

### 1. Schemes included in the Survey

The following schemes were included in the survey:

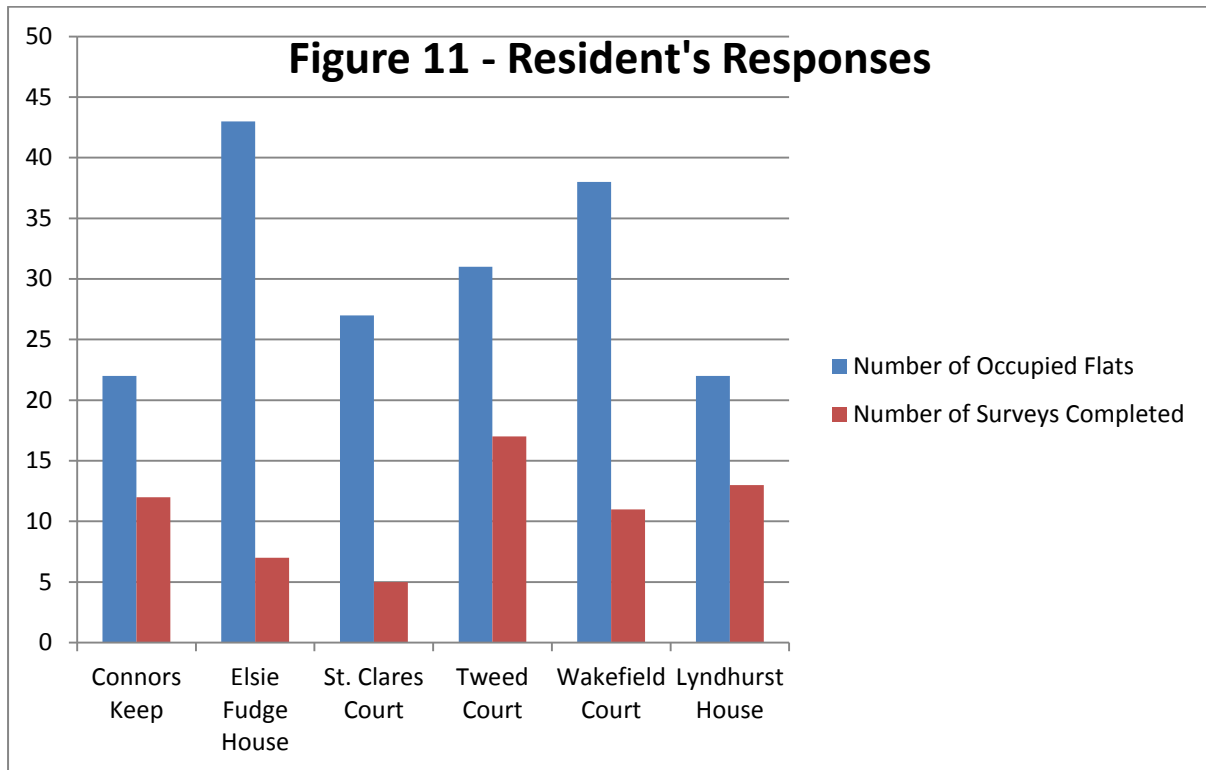
<b>Scheme Address</b>	<b>Number of Flats within scheme</b>	<b>Number of Vacant Flats within scheme</b>	<b>Number of Surveys Completed</b>	<b>% of Residents who took part</b>
Connors Keep, Robin Gardens, Waterlooville, PO8 9XJ	31	9	12	54%
Elsie Fudge House, Trojan Way, Waterlooville PO7 8AP	46	3	7	16%
St. Clares Court, St Clares Avenue, Havant PO9 4JF	31	4	5	19%
Tweed Court, Dunsbury Way, Havant PO9 5DB	31	0	17	55%
Wakefield Court, Perseus PI, Widley, Waterlooville PO7 8AR	46	8	11	29%
Lyndhurst House, 15-38 Fleet End Close, Havant PO9 5ED	23	1	13	59%
<b>Totals</b>	<b>208</b>	<b>25</b>	<b>65</b>	<b>36%</b>

## 2 Survey Results

### *Landlord Response – Portsmouth City Council*

6 questionnaires were sent out with 6 returned: 100% rate of return

### *Residents Responses*



In total, 65 responses were received: a response rate of 36%. Although the number of completed questionnaires returned may appear low, the Councillors who undertook the survey have indicated that questionnaires were completed by individuals with the support of other residents present during the survey.

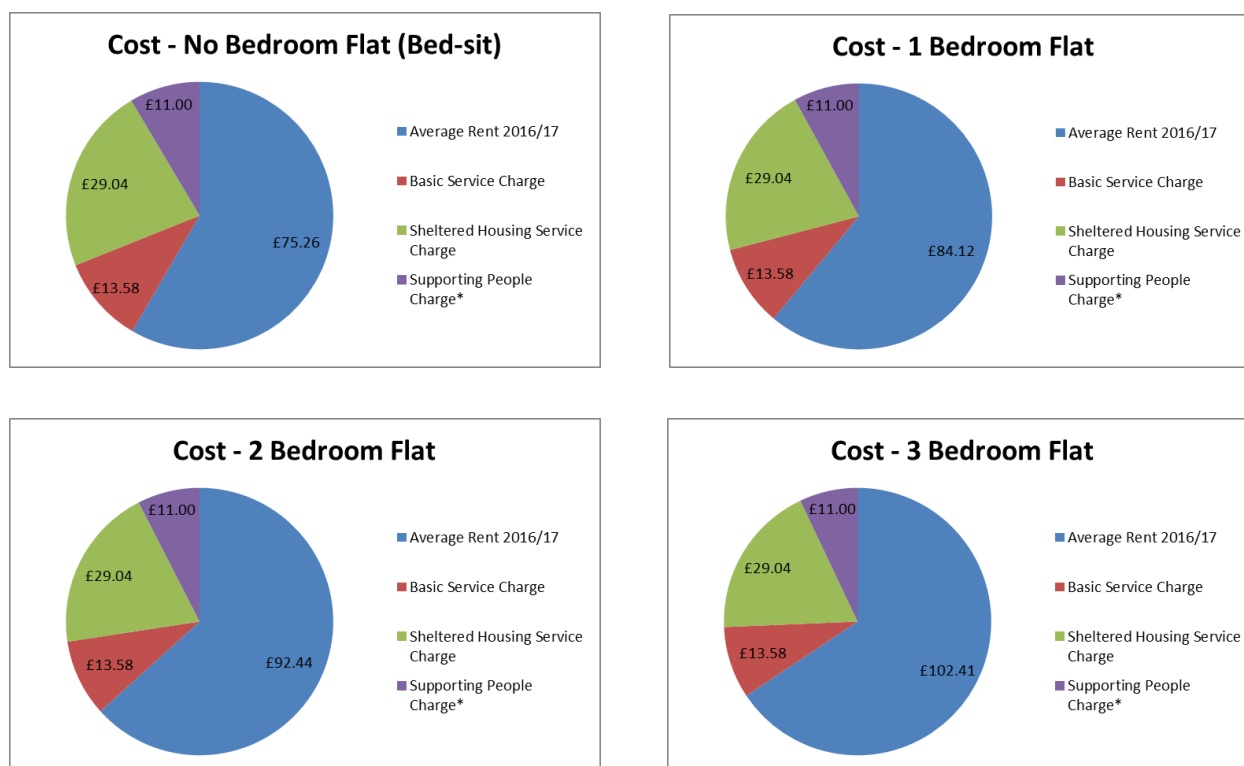
### 3 Summary of Survey Results for Questionnaires Sent to Portsmouth City Council

#### The rent and charges

Total charges for each type of accommodation is as follows:

<u>Accommodation Type</u>	<u>Total Charge</u>
No bedroom (bed-sit)	£128.88
1 bedroom	£137.74
2 bedrooms	£146.06
3 bedrooms	£156.03

### Figure 12 – Breakdown of Rent and Charges



*\* If the tenant is on housing benefits, the 'Supporting People Charge' is 100% funded by Supporting People Grant*

#### Services Provided Within the Charges (all charges weekly)

The 'Sheltered Housing Charge' is provision for the following services:

- Anti-social Behaviour Team
- Residents Participation
- Money Advice Team
- Estate Services Officers
- Outside Office Hours Service

- Electricity for Lighting
- Grounds Maintenance
- Cleaning and bulk refuse

### Response Times for Repairs

Portsmouth City Council does not specify response categories or time periods for any repairs demands within its policy. Residents are asked for a date and timed appointment that it would be convenient for them to have the repair undertaken; the repairs contractor then aims to meet the resident's preferred appointment as agreed to undertake the right repair at the right time.

If there is a delay in a repair for any reason, residents are kept up to date with the progress of the repair, either directly or via the Scheme Manager.

Customer satisfaction is sought from the resident at the point that the repair is completed; therefore residents are given an opportunity to feedback on their experience.

### Emergency Repairs

There is no emergency classification for any repairs. The resident determines the timescales and when they would like the repair undertaken. If they consider the repair needs to be undertaken quickly, the repairs contractor will endeavour to have resources available to undertake the work within the timescales agreed to ensure the right repair is undertaken at the right time.

Within a sheltered scheme, it is recognised that repairs to door entry systems and lifts do need to be expedited promptly due to the vulnerability of residents. In addition, with regard to the pull cord / pendant alarm system, there is a dedicated service provider who undertakes necessary repairs according to the needs of the resident.

### Redecoration of Communal Area

Planned maintenance, including redecoration of communal areas is a demand led service; there are no predetermined planned cycles for decorations. The Property Service Manager will regularly assess the condition of all assets including external and communal areas; they will also discuss demands with Scheme Managers as appropriate.

The Property Service Manager will prioritise all planned maintenance demands identified and planned maintenance schemes will be undertaken to maintain and improve our properties as appropriate depending on resources that are available.

Major refurbishment projects were recently completed at Tweed Court, Connors Keep and St. Clares Court, with each project lasting one year. There are currently no plans for refurbishment at Elsie Fudge House or Wakefield Court.

## Grass Cutting

Grounds maintenance (i.e. grass cutting and hedge reduction) is not carried out to a schedule or specification. It is carried out as often as it needs to be done to keep the local area clean and tidy. This recognises that grass does not grow to a schedule and the seasons are unpredictable.

Since September 2014, sheltered blocks have been tended to an average of 18 times. Frequencies in the summer are naturally greater due to grass cutting while winter work focuses on reduction and ground work. Sheltered scheme staff, cleaners, gardeners and any estate based staff are able to request the service if they believe it is needed. Otherwise the Green & Clean management team will allocate tasks as and when they believe the sites need attending based on previous knowledge and prevailing factors such as weather, season and when the site was last visited.

There have been issues within the past year at Wakefield Court. The Green and Clean Manager advised that several requests to cut hedges were received during the nesting season. This was not possible and this was explained to the residents.

The Green and Clean Manager also received requests to take over the maintenance of the resident's communal garden (previously looked after by residents themselves), and there was a delay in carrying out some of the works due to staff capacity. The Green and Clean Team will not maintain flower beds in communal gardens but will replace with grass or shrubs.

There have also been requests to carry out work in residents' own gardens and this work is carried out according to the capacity of the Green and Clean Team and not at the point that the request is received.

## Window Cleaning

As for grass cutting there is no fixed schedule for window cleaning. Low level windows and other glazing to doors and panels are cleaned by the cleaner attending. They will make a decision about what does and doesn't need to be done. This is likely to mean on most occasions glazed areas such as main entrance doors and panels which can be reached without the need for steps/ladders.

High-level communal glazing will be carried out by a specialist in-house team called upon by staff. The frequency of specialist window cleaning at any of our sheltered blocks in Leigh Park / Wecock Farm / Crookhorn since September 2014 ranges from once to four times.

## Scheme meetings

In general, scheme meetings - i.e. meetings with residents – are held in accordance with resident demand and if there is a specific purpose for a meeting.

It has been found over time that, for example, monthly resident meetings have little value as residents do talk to scheme staff on a very regular basis and so issues raised are dealt with at the time – i.e. as opposed to them being saved up for a meeting. Scheme managers and their Support Assistants are available at all times during the working week to help and advise residents.

### Complaints Procedure

PCC have a complaints procedure which has an escalation process within it. To investigate any complaint, PCC liaise with the complainant before following up from there.

### Staff Interaction with Residents

The survey indicated that some residents feel that staff have been told not to interact with them. PCC have confirmed that there has been no such instruction to staff.

There is no policy on staff interaction, but staff have day-to-day interaction with residents to achieve the purpose of the sheltered housing service of providing support when needed. Interactions arise as a result of staff working to this purpose and each resident is asked individually the level of contact that they want with staff to ensure their welfare.

### On/Off-Site Activities for Residents

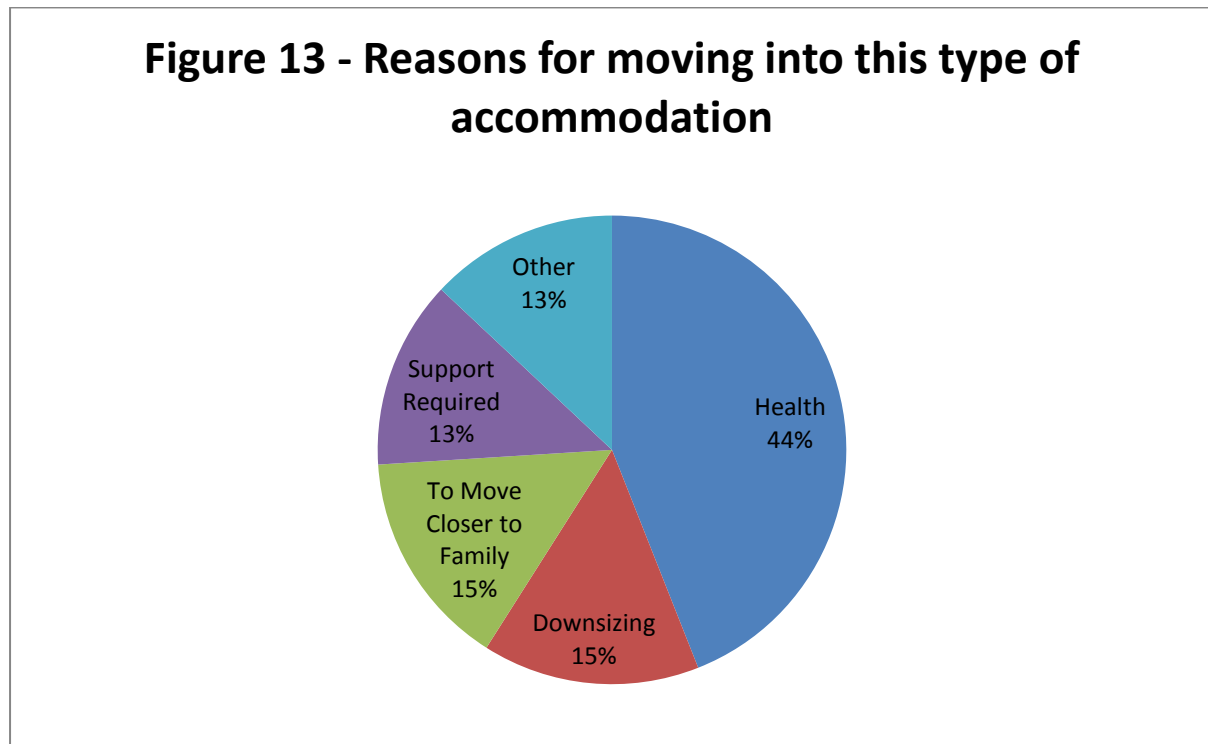
Residents stated that they wanted staff to attend parties and events again. These are often held at weekends and in the evenings - i.e. outside of staff time. The role of scheme staff is to provide support when needed in order to help each individual resident maintain their independence. Their role is not to attend social events, especially when this does not seem to relate to a question of support being needed and is more related to staff socialising with residents. However, staff do help residents with events within the working day and to try and ensure that those, for example, with mobility problems, are able to attend these. Also, on occasions staff accompany residents on outings if some residents require support to enable them to enjoy these activities.

### Safeguarding

Appropriate safeguarding training – both e-Learning and by interactive training – is given. Staff are also trained on what are appropriate professional boundaries with residents, along with other training in relation to the role.

#### 4 Reasons for Moving Into Sheltered Housing Accommodation

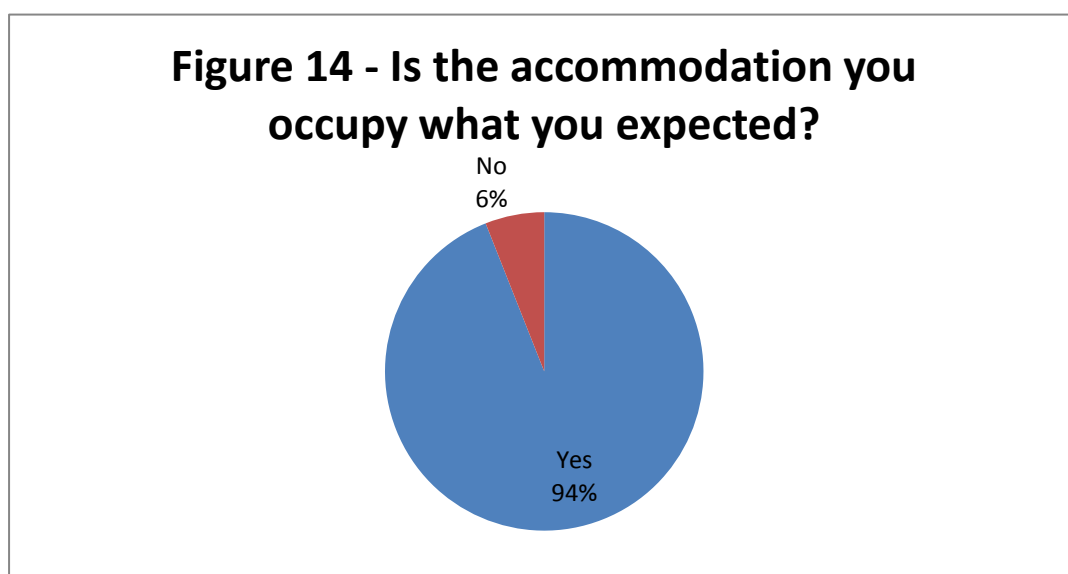
A majority of residents surveyed moved to Sheltered Housing for health reasons (44%)



#### 5 Tenants' Expectations

##### Did the Accommodation Meet the Expectations of the tenants Surveyed?

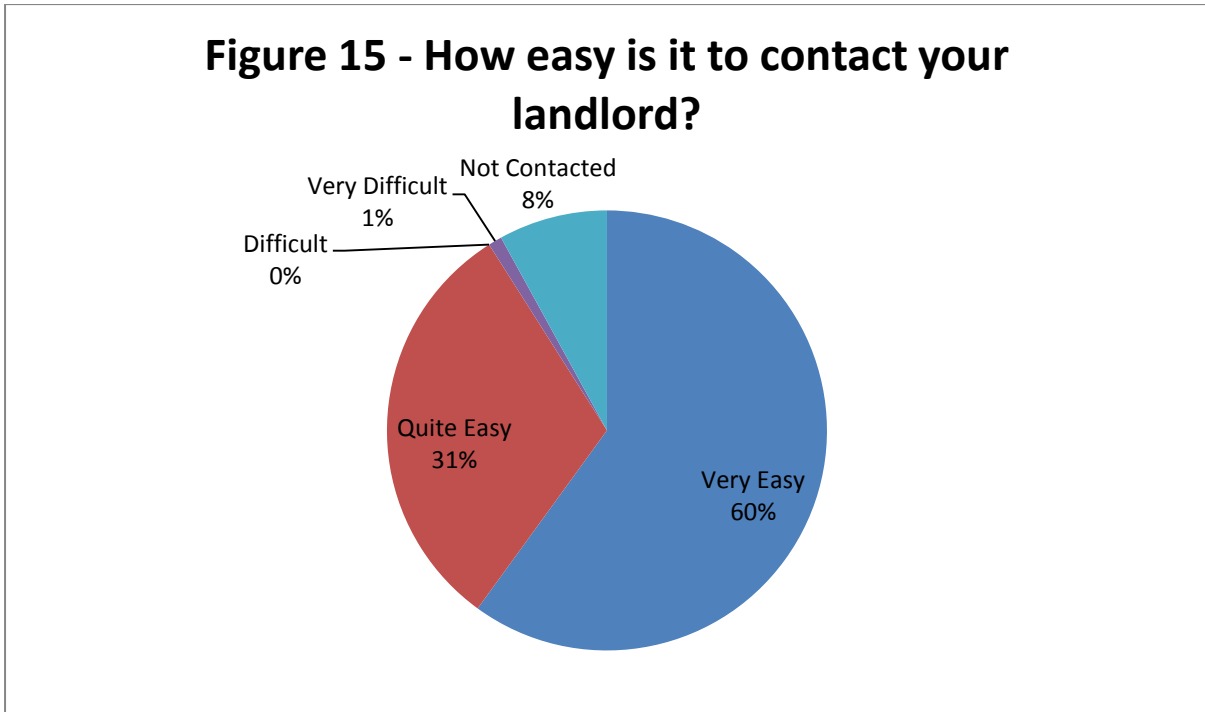
94% of the tenants surveyed advised that that the accommodation they occupied met their expectations.



6. **Satisfaction With The Service**

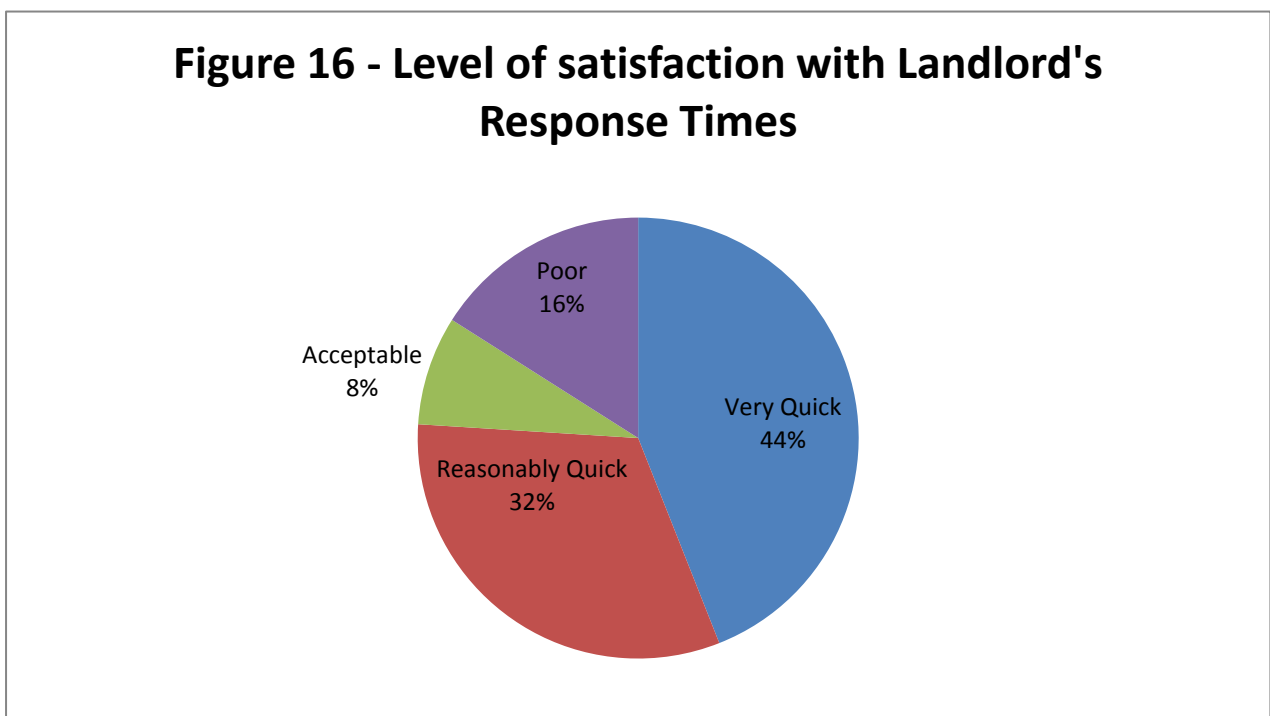
How easy is it to contact your landlord?

A vast majority of residents found it easy or very easy (91%) to contact their landlord.



Response to Requests/Queries

A majority of the residents who completed a questionnaire considered that the response time from the landlord to requests/queries relating to their accommodation was reasonably quick or very quick (76%)

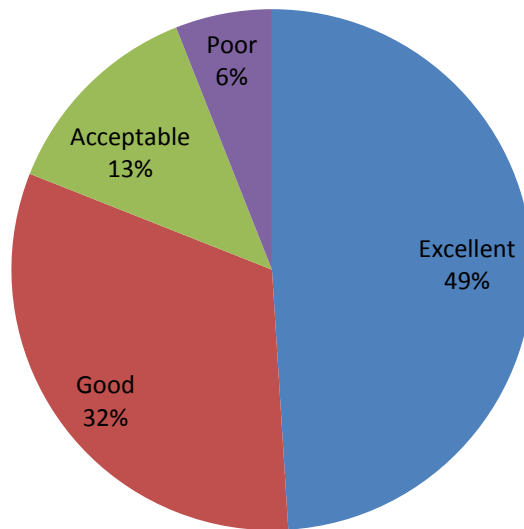




Rating of the Decor/Cleanliness of the Building/Communal Areas

A majority of the residents who completed the survey considered that the décor/cleanliness of the building/Communal Areas of the Schemes were good or excellent (71%). This could be explained in part by the recent refurbishment works at Tweed Court, Connors Keep and St. Clares Court.

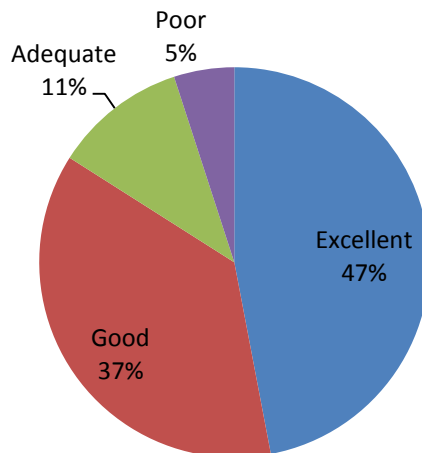
**Figure 17 - Rating of Decor / Cleanliness of the Building / Communal Areas**



Satisfaction With the Services (Including Repairs)

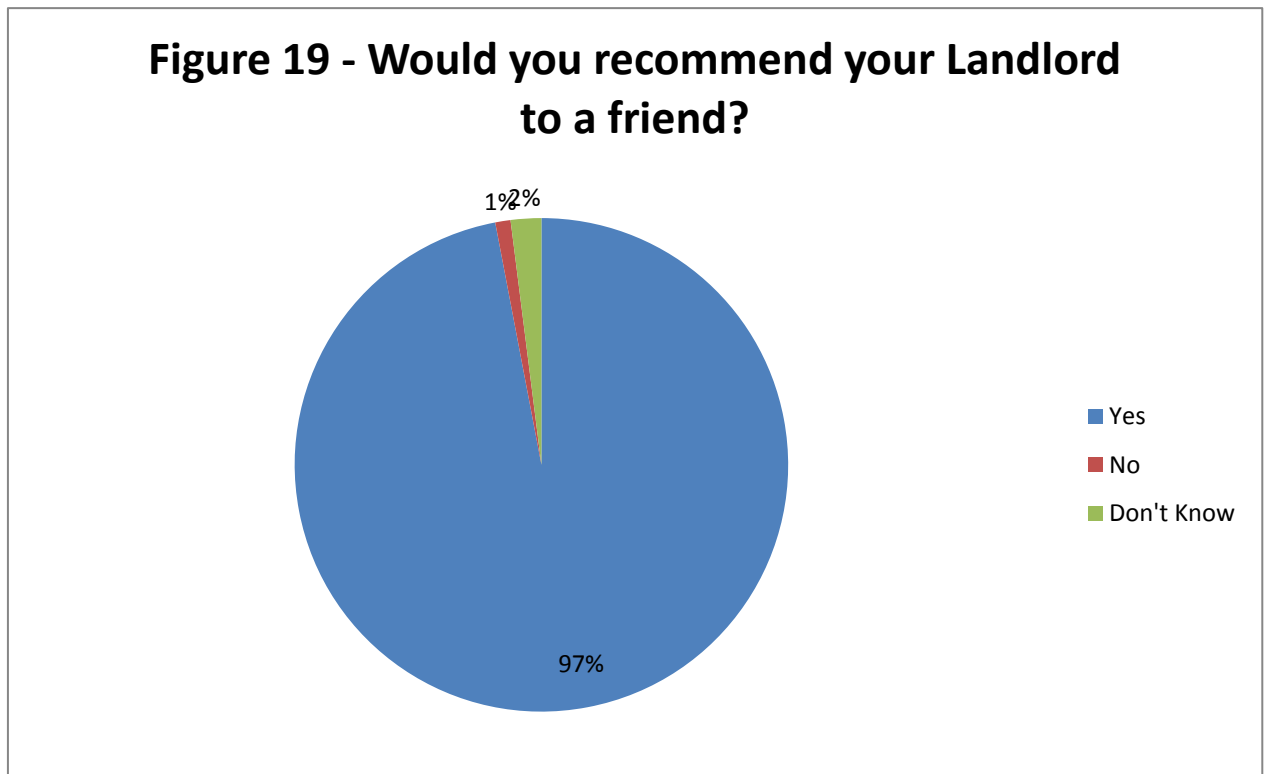
84% of the respondents considered the services provided by PCC as good or excellent.

**Figure 18 - Rating of Services (inc. repairs) provided by the Landlord**



Would You Recommend Your Landlord to A Friend?

97% of the residents surveyed would recommend PCC as a landlord to a friend.



7 Future Liaison Meetings

PCC are happy to attend meetings with a defined purpose / agenda and on the basis of dialogue.

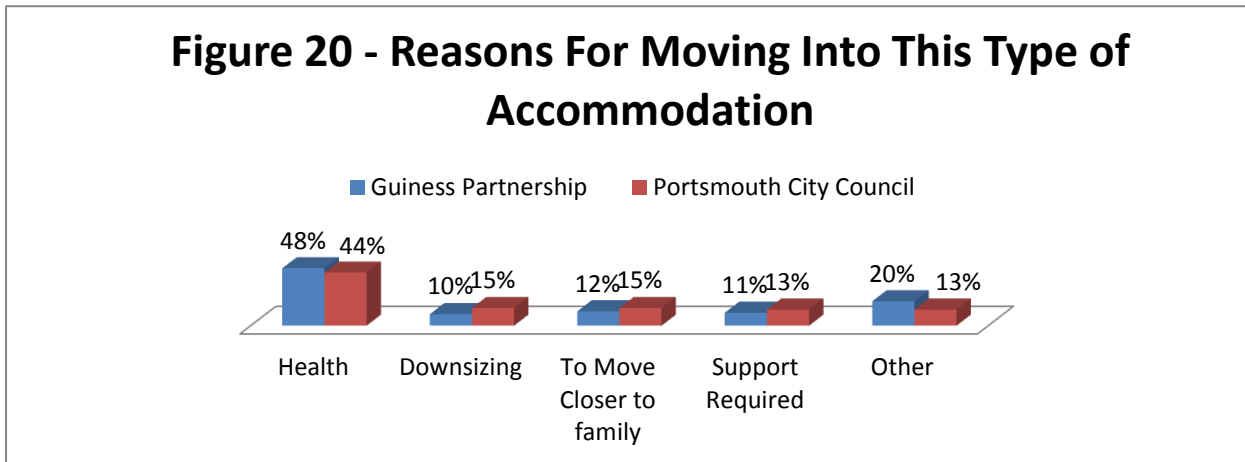
8 Conclusion

The survey results suggest the majority of residents are happy with the level of service provided by PCC as a landlord of sheltered housing accommodation.

# Comparison Between Portsmouth City Council and Guinness Partnerships' Sheltered Housing Schemes

## 1. Reasons for Moving Into Sheltered Housing

There is little difference between why the residents, who took part in the survey, moved into sheltered housing accommodation. It is a little disconcerting to discover that a number of residents, who completed the survey, moved into this type of accommodation for support, which is not supplied by the landlords.

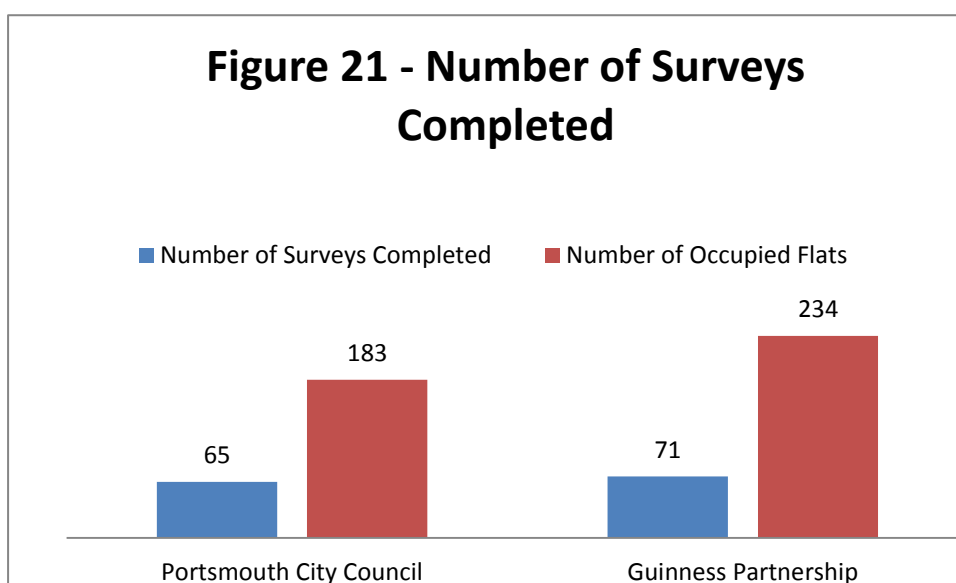


## 2. Survey Responses

### *Response from the Landlords*

12 questionnaires were sent out with 6 returned by Guinness Partnership (1 for each scheme) and 1 covering all their schemes was returned by Portsmouth City Council

### *Residents Responses*



Although more returns were submitted from the Guinness residents, a higher proportion of the Portsmouth City Council residents responded to the survey (36% compared to 30%).

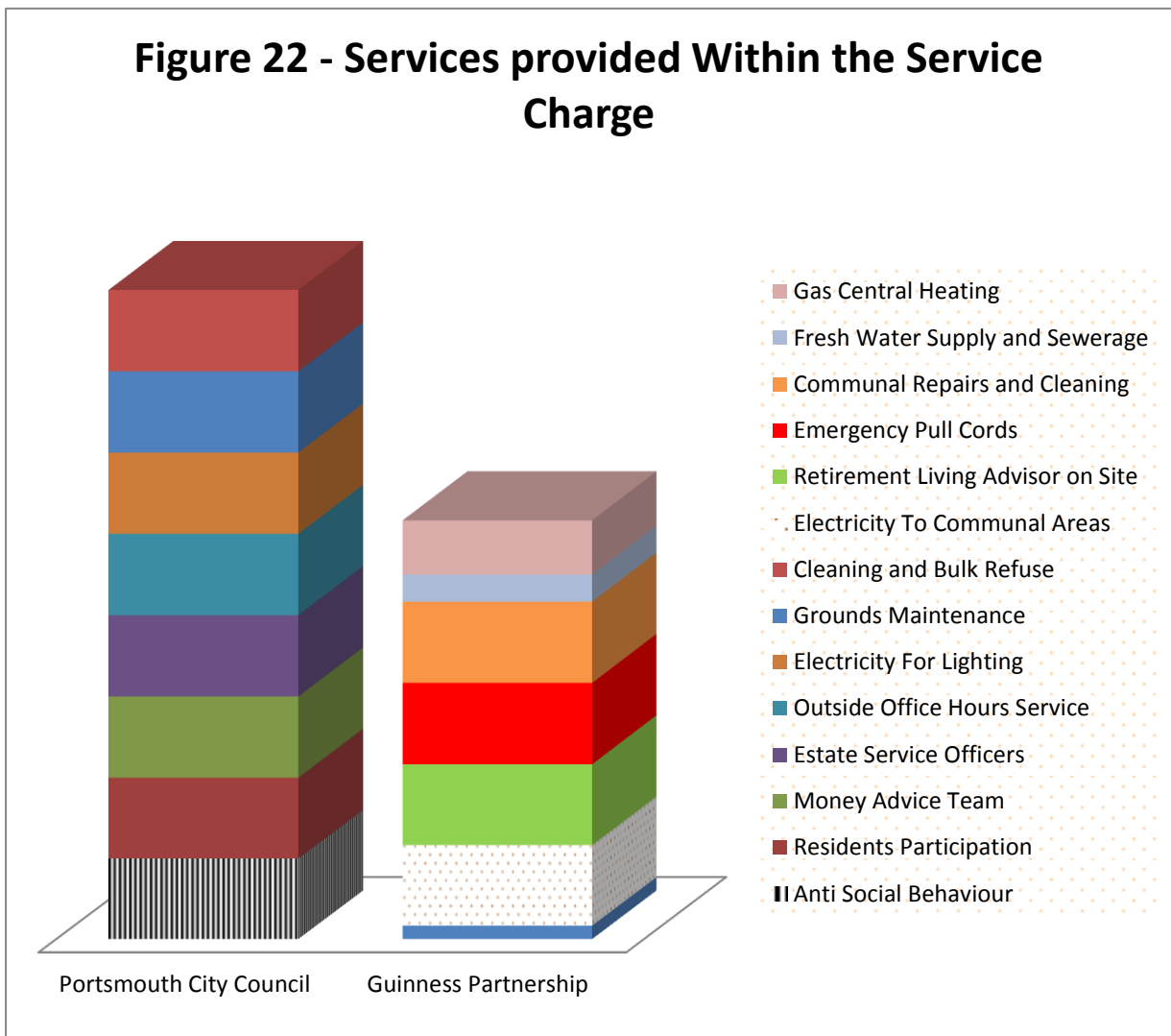
3 Services provided by the landlords

The rent and charges

Portsmouth City Council had a standard set of rents and charges applied across all its schemes in the Borough as set out on page 49. Guinness Partnership’s rents and charges varied from scheme to scheme as detailed on page 35. As shown below, the average PCC charges residents more per week than the average Guinness resident.

	<i>Portsmouth City Council Weekly Charge</i>	<i>Guinness Partnership Weekly Charge</i>
Range of costs (depending on)	£128.88 - £156.03 (dependant on accommodation type)	£102.47 - £139.43 (dependant on scheme and size of accommodation)
<b>Average Cost</b>	<b>£142.17</b>	<b>£119.71</b>

Services Provided Within the Charges



Portsmouth City Council provide more services for residents but also have higher charges than residents at Guinness Partnership accommodation. On average, Guinness charge residents £119.71 per week, while the cheapest PCC accommodation surveyed is £128.88 and the average is £142.17.

### Response Times for Repairs

Portsmouth City Council does not specify response times, response categories or time periods for any repair demands within its policy. Residents are asked for a date that is convenient for them to complete the repair.

The Guinness Partnership also have a system whereby the tenant can agree a preferred appointment with the contractor. However the Partnership also specifies the following category and response times

- Emergency Repairs – Response within 24 hours (this required the tenant to be available for 24 hours)
- Routine Repairs – Within 28 days

Portsmouth City Council gave all tenants an opportunity to comment on the standard of the repair. Guinness however only conduct a 10% spot check of the repairs undertaken (all major refurbishment works checked and a random selection of residents are contacted for their feedback).

### Redecoration of Communal Area

Neither landlord has a predetermined planned cycle for redecoration of communal areas. Guinness reviewed their communal and external areas 5 to 7 years, whilst Portsmouth City Council responded to demand or at the request of the Property Services Manager, who regularly checked the condition of all assets.

Portsmouth City Council had recently completed major refurbishment at three of the schemes surveyed: Connor's Keep, Tweed Court and St Clares Court.

### Grass Cutting

Guinness Partnership undertook to carry grounds maintenance every 2 weeks by an in-house team, and incorporated grass cutting, hedge trimming and flower bed work. Portsmouth did not work to a schedule but undertook works to ensure that the area always looked clean and tidy. Since September 2014, the grass sites at their sheltered housing blocks had been tended to 18 times.

### Window Cleaning

Windows are cleaned every 3 months by a contractor and the contractor is required to get a signature to certify that the work has been done. Portsmouth City Council did not have a schedule for window cleaning and work is carried out when specified by staff. Low levels windows, doors and panel are cleaned by a cleaners attending. Since September 2014 schemes surveyed and others in Leigh Park, Wecock and Crookhorn have been cleaned by specialist window cleaning from once to four times.

### Scheme meetings

Guinness Partnership hold scheme meetings approximately every six weeks. Portsmouth City Council did not schedule meetings with residents but held them in accordance with resident demand or if there was a specific purpose for holding a meeting.

Portsmouth City Council's Scheme Managers and support assistants are available during the working week to help and advise residents. Guinness Partnership's Retirement Living Advisor was available for a limited number of hours per week at each scheme.

### Complaints Procedure

Both Landlords had systems in place to deal with complaints.

### Support Services from Staff

Sheltered housing is designed to allow tenants to allow them to live independently. Residents have emergency cords for urgent situations, which connect to a central contact centre.

### On/Off-Site Activities for Residents

Guinness Partnership had discontinued on/off site activities due to funding constraints. Residents themselves can take a proactive role in organising/signposting activities and that this was the case in some schemes.

At the Portsmouth City Council schemes, the staff would support residents if needed on site events but did not organise them.

### Safeguarding

All staff who come into contact with residents at Guinness schemes (including contractors) undertook safeguarding training.

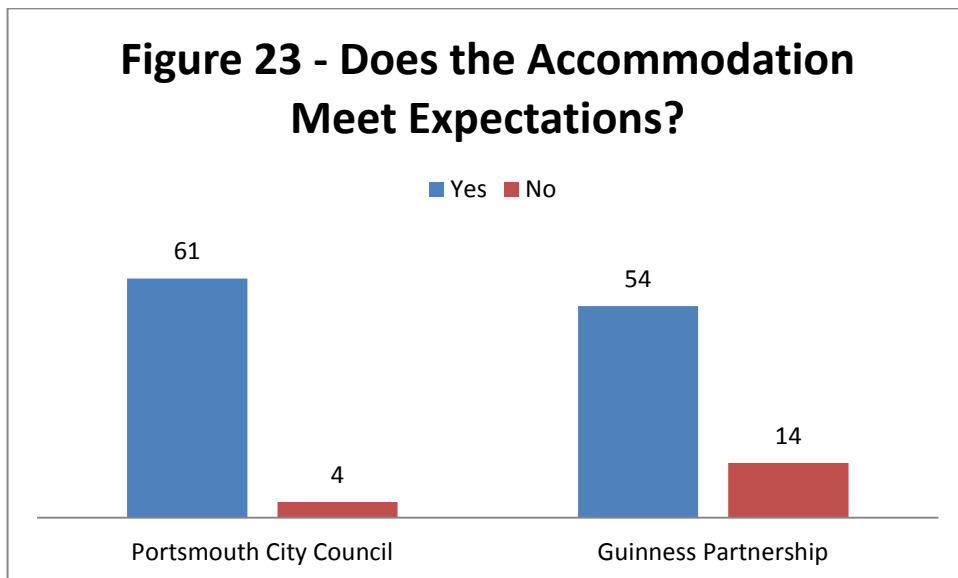
### Arrangements with Local Hospitals / GPs

There were no arrangements with local hospitals or GPs as this was not covered as part of the tenancy agreement for independent accommodation.

## 5 Tenants' Expectations

### Did the Accommodation Meet the Expectations of the tenants Surveyed?

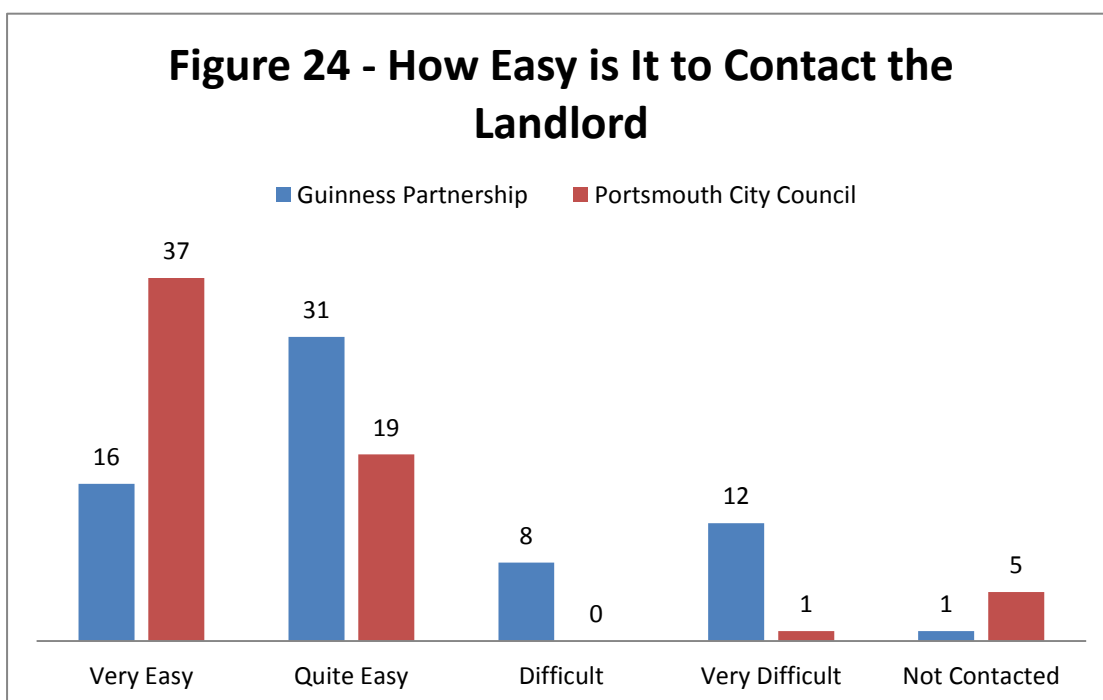
The results indicate that while residents at both providers found their accommodation generally met their expectations, there were more residents surveyed who felt it did not meet expectations at Guinness Partnership schemes than at PCC schemes.



## 6. Satisfaction With The Service

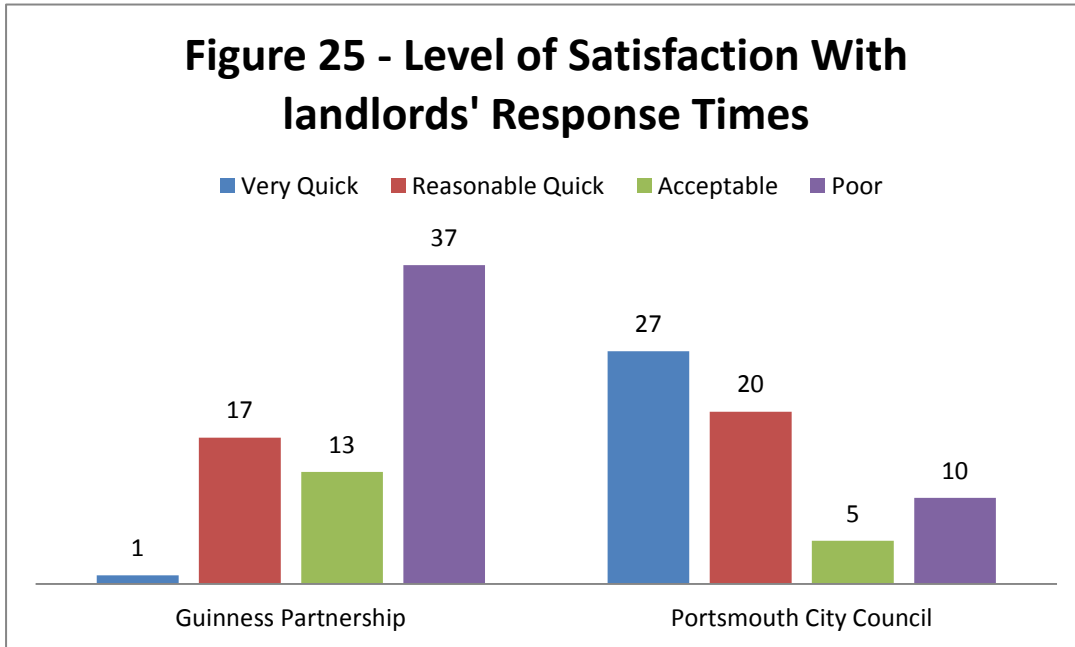
### How easy is it to contact your landlord?

Although a majority of the residents across both providers that completed the survey have indicated that it is quite easy or very easy to contact their landlord, the residents in the Portsmouth Schemes appear to be more satisfied.



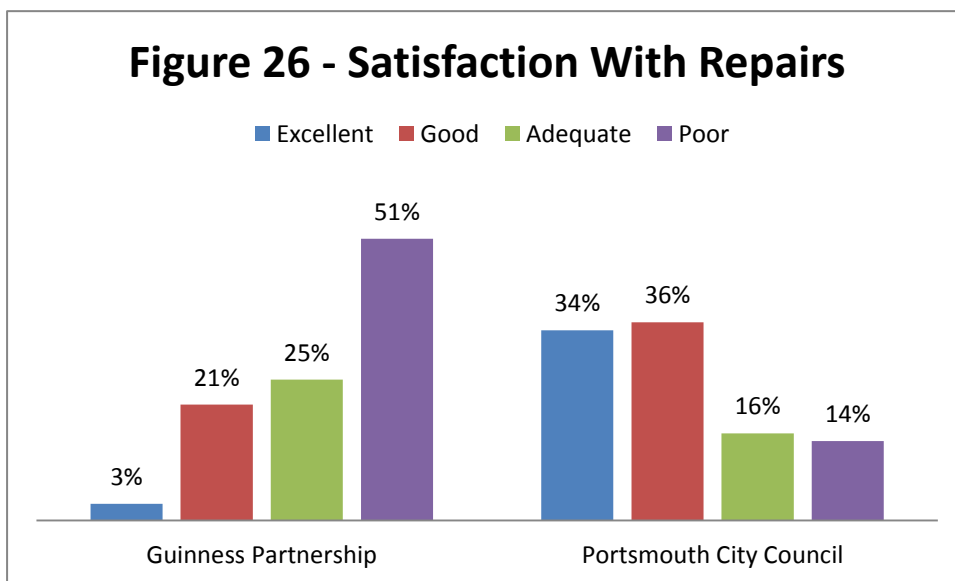
Response to Requests/Queries

The residents in Portsmouth City Council schemes, who completed the survey, are more satisfied with the response times to their queries/complaints than the residents of the Guinness schemes.



Satisfaction With the Services (Including Repairs)

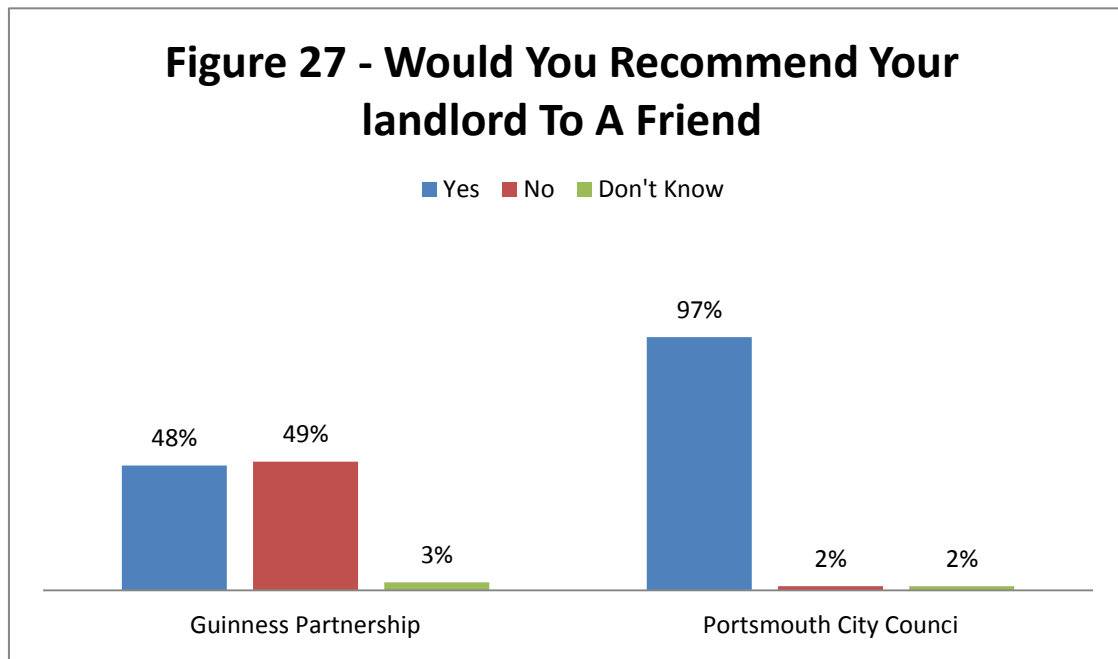
The Portsmouth City Council tenants, who took part in the survey, are more satisfied with the repairs that the Partnership's residents, who took part in the survey





### Would You Recommend Your Landlord to A Friend?

The residents at Portsmouth City Council schemes, who took part in the survey, are more prepared to recommend their provider as a landlord than the Partnership's residents, who were almost equally split on whether or not they would recommend Guinness as a landlord.



### 7 Future Liaison Meetings

Both Guinness Partnership and Portsmouth City Council were happy to attend future meetings to discuss strategic policies and issues with the Council.

### 8 Conclusions

The results suggest that overall, the Portsmouth City Council residents surveyed were happier in their accommodation than the Guinness Partnership residents. This could be explained in part due to recent refurbishment works at three of the Portsmouth City Council schemes visited, while Portsmouth also provided more services within their charges than Guinness.

Residents in Guinness Partnership schemes appeared to expect a service or level of service which was not part of the tenancy agreement. Action needed to be taken to ensure that the services were fully understood by current and potential tenants.

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# Appendices

(Review of Independent Sheltered Housing in the  
Borough)

Communities and Housing Scrutiny and Policy Development  
Panel

2016

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## Appendices

	Page	
<b>A</b>	<b>Scrutiny Project Plan</b>	<b>69 - 78</b>
<b>B</b>	<b>Landlords Questionnaire</b>	<b>79 - 80</b>
<b>C</b>	<b>Residents' Questionnaire</b>	<b>81 - 82</b>
<b>D</b>	<b>Supplementary Questions for the Landlords</b>	<b>83 - 86</b>
<b>E</b>	<b>Portsmouth City Council - Responses to Supplementary Questions Raised by the Panel</b>	<b>87 - 92</b>
<b>F</b>	<b>Guinness Partnership - Responses to Supplementary Questions Raised by the Panel</b>	<b>93 - 98</b>
<b>G</b>	<b>Portsmouth City Council - Sheltered Housing Guidance</b>	<b>99 - 106</b>
<b>H</b>	<b>Guinness Partnership - Welcome to Your Home</b>	<b>107 - 174</b>
<b>I</b>	<b>Guinness Partnership - Tenancy Agreement</b>	<b>175 - 188</b>
<b>J</b>	<b>Guinness Partnership - Empty Home Repair Standard</b>	<b>189 - 196</b>
<b>K</b>	<b>Notes of Panel Meetings</b>	<b>197 - 222</b>

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# SCRUTINY PROJECT PLAN

## *Review of Independent Supported Sheltered Housing*

### **SECTION ONE – Project Definition Form**

<b><i>Project Title</i></b>	<b><i>Review of Independent Supported Sheltered Housing</i></b>
<b><i>Link with the Corporate Strategy and Business Plans</i></b>	The project links with the key aim in the Corporate Strategy to work with partners to help ensure health and well being of our residents
<b><i>Project Objectives</i></b>	To investigate the standard of accommodation for residents in supported sheltered accommodation
<b><i>Benefits to the Council and Its Residents</i></b>	A survey of the current standard of accommodation and support provided at a sample of sheltered housing accommodation sites in the Borough can be used in future discussions with housing providers, with the aim of achieving the best possible standard of accommodation for residents
<b><i>Evidence to Support the Project</i></b>	Resident testimonies and complaints Survey/Questionnaires to be completed by residents and housing providers Interviews with the Housing Scheme Representatives on the results of the survey
<b><i>Project Deliverable</i></b>	A report with recommendations to be submitted to the Scrutiny Board and Cabinet A survey on the standard of accommodation and support for residents in supported sheltered accommodation Discussion with the Housing Scheme providers on the standard of maintenance in sheltered housing accommodation

## SCRUTINY PROJECT PLAN

### ***The Project Will Include***

Review on how Sheltered Accommodation Schemes are managed

Site Visits of a sample of sheltered housing accommodation schemes in the Borough

A Survey of a sample of residents and scheme supervisors

Discussions with the Representatives of the Scheme visited on the results of the site visits and survey

### ***The Project Will Not Include***

Other forms of social housing

Individual cases

The scrutiny of residents/schemes outside of the Borough (but may include visit to scheme outside of the Borough to allow for comparison)

Page 70

<b><i>Success Criteria</i></b>	TARGET	OUTCOME
Project completed within the agreed timescale	6 months	10 months*
Number of Recommendations agreed by the Cabinet	70%	n/a
Number of Recommendations implemented by the Sheltered Housing Scheme providers	100%	n/a
Number of People Involved in the review	6 members	10 members
Percentage of members of the Panel who attended and took part in the review	70%	100%**
Number of meetings held	4	11
If the Review is followed up	Yes	n/a

\* Target missed due to changing membership of the Panel

\*\* Member attendance to meetings improved following change of membership from 58% to 73%

<b><i>Key Officer(s)</i></b>	Tracey Wood – Head of Housing
<b><i>Cabinet Lead</i></b>	Councillor Turner (previously Councillor Weeks)



# SCRUTINY PROJECT PLAN

## SECTION TWO – PROJECT PLANNING

<b>Scrutiny Panel</b>	<b>Communities Scrutiny and Policy Development Panel</b>
<b>Scrutiny Lead</b>	Councillor Patrick
<b>Panel Members</b>	Councillors D Smith, Patrick, Keast, Hart, Thomas and Perry
<b>Other Councillors Who Assisted the Review</b>	Councillors Davis, Hughes, Lenaghan, and Mackey

### Contributors to the Review

<b>Who?</b>	<b>Contribution</b>	<b>When?</b>
<b>Tracey Wood – Head of Housing</b>	Provided independent advice and suggestions for the way to tackle any issues raised in the survey	Throughout the whole review
<b>Sharon Oakley, Trainee Housing Officer, Havant Borough Council</b>	Collated and analysed the completed survey questionnaires and produced the “Survey Results” pack for the Panel	July - August 2016
<b>Residents of the Schemes sampled</b>	Residents of the sampled schemes who contributed to the survey undertaken by the Panel	May – July2016
<b>Guinness Partnership</b>	Actively took part in the review including arranging site visits to a	Throughout the whole review

## SCRUTINY PROJECT PLAN

	sample of their Sheltered Housing Schemes in the Borough to enable the panel to undertake a residents survey	
<b>Portsmouth City Council</b>	Actively took part in the review including arranging site visits to a sample of their Sheltered Housing Schemes in the Borough to enable the panel to undertake a residents survey	Throughout the whole review
<b>Clare Easton, Operations Manager, Guinness Partnership</b>	Assisted the Council in arranging site visits, submitted supporting information, and with Tracey Martin, Housing manager attended an interview with the Panel to discuss the results of the Survey	Throughout the whole review
<b>Tracey Martin, Housing Manager, Guinness Partnership</b>	Assisted the Council in arranging site visits, submitted supporting information, and with Clare Easton, Operations Manager attended an interview with the Panel to discuss the results of the Survey	Throughout the whole review
<b>Lucy Harper and , Alison Sanders, Housing Managers, Guinness Partnership</b>	Assisted the Council in arranging and notifying residents of the survey site visits	May - July 2016
<b>Chris Wignall, Assistant Sheltered Housing Manager</b>	Assisted the Council in arranging site visits, submitted supporting information	Throughout the whole review

## SCRUTINY PROJECT PLAN

<b><i>Alison Croucher, Sheltered Housing Manager</i></b>	Assisted the Council in arranging site visits, submitted supporting information	Throughout the whole review		
<b><i>Support Staff at the Sheltered Housing Schemes Which Took Part in the Survey</i></b>	Assisted the Councillors who undertake the survey	May – July 2016		
<b>Site Visits</b>				
<b><i>Where?</i></b>	<b><i>Why?</i></b>	<b><i>When?</i></b>	<b><i>Who?</i></b>	<b><i>Status</i></b>
<b><i>Connors Keep, Wecock Farm (PCC Housing Scheme)</i></b>	To complete a survey of residents into the current standard of accommodation	13 July 2016	Cllrs Patrick and D Smith	Completed
<b><i>Elsie Fudge House, Crookhorn (PCC Housing Scheme)</i></b>	To complete a survey of residents into the current standard of accommodation	1 June 2016	Cllrs Patrick & Hughes	Completed
<b><i>St. Clare's Court, Leigh Park (PCC Housing Scheme)</i></b>	To complete a survey of residents into the current standard of accommodation	28 July 2016	Cllrs Perry and Davis	Completed
<b><i>Tweed Court, Leigh Park (PCC Housing Scheme)</i></b>	To complete a survey of residents into the current standard of accommodation	28 July 2016	Cllrs Keast and Patrick	Completed
<b><i>Wakefield Court, Waterlooville (PCC Housing Scheme)</i></b>	To complete a survey of residents into the current standard of accommodation	5 July 2016	Cllrs Patrick and Hughes	Completed
<b><i>Lyndhurst House, Leigh Park</i></b>	To complete a survey of residents into	1 August 2016	Cllrs Keast	Completed

## SCRUTINY PROJECT PLAN

<i>(PCC Housing Scheme)</i>	the current standard of accommodation		and Patrick	
<b>Herriott House, Cowplain</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	25 July 2016	Cllrs D Smith and Mackey	Completed
<b>Fairmead Court, Hayling Island</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	30 June 2016	Cllr Lenaghan	Completed
<b>Emsworth House, Emsworth</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	25 July 2016	Cllrs Mackey and D Smith	Completed
<b>The Lodge, Waterlooville</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	3 June 2016	Cllrs Patrick & Hughes	Completed
<b>Enderleigh House, Havant</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	11 July 2016	Cllr Patrick	Completed
<b>Eileen Beard House</b> <i>(Guinness Partnership Housing Association Schemes)</i>	To complete a survey of residents into the current standard of accommodation	4 August 2016	Cllrs Perry and Patrick	Completed

### Evidence Submitted

<b>Evidence Submitted</b>			
<b>Questionnaires</b>			
	<b>Landlord's</b>	<b>Residents</b>	<b>Status</b>
<b>Connors Keep, Wecock Farm</b> <i>(PCC Housing Scheme)</i>	Yes	Yes	Completed
<b>Elsie Fudge House, Crookhorn</b> <i>(PCC Housing Scheme)</i>	Yes	Yes	Completed

## SCRUTINY PROJECT PLAN

<b>St. Clare's Court, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed
<b>Tweed Court, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed
<b>Wakefield Court, Waterlooville (PCC Housing Scheme)</b>	Yes	Yes	Completed
<b>Lyndhurst House, Leigh Park (PCC Housing Scheme)</b>	Yes	Yes	Completed
<b>Herriott House, Cowplain (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed
<b>Fairmead Court, Hayling Island (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed
<b>Emsworth House, Emsworth (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed
<b>The Lodge, Waterlooville (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed
<b>Enderleigh House, Havant (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed
<b>Eileen Beard House (Guinness Partnership Housing Association Schemes)</b>	Yes	Yes	Completed

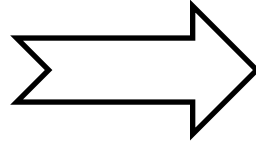
## SCRUTINY PROJECT PLAN

<b>ISSUES EXPERIENCED WITHIN REVIEW</b>	
<b>Issue / Delay</b>	<b>Consequence / Outcome</b>
Delay in agreeing project plan – unable to detail exact scope of site visits	Delay in starting review – project plan agreed on 25 February 2016
Need for Councillors to be accompanied at site visits – advice stated that site visits needed to be conducted by a minimum of two members	Delay in starting site visits – allocation of site visits agreed on 3 May 2016
Change in membership of Panel – the start of the municipal year saw a new Scrutiny Board and Panels appointed and new members brought onto the review	Delay in conducting site visits / continuing the review - Meeting to induct new Panel members into the review on 21 June 2016, visits not fully conducted until August 2016
Portsmouth City Council declined invitation to meet with Panel	Portsmouth City Council provided written responses to Panel members and indicated they would be willing to attend future meetings

# SCRUTINY PROJECT PLAN

**Start Date:**

**December 2015**

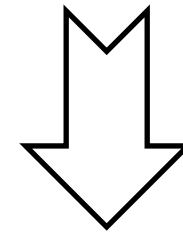


**Projected Timescales for:**

**Evidence gathering:**

**Interviews/Site Visits End of June 2016 (completed August 2016)**

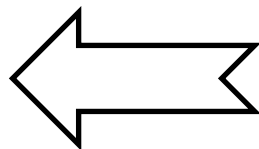
**Evidence Analysis: June/July 2016 (completed July / August 2016)**



**Dates for:**

**Report to Scrutiny Board: TBA**

**Report to Cabinet: TBA(End Date)**



**Project Report Deadlines:**

**Draft Report Produced: End of July 2016 (completed October 2016)**

**Panel to Agree Final Report: 23 August 2016 (now projected to November 2016)**

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## Questions for Landlord representative :

### Scheme Address

### Landlord

1. Can you please give a breakdown of the rent/service charges for the units
2. Can you advise what services are provided within the charges
3. What is your organisation's policy on response times to repairs requests?
4. What is classed as an emergency repair?
5. How often are communal areas redecorated?
6. How often is the grass cut?
7. How often are the windows cleaned?
8. How often are scheme meetings held?

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## Questionnaire - Accommodation for Older Persons

Scheme Address -

Landlord -

1. Can you please indicate the reason why you moved to this type of accommodation

Health reasons/Downsizing/To move closer to family/support required/Other

2. Is the accommodation you occupy offer what you expected?

Yes/No – reasons why?

3. How easy is it to contact your landlord?

Very Easy/Quite Easy/Difficult/Very Difficult

4. How quickly does your landlord respond to requests/queries you may have relating to your accommodation?

Very Quick/Reasonably Quick/ Acceptable/Poor

5. How would you rate the décor/cleanliness of the building/communal areas

**Excellent/Good/Acceptable/Poor**

**6. How would you rate the services (including repairs) provided by your landlord?**

**Excellent/Good/Adequate/Poor**

**7. Would you recommend your landlord to a friend?**

**Yes/No**

**Comment**

**Any further comments you would like to add -**

## HBC Councillor Questions for Guinness Partnership – 3 October 2016

- 1: The survey suggests that a large percentage of residents are unhappy with the time it takes for undertake repairs. It is understood that Guinness Partnership is committed to respond to emergency callouts within 24 hours and routine repairs within 28 days.
  - What is the percentage of repairs that have not been undertaken within these timescales over the past twelve months, and what are the reasons?
  - What steps do you propose to take to meet these concerns?
- 2: The survey indicates that a similarly high percentage of residents are unhappy about the quality of repair work undertaken.
  - Does Guinness Partnership have arrangements in place to ensure that work undertaken by contractors and workmen are completed to the satisfaction of the Partnership and the tenant?
  - Is Guinness prepared to review its current procedure for inspection of works to address the residents concerns?
- 3: The survey indicates that some communal areas have not been redecorated for 10-15 years or possibly longer. There was also evidence of threadbare carpets in schemes which clearly constitute a trip hazard. Of those interviewed only 19% said the decor/cleanliness of their home was good or better.
  - What is your policy on replacing carpets and re-decorating in your schemes?
  - Are the tenants consulted over the need for re-carpeting or redecoration?
- 4: Some residents have commented that they used to be contacted every day to check on their health and well-being.
  - When was this service discontinued and how was the decision communicated to residents?
  - Is Guinness prepared to consider re-introducing this service?
  - Is Guinness satisfied that there are adequate proactive arrangements to identify tenants at risk and to take action? Are you happy that residents are fully aware of the days/times when staff are available and when they are not ?
  - What procedures have been put into place following the death of a resident to ensure that no death goes undetected?
- 5: Since funding cuts, what is the Guinness policy on off-site and on-site activities for residents? Are residents made aware of communal activities in the local community?
- 6: In view of the request by some residents for the manager to be on site for more than 10 hours a week, does Guinness wish to consider increasing the commitment for a manager to be on site?

- 7: In view of the concerns raised about how complaints are handled, can you please give an explanation why some of the complainants are dissatisfied with responses and response times? What is your procedure for logging and acknowledging complaints and for providing feedback to the complainant?
- 8: From the survey there appears to be dissatisfaction with the way Guinness deal with complaints about Anti Social Behaviour. Of particular concern is that there appears to be a perception that the perpetrator is being given more favourable treatment and the solution appears to be to move the victim and not the perpetrator.
- What is the procedure and tolerance level for dealing with Anti Social behaviour by tenants and at what stage does Guinness take action against a tenant acting in an anti social way?
  - What training is given to staff in relation to safeguarding and dealing with Anti Social behaviour?
  - In view of the concerns raised in the survey do you think you should review your anti social behaviour complaints procedure?
  - During the survey, a Team Leader said that the problem could be caused by the mix of residents. If this is the case, what is the partnership doing to minimise risk to the older more vulnerable tenants or to compensate the victims of anti social behaviour?
  - Do you work with other organisations such as the Safer Havant Partnership to resolve these issues?
- 9: The survey indicates that there is a level of dissatisfaction about the services provided under the service charge. In particular access to bathrooms, broken pull cords, poor maintenance of the garden areas etc.
- Can you please provide details on how often the gardens have been maintained and windows cleaned over the past six months for each scheme covered by the survey?
  - What is the partnership's policy for access to communal toilets and bathrooms in each scheme covered by the survey?
- 10: In view of the comments raised in the survey concerning the appropriate management skills:
- Can you please advise the training given to managers to deal with the safeguarding of vulnerable people?
  - What is the Partnership's policy and procedure for dealing with complaints against staff?
- 11: A large percentage of your tenants (40%) indicate they moved to your schemes because of health reasons. Do you have any special arrangements for your tenants with local hospitals and GP's ?
- 12: Would the partnership be interested in attending regular liaison meetings with local Councillor(s) and Council officers to discuss issues raised by tenants?

## **HBC Councillor Questions for Portsmouth City Council – 3 October 2016**

- 1: The survey indicates that a number of respondents are unhappy with the size of their shower facilities.
  - How do Portsmouth City Council take the needs of residents into account when converting shower facilities within schemes?
- 2: The survey suggests a number of respondents are unhappy with the work of the Comserv service.
  - Does Portsmouth City Council have arrangements in place to ensure that work undertaken by contractors and workmen are completed to the satisfaction of the Council and the tenant?
  - Is Portsmouth City Council prepared to review its current procedure for inspection of works to address these concerns?
- 3: A number of residents raised concerns over plans to replace a normal lift within a scheme to install stair lifts.
  - Does Portsmouth City Council consider a stair lift to be suitable to cover the needs for all residents?
  - Will help be available to residents during out-of-hours time if the stairlift is not sufficient for disabled residents?
  - If the stairlift were to break down, how quickly will it be repaired and what help will be made available to residents during this time?
- 4: Are there any plans to improve parking facilities on some of the sites?
- 5: The survey suggests that there is a level of dissatisfaction with the garden facilities at some sites.
  - What is your policy on garden maintenance and has it been adhered to in recent time ?
- 6: The survey indicates that some residents feel that staff have been told not to interact with them.
  - What is your policy for Portsmouth City Council housing staff's interaction with residents?
  - What training is provided for staff for dealing with and safeguarding vulnerable people?
  - What is your procedure for dealing with complaints against staff and/or management?
- 7: The survey of residents at Wakefield Court in Crookhorn raises concerns over the noise levels from The Pheonix Centre.

- Have PCC received many complaints over this?
  - What is your procedure for logging and acknowledging complaints and for providing feedback to the complainant?
- 8: We note that recent refurbishment works have taken place at some of your schemes, including Tweed Court, Connors Keep and St. Clares Court. Are there any plans to make any refurbishments to Elsie Fudge House or Wakefield Court?
- 9: Would PCC be interested in attending regular forums with local Councillor(s) and Council officers to discuss issues raised by tenants?



## HBC Councillor Questions for Portsmouth City Council – 3 October 2016

- 1: The survey indicates that a number of respondents are unhappy with the size of their shower facilities.
- How do Portsmouth City Council take the needs of residents into account when converting shower facilities within schemes?

At the point of a housing assessment from the Housing Options team, then an applicant's needs are assessed and then the applicant is accompanied to the viewing of the property that they have been offered. Within each scheme, there are communal shower facilities available near to the accommodation. If a resident does require a shower conversion, then this is referred to the Occupational Therapist service. Within Wakefield Court and Elsie Fudge House the options are limited given the size of the flats.

- 2: The survey suggests a number of respondents are unhappy with the work of the Comserv service.

The only criticism of Comserv appears to be at Connors Keep. Overall, 54 say repairs excellent or good, 7 adequate and 3 poor - all those recording as poor are at Connors Keep. Residents in other schemes comment on the speed of repairs and their high level of satisfaction. Thus, PCC need to understand why this is different at Connors Keep, given that Comserv cover all these schemes. To do this, we require details of the specific complaints so that the Repairs Manager can look into these.

- Does Portsmouth City Council have arrangements in place to ensure that work undertaken by contractors and workmen are completed to the satisfaction of the Council and the tenant?

Customer satisfaction is sought from the resident at the point that the repair is completed; therefore residents are given an immediate opportunity to feedback on their experience.

- Is Portsmouth City Council prepared to review its current procedure for inspection of works to address these concerns?

As above, we would need further details to understand exactly what the concerns are. These concerns would be looked into by the Repairs Manager. The Scheme Manager at Connors keep has advised me that she has not received any complaints re Comserv from her residents.

- 3: A number of residents raised concerns over plans to replace a normal lift within a scheme to install stair lifts.

These comments made at Connors Keep.

- Does Portsmouth City Council consider a stair lift to be suitable to cover the needs for all residents?

This will be for approximately for 10 weeks whilst the existing lift is refurbished. PCC are planning to install a platform lift and not a stair lift, which will be much easier to use. It is planned that the work at St Clares Court and Tweed Court will be carried out early in 2017, with Connors Keep to follow. Residents at Connors Keep will be reassured on this point so that there is no misunderstanding. The platform lifts in each scheme will be left in situ after the completion of the work to the scheme lifts as a backup in case of breakdown.

- Will help be available to residents during out-of-hours time if the stair lift is not sufficient for disabled residents?

As above, this will be a platform lift. Scheme staff, upon the installation of the platform lift, and before the scheme lift is taken out of use, will work with each resident who needs support to ensure that they are comfortable using it. Out of hours assistance will be provided if this is needed.

- If the stair lift were to break down, how quickly will it be repaired and what help will be made available to residents during this time?

The lift contractor is on call 24 hours per day, 7 days per week, and will respond to a breakdown within 2 hours, and in the majority of cases, well within this time. If this breakdown occurs out of on - site staff hours, then PCC's out of hour's team will visit the scheme to provide any support and reassurance that is needed.

- 4: Are there any plans to improve parking facilities on some of the sites?

This is only referred to at Connors Keep.

Response from Area Housing Manager at Wecock Farm Area Housing Office: 'The parking area at Connors is PCC land - there is an area towards the end that used to have ' disabled' parking written on the floor however this is severely worn and not really visible or enforceable.

The parking area is shared by the residents in the houses across the other side of the parking site. We do not allocate permits for spaces and it would be difficult to enforce. This is the same across the whole estate and it would not be appropriate to increase the size of the parking area.'

In addition to the comments above from the Area Housing Manager above, I am aware that parking issues over the last 12 months have been exacerbated by the fact that the scheme has been refurbished and so contractors' vehicles

have from time to time taken up spaces. This work has now been completed and the Scheme Manager reports that the parking problem has now eased substantially.

- 5: The survey suggests that there is a level of dissatisfaction with the garden facilities at some sites.

This was only mentioned at Wakefield Court.

- What is your policy on garden maintenance and has it been adhered to in recent time?

With regard to Wakefield Court, the Green and Clean Manager has advised me that he received several requests this year to cut hedges back within the nesting season. This is not something that was possible and this was explained to the residents. The Green and Clean Manager was also asked to take over the maintenance of the residents' communal garden (previously looked after by the residents themselves). There was a delay in carrying out some of the works as other work had to be carried out, for example, the removal of an old greenhouse. The Green & Clean team will not maintain flower beds in communal gardens but will replace with grass or shrubs. There have also been requests to carry out work in residents' own gardens and this work is carried out according to the capacity of the G & C team and not at the point that the request is received.

Therefore, there have been some specific issues at Wakefield Court but apart from the above; this scheme has had the same service as all the other schemes. This is demand based and the team attend when work is needed.

Again, as with the question with regard to repairs, if you have any specific resident complaints, please let me know and I will pass these on to the Green and Clean Manager so he can look into these complaints.

- 6: The survey indicates that some residents feel that staff have been told not to interact with them.

This is not the case, i.e. there has been no such instruction to staff. This was only mentioned at Wakefield Court. Residents also said that they wanted staff to attend parties and events again. These are often held at weekends and in the evenings - i.e. outside of staff time. The role of scheme staff is to provide support when needed in order to help each individual resident maintain their independence. Their role is not to attend social events, especially when this does not seem to relate to a question of support being needed and is more related to staff socialising with residents. However, staff do help residents with events within the working day and to try and ensure that those, for example, with mobility problems, are able to attend these. Also, on occasions staff accompany residents on outings if some residents require support to enable them to enjoy these activities.

- What is your policy for Portsmouth City Council housing staff's interaction with residents?

There is not a policy on staff interaction, but staff have day to day interaction with residents to achieve the purpose of the sheltered housing service of providing support when needed. Interaction arises as a result of staff working to this purpose and each resident is asked individually the level of contact that they want with staff to ensure their welfare.

- What training is provided for staff for dealing with and safeguarding vulnerable people?

Appropriate safeguarding training, both E learning and by interactive training. There does not seem to be any indication in the survey that residents have raised this as an issue or concern. Staff are also trained on what are appropriate professional boundaries with residents, along with other training in relation to the role.

- What is your procedure for dealing with complaints against staff and/or management?

PCC have a complaints procedure which has an escalation process within it. To investigate any complaint, we need to speak directly to the complainant to ascertain the details and then follow up from there.

7: The survey of residents at Wakefield Court in Crookhorn raises concerns over the noise levels from The Phoenix Centre.

- Have PCC received many complaints over this?

The staff at Wakefield Court have had no complaints about this. However, I have been informed by a manager at the Leigh Park Area Housing Office that he referred a complaint to HBC in 2012 about the the back door of the Phoenix Centre being left open and noise and people spilling out to the rear of the building. His recollection is that HBC Environmental Health were going to speak to licencing about these issues back in 2012.

- What is your procedure for logging and acknowledging complaints and for providing feedback to the complainant?

With this particular issue, residents would be advised to contact Havant BC Environmental Health who would be the responsible authority for recording and actioning these complaints and feeding back to the complainants. Scheme staff would support residents who need help with this and would advocate on behalf of residents if they were not happy with the HBC

response. I presume that as you have received this complaint at the meeting at Wakefield Court, HBC Environmental Health Officers will have already made contact with the complainants about this noise nuisance.

- 8: We note that recent refurbishment works have taken place at some of your schemes, including Tweed Court, Connors Keep and St. Clares Court. Are there any plans to make any refurbishments to Elsie Fudge House or Wakefield Court?

These were major projects, each lasting one year. There are no plans at present with regard to Elsie Fudge House or Wakefield Court.

- 9: Would PCC be interested in attending regular forums with local Councillor(s) and Council officers to discuss issues raised by tenants?

PCC are happy to attend meetings with a defined purpose / agenda and on the basis of a dialogue. This will ensure that the right resource from PCC attends any meetings. With regard to particular issues raised by tenants to HBC councillors, the councillor should make contact with PCC, giving the details of the tenant and the issues raised. The appropriate PCC officer will then look into the issues by speaking directly to the tenant, taking any appropriate action and then responding in writing to both the tenant and HBC councillor. It is important that PCC, as landlord, maintains this direct relationship with its tenants. Depending on the nature of the matters raised, it may be appropriate to also follow the PCC complaints procedure.

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## HBC Councillor Questions for Guinness Partnership – 3 October 2016

Responses:

Scheme	No in scheme	No responses	%
Eileen Beard House	36	15	42%
Enderleigh House	16	8	50%
Fairmead Court	49	8	16%
Furlonge House	36	9	25%
Herriott House	36	13	36%
The Lodge	67	18	26%

1: The survey suggests that a large percentage of residents are unhappy with the time it takes for undertake repairs. It is understood that Guinness Partnership is committed to respond to emergency callouts within 24 hours and routine repairs within 28 days.

- Satisfaction target is 86% currently performing at 88%

For the Havant area we have targets of:

- 28 days for appointable repairs – currently achieving 24 days
- 24 hours for emergency repairs- currently achieving 2 hours.
- Those completed outside target were for larger / more complex works requiring authorisation and cross ref against planned programmes to avoid duplication.
- GP work to complete 80% of all orders at first time works – satisfaction results to year end support that

What is the percentage of repairs that have not been undertaken within these timescales over the past twelve months, and what are the reasons?

- This is not something that Guinness currently report on. We can ask for it to be considered in the future but this would have to be agreed by all parts of the Partnership.

2: The survey indicates that a similarly high percentage of residents are unhappy about the quality of repair work undertaken.

Does Guinness Partnership have arrangements in place to ensure that work undertaken by contractors and workmen are completed to the satisfaction of the Partnership and the tenant?

- The Partnership carry out a 10% post inspection on day to day works, more on larger planned works and 100% on non GP contractors work

Is Guinness prepared to review its current procedure for inspection of works to address the residents concerns?

- Not at the current time as evidence shows that satisfaction is high and performance is improving month on month.
- Figures up to June 16 show satisfaction with the contractor is at 92% and satisfaction with the standard of the repair is at 92% - Havant are currently out performing other areas of Partnership

3: The survey indicates that some communal areas have not been redecorated for 10-15 years or possibly longer. There was also evidence of threadbare carpets in schemes which clearly constitute a trip hazard. Of those interviewed only 19% said the decor/cleanliness of their home was good or better.

What is your policy on replacing carpets and re-decorating in your schemes?

- Generally, internal/external decorations are reviewed on a 5-7 year cycle depending on condition when we carry out validation visits – some blocks tend to remain in good condition for longer than others.

Property	Last Decorated	Next Decorating Cycle
Furlonge House	2011/12	2018/19
The Lodge	2014/15	2019/20
Eileen Beard House	2011/12	2017/18
Fairmead Court	2011/12	2018/19
Herriott House	2013/14	2018/19
Enderleigh House	2013/14	2020/21

Are the tenants consulted over the need for re-carpeting or redecoration?

- Residents are consulted on colours for re-decoration



- Carpets are identified through inspections and discussions at coffee mornings with the residents.

4: Some residents have commented that they used to be contacted every day to check on their health and well-being.

When was this service discontinued and how was the decision communicated to residents?

- When funding was stopped by Hampshire County Council.
- Communicated byway of Roadshows, coffee mornings, letter to all residents, details from Hampshire County Council, plus on site staff at the time

Is Guinness prepared to consider re-introducing this service?

- Not unless residents wish to fund this themselves or the Government provides funding

Is Guinness satisfied that there are adequate proactive arrangements to identify tenants at risk and to take action? Are you happy that residents are fully aware of the days/times when staff are available and when they are not?

- Yes, details of the RLA's are available on the office doors and notice boards in the schemes

What procedures have been put into place following the death of a resident to ensure that no death goes undetected?

- Independent living at the schemes.
- Staff will check if they are aware they haven't seen a resident for a while.
- Residents opt out for contact from RLA/support.
- We would like to think that family and friends would be keeping an eye on their loved ones.

5: Since funding cuts, what is the Guinness policy on off-site and on-site activities for residents? Are residents made aware of communal activities in the local community?

- Residents organise their own on/off site activities
- RLA's will put up notices about activities at other schemes.

6: In view of the request by some residents for the manager to be on site for more than 10 hours a week, does Guinness wish to consider increasing the commitment for a manager to be on site?

- See point 1 of question 4

7: In view of the concerns raised about how complaints are handled, can you please give an explanation why some of the complainants are dissatisfied with responses and response times?

- There was no question about complaints on the questionnaire.
- We have a robust complaints procedure in place that all staff are trained on

What is your procedure for logging and acknowledging complaints and for providing feedback to the complainant?

- All complaints reported are logged on a web form that automatically goes to the complaints team to assign for investigation.
- There are two timelines: 1st fix (staff have 2 days to respond) and a full detailed investigation (staff have 10 days to carry out an investigation and respond)

8: From the survey there appears to be dissatisfaction with the way Guinness deal with complaints about Anti Social Behaviour. Of particular concern is that there appears to be a perception that the perpetrator is being given more favourable treatment and the solution appears to be to move the victim and not the perpetrator.

- There was no question about ASB on the questionnaire.
- We have a robust ASB procedure in place that staff are trained on

What is the procedure and tolerance level for dealing with Anti Social behaviour by tenants and at what stage does Guinness take action against a tenant acting in an anti social way?

- Two courses of action:  
Environmental ASB is dealt with by HO's  
High level ASB is dealt with the Tenancy Enforcement Team

What training is given to staff in relation to safeguarding and dealing with Anti Social behaviour?

- All staff that deal with customers are given safeguarding training including contractors, maintenance, etc.
- All housing staff trained are on the ASB for the category they manage

In view of the concerns raised in the survey do you think you should review your anti social behaviour complaints procedure?

- The procedure has only recently been reviewed in early 2016

During the survey, a Team Leader said that the problem could be caused by the mix of residents. If this is the case, what is the partnership doing to minimise risk to the older more vulnerable tenants or to compensate the victims of anti social behaviour?

- All residents are nominated by Hampshire Home Choice

Do you work with other organisations such as the Safer Havant Partnership to resolve these issues?

- All of the time. We work closely with SHP plus the police and other agencies on a regular basis. We have also led on a number of high profile cases e.g. first community trigger for Laburnum Rd

9: The survey indicates that there is a level of dissatisfaction about the services provided under the service charge. In particular access to bathrooms, broken pull cords, poor maintenance of the garden areas etc.

Can you please provide details on how often the gardens have been maintained and windows cleaned over the past six months for each scheme covered by the survey?

The window cleaners clean all of the exterior windows on sheltered blocks and communal windows only on the general needs blocks.

- Eileen Beard House – The window cleaning was undertaken in May 16, August 16 and is due every 3 months.
- The Lodge – The window cleaning was undertaken in April 16, July 16 and is due every 3 months
- Enderleigh House – The window cleaning was undertaken in May 16, August 16 and is due every 3 months.
- Herriott House – The window cleaning was undertaken in March 16, June 16 and September 16 and is due every 3 months.
- Fairmead Court – The window cleaning was undertaken in March 16, June 16 and last week and is due every 3 months.
- Furlonge House - The window cleaning was undertaken in March 16, June 16 and last week and is due every 3 months.

Grounds maintenance:

- Fairmead Court – the team visit here on a fortnightly basis. Twice this year they have undertaken the grass cutting 3 weeks apart. If grass cutting wasn't required they spent the time trimming hedges etc. instead. Work undertaken here includes cutting the grass, hedges, maintaining the beds, bin bays, litter picking and weed spraying.
- Furlonge House – the team visit here on a fortnightly basis. Twice this year they have undertaken the grass cutting 3 weeks apart. If grass cutting wasn't required they spent the time trimming hedges etc. instead. Work undertaken here includes cutting the grass, hedges, maintaining the beds, bin bays, litter picking and weed spraying.
- Eileen Beard House – Fortnightly visits undertaking grass cutting, litter pick, with shrubs, hedges and weed control as necessary.
- The Lodge - Fortnightly visits undertaking grass cutting, litter pick, with shrubs, hedges and weed control as necessary.

- Enderleigh House - Fortnightly visits undertaking grass cutting, litter pick, with shrubs, hedges and weed control as necessary.
- Herriott House - Fortnightly visits undertaking grass cutting, litter pick, with shrubs, hedges and weed control as necessary.

What is the partnership's policy for access to communal toilets and bathrooms in each scheme covered by the survey?

- Communal bathrooms are only available at the Lodge and this because this was previously a Cat 21/2 scheme where assisted bathing was a service that was provided.
- All properties at the Lodge have individual bathrooms within the residents flats
- No other scheme has communal bathrooms
- All of the communal bathrooms are open

10: In view of the comments raised in the survey concerning the appropriate management skills:

Can you please advise the training given to managers to deal with the safeguarding of vulnerable people?

- The same as any other staff member that deal with customers

What is the Partnership's policy and procedure for dealing with complaints against staff?

- Complaints procedure in place. Following a report against a staff member the complaints team would assign the case to a manager to investigate.

11: A large percentage of your tenants (40%) indicate they moved to your schemes because of health reasons. Do you have any special arrangements for your tenants with local hospitals and GP's?

- No, all our schemes promote independent living

12: Would the partnership be interested in attending regular liaison meetings with local Councillor(s) and Council officers to discuss issues raised by tenants?

- Of course.

**PROPERTY & HOUSING SERVICE**

# **SHELTERED HOUSING**

**GUIDANCE DOCUMENT**

**(Version 1.4 valid between 29/02/16 to 31/03/17)**

**Document owner:** [steve.macer@portsmouthcc.gov.uk](mailto:steve.macer@portsmouthcc.gov.uk)

## **Portsmouth City Council Sheltered Housing Services**

The purpose of the Sheltered Housing Service is - *'To provide accommodation and support where needed'*

The Sheltered Housing service provides housing-related support services to enable residents to live as independently as possible in their own home.

### **Criteria:**

To receive the Sheltered Housing Service the applicant must:

- Be over 55 (but under 55's with support needs may be considered)
- Have a defined housing need
- Have defined support and / or health needs
- Benefit from the Sheltered Housing services provided

### **What is not provided:**

The Sheltered housing service provides housing related support and is not CQC registered, therefore we cannot provide:

- Personal care such as washing and dressing or toileting residents
- Nursing or medical care
- Administer medication
- Moving and handling tasks such as lifting or hoisting residents

However we will always assist with arranging an appropriate agency or service provider to deliver personal care, administer medication, undertake medical duties or lift and move residents on a long term basis. Scheme staff will assist in these areas if it is an emergency and it is safe to do so.

### **NB**

#### **With regards to personal care & moving and handling assistance**

In Cat 2.5 schemes staff do not provide personal care but will 'step in' and do what is necessary in an emergency (e.g. incontinence accident) or short term illness such as a diarrhoea & sickness for example supporting the resident while they are waiting for their personal care to be arranged. Each circumstance would be taken on its merits as to the appropriateness of the scheme staffs support.

In Cat 1 & 2 schemes because there are fewer staff (often only 1 per scheme) this type of support is harder to arrange and sometimes is not possible.

All scheme staff cannot physically 'lift' residents but all are trained to guide them up from the floor if they have fallen/slipped out of a chair and it is appropriate to do so. Scheme staff are also trained in safe handling techniques such as rolling somebody in bed (should they have wet themselves and need assistance) when assisting out of a chair/wheelchair each request would be taken on its merits as to the appropriateness of the scheme staffs support.

PCC scheme staff cannot administer medication/eye drops etc, however we will prompt/remind residents to take them and monitor this if there is no other resource to do so

### **What is included in the service?**

#### **Support**

The support needs of each resident will differ so support needs are identified using a **needs and risk assessment** to determine what support is in place for the resident and what support needs to be arranged and delivered/monitored thereafter.

A **support plan** is then put in place to ensure that the residents support needs are understood, defined and/or met by scheme staff and/or other agencies and service providers.

Cat 1, 2 & 2.5 all scheme staff are trained to identify & respond to sudden illness (such as strokes, UTI's, dehydration, heart attack, diabetic hypo, unconsciousness etc) and accidents (such as falls, skin tears, electric shock etc).

However they are not fully first aid trained but are trained to identify signs and symptoms, and determine what initial action to take and who to contact in an emergency. PCC scheme staff attend basic training as needed to better understand certain illnesses/ailments common to older people such as dementia, Parkinson's disease, depression, incontinence, loneliness & substance misuse for example.

#### **The Cat 1 service will include the following:**

- Unfurnished accommodation for older people with support needs, in a variety of building types
- Pull cords situated in flats and communal areas to allow the resident to summon help quickly. 'The response will be from a dedicated Cat 1 Scheme Manager during office hours, Monday to Friday' (with the exception of bank holidays).
- At weekends/bank holidays and out of hours, calls for assistance are responded to by colleagues at the Southampton monitoring center who redirect to the appropriate responder this could be
  - ASC night responder service
  - The PCC out of hours team
  - GP services
  - 999 Emergency services
- A needs and risk assessment and support plan performed with the resident which is reviewed at least annually and can be more frequent if the residents desires it or if their circumstances change
- Daily/ regular visits from scheme staff to ensure the wellbeing of the resident. Frequency of staff contact with resident must be no less than weekly.

- Support with household and domestic tasks such as shopping, cleaning and laundry can be arranged with other agencies
- Access to and use of communal facilities available such as community rooms, lounges and laundry rooms, depending on the building

**The Cat 2 service will include the following:**

- Specific unfurnished accommodation in the Leigh Park, Crookhorn and Wecock Farm area for older people with support needs, there are no mixed schemes
- Pull cords situated in flats and communal areas to allow the resident to summon help quickly, these are responded to within the scheme 24 hours a day 7 days a week
- Dedicated on-site support during office hours Monday to Friday (with the exception of bank holidays). Generally this is a Scheme Manager and Support Assistants
- At weekends/bank holidays and out of hours, calls for assistance are responded to by colleagues at the Southampton monitoring center who redirect to the appropriate responder this could be
  - The PCC out of hours team
  - GP services
  - 999 Emergency services
- A needs and risk assessment and support plan performed with the resident which is reviewed at least annually and can be more frequent if the residents desires it or if their circumstances change
- Daily/ regular visits from scheme staff to ensure the wellbeing of the resident. Frequency of staff contact with resident must be no less than weekly.
- Support with household and domestic tasks such as shopping, cleaning and laundry can be arranged with assistance from scheme staff and/or other agencies
- Use of communal facilities available such as gardens, lounges and laundry rooms
- Communal bath or shower facilities

**The Cat 2.5 service will include the following:**

- Specific unfurnished accommodation for older people with higher support needs, there are no mixed schemes
- Pull cords situated in flats and communal areas to allow the resident to summon help quickly, these are responded to within the scheme 24 hours a day 7 days a week
- **NB** - Each scheme provides a sleep in service between 22.00 - 07.00 and sleep in staff will respond to pull cords during this time. However, frequent and / on-going **planned** visits by sleep in staff to residents throughout the night cannot be accommodated.
- A needs and risk assessment and support plan performed with the resident which is reviewed at least annually and can be more frequent if the residents desires it or if their circumstances change



- Daily/ regular visits from scheme staff to ensure the wellbeing of the resident
- A heated meal is available in all Cat 2.5 schemes (there is a separate charge for this)
- Some schemes provide a communal breakfast/supper service which is arranged in response to demand for such a service (there is a separate charge for this)
- Support with domestic tasks and laundry can be arranged with assistance from scheme staff and/or other agencies
- Use of communal facilities available such as lounge, dining area and laundry room.
- Use of Parker baths and wet rooms where assisted bath or shower facilities are available to residents who have this requirement.

**Other housing related support provided in all Sheltered Housing categories:**

Scheme staff will assist residents with housing related support which could include -

- Support to read post and manage paperwork
- Support to make appointments and attend appointments with the resident if they are the right resource to do so
- Support to access services and clubs
- Financial support such as assistance to maximise their income, support to pay bills and accessing their own money
- Liaising with friends/family members, Social Care and Health services to ensure and maintain the wellbeing of residents
- Providing additional support when a resident is unwell or has fallen by increasing visits and/or providing additional short term help with domestic tasks, personal hygiene tasks, eating and drinking, emergency shopping and ensuring they have taken short term medication to help them get better
- Arranging and delivering scheme activities to reduce isolation and loneliness (there is a charge for some activities)

This is not an exhaustive list of housing related support provision; we have a high number of residents with a variety of housing related support needs so every request for support is taken on its merit.

The right resource is then identified and arranged to provide the support requested or identified.

The right resource may be scheme staff or it may be an appropriate agency or other service provider.

**Please note -**

Scheme Managers have to organise daily service delivery and arrange daily and weekly staffing levels using their knowledge of the residents support needs within that scheme. We design our service provision around the support needs of our residents whilst still keeping in mind our scope of service therefore the level of demand for and support services offered will inevitably differ from scheme to scheme

## Costs

Housing - **weekly** sheltered charges (£'s) with effect from 28 March 2016

AVERAGE RENTS 2016/17							
Dwelling	No bedroom	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom	6 bedroom
Sheltered Housing	75.26	84.12	92.44	102.41			

GENERAL SERVICE CHARGE	2016/17	2015/16
Basic service charge	5.04	3.08
Enhanced charge (usually blocks of flats)	13.58	9.94

SHELTERED Service Charges	2016/17			2015/16		
	Cat 1	Cat 2	Cat 2.5	Cat 1	Cat 2	Cat 2.5
Sheltered housing service charge- <i>eligible for HB</i>	11.22	29.04	63.57	11.22	24.42	63.57
Supporting people - <i>if on HB then 100% SP grant</i>	3.24	11.00	14.35	2.49	7.68	9.02
<b>Total</b>	<b>14.46</b>	<b>40.04</b>	<b>77.92</b>	<b>13.71</b>	<b>32.10</b>	<b>72.59</b>
<i>SP discount – only if tenancy began pre 2 March 2003</i>	-5.79	0.00	-15.95	-5.04	0.00	-10.62

HEATING	2016/17				2015/16			
	bed sit	1 bed	2 bed	3 bed	bed sit	1 bed	2 bed	3 bed
Arthur Dann Court (Cat 2.5)		8.26	9.52	14.14		8.26	9.52	14.08
Blackwood / Brisbane House		7.56	9.80	11.48		7.53	9.72	11.48
Edgbaston House		8.68	12.04			8.58	11.88	
Hale Court (Cat 2.5)	6.02	7.42	9.38	9.38	5.91	7.39	9.29	14.15
Horatia & Leamington		8.96	11.76	13.16		8.95	11.73	13.10
Ian Gibson Court (Cat 2.5)		7.42	8.26			7.05	7.75	
John Marshall Court	5.46	6.30	11.48		5.36	6.18	11.38	
Nicholson Gardens (Cat 2.5)		8.54	16.66			8.46	16.65	
Nickleby & Barkis House		7.56	9.80			7.53	9.72	
Tipton House		8.68	12.04			8.58	11.88	
Pickwick & Copperfield		7.56	9.80			7.53	9.72	
Weller & Cheeryble House	6.86		9.80	11.48	6.79		9.72	11.48

WATER	2016/17	2015/16
Nicholson Gardens - all	3.92	3.92
Ian Gibson Court – all	3.64	3.64

### What does the General Service Charge cover?

#### Houses and flats not in a block

##### Lower service charge

Anti-social Behaviour Team  
Residents Participation  
Money Advice Team  
Estate Services Officers  
Outside office hours service

#### Flats, maisonettes, etc, in blocks

##### Higher service charge

The services in the previous list plus  
Electricity for lighting  
Grounds maintenance  
Cleaning and bulk refuse

## **Pets**

The Portsmouth City Council pet policy applies to all sheltered schemes so when registering you should pay attention to the impact of pets and advise the applicant appropriately.

Portsmouth City Council sheltered staff will not care for resident's pets, therefore applicants must be capable of managing their pet's needs. For example the applicant should:

- **Have somebody available to care for their pet should they go on holiday**
- **Become unwell**
- **Go into hospital**
- **The pet becomes unwell and needs to go to the vet**

Portsmouth City Councils pet policy states that small generally caged animals such as budgerigars are allowed but larger animals such as monkeys are not.

In Cat 1 sheltered schemes 1 dog or 1 cat would be allowed only if the flat is on the ground floor with its own outside door access **direct to the flat**

Cat 2 and Cat 2.5 schemes do not allow cats or dogs; however exceptions may be made for assistance dogs on a case by case basis.

**End of document**

SHMT/SM Feb 29 2016





*Welcome to*  
**your home**



# here is how to get in touch with us:

## Customer Service Centre

Phone: **0303 123 1890**

Monday to Saturday, 8am – 8pm  
(and 24 hours a day, seven days a week, for  
emergency repairs and rent payments).

TextRelay: **18001 0303 123 1890**

For people with hearing or speech difficulties

@ **customerservice@guinness.org.uk**

 **www.guinnesspartnership.com**

 **www.facebook.com/guinnesspartnership**

 **www.twitter.com/yourguinness**

## Getting this information in other formats

We are committed to giving  
all customers access to the  
information we provide.

Please let us know if you  
need all or some of the  
details in this handbook:

- In large print
- On audio tape or as braille
- Translated into another  
language.

## Offices

You will need an appointment before visiting our offices, please contact our Customer Service Centre to book one.

### Chesterfield

Unit 2 Holmewood Business Park  
Chesterfield Road  
Holmewood  
Derbyshire S42 5US

### Darnhill

3 Argyle Parade  
Darnhill  
Heywood OL10 3RY

### Lancaster

10b Brennand Close  
Scale Farm Road  
Scale Hall  
Lancaster LA1 5JL

### Liverpool

Linksvie  
102 Vale Road  
Woolton  
Liverpool L25 7FB

### Manchester

India House  
1-3 McGinty Place, off Whitworth Street  
Manchester M1 6BA

### Nottingham

Unit 3.1 Clarendon Park  
Clumber Avenue  
Nottingham NG5 1AH

### Salford

1 Cherry Tree Court  
1 Kiwi Street  
Salford  
Manchester M6 5AP

### Sheffield

20 Westfield Terrace  
Sheffield S1 4GH

# Welcome to your new home with The Guinness Partnership.



This handbook is designed to give you lots of useful information to help you make the most of your time with us. Please keep your handbook in a safe place. You can also refer to our website: [www.guinnesspartnership.com](http://www.guinnesspartnership.com)

As well as giving you the practical details you need from the day you move in, this handbook explains what you can expect from us and what we expect from you throughout your tenancy.

If the information you need is not in these pages, you may find it on our website or you can call our Customer Service Centre or speak to someone from our neighbourhoods team.

You will find the contact details for services in your area on the opposite page or on our website.

Whether your stay with us is a long or a short one, I wish you a very happy tenancy.

**Catriona Simons**, Group Chief Executive

**Page 109**

# About

## The Guinness Partnership

We are one of the largest affordable housing and care providers in the country. We own and manage more than 60,000 homes, with large concentrations in the north, south and west of England, and we have over 120,000 customers. We also provide care and support services to more than 10,000 households across the country through Guinness Care and Support.





# *About* **this handbook**

This handbook will provide you with guidance and information about living in a Guinness home. It is not part of your tenancy agreement with us and is not legally binding.

To ensure you understand your legal rights and responsibilities please check your tenancy agreement

carefully. If you think that your handbook and your tenancy agreement say something different, then your tenancy agreement is correct. Your tenancy agreement is a legally binding agreement.



# Contents

## 1 Moving into your home ..... 9

1.1 Services to the property .....	10
Gas .....	10
Landline phones .....	11
Internet connection .....	11
Water .....	11
Switching energy suppliers.....	11
1.2 Telling people you have moved.....	12
1.3 Making the property your own .....	13
Keys .....	13
Carpets.....	13
Wooden or laminate flooring.....	13
Pets.....	14
Parking.....	14
Contents insurance .....	14
Gardens.....	15

## 2 Your rent ..... 17

2.1 Calculating your rent .....	18
2.2 Your annual rent review notice .....	19
2.3 Service charges .....	19
How we set your service charge .....	20
Utility charges.....	20
2.4 Paying your rent.....	21
Direct Debits .....	21
Other ways to pay.....	21
Housing Benefit .....	22
If your circumstances change.....	23
Universal Credit.....	23
2.5 What to do if you are struggling to pay..	24
Debt advice lines .....	24
2.6 What happens if you do not pay .....	25

## 3 Looking after your home ..... 27

3.1 Who is responsible for what? .....	28
3.2 Reporting a repair .....	29
Emergency repairs.....	29
Other non-urgent repairs.....	29
Handy hints .....	30
What to expect from our contractors .....	31
Site-based staff.....	31
3.3 Gas servicing .....	32
Injunctions for access.....	32
Keep a check on your gas boiler.....	32
3.4 Planned maintenance.....	33
3.5 Aids and adaptations.....	34
3.6 Asbestos .....	34
3.7 Making your own improvements .....	35
Satellite dishes .....	35
Sheds.....	35

## **4 Your rights and responsibilities .....37**

4.1 Your tenancy.....	38
Joint tenants.....	39
Changing your tenancy agreement.....	39
How you use your home.....	39
How long you can stay.....	40
When we will end your tenancy.....	40
4.2 Your rights.....	41
Fair treatment.....	41
Keeping you informed and consulting you.....	42
How we use your information.....	42
Accessing information we hold about you.....	43
Your 'right to repair'.....	43
Your 'right to improve' your home.....	44
Your 'right to acquire' your home.....	44
Lodgers and sub-letting.....	44
What happens when a tenant dies ('succession').....	45
Passing on the tenancy ('assignment').....	45

## **5 Our service .....47**

5.1 Service standards.....	48
5.2 Making a complaint.....	49
Who can complain.....	49
What you can expect from us.....	49
How we will handle your complaint.....	50
How to take your housing complaint further.....	50
How to take your care and support complaint further.....	50
5.3 Compensation.....	51
5.4 Customer surveys.....	51

## **6 Your neighbourhood .....53**

6.1 Taking care of your estate.....	54
6.2 Being a good neighbour.....	54
Give and take.....	55
6.3 Anti-social behaviour.....	56
What is anti-social behaviour?.....	56
What you can do.....	57
What we can do.....	57
Our offer of support.....	58
Harassment.....	58
Domestic abuse.....	58
Protecting people with care and support needs.....	59

## **7 Moving on .....61**

7.1 Getting a transfer.....	62
7.2 Getting a move through choice-based lettings schemes.....	62
7.3 Swapping homes with another tenant (mutual exchange).....	63
Finding a home to swap.....	63
Getting our permission.....	63
7.4 Moving to access support.....	64
7.5 Help to buy a home of your own.....	64
Shared ownership.....	64
Help to Buy equity loans.....	65
Help to buy mortgage guarantees.....	65
Buying your existing home.....	65
7.6 Moving out checklist.....	66



section 1

# *Moving into* **your home**



# When you first move in you will need to have the utilities put in your name and apply for other services.

## 1.1 Services to the property



If your home has gas, we will let you know at sign-up.

We let many of our homes with the gas supply ready to use. The supplier will vary depending on who the previous occupier used or we may have set up a preferred supplier ourselves. You can choose to swap to another supplier after you move in. You can also ask your supplier to fit a gas payment meter.

Some of our properties have a communal gas supply.

If your home has a gas supply that needs to be connected, we will explain how to arrange this. You must not allow anyone to touch your gas supply unless they are a properly qualified Gas Safe engineer.

We will give you a copy of the gas safety record for the property, which tells you when any gas appliances were last serviced and checked. While you are our tenant, you must give us access to carry out an annual check (see page 32).

If, when you move in, your home does not have a gas supply and you decide to have one installed, either then or at a later date, you must let us know so that we can include it within our annual service plan.

If you are not sure how to read your gas meter, please contact the supplier.



## Landline phones

If you would like a phone connected at your new address, contact your preferred phone company. You will have to pay to have an existing line reconnected or a new one put in.

If your move is local, you may be able to keep your old phone number – but you should ask about this before you move. If you change your number, don't forget to let us know.

## Internet connection

If you would like an internet connection, you will need to choose your own internet service provider (ISP) and pay any connection or equipment charges.



## Water

Your water supply will be connected when you move in. Phone the water company to tell them:

- Your name and address
- The date you moved in

We will tell you at sign-up if your service charge includes water.

Otherwise, the water company will set up your account. If this is the case and if you want to have a water meter fitted to save money on your bills, please contact your water provider directly.

## Switching energy suppliers

Shopping around for gas and electricity can save you money.

You can do this easily using the My Home Energy Switch service run by the National Housing Federation. The service is free and completely independent.

To switch, call **0800 0014 706** or go to **[www.myhomeenergyswitch.org.uk](http://www.myhomeenergyswitch.org.uk)** with your postcode and a current energy bill to hand. The My Home Energy Switch team will do the rest.

## 1.2 Telling people you have moved

For a charge, you can ask Royal Mail to re-direct post from your old to your new address. You can choose to do this for periods of three months to a year. You can get a form at your local post office or go online to [www.royalmail.com/personal/receiving-mail/redirection](http://www.royalmail.com/personal/receiving-mail/redirection)

### Don't forget to tell

- Your local authority – so they can send your Council Tax bill and sort out your Housing Benefit claim
- Your local Jobcentre if you are claiming Income Support or other benefits
- The Child Benefit service – phone **0300 200 3100** or go to [www.gov.uk/report-changes-child-benefit](http://www.gov.uk/report-changes-child-benefit)
- The Pensions service (phone **0345 606 0265**) and other pension providers you may have
- Your employer
- Your doctor and dentist
- TV Licensing – phone **0300 790 6131** or go to [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)
- The DVLA – phone **0300 790 6801** or go to [www.gov.uk/change-address-driving-licence](http://www.gov.uk/change-address-driving-licence)
- Your bank, building society and credit card companies
- Your children's schools.

If you get any post for the previous resident, please write 'Not known at this address' on the envelope and put it back in the post.



## 1.3 Making the property your own

### Keys

We will give you two keys for your front door and a set of keys for any other locks such as windows, sheds and bin stores.

We do not have spare keys, so if you lose them or need more copies, you must get these cut yourself. You are also responsible for getting back into your home if you lock yourself out. You must also arrange and pay for any lock replacements.

We recommend fitting door chains and window locks, but please check with us first. The Fire Service recommends using door chains only when you're answering the door. Please do not fit extra locks on your front door if you live in sheltered housing. Your sheltered scheme manager has a master key to get into all the flats in an emergency.

### Carpets

Carpets are your responsibility. There is a gap at the bottom of the doors inside your property to allow for fitted carpets. If it is not deep enough, it is your responsibility to arrange for the door to be adjusted.

### Wooden or laminate flooring

If your new home is a flat, you must ask us for written permission before fitting a wooden or laminate floor. Please bear in mind that these floors can be noisy for your neighbours and they might need to be taken up later so that we can carry out repairs under the floor.





## Pets

You may be able to keep a pet, but you must ask us first. Your tenancy agreement explains more about this. We will not say no without a good reason, but we may need to enforce local rules on keeping animals.

You must not let any pet or animal cause a nuisance or danger to anyone. For example, we expect you to fence your garden properly so that your dog cannot escape. Remember that any dog can be dangerous and it is your legal responsibility to keep your dog under control.

We will not allow you to keep any of the prohibited breeds mentioned in the Dangerous Dogs Act, such as:

- Pit Bull Terriers
- Japanese Tosas
- Dogo Argentinos, or
- Fila Brasileiros.

**Page 120**

## Parking

You will usually be able to park near your home but we cannot guarantee a parking space unless you have one allocated to your property. Blue Badge holders will have priority. In a few areas, you may be able to rent a parking space or a garage; there is usually a waiting list for these.

## Contents insurance

We insure the structure of your home, but not your personal belongings. We strongly advise you to take out contents insurance to cover against flood, fire, burglary or damage.

There are lots of insurance companies that offer contents insurance and we have also set up an easy and affordable home contents scheme with Royal & Sun Alliance just for our customers.

Call them on **08456 718 172** to find out more details or download an application form from our website.

## Gardens

If you have your own garden, you must keep it tidy. We ask you to look after any trees, shrubs and lawns.

If you plant a hedge, you must maintain it so that it does not block your neighbours' light. It must not be more than two metres high. Leyland Cypress hedges grow very fast and will need regular trimming.

If your neighbour's hedge is growing into your property, you can cut back branches or roots – but only as far as the boundary between your property and theirs.

You must not fill your garden or communal areas with rubbish or dangerous items.

If you share a garden with other residents, we will arrange for someone to do the gardening. The cost is included in your service charge (see page 19).

For details about who is responsible for walls, fences, gates and sheds, go to page 28.





section 2

# Your rent

# Paying your rent is your most important responsibility as our tenant.

Your rent pays for:

- Managing and repairing your home
- Repaying the money we borrow to build new homes
- Our programme of major improvements.

You should pay your rent in advance and not allow your account to fall into arrears. If you are struggling to pay your rent, please contact our Customer Service Centre as soon as possible to discuss the situation. Avoiding the problem will not make it go away.

If you continually fail to pay your rent, you are breaking your tenancy agreement and you could lose your home.

## 2.1 Calculating your rent

We will confirm the rent you need to pay when you sign your tenancy agreement. Most of our tenants have assured tenancies which mean that their rent is worked out using a calculation provided to us by our regulators. Some rents are set at up to 80% of local market rent and others are lower.

Some tenants are charged different types of rents because they live in different types of accommodation. Your tenancy agreement will show you the type of tenancy you have and the type of rent you have to pay.

## 2.2 Your annual rent review notice

We will review your rent once a year. If you think we are charging too much then please contact us; you may be entitled to apply to the Rent Assessment Committee, depending on the type of tenancy you have. More information can be found at [www.justice.gov.uk](http://www.justice.gov.uk)

We will not change your rent without giving you four weeks' notice. If we

do so and you claim Housing Benefit, you should tell your local department immediately.

If you are on a fixed-term tenancy we will also review your tenancy at the end of the fixed term. If a new tenancy is offered to you we will re-calculate the rent.

## 2.3 Service charges

You may have to pay a service charge in addition to your rent.

Service charges cover the extra services we provide to your scheme or estate. They will typically include gardening, cleaning, repairs and lighting to the areas you share with your neighbours.

If you live in housing for older people, your service charge may also include:

- Your community alarm (warden-call) service
- The cost of replacing furniture and other items in shared areas
- The cost of the scheme manager.

Your tenancy agreement sets out the services we will provide. We have to consult you if we want to change them (see page 39).



## How we set your service charge

We set service charges every year and we will write to you about them.

Most of our properties have 'variable' charges. This means that we work out the costs of providing services to your scheme or estate, and we charge you a share of this. We send you a breakdown of the costs each year.

However, in practice, we do not know all the costs in advance. The charge we set each year is based

on estimates. If these turn out to be too high or too low, we make an adjustment the following year.

For properties in some areas, we use 'fixed' service charges. This means we charge a single fixed amount to cover all your services, which may increase each year.

For more information about your service charges, please contact our Customer Service Centre.

## Utility charges

If you live at a scheme with communal gas, we will add an amount to your rent to cover the cost of your supply.

In some areas, we will also collect your water charges, on behalf of your water company.



## 2.4 Paying your rent

If you have a weekly tenancy, your rent is due on a Monday, one week in advance. Your rent is due a month in advance if your tenancy is monthly.

We will send you a statement every three months setting out what you owe and what you have paid.

Please remember that paying your rent in full is your responsibility – even if you get Housing Benefit.

### Direct Debits

We recommend paying your rent by Direct Debit, straight from your bank account. This is the easiest and safest way to pay. When your rent is due to rise, we will give you four weeks' notice of the change, but your Direct Debit will be updated automatically to reflect the new amount.

To set up a Direct Debit, please contact our Customer Service Centre.



### Other ways to pay

You can also pay your rent:

- Online at [www.allpay.net](http://www.allpay.net) or via the allpay app from a smartphone or tablet, using a debit card
- By calling our Customer Service Centre and paying over the phone, using a debit or credit card
- Using your payment card, if you have one, at:
  - any shop or garage with a PayPoint sign, using cash or a debit card
  - At any post office, using cash, cheque or debit card
- By bank standing order – contact your Customer Service Centre (remember you will have to amend the standing order each time your rent changes)
- Using a bank giro credit form.

Please keep any receipts you get as proof of your payment.

## Housing Benefit

You may be entitled to Housing Benefit to cover all or part of your rent. (See also 'Universal Credit' on page 23.)

It is very important that you complete a claim form as soon as you can, so any payments are backdated to the start of your tenancy.

If you are only claiming Housing Benefit, you can get a form from your local council, or online at [www.gov.uk/government/publications/housing-benefit-claim-form](http://www.gov.uk/government/publications/housing-benefit-claim-form).

If you are also claiming Employment and Support Allowance, Income Support or Jobseeker's Allowance, you can claim Housing Benefit at the same time. Your Jobcentre Plus office will send your claim on to the council.

To do this you will need your National Insurance number. If you don't know it, call the National Insurance helpline on 0300 200 3502. There is more information available online at [www.gov.uk/lost-national-insurance-number](http://www.gov.uk/lost-national-insurance-number).

You must also provide two forms of identification, as well as evidence about your income, savings and costs.

### If you need help to fill in your Housing Benefit form, you can:

- Ask your local Housing Benefit department
- Make an appointment to see a member of staff – please call our Customer Service Centre to arrange
- Contact a local advice agency – for example, some branches of the Citizens Advice offer this service (go to [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) to check your nearest office, or call them on **03444 111 444**).

Be aware that when you claim Housing Benefit, you are still responsible for making sure your rent is paid in full.

It can take several weeks before you hear the result of your claim. In the meantime, we will still be charging you rent. You must start making payments towards your rent as soon as you move in, or you will owe us money and we will contact you about it.

When you hear how much Housing Benefit you will get, you will know how much of your rent is covered and how much you have to find yourself. Please contact our Customer Service Centre if a back payment of Housing Benefit will not cover the whole amount you already owe.



## If your circumstances change

You must tell your Housing Benefit department if your personal circumstances change. For example, if:

- You or your partner start work, or
- Your wages increase or you work more hours, or
- Your household changes – for example, your adult child leaves home.

If you do not keep your Housing Benefit department up-to-date, you could end up having to pay money back. This is a common reason why people get behind with their rent.

## Universal Credit

Universal Credit is a single monthly payment to replace:

- Income-related Jobseeker's Allowance
- Housing Benefit
- Working and Child Tax Credits
- Income Support
- Income-related Employment Support Allowance.

Therefore, if you are claiming Universal Credit, you will not also receive Housing Benefit. Universal Credit is paid directly to claimants. You will be entirely responsible for paying your

rent out of your Universal Credit each month. If you are claiming Universal Credit it is important you tell us. We strongly recommend that people getting Universal Credit sign up to pay us by monthly Direct Debit.

For more information about Universal Credit, and other benefits you could claim, please speak to:

- Your local branch of Citizens Advice, or
- Your local benefits office, or
- Our Customer Service Centre.

## 2.5 What to do if you are struggling to pay

We do understand that sometimes people find it hard to pay their rent on time. If you are struggling to pay, you should contact our Customer Service Centre straight away.

We are here to help and we offer a free and confidential service. Some of the things we can offer include:

- **Budgeting advice** – to help you plan what you spend
- **Benefit checks** – to make sure you are getting the benefits you need
- **Support with Universal Credit applications**
- **Referral to specialist agencies** in the event of debt.

### Debt advice lines

Do not be tempted to pay for debt advice. There are good, free services available from the following organisations:

#### **National Debtline**

Freephone: **0808 808 4000**

(Monday to Friday, 9am to 9pm and Saturday, 9:30am to 1pm)

Website: [www.nationaldebtline.org](http://www.nationaldebtline.org)

#### **Step Change Debt Charity (formerly the Consumer Credit Counselling Service)**

Freephone: **0800 138 1111**

(Monday to Friday, 8am to 8pm)

Website: [www.stepchange.org](http://www.stepchange.org)

#### **Debt Advice Foundation**

Freephone: **0800 043 40 50**

(Monday to Friday, 8am to 8pm and Saturday, 9am to 5pm)

Website: [www.debtadvicefoundation.org](http://www.debtadvicefoundation.org)



## 2.6 What happens if you do not pay

If you do not pay your rent or you fail to keep to a repayment agreement, you are breaking your tenancy agreement.

We will start by sending you warning letters and try to advise and support you. If you ignore us, we will have to take further action which could end up in court. As a last resort, we could get an order from the court to evict you.

If we get as far as court, you will have court costs added to your debt. If we have to evict you, we will still need to chase you for payment. As well as losing your home, you will get a County Court Judgement (CCJ) against your name making it hard for you to get credit or a loan.

Things do not have to get that far. If you have serious problems, or you get a letter from us, please contact our Customer Service Centre as soon as you can.



section 3

*Looking after*  
**your home**



# Looking after your home is your responsibility as well as ours.

## 3.1 Who is responsible for what?

We are responsible for maintaining:

- the structure and outside of your home – including the roof and walls
- the fixtures and fittings we have provided – including your kitchen and bathroom cupboards
- services such as your gas, electricity, heating and hot water, and
- any areas you share with your neighbours.

We will also take responsibility for any boundary walls or fences that separate Guinness Partnership land from land owned by another landowner. However, they must have been there when you first moved in and we won't necessarily repair walls or fences that separate two homes.

We will maintain your front or back gate if they open onto a main or busy road, or if there is another danger present.

### You are responsible for...

Some everyday maintenance jobs, including:

- Decorating inside your home on a regular basis
- Replacing small items like light bulbs, sink plugs, tap washers, toilet seats and letterboxes
- Installing and maintaining items like your own washing machine, shower rail or curtain rails
- Repairing or replacing anything that has been neglected or damaged by you or anyone in your household
- Unblocking sinks and toilets
- Keeping a check on your gas boiler (see page 32)
- Bleeding radiators
- Ensuring that there is adequate ventilation or heat in the premises to prevent mould and condensation (please visit the Customer Service section of our website for tips to help with this)
- Garden walls, fences and gates (but see our responsibilities)
- Garden sheds (unless your tenancy agreement says otherwise).



## 3.2 Reporting a repair

You should report a repair that is our responsibility as soon as you can. If you delay, the problem could get worse.

To report your repair, please phone our Customer Service Centre or visit the Customer Services section of our website. Give us clear and accurate details and have some dates and times ready so we can arrange with you when a contractor can access your home.

We aim to send out the right contractor and get the repair completed at first visit wherever possible but, in some cases, our first visit may be to inspect the issues, so we can clearly diagnose what the problem is and decide how best to fix it or to measure up for the materials required.



### Emergency repairs

If your repair is an emergency, we aim to send a contractor within 24 hours. Examples of an emergency include:

- Complete loss of power
- No heating or hot water, particularly during cold weather
- A flood or badly leaking pipe(s)
- Doors or ground floor windows that aren't secure
- Your only toilet being broken
- Anything that poses a serious risk to health and safety.

The contractor may do a temporary repair to make the situation safe and return later to complete it – especially if you reported your emergency to our out-of-hours service and they need extra parts or time to complete the job.

### Other non-urgent repairs

We will make a convenient appointment with you to complete any other repairs in your home that we are responsible for.

However, if it is a particularly large or expensive job, we may decide to wait until our next round of planned maintenance (see page 33). We will always explain our decision if this is the case.

If we have to repair something that is your responsibility – for example, if a window gets broken – we may pass the cost on to you.

You should be able to claim on your contents insurance (see page 14) if something is damaged accidentally. If the damage was criminal, you need to report it to the police and get a crime reference number.

For more details, phone our Customer Service Centre.



## Handy Hints

Our Handy Hints booklet covers many of the areas you are responsible for. The booklet gives you details about:

- How to use tools
- Where you are likely to be able to find your stopcock
- What to do in an emergency (fire, flood, gas or power cut)
- Safety and security
- Tackling condensation and the mould that results from it
- Simple plumbing jobs you are responsible for
- Gas and electrics basics – including resetting trip switches and tips on using your heating system
- Adjusting doors and cupboards
- Decorating inside your home.

For a copy of the booklet, please phone our Customer Service Centre or download it from the Customer Services section of our website under the Repairs and Maintenance section.

## What to expect from our contractors

We monitor the performance of our contractors. We check the quality of their work and the way they behave in your home. Our contractors agree to meet our code of conduct.

This means we expect them to:

- Keep their appointments or change them in good time
- Carry and show an identity card
- Work efficiently and tidily
- Treat your home with respect
- Be polite at all times
- Clear up after themselves.

In return, we expect you to:

- Give the contractor access at the agreed appointment time – or change it as soon as possible if you won't be home
- Check the contractor's identity card
- Be polite
- Take your young children with you if you have to go out (don't leave them with the contractor)
- Smoke outside, not indoors, while staff and contractors are in your home.

## Site-based staff

We have sheltered housing that may be staffed during office hours, depending on local arrangements.

You can report your repair to these staff, so they can check the problem and:

- Sort it out themselves, or
- Report the repair to our Customer Service Centre.

## 3.3 Gas servicing

As your landlord, we are legally responsible for carrying out an annual safety check of any gas supply pipework and gas appliances that you have in your home. Annual gas safety checks are very important because faulty appliances can cause carbon monoxide poisoning.

If you have a gas supply, we will write to tell you when your check is due. Our qualified gas engineers will then make an appointment to visit your home.

### **Injunctions for access**

If you repeatedly fail to give our gas contractors access to your home for an annual check, we will have to go to court to take out an injunction against you. We will pass on our legal costs to you. This is because we have a legal responsibility to check your boiler to ensure it is safe every year.

### **Keep a check on your gas boiler**

Between checks and services, we ask you to keep an eye on your gas boiler.

Modern combi boilers are pressurised to allow the right amount of water to get into the system from your cold water supply.

To check that your boiler is working properly, you need to check the pressure gauge regularly. If the gauge is outside the normal range of 1 to 1.5 bar, please report this as a repair.

Do not attempt to top up the pressure yourself – you could cause a leak back into your drinking water.



## 3.4 Planned maintenance

To keep our homes in good condition, we have planned maintenance programmes. We keep updated details on the condition of our properties so we can plan major improvements in advance. We can be more efficient and provide better value for money if we replace or repair a large number of similar items (like kitchens) at the same time.

We will give you plenty of notice before starting any work that affects your home. Where possible, we will also give you choices about colours and designs, such as when we replace kitchens and bathrooms.

When the work is completed, we will contact you to ask how it went. Your feedback helps us to improve this service in future.

## 3.5 Aids and adaptations

We will do our best to assist if someone in your household needs changes to help them live independently. This may mean adapting your current home, or helping you to move somewhere more suitable.

We can complete small jobs including fitting grab rails but we will also consider larger jobs such as fitting a level-access shower. Larger requests sometimes have to go on a waiting list, but we do consider every request we receive.

We have a budget of our own to pay for some of this work but we can also help you claim a Disabled Facilities Grant from your local council if you are on a low income. The council will send an occupational therapist to

your home to assess your needs and check if you qualify.

To find out more about aids and adaptations, please contact our Customer Service Centre.

If you need other sorts of support to remain independent in your home, you should contact your doctor or the social services department. You may be able to arrange visits from a home care assistant, meals on wheels, a home bathing service or other forms of support. Guinness Care and Support may provide services in your area, including home care, telecare and floating support. Please contact our Customer Service Centre or visit the Care and Support section of our website to determine what services are available in your area.

## 3.6 Asbestos

If your home was built before the year 2000, it may include materials containing asbestos.

Asbestos can be a health risk if disturbed and it is often safest to leave it where it is. We will pass on the details if we know about any asbestos in your home so you can avoid disturbing it.

When the condition of any asbestos suggests a possible health risk, we bring in specialists to remove or enclose it.

To find out more, please contact our Customer Service Centre.

## 3.7 Making your own improvements

If you have a secure or assured tenancy, you have the right to arrange and pay for your own home improvements. Typical improvements could include changes to your kitchen, installing a shower over your bath or putting up new light fittings.

Before going ahead you must first get our written permission and any official permission you need from the council. When we give our permission, we may also set conditions about the way you do the work.

Providing you follow our conditions, you might qualify for compensation for your improvement if you later move out. How much we pay would depend on:

- how much the improvement cost and
- how much 'life' it had left, against the expected life of this type of improvement.

Please note that if you owe us any money, we will deduct this from the compensation we pay you.



### Satellite dishes

Installing a satellite dish counts as an improvement. Before installing a satellite dish, or doing any maintenance work on one, you must first get our written permission.

You may also need planning permission from the council to put up a satellite dish.

If you live in a block with a communal satellite dish, we are unlikely to say yes to you putting up your own.

### Sheds

You must get our written permission before putting up a shed or summer house in your garden – if granted, you would be responsible for maintaining it.

It is illegal to put up a shed that is more than 2.5 metres high within two metres of the boundary to your property and your structure must cover less than half of your garden.

You are not allowed to let someone live or sleep in your shed or summer house.





section 4

# *Your rights and* **responsibilities**



# As tenant and landlord we each have legal rights and responsibilities.

They are set out in full in your tenancy agreement. We explain some of them in this section. Do not forget that your main legal responsibility as our tenant is to pay your rent on time and in full. There are more details about paying your rent in section 2.

## 4.1 Your tenancy

Your tenancy agreement is an important document so you need to keep it in a safe place.

The type of tenancy you have depends on when you first became our tenant.

If you first became our tenant within the last year, you probably have a starter tenancy. You have fewer rights during your first year with us while we make sure you can manage your tenancy. Sometimes we extend this starter period for another six months where there is evidence of a breach of tenancy conditions.

If you have been our tenant for more than a year, you are likely to have an assured tenancy.

Some tenants will have fixed-term assured shorthold tenancies. If you have one of these, your tenancy will be for a limited time only – usually six years. There may be a probationary period at the start.

If you are unsure which tenancy you have, please refer to your tenancy agreement or ask our Customer Service Centre.



## Joint tenants

If you signed your tenancy with your partner or another member of your household, you are joint tenants. This means you each have the same rights and you are each equally responsible for every area of your tenancy, including paying the rent – even if one of you moves out. If you wish to leave your home, you must serve a Notice to Quit. If one joint tenant serves a

Notice to Quit it will end the tenancy for both tenants. If you have a fixed-term tenancy different arrangements will apply.

If you are currently a sole tenant but would like to consider including someone in a joint tenancy, please contact our Customer Service Centre to discuss this.

## Changing your tenancy agreement

Before we make any changes to your tenancy agreement, we have to consult you.

If we want to change an assured tenancy agreement, we need you to sign to say that they agree. We can only change a secure tenancy agreement after giving four weeks' notice in writing.



## How you use your home

You are required to occupy the property as your only or main home.

If you are going to be away for more than four weeks, you must write or call us to give us the details. We will need your contact address, the date you will return and the name of anyone looking after your home while you are away. You should continue to pay your rent on time and in full.

If you go and live elsewhere, or you spend a long time away without writing to tell us, we can take legal action to end your tenancy.

If you want to work from home you need our permission. We will not normally object if your business will not disturb your neighbours or cause a safety risk – for example, if you are doing office work. We would refuse permission if you wanted to do car repairs, employ staff, put in machinery or start up any business likely to cause problems to us or your neighbours.

Before you get our permission, you should also check with the council that you are not breaking any planning or public health rules.

Please contact our Customer Service Centre for more details.



## When we will end your tenancy

We will always try to work together with customers to resolve any tenancy problems. However, where we are not able to achieve this, we can evict any tenant from their home if we are granted permission by the court.

Here are some of the main reasons we could evict you:

- You owe us rent or you keep delaying your payments
- You have not looked after the property
- Your household has been causing anti-social behaviour – which could include using the property for an illegal purpose. Your tenancy agreement makes you responsible for the behaviour of everyone in your household and anyone visiting you.
- You have been violent to your partner or family and they have left – there are more details about domestic abuse on page 58
- You moved out and are sub-letting the whole property to someone else – this is a criminal offence
- You provided false information to get the tenancy
- We need to make major repairs to the property or we want to demolish it (but we can't use this reason to end a fixed-term tenancy early)
- You have broken another of the conditions set out in your tenancy agreement.

For a more detailed list of these reasons, please refer to your tenancy agreement.

## How long you can stay

Under normal circumstances, you have the right to live in your home for as long as your tenancy lasts. This means that if you have a secure or assured tenancy, you can usually stay as long as you like as long as you keep to the conditions of the tenancy agreement.

If you have a fixed-term assured shorthold agreement, you can stay until the fixed term ends. We will review your circumstances and if you still qualify for social housing, we will offer you another fixed-term tenancy.

## 4.2 Your rights

You have legal rights that you can enforce by going to court.

### Fair treatment

By law, you have the right to fair and equal treatment. We are not allowed to treat you less favourably because of your age, because you are married or in a civil partnership, because you are pregnant or have a child, because you have a disability, because of your race, colour, nationality, ethnic or national origin, or because of your sex or sexual orientation.

To make sure we treat all our customers fairly, we keep detailed information about you and your household. This is why we ask you personal questions when you sign up for a tenancy. We may also phone you or ask for information when we see you face-to-face.

You do not have to give us sensitive personal information but it does help us to improve our services if you do. Holding information about our customers means that we can look in detail at who is successfully using our services and who is most satisfied with our services. We can make sure we are not favouring some customer groups over others.

We also ask which language you prefer to use and how you like us to communicate with you so we can give you the right help, support and information when you need it.

We are always careful about who we share your information with. See 'How we use your information', on page 42, for more details on this.



## Keeping you informed and consulting you

You have the right to be given important information about your home and tenancy. We must also consult you before we make any major changes to:

- Your tenancy
- The way we manage and maintain your home
- The way we provide you with services.

You will find some of this information in this handbook, as well as in your tenancy agreement and on our website.

## How we use your information

We keep the information you give us secure and we use it to provide you with housing and other services.

We share relevant information about you with the partners who work with us – for example; our contractors that are providing services to you and the Housing Benefit department when they are sorting out your claim. We also give your contact details to specialist survey companies so we can find out for us what you think of our services.

We have a duty to pass on information to some agencies. For example, we have to tell the council who lives at the property, so they can send a Council Tax bill. We also have to tell your water company.

We can pass on information if we know about a crime or fraud. We would also pass on the details to social services or the police if we knew

We will also:

- Keep you informed about our policies and ways of working
- Let you know how we perform as a landlord
- Consult you when we plan significant changes
- Give you opportunities to get involved in your estate, your area, or the overall work of The Guinness Partnership (see section 7).

that a child or older person was being abused. There are more details about this in our Safeguarding Policy.

We ask you to sign a declaration on the bottom of your application form showing you understand how we will use your information. A full Privacy Notice is available on our website or from our Customer Service Centre explaining how we use information. By signing this, you are also giving your consent to us to pass on data to other organisations, for example, to organisations for research purposes so we can find out for us what you think of our services.

For more information, please contact our Information Management team by email on [informationmanagement@guinness.org.uk](mailto:informationmanagement@guinness.org.uk) or phone our Customer Service Centre.



## Accessing information we hold about you

Under data protection law, you have the right to ask us for a copy of the personal information we hold about you on our computers and on file. We make an administrative charge for this service.

If you disagree with any of the information, you can ask us to correct it or record your disagreement.

If you want to see your information, please contact our Information Management team or Customer Service Centre and ask for a copy of our 'Subject Access Policy and Request Form'.

## Your 'right to repair'

Your tenancy agreement may give you the 'right to repair'. Please see section 3 for details on how to report a repair.

If we fail to complete certain repairs in line with our target timescales, you can follow a set procedure to get us to sort it out.

If we fail to sort out the problem a second time, you have the right to get your own contractor to do the work and charge us for it – providing you tell us first and get three quotes.

In practice, this right is complicated to use and you need to follow the rules closely. Please phone our Customer Service Centre for further details.

## Your 'right to improve' your home

If you have an assured tenancy, you have the right to arrange and pay for your own improvements to your home. There are more details about this on page 35.

## Your 'right to acquire' your home

Your home can be bought under the 'right to acquire' if it was built or bought with the help of social housing grant approved after 31 March 1997. This right does not apply if the property is in a small village of fewer than 3,000 people, or if it was built for people with special needs.

For you to qualify to use this right, you must also have become a housing association tenant at least five years ago.

To see if your home qualifies and to find out more about the costs involved, please contact our Customer Service Centre.

## Lodgers and sub-letting

You have the right to take in a lodger as long as you do not overcrowd your home. The maximum number of people who can live in your home is shown on your tenancy agreement.

A lodger is someone who stays at the property as long as you say they can – it is an informal arrangement. They do not have the right to stop you going into their room. They do not have a legal agreement with you or a rent book.

Before you allow a lodger to move in, please contact our Customer Service Centre to let us know their name, age and sex.

If you are an assured tenant and you want to give someone exclusive use of part of your home, this is known as sub-letting. When you sub-let, you

make a formal agreement allowing your sub-tenant to use certain rooms and to share other facilities you agree on.

Before allowing someone to sub-let in this way, you must first get our written permission. We will not refuse permission without a good reason.

You are not allowed to move out and sub-let the whole of the property. If you do this, you are committing social housing fraud which is a criminal offence. In the most serious or repeat cases, you could be sent to prison for up to two years and receive a fine of up to £50,000. We would also apply to the court to take back the property. You also lose your 'assured' status which cannot be regained by moving back in. Your tenancy can be ended by the serving of a four-week Notice to Quit.



When you take in a lodger or sub-let part of your home, be aware that the rent they pay may affect any benefits you get. You must tell your benefits office that your circumstances have changed.

When you move out, your lodger or sub-tenant must move out too. We are not responsible for finding them somewhere else to live.

## What happens when a tenant dies ('succession')

If an assured or secure tenant dies, in certain circumstances, their home can pass to someone else. This is known as 'succession'.

If you have a secure tenancy, please contact our Customer Service Centre to discuss the succession rights around your tenancy.

If you are an assured tenant, your spouse, civil partner or a live-in partner can succeed to your tenancy, providing they can prove they were living with you at the time of your death.

However, there are no automatic succession rights if you were already a successor before your death. This

includes if you were originally a joint tenant.

To take up any right to succeed, your spouse, civil partner or live-in partner must write to us within three months of your death and we must confirm by writing back to them.

If no-one qualifies to take over the tenancy, we may consider granting a tenancy for the property, or a suitable alternative, to another family member, subject to eligibility criteria.

For more details, please contact our Customer Service Centre and ask for a copy of our policy on succession.

## Passing on the tenancy ('assignment')

Your tenancy can pass to someone else if:

- You are swapping homes with another social housing tenant (see page 63), or
- You are passing it on to someone who could be a successor if you died, or
- A court orders you to pass the tenancy to your spouse, civil partner or live-in partner.

For more details, please contact our Customer Service Centre.





section 5

# *Our* **service**





## 5.1 Service standards

We want to ensure you get great service each and every time you contact Guinness, so here is what you can expect from us:

### When you telephone:

- We will aim to answer your call within 30 seconds
- Our staff will always give you their name
- If we need to ring you back, we will return your call as soon as we can and no later than two working days.

### When you email:

- If we can not resolve your enquiry within one working day, we will let you know who is dealing with it and when you can expect a full reply.

### When you write to us:

- We will get back to you as soon as possible and within five working days

- If we can not resolve your enquiry within five working days, we will let you know who is dealing with it and when you can expect a full reply.

### If you need us to visit you at home:

- We will always agree an appointment time with you in advance
- We will ensure that our staff and contractors always show you their identity badge.

**While we work hard to provide great service, there may be times when we do not get things quite right.** When we make a mistake, we will always:

- Apologise and aim to put it right
- Make improvements to avoid the same mistake happening again.

We aim to treat all of our customers fairly and with respect. If you need any additional help, please let us know and we will make sure we communicate with you in a way that meets your needs.

## 5.2 Making a complaint

We hope you are happy with the service we provide and that you never have a reason to complain. If we fail to deliver a service that we are responsible for or you feel our staff have not behaved as they should, we want you to tell us so we can put things right and learn from our mistakes.

You can make a comment, compliment us, or make a complaint, by:

- Visiting **[www.guinnesspartnership.com/complaints](http://www.guinnesspartnership.com/complaints)**
- Emailing **[complaints@guinness.org.uk](mailto:complaints@guinness.org.uk)**
- Phoning us
- Writing to us
- Speaking to any member of staff.

For a full copy of our Complaints Policy, please contact our Customer Service Centre.



### Who can complain

Anyone who uses our services, or who is affected by them, can make a complaint.

If you would prefer for someone else to make a complaint on your behalf please contact us in writing and let us know their details. We recognise the following advocates:

- A health or care worker
- Someone who has Power of Attorney for you
- A guardian
- An MP or councillor
- Someone qualified to act as an advocate (who has Advocacy Quality Performance Mark accreditation).

We will consider recognising other advocates if you ask us to.

### What you can expect from us

- We are committed to taking all complaints seriously and dealing with them efficiently
- We will be clear about how we will use the information you give us
- We will treat you fairly and with respect
- We will give you extra help if you need it – including translations, Braille versions or audio tapes of information.

Please note:

- We reserve the right to refuse to deal with people who keep making unfounded complaints
- We don't accept complaints about things that happened more than six months ago
- If your complaint is about a legal or insurance matter, we will handle it outside our complaints process
- We handle complaints about anti-social behaviour differently (see page 56).

## How we will handle your complaint

When we get your complaint we will try to sort it out straightaway. If we have made a mistake we will apologise and let you know what we are doing to put things right.

Sometimes we need more time to investigate. We will let you know and aim to agree a solution with you within two working days.

If two days is not long enough for a thorough investigation (because the complaint is very complex for example), we will let you know and work with you to agree a solution within a further 10 working days.

If your complaint is about our regulated care services, the process may take up to 28 days.



Do you think we've got it wrong?



How to make a complaint and what you can expect from us

## How to take your housing complaint further

If you are not satisfied and feel your complaint has not been dealt with properly please do let us know. If we still can't resolve the complaint, you can refer it to a local councillor or MP (a 'designated person'). They will either try to resolve the problem between you and us or may refer your complaint in writing direct to the Housing Ombudsman.

You can go straight to the Housing Ombudsman if you prefer but you would need to wait eight weeks after receiving our final response.

To contact the Ombudsman, write to 81 Aldwych, London WC2B 4HN, phone **0300 111 3000**, or email **info@housing-ombudsman.org.uk**

## How to take your care and support complaint further

If you are not happy with our response to your complaint about any of our care services, including our regulated care homes, you can take it to your local authority or the Local Government Ombudsman.

To contact the Ombudsman, write to PO Box 4771, Coventry CV4 0EH, phone **0300 061 0614** or **www.lgo.org.uk** and complete a complaints form.

## 5.3 Compensation

If we are unable to put things right after failing to meet our responsibilities, we may offer you financial compensation.

This would usually be if we have been negligent and, as a result:

- Your belongings have been lost or damaged – we would need evidence and we would make a deduction for wear and tear, or
- You have not been able to use your normal facilities, or
- Our failure has caused you significant distress.

In some cases, your claim would be dealt with by our insurance company.

We cannot compensate you and neither will our insurance company if:

- You caused the problem yourself – for example, if you caused a leak by fitting a shower badly, or
- The problem was caused by your neighbour, or
- The problem was caused by someone carrying out work that was not authorised by us.

We recommend that you have your own contents insurance to cover your belongings (see page 14).

If we ask you to move out of your home, temporarily or permanently, so that we can carry out major building works, we will pay your removal expenses and other agreed 'disturbance' costs. You always have the right to seek independent advice, for example from a solicitor or Citizens Advice.

## 5.4 Customer surveys

Once you have settled into your Guinness home, you may like to consider getting involved with us; for example, by influencing the way we deliver services to you.

There are lots of ways you can do this – please ring the Customer Service Centre, ask your local Neighbourhood Officer or visit our website if you would like more information.

To make sure we are doing a good job of providing you with services, we encourage you to give us your feedback and we survey customers about their satisfaction with our services and our overall performance as your landlord.

We use specialist research firms to carry out much of this research. Because they are independent, it means that you can tell them exactly what you think. This gives us a more accurate picture of customer satisfaction with our services.

When we use a survey firm, they work to standards set by the market research industry. For example, they are not allowed to use your details for any other purpose.





section 6

*Your*  
**neighbourhood**



## 6.1 Taking care of your estate

Our neighbourhood teams are responsible for making sure that your homes, schemes and estates and the land around them are kept in good condition. They also look out for any problems developing in your area.

You know your community even better than we do. That is why we often invite customers to join us when we are carrying out estate inspections.

## 6.2 Being a good neighbour

We ask you to be a good neighbour by sticking to simple guidelines designed to keep your community safe and attractive as a place to live. Some of these guidelines form part of your tenancy agreement.

- **Try not to be too noisy** – keep loud jobs to reasonable hours and warn people if you are having a party (and keep the noise level down and turn off music before 11pm)
- **Dispose of your rubbish properly** in the bins provided
- **Never dump large items in communal areas** – call the council to collect them
- **Do not leave items like bikes, buggies, unauthorised scooters and plants in shared areas** – they could stop people getting out in an emergency. If you ignore this, we may remove your belongings
- **Be considerate when you are parking** and respect disabled parking spaces
- **Do not let your car or home burglar alarm cause a nuisance**
- **Look after your garden properly** (see page 15)
- **Keep your children under control** and do not permit anti-social behaviour
- **Make sure everyone in your household, including your visitors, behave properly**
- **Keep proper control over any pets** you have permission to keep (see page 14)
- **Always treat others politely and with respect**
- **Follow any particular rules for your community.**

Remember, do not let anyone in your household, or anyone visiting you, break your tenancy conditions – or you could end up losing your home (see page 40).



## Give and take

Living alongside other people takes a bit of give and take.

Your neighbours may not realise they are causing a nuisance. A polite and friendly word may well be enough to solve your problem.

Being a good neighbour also means being tolerant. You will always hear some noise from your neighbours and children will always play. Try to recognise that people have different lifestyles. For example, not everyone gets up and goes to bed at the same time. Being thoughtful and being tolerant can prevent a lot of problems from escalating.

## 6.3 Anti-social behaviour

### What is anti-social behaviour?

Anti-social behaviour (ASB) is persistent behaviour that causes, or is likely to cause, nuisance, annoyance, harassment, alarm or distress.

It can include:

- Excessive noise
- Untidy gardens
- Verbal and physical abuse or threats
- Harassment based on something about a person – for example, their race, sexual orientation or disability
- Criminal activity
- Violence or hate crimes
- Domestic abuse
- Making spiteful complaints
- Barking dogs or dogs fouling
- Drug use, storage, sale or cultivation.

We take anti-social behaviour very seriously. We believe everyone should have the right to enjoy their home in peace. Our staff, contractors and anyone else visiting our offices and properties should also be able to go about their business safely and free from abuse.

When we get a report of serious anti-social behaviour, we will work in partnership with the police and the council to take action.



We introduced starter tenancies to help protect our existing communities (see page 38). We give new tenants a year (or sometimes longer) to prove they are good tenants and neighbours before giving them a full tenancy.

For more details about our anti-social behaviour policies and starter tenancies, please contact our Customer Service Centre.



## What you can do

If the anti-social behaviour is serious, or your neighbour will not stop causing a nuisance, you should report the problem as soon as possible by phoning our Customer Service Centre even if it is outside of office hours.

If you suspect that criminal activity is involved, please phone the police. Dial 999 for a genuine emergency or 101 to report a crime or concern that does not need an emergency response.

We will give you an 'incident log' to keep a record of any further incidents and we will encourage you to get other witnesses to contact us.

If the problem is noise-related, you can also complain to the environmental health department at your local council. They have more powers to deal with noise nuisance than we do.

## What we can do

If the neighbour causing your problem is our customer, we can warn them about their behaviour – in writing or in person. In most cases, this resolves the problem. We may also ask them to sign up to some form of voluntary acceptable behaviour contract.

If the neighbour causing your problem is someone else's tenant, we can talk to their landlord.

In some cases, we may offer to set up independent mediation so you can both put your side forward and try to resolve your dispute.

If there are more general problems in your area, we can work with local partners, including the police and local councils, to find ways to tackle local problems.

When nothing else works, we may take legal action.

We can go to court to ask for:

- An anti-social behaviour injunction, ordering the person to stop behaving badly or to do something positive (for example, attend drug rehabilitation course) – with or without the power of arrest
- An injunction that will exclude someone from their home because they have been violent or someone is at risk of harm
- Permission to 'demote' the person's tenancy, making it easier for us to evict them if problems continue
- Permission to evict the person straightaway for a serious breach of their tenancy agreement.

The police and councils also have new powers to protect communities and public spaces.

We can only go to court if we have sufficient evidence, so we sometimes ask victims if they are willing to be witnesses. We would talk you through what this involves and let you decide.

## Our offer of support

Anti-social behaviour can be stressful for victims – we will offer you support and we may put you in touch with other organisations who can help.

As well as taking a firm line on their bad behaviour, we will sometimes offer support to the person causing the nuisance.

People sometimes behave badly because they are struggling to manage other problems. For example, we might be able to refer them for help if they have debts, or if they are abusing alcohol or drugs, have an illness, or are having problems controlling their children.

## Harassment

We take harassment particularly seriously. We will not put up with harassment of anyone because of their age, because they are married or in a civil partnership, because they are pregnant or have a child, because they have a disability, because of their race, colour, nationality, ethnic or national origin, or because of their sex or sexual orientation.

If someone tells us they have been the victim of a racist or hate incident,

we will take that report seriously, respond by the next working day and do all we can to take action and give support.

If you think you are being harassed because of something about you please contact our Customer Service Centre as soon as possible.

We will remove racist or other forms of offensive graffiti as quickly as we can. Please report it straight away.

## Domestic abuse

Domestic abuse is when someone is threatened or hurt by a member of their family, or by someone they are, or have been, in a relationship with.

It can involve:

- Threats or violence
- Psychological abuse
- Sexual abuse
- Financial abuse
- Emotional abuse.

Abusers are often spouses or partners who may or may not still live with the victim. The people involved can be any combination of men or women, gay or heterosexual.

If you suffer from domestic abuse, we would like to help. We can meet with you in a safe place, away from your home if you want, so you can think about your options. We will keep your information confidential. We can also help to make your home more secure.

For more information see the details at the top of the opposite page.

For more information about domestic abuse, you can also phone the helpline run by Refuge and Women's Aid on **0808 2000 247** or go online to their website at **[www.nationaldomesticviolencehelpline.org.uk](http://www.nationaldomesticviolencehelpline.org.uk)**.

Support for men suffering from domestic abuse can be sought through the Men's Advice Line on **0808 801 0327** or through their website: **[www.mensadvice.org.uk](http://www.mensadvice.org.uk)**

## Protecting people with care and support needs

People such as the elderly, children, people with physical and/or learning disabilities, people with mental health needs and people who misuse substances and/or alcohol can find themselves in vulnerable circumstances and at risk of abuse, harm and neglect.

Abuse can take many forms – for example, it can be:

- Physical
- Emotional
- Neglect
- Discriminatory
- Domestic
- Sexual
- Financial.

Adults in need of care and support may be abused at home or within a community setting by a known individual or a stranger. They may be abused by another adult with care and support

needs, their carer, family and friends, paid workers, people in positions of trust or a child or young person.

It is important that all such abuse is reported as social care services can be offered.

If you are suffering from abuse, neglect or harm, or you know someone who is, we will try to help. Let us know in confidence and we will work with you and other care professionals to protect you.

For the Action on Elder Abuse helpline, phone **080 8808 8141** or go online to **[www.elderabuse.org.uk](http://www.elderabuse.org.uk)**

For the NSPCC (National Society for the Prevention of Cruelty to Children) helpline, phone **0808 800 5000** or go online to **[www.NSPCC.org.uk](http://www.NSPCC.org.uk)**





section 7

# Moving on



There may come a time when you would like to move home. This might be because:

- You need a more suitable home,
- You want to be nearer your work or someone who supports you, or
- Your household has grown or got smaller.

There are several ways you can look to move.

## 7.1 Getting a transfer

One option, if you already live in a Guinness home, is to apply for a transfer with us. You normally have to live with us for a year first but we can make an exception in an emergency.

When you apply for a transfer with Guinness, we put you on a waiting list. Your chances of a move depend on how high a priority we give you, how long you have waited and the level of demand for homes in your

area. Please contact our Customer Service Centre to ask for a copy of our Allocations Policy, which explains our priority levels.

If you want to move because you are living in a home that is too big for you (known as 'under-occupying'), we may be able to give you extra support. In some areas, your move could also help a growing family get a more suitable home.

## 7.2 Getting a move through choice-based lettings schemes

In many areas, we work in partnership with other landlords and the local council to offer moves using an online choice-based lettings system. You would need to register online.

Schemes work slightly differently in different areas but you are usually given a priority level and told what size of property you qualify for. You can

then begin bidding for properties that interest you.

We can give extra support to tenants wanting to move through choice-based lettings if they are under-occupying.

To find out more about schemes in your area, please contact our Customer Service Centre.

## 7.3 Swapping homes with another tenant (mutual exchange)

If you are a secured, an assured or a fixed-term tenant you have the right to swap homes and tenancies with another housing association or council tenant. This is known as a 'mutual exchange'.

You cannot swap while you are still on a starter tenancy (see page 38).



### Finding a home to swap

You can look to exchange your home by:

- Advertising – for example, by putting up notices in local shops
- Looking online through a local choice-based lettings scheme that offers this facility
- Checking if your local council has a list of people looking for a swap
- Registering online with HomeSwapper, the national mutual exchange scheme, at [www.homeswapper.co.uk](http://www.homeswapper.co.uk) – this is free for our tenants, because we are a partner member
- Registering online with [www.houseexchange.org.uk](http://www.houseexchange.org.uk) – this is a UK-wide scheme. Contact our Customer Service Centre to ask if this applies to you.

### Getting our permission

Once you find a home to swap, you need written permission from both landlords before you can move. Contact our Customer Service Centre to ask for a mutual exchange information leaflet and application form.

We will give you a decision within six weeks and we will not say no unreasonably. However, we can delay or refuse permission if, for example:

- You owe us rent
- You have not completed repairs that are your responsibility, or
- Your home provides wheelchair access or other special facilities that the other party does not need.

When you contact us, we can also advise you about how your housing rights might change. This is important because, when you swap homes, in most cases you also swap tenancies.

## 7.4 Moving to access support

If you are finding your home a bit too hard to manage, you might want to consider a move to access more support.

For example, if you are getting older, you might want a move to a sheltered scheme. These schemes allow people to live independently in their own flat or bungalow, with the added security of a 24-hour alarm system.

There are usually shared facilities such as a communal lounge or laundry. Some schemes have a member of staff on site who can help you to get any additional support you need.

Guinness Care and Support manages many sheltered, supported and extra-care schemes in different parts of England. To find out more about accessing housing with support, please contact our Customer Service Centre.

If you would prefer to stay in your own home, see 'Aids and adaptations' on page 34.

## 7.5 Help to buy a home of your own

If you would like to become a home owner and are able to meet affordability criteria, there are currently four schemes designed to help people onto the housing ladder.

### Shared ownership

The Guinness Partnership, together with other housing associations, develops homes which allow purchasers to buy in stages. Typically, initial shares of between 25% and 75% of the full cost of the home are purchased and a subsidised rent is charged on the remaining value.

In most cases (although there are some exceptions) shared owners are able to purchase further shares until

the property is purchased outright.

To qualify for shared ownership purchasers should have a household income not exceeding £60,000 (£66,000 in London for homes with less than three bedrooms and £80,000 for homes with three bedrooms and above) and should not own another property. Most lenders will now ask for a deposit of at least 5%.

Some shared ownership schemes are aimed at people over the age of 55, where only a share of up to 75% of the property can be purchased. No rent is payable on the remaining share when 75% has been purchased.

There is also a shared ownership scheme for people with disabilities, called HOLD (Home Ownership for people with Long-term Disabilities).

For details of all shared ownership properties currently on offer from The Guinness Partnership, please visit the Guinness Homes website

[www.guinnesshomes.co.uk](http://www.guinnesshomes.co.uk) or call **0844 800 2020**.

## Help to Buy equity loans

Under this scheme, the Government will give you a loan of up to 20% of the price of a property costing less than £600,000. You need a deposit of 5% of the property price and a mortgage to cover the remaining 75%.

After the first five years, you pay a fee each year for your equity loan. You must pay back your loan after 25 years or earlier if you sell your home. You repay the loan as a percentage of the current value of the property.

## Help to buy mortgage guarantees

Most mortgage lenders now require high deposits before they will give you a mortgage. Under this scheme, you can buy a property with a deposit of 5% of the purchase price, because the Government guarantees payment on part of what you borrow. The property has to cost less than £600,000 and it cannot be a shared ownership or shared equity purchase.

If you are interested in any of these schemes, you need to register with your local HomeBuy agent. Go online to [www.helptobuy.org.uk](http://www.helptobuy.org.uk) to find out more.

## Buying your existing home

You may have the right to purchase your Guinness home. See page 44 for more details (right to acquire section).



## 7.6 Moving out checklist

Here are some of the things you need to remember when you are moving out:

### **Give us notice**

If you are an assured or secure tenant, you must give us at least four weeks' notice (or at least one calendar month if your tenancy is monthly) in writing that you plan to leave.

If you are a fixed-term tenant, you will need our written permission before giving up your tenancy early.

In your letter, include the day you expect to move out and convenient times when someone can come to inspect your home. Do not forget to tell us where you are moving to.

Be aware that we will charge you rent for the full notice period if you move out earlier – unless you are moving to another of our properties, or doing a mutual exchange (see page 63).

### **Pay the rent you owe**

You must pay your rent and any other amounts you owe us before you move. We will tell you how much to pay.

If you leave owing us money, we will make efforts to recover the money you owe. We may also pass on your name to a debt collection agency, as well as telling credit reference agencies – which might stop you getting credit in the future.

### **Let us inspect the property**

Before you leave, we will inspect your home to check its condition. We will tell you if you need to do any work before you leave.

If you cannot, or do not do this, we may have to charge you for the cost of sorting things out.

### **Let people view your home**

We will ask you to show your home to possible new tenants. They will always come with a member of our staff.

### **Hand over your keys**

You must return your keys on time, or we may charge you further rent. We will tell you what to do with the keys if you do not have a local office.

### **Take everything with you**

Leave your home clean and tidy, and remove any rubbish. We may charge you for removing anything you leave behind.

## Sort out your suppliers

On the day you move, you need to take readings for any gas, electricity or water meters you have installed at your old address. Make sure all your utility companies know you are moving (see page 11).

Get the landline phone disconnected at your old address and arrange for connection at your new one (if you are not moving far, you may even be able to keep your number).

Turn off your water at the stopcock before leaving. Switch off your electricity at the fuse box and your gas at the meter (if you have one). Do not ask for these services to be disconnected.

## Tell people you are moving

Just as when you moved in, you need to tell everyone you are moving and update the records many organisations have for you.

See the 'Telling people you have moved' list on page 12.



## **Translation Services.** This document is also available in other languages, large print, Braille and audio format on request.

### **Arabic**

هذا المستند متوفر بلغات أخرى، وبطباعة كبيرة، وبطريقة برايل للمكفوفين، وبتنسيق صوتي وذلك عند الطلب من مكتبك المحلي.

### **French**

Ce document est disponible dans d'autres langues, en gros caractères, en Braille et en format audio sur demande auprès de votre bureau local.

### **Polish**

Na życzenie, niniejszy dokument dostępny jest w lokalnym biurze w innych językach, wydrukowany dużą czcionką, pisany językiem Brajla lub w wersji dźwiękowej.

### **Portuguese**

Este documento encontra-se disponível em outros idiomas, em letras aumentadas, em Braille e em formato áudio no seu gabinete local.

### **Punjabi**

ਤੁਹਾਡੇ ਸਥਾਨਕ ਆਫਿਸ ਦੁਆਰਾ ਬੇਨਤੀ ਕੀਤੇ ਜਾਣ 'ਤੇ ਇਹ ਦਸਤਾਵੇਜ਼ ਦੂਜੀਆਂ ਭਾਸ਼ਾਵਾਂ, ਵੱਡੇ ਅੱਖਰਾਂ, ਬ੍ਰੇਲ ਅਤੇ ਸੁਣੇ ਜਾ ਸਕਣ ਵਾਲੇ ਰੂਪਾਂਤਰ ਵਿੱਚ ਉਪਲਬਧ ਹੈ।

### **Somali**

Dokumentigaan waxaa lagu heli karaa luqado kale, daabacad far waa-weyn, farta indhoolaha Braille iyo hab la dhegaysan karo markii aad ka soo codsato xafiiska xaafaddaada

### **Spanish**

Este documento está disponible en otros idiomas, imprenta grande, y en formato Braille o audio. Puede solicitarlo en la oficina de su localidad.

### **Turkish**

Bu belge, yerel ofisinizden talep edilmesi koşuluyla; başka dillerde, büyük puntoyla basılı olarak, Braille alfabesinde ve sesli formatta da mevcuttur.

### **Urdu**

یہ دستاویز دیگر زبانوں، بڑی چھپائی، بریل اور صوتی شکل میں اپنے مقامی دفتر سے درخواست کر کے حاصل کی جاسکتی ہے۔





## Tenancy Agreement for Relets

### PARTICULARS OF TENANCY

**Name of Association**

THIS TENANCY AGREEMENT IS BETWEEN THE GUINNESS PARTNERSHIP LIMITED ("the Association") which is registered with the Housing Corporation under Section 1 of the Housing Act 1996.

**Address of Association**

**30 Brock Street, Regent's Place, London, NW1 3FG** which is also the Address for services of notices (including notices of legal proceedings) on the Association. This clause constitutes notice to you for the purposes of Section 48(1) Landlord and Tenant Act 1987

**AND**

**Full name of tenant**

.....  
("the Tenant") (in the case of joint tenants, the term "Tenant" applies to each of them and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement).

**Address**

in respect of: .....  
.....  
.....  
("the Premises")

**Description of Premises**

which comprises: .....  
.....

In these conditions "Premises" shall mean the dwelling, including fixtures and fittings and the garden, paths, hedges and/or fences owned by the Association which are the subject of the Tenancy.

**Date of Start of Tenancy**

The Tenancy begins on..... and is an assured non-shorthold tenancy for an initial term of one week and continuing weekly thereafter until determined, the terms of which are set out in this Agreement.

Weekly Rent	£ (	)
Heating Charge*	£ (	)
Water and Sewerage Charge*	£ (	)
Gas Charge*	£ (	)
VAT	£ (	)
<hr/>		
Total Weekly Payment	£ (	)
<hr/>		

\*Delete if not applicable

(2012 Revision)

**Services to be provided by the Association**

Costs to be included as part of weekly Rent:

Communal Lighting, Communal Cleaning and Grounds Maintenance £ \_\_\_\_\_

I/We have read, understood and accept the terms and conditions contained within this tenancy agreement which include the standard terms and conditions annexed hereto.

**Signed**

.....

**Dated**

.....

on behalf of the Association

In the case of a Joint Tenancy each Tenant must sign

**Signed by the tenant**

.....

**Dated** .....

**Signed by the tenant**

.....

**Dated** .....

**Signed by the tenant**

.....

**Dated** .....

The Association operates a formal complaints procedure which is outlined in the Tenant's Handbook. If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, he/she should first complain to the Association in writing giving details of the breach or non-performance. If the Association fails to deal with the complaint, or, in the Tenant's view, continues not to comply with the Agreement the Tenant can obtain advice and information about his or her remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor. If still dissatisfied after the complaints procedure has been exhausted the Tenant shall have the right to refer the matter to the Housing Association Tenants' Ombudsman Service.

**The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which the Tenants' Guarantee applies.**

The provisions of Section 196 of The Law of Property Act 1925 relating to Notices shall apply as if this Agreement was a Lease.

It is hereby agreed that any information or Notice served by the Association upon the Tenant shall be validly and effectively served if it is delivered to the Premises in a letter addressed to the Tenant or sent by post in a letter addressed to the Tenant at the Premises if in the last instance the letter is not returned through the Post Office undelivered and that service shall be deemed to be made at a time in which the letter would in the ordinary course be delivered.



THE GUINNESS PARTNERSHIP LIMITED

ANNEX

STANDARD  
TERMS AND  
CONDITIONS

(ASSURED)

# THE GUINNESS PARTNERSHIP LIMITED

## ANNEX

### STANDARD TERMS AND CONDITIONS

#### GENERAL TERMS

1. It is agreed as follows:-

#### **Payments for the Premises:**

(1) The weekly payments for the Premises at the date of this Agreement are as set out in the Particulars. In this Agreement the term 'Rent' refers to the Rent set out in the Particulars or as varied from time to time in accordance with this Agreement.

(2) The payments of Rent and (where applicable) Utilities Charges are due in advance on Monday in each week. Rent will be collected in accordance with the provisions of Clause 3(2).

#### **Changes in Rent**

(3) (a) The Rent payable under this Tenancy shall be increased on the first day in April following the start of this Tenancy ("the First Review Date"). The Rent payable from the First Review Date shall be the amount specified in a notice given to the Tenant by the Association unless the Association and the Tenant agree to an alternative figure. PROVIDED THAT the new Rent shall not exceed a sum equal to the Rent payable immediately prior to the First Review Date increased by 12% above the percentage increase in the RPI (being the percentage by which the RPI published in November in the year immediately preceding the year in which the First Review date falls exceeds the RPI published in November of the immediately preceding year) PROVIDED ALWAYS that for the purposes of clause 1(3) RPI shall mean the United Kingdom General Index of Retail Prices or in the event that such index ceases to be published or if the basis of calculation is changed such other published index of retail prices or the value of money as the Association acting reasonably shall decide.

(3) (b) After the First Review Date the Association shall be entitled to increase the Rent in accordance with Sections 13 and 14 of the Housing Act 1988 by giving the Tenant not less than one calendar month's notice in writing of the increase ("The Notice") whereupon the following provisions shall apply:-

(i) the first increase (following the increase referred to in clause 1(3) (a)) shall take effect no earlier than one year after the First Review Date;

- (ii) the Notice shall specify the new Rent;
- (iii) the Rent shall not be increased more than once a year;
- (iv) no increase in Rent shall take effect less than a year after the last increase;
- (v) the new Rent shall be the amount specified in the Notice unless the Association and the Tenant agree to an alternative figure or the Tenant exercises his/her right to refer the Notice to a Rent Assessment Committee to have a market rent determined in which case the maximum Rent payable for one year after the date specified in the Notice shall be the Rent so determined PROVIDED ALWAYS that the increase in Rent in any period of 12 months shall be limited to the percentage increase detailed in the provisos to clause 1(3)(a) (Save the First Review Date shall refer to the first day in April of the year in which the increase is to take effect).

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

- (c) Notwithstanding the provisions of Clause 1(3)(a) and 1(3)(b) above the Association may at any time during the Tenancy agree with the Tenant that the rent shall be increased in return for improvements to the Premises carried out by the Association and any such agreement shall specify the amount of the increase the date from which it will take effect and the improvements to which it relates. Any increase in Rent agreed between the Association and the Tenant under this clause 1(3)(c) shall not affect the right of the Association to increase the Rent under Clause 1(3)(a) or 1(3)(b) above.

#### **Utilities Charges**

- (4) (a) Utilities Charges (if any) for Heating Water and Sewerage and Gas in respect of any twelve month period ending on 31 March ("the Account Year") shall be computed before the beginning of the Account Year in accordance with Clause 1(4)(b).

- (b) The Utilities Charge shall consist of a sum comprising the expenditure the Association estimates it is likely to incur in the Account Year upon the provision of those services shown in the Particulars the cost of which is to be met by payment of the Utilities Charge.
- (c) As soon as practicable after the end of each Account Year the Association shall determine and certify the amount by which the estimate referred to in Clause 1(4)(b) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Tenant with a copy of the Certificate and the Tenant shall be allowed or as the case may be shall pay forthwith upon receipt of the Certificate the excess or the deficiency.

### **Housing Benefit**

- (5) (a) The Association will provide advice and assistance to the Tenant in relation to any claim which the Tenant may be entitled to make against any public body in respect of Housing Benefit.
- (b) In the event that the Tenant shall be entitled to receive Housing Benefit from the Local Authority (the "Council"), and shall have agreed in writing with the Council that the Council shall pay such Housing Benefit direct to the Association, and the amount of any payment received from the Council will be credited to the Tenant's Rent Account. In this event should the circumstances of the Tenant change with the result that the Tenant's entitlement to Housing Benefit is affected the Tenant shall immediately inform the Association and the Council accordingly and any overpayment which is lawfully recoverable may be reclaimed by the Association from the Tenant.
- (c) In the event that the Tenant shall not have agreed with the Council that Housing Benefit shall be paid direct to the Association no credit will be made to the Tenant's rent account and the Tenant shall be responsible for payment of the full Rent in accordance with the provisions of clause 3(2).
- (6) In the event of the Tenant vacating the Premises to become the Association's tenant in another property:-
- (a) the Association shall be entitled to appropriate all payments subsequently made by the Tenant as being in settlement of any outstanding debt due from the Tenant to the Association in respect of the Premises or the Tenant's occupation thereof, or
- (b) the Association shall be entitled to credit the Tenant's rent account in respect of the new tenancy with any sums due from the Association to the Tenant in respect of this tenancy.

### **Altering the Agreement**

- (7) With the exception of any changes in Rent or Utilities Charges this Agreement may only be altered by the agreement in writing of both the Tenant and the Association.

## **THE ASSOCIATION'S OBLIGATIONS**

2. The Association agrees:-

### **Possession**

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

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

- (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:
- (i) access is required to inspect the conditions of the Premises or to carry out repairs or other works to the Premises or adjoining property: or
- (ii) a Court has given the Association possession by ending the Tenancy.

### **Repairs**

- (3) (a) To maintain the structure and exterior of the Premises in a reasonable state of repair including:-
- (i) drains, gutters and pipework;
- (ii) the roof but not including any aerial or satellite equipment erected on it by the Tenant;
- (iii) outside walls, outside doors, window-sills, window catches, sash cords and window frames including necessary external painting and decorating;
- (iv) internal walls, floors and ceilings, doors and door frames and skirting boards but not including internal painting and decoration;
- (v) chimneys, chimney stacks and flues but not including sweeping;
- (vi) principal pathways, steps or other means of access;
- (vii) plaster work;
- (viii) integral garages and stores;
- (ix) boundary walls, gates and fences.

- (b) To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:-
- (i) basins, sinks, baths, toilets, flushing systems and waste pipes;
  - (ii) electric wiring including sockets and switches, gas pipes and water pipes;
  - (iii) water heaters, fireplaces, fitted fires and central heating installations, where fitted;
- (c) To take reasonable care to keep the common entrances, halls stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises PROVIDED THAT this obligation of the Association shall be subject to the provisions of clause 3(10) and 3(20) hereof and the obligation of the Tenant to clean communal areas in blocks of flats if so required by the rules and regulations made by the Association.
- (d) To keep the exterior of the Premises and any common parts in a good state of decoration and to decorate these areas at regular intervals.
- (e) To carry out all repairs within such reasonable timescales as may be determined by the Association from time to time.

#### **Tenants' Guarantee**

- (4) (a) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation (the Tenant's Guarantee) under the provisions of Section 36(a) of the Housing Associations Act 1985.

#### **Data Protection**

- (b) To comply with the provisions of the Data Protection Act 1984 as amended from time to time.
- (c) To allow the Tenant reasonable access to other personal information held about himself or herself or members of their family (provided that this right shall not apply to information provided to the Association in confidence by third parties) and to allow the Tenant to correct or record his or her disagreement with the information held by the Association.

#### **Services**

- (5) To provide the Services listed in the Particulars in connection with the Premises PROVIDED ALWAYS that the Association may cease to provide any of such services if in its reasonable opinion it is no longer practicable to do so or it may provide additional services if the Association considers it desirable to do so.

## **THE TENANT'S OBLIGATIONS**

3. The Tenant agrees:-

#### **Possession**

- (1) To take possession of the Premises at the commencement of the Tenancy;

#### **Rent**

- (2) To pay the Rent and Utilities Charges at fortnightly intervals in advance on the first Monday in each fortnight, except for any week or weeks in respect of which the Association may determine, from time to time, that no rent shall be payable.

#### **Use of Premises**

- (3) To use the Premises for residential purposes as the Tenant's only or principal home and not to use the Premises for immoral or illegal purposes and not to operate a business at the Premises without the written consent of the Association and any planning permission that may be required by the Local Authority. Not to exhibit any business or trade sign on or around the Premises. To use the communal facilities with due regard for the convenience and safety of others.

#### **Nuisance**

- (4) (a) To be responsible for the behaviour of every person (including children) living in or visiting the Premises and to be responsible for them in the Premises any Common Parts and in the locality;
- (b) Not to cause or allow conduct causing or likely to cause a nuisance or annoyance to any person residing visiting or otherwise engaging in lawful activity in the locality.

#### **Racial and other Harassment**

- (5) Not to commit or allow members of the Tenant's household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of the household, visitors, or neighbours or employee of the Association.

#### **Pets**

- (6) (a) To keep all pets on the Premises under proper control and not to permit such pets to foul any communal area.
- (b) Not to allow any animal, reptile, fowl or pigeon kept on the Premises to cause a nuisance, annoyance, inconvenience or offence to neighbouring occupiers.

- (c) In flats not to keep any pet or other animal (other than small caged or tanked pets such as birds or small aquatic creatures) without the prior written consent of the Association.

### **Improvements**

- (7) (a) Not to make improvements, alterations or additions to the Premises including the making of an additional entrance to the Premises, the erection of a television aerial or satellite equipment, erection of a greenhouse or shed, concreting any part of the outside of the Premises, external decoration and additions to or alterations in, the Association's installations, fixtures and fittings without first obtaining the written consent of the Association (such consent not to be unreasonably withheld) and all other necessary approvals;
- (b) To comply with the reasonable requirements of the Association in relation to any consent given to the Tenant to make improvements, alterations or additions to the Premises including the standard to the work to be carried out.

### **Inflammable Materials**

- (8) Not to use or store in the Premises, or any store, shed or garage, inflammable liquids such as petrol, butane, propane, paraffin or liquid petroleum gas except as may be permitted by any Statutory Regulations relating to the storage and use of such substances.

### **Internal Repair / decoration & chimney sweeping**

- (9) To keep the interior of the Premises in good and clean condition, to decorate all internal parts of the Premises as frequently as is necessary to keep them in reasonable decorative order, and to sweep the chimneys (if any) not less than once a year.

### **Garden and Common Parts**

- (10)(a) To keep any garden forming part of the Premises in a tidy and cultivated condition.
- (b) Where the Premises is a flat or maisonette to share with the other tenants of the building the cleaning of the common parts as required from time to time by the rules and regulations of the Association.

### **Maintenance**

- (11) The Tenant shall carry out such minor repairs as may from time to time be required as part of the Tenant's general obligations set out in clauses 3(9) and 3(10) and the Tenant shall be responsible for the following repairs:
  - (a) Replacement of domestic electrical fuses;
  - (b) Sweeping the chimneys as often as necessary to prevent fires;
  - (c) Unblocking any blockages in sinks, baths and sanitary conveniences;

- (d) Taking any necessary steps to prevent water in pipes or tanks freezing;
- (e) Maintaining the garden walls, fences and gates in reasonable repair (fair wear and tear excepted);
- (f) Replacement of keys;
- (g) Repairs to cupboards;
- (h) Replacement of hat and coat hooks;
- (i) Draught proofing of doors and windows;
- (j) Cleansing of baths, WC pans and wash basins;
- (k) Making good minor plaster faults and cracks;
- (l) Renewal of dustbins;
- (m) Replacement of chains and plugs to baths, sinks and basins;
- (n) Replacement of batteries in smoke detectors where applicable;

### **Damage**

- (12) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default, including reglazing; special cleansing due to the Tenant having allowed the Premises to become dirty or verminous; and the clearing of any stoppages in toilets, drains and waste pipes.

### **Reporting Disrepair**

- (13) To report to the Association promptly any disrepair or defect of which the Tenant is aware and for which the Association is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.

### **Access**

- (14) To allow the Association's authorised employees or contractors acting on behalf of the Association access at all reasonable hours of the daytime on the Association giving 48 hours notice and the appropriate proof of identity to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (Immediate access without the Tenant's prior consent may be gained in an emergency).

### **Assignment**

- (15) Not to assign the Tenancy or part with possession of the whole of it except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the Association when exercising the right to exchange

set out in clause 5(6) or to a person who would be qualified to succeed the Tenant under the provisions of Clauses 4(2)(g), or 4(4) or 5(8) if the Tenant died immediately before the assignment.

### **Overcrowding**

- (16) Not to allow the Premises to be overcrowded as defined by S.324 Housing Act 1985.

### **Lodgers and sub-letting**

- (17) Not to part with possession or sublet part of the Premises EXCEPT in accordance with clause 5(1) below.

### **Parking**

- (18)(a) Not to park or allow a vehicle of any description of which the Tenant is the owner or which is in the Tenant's charge to be parked or driven on any amenity green or communal garage forecourt or pathway adjoining or adjacent to the Premises.
- (b) Not to park nor cause to permit to be parked in any garage or designated parking place within the curtilage of the Premises or elsewhere on any land adjoining or adjacent to the Premises any commercial vehicle boat caravan or machinery without the prior written consent of the Association.

### **External Areas**

- (19) Not to damage trees or shrubs within the curtilage of the Premises or cut down or remove any tree or shrub forming a boundary of the Premises without the Association's prior permission in writing.

### **Communal Areas**

- (20)(a) To use communal areas and lifts where they exist in a reasonable manner.
- (b) Not to place or store any vehicle, goods or other article in any communal area.
- (c) Not to obstruct any corridors, staircases, balconies or lifts and not to throw any article from any landing, balcony, corridor or window.

### **Ending the Tenancy**

- (21) To give the Association at least 4 weeks notice in writing (expiring on a Sunday) when the Tenant wishes to end the Tenancy.

### **Moving Out**

- (22) To give the Association vacant possession and return all keys of the Premises at the end of the Tenancy, to remove all furniture, personal possessions and rubbish and leave the Premises and the Association's fixtures and fittings in good lettable condition and repair and to pay to the Association the cost of any works carried

the Association to remedy any default by the Tenant in this respect. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

### **Water / Sewerage Charge and Local Taxes**

- (23)(a) To pay to the respective water authority any amounts due to them by way of Water / Sewerage Charge and to indemnify the Association for any sum or sums as the Association may have to pay as a result of any default on the part of the Tenant in the payment of the Water / Sewerage charge.
- (b) To indemnify the Association against any liability which it might incur as a result of the Tenant's failure to pay any Council Tax or any other local tax which may replace the Council Tax.

### **Flats and Maisonettes**

- (24) This condition applies where the Premises comprise a flat or maisonette:
- (a) not to bring into or take out of the building any furniture or bulky materials except between the hours of 8.00am and 9.00pm;
- (b) to use the common parts of the building as quietly as possible and to take special care to close the entrance door and to cause no disturbance or annoyance to other tenants;
- (c) not to use any lift for the transport of liquid petroleum gas;
- (d) not to place or allow to be placed any show board, name bill placard or advertisement upon any external part of the Premises or in any of the windows of the Premises;
- (e) not to leave any perambulator, bicycle, or other vehicle nor deposit any goods parcels cases refuse litter or any other thing in or upon the communal areas or on the approaches, private roads or passageways adjacent to or leading to the building;
- (f) not to permit children to play in or on the communal areas except the recreational areas.

- (25) To comply with any Health Safety or Fire advice given by the Association and not to engage in any conduct which is likely to endanger the health and safety of any residents.

- (26) To give the Association at least one week's notice in writing whenever the Premises are to be vacated for any period in excess of 4 weeks.

- (27)(a) To place all domestic dirt rubbish rags in rubbish bags and to properly deposit them in a refuse bin which shall not be allowed to become offensive through becoming unclean or untidy and which must be kept within the designated storage area and not within communal halls stairs or gardens;



- (b) To dispose of all unwanted domestic furnishings and rubbish too large for placing with the rubbish bags by transporting them to an appropriate tipping site or by arranging for an appropriate agent to undertake this work and pay him for any costs incurred by this agent.

Tenant is entitled under the terms hereof to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of, a person lodging with the Tenant or sub-tenant of his/hers the Tenant has not taken such steps as he/she ought reasonably to have taken for the removal of the lodger of Sub-Tenant; (Ground 13)

## THE TENANT'S RIGHTS AND SECURITY

4. The Tenant has the following rights:-

### **Right to Occupy**

- (1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in the Agreement to give access to the Association's authorised employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and neighbours.

### **Security of Tenure**

- (2) The Tenant has security of tenure as an assured tenant so long as he/she occupies the premises as his/her only or principal home. The Association can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The Court will not make an order unless the Association shall have served on the Tenant a notice in writing complying with the requirements of the Housing Act 1988 (as amended by the Housing Act 1996) or the Court considers it just and equitable to dispense with service of such a

notice. With the exception of sub-clause (d) hereof the Association agrees that it will give not less than four weeks' notice in writing of its intention to seek a possession order; it will only serve a notice and thereafter seek to recover possession of the Premises on one or more of the following grounds and in the following specified circumstances; and that apart from in relation to those grounds and in the circumstances referred to it would not be just and equitable for the Court to dispense with service of the requisite notice:

### **THE FOLLOWING ARE THE ONLY GROUNDS AND CIRCUMSTANCES IN WHICH THE ASSOCIATION WILL SERVE NOTICE AND SEEK TO RECOVER POSSESSION:-**

- (a) The Tenant has not paid the Rent which is due; (Ground 10)
- (b) The Tenant or anyone living in the Premises has broken, or failed to perform, any of the conditions of this Tenancy; (Ground 12)
- (c) The Tenant or anyone living in the Premises has caused the condition of the Premises, stairs, lifts, gardens or any other parts of the building which

- (d) (i) The Tenant or a person residing in or visiting the Premises:

(aa) 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

(bb) has been convicted of:-

(AA) using the Premises or allowing the Premises to be used for immoral or illegal purposes or

(BB) an arrestable offence committed in or in the locality of the Premises; (Ground 14)

- (ii) the Premises where occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and:-

(aa) one or both of the partners is a Tenant of the Premises;

(bb) the landlord who is seeking possession is a registered social landlord or a charitable housing trust

(cc) one partner has left the Premises because of violence or threats of violence by the other towards:-

(AA) that partner or

(BB) the member of the family of that partner who was residing with that partner immediately before the partner left and

(dd) the Court is satisfied that the partner who has left is unlikely to return; (Ground 14A)

- (e) (If applicable) the condition of any furniture provided for use under the tenancy has deteriorated owing to ill treatment by the Tenant or any other person residing in the Premises and in the case of ill treatment by a person lodging with the Tenant or by a Sub-Tenant of his/hers the Tenant has not taken such steps as he/she ought reasonably to have taken for the removal of the lodger or Sub-Tenant; (Ground 15)

- (f) (If applicable) the Tenant is an employee of the Association and the Premises were let to him/her in consequence of that employment and the

Tenant has ceased to be in that employment;  
(Ground 16)

- (g) (i) Where the Tenancy has devolved under the will or intestacy of the former Tenant; (Ground 7). This Ground will not apply where there is an automatic vesting of the Tenancy in the spouse of the Tenant pursuant to Section 17(1) Housing Act 1988.
- (ii) The Association may bring proceedings for the recovery of possession of the Premises under Ground 7 within twelve months after the death of the former Tenant or if the Court so directs within twelve months after the date on which, in the opinion of the Court, the Association became aware of the former Tenant's death.
- (iii) In accordance with the provisions of Ground 7 acceptance by the Association of Rent after the death of the former Tenant shall not be regarded as creating a new periodic Tenancy unless the Association agrees in writing to a change in the amount of the Rent, the period of the Tenancy or the Premises which are let or any other term of the Tenancy.
- (iv) The Association will not bring proceedings for possession under Ground 7 if and so long as:
- (aa) The Tenant was not him/herself a Successor as defined in clause 4(2)(g)(vii) below; and
- (bb) At the time of the Tenant's death a member of the Tenant's family (as that expression is defined in Section 113 of the Housing Act 1985) was in occupation of the Premises as his/her only or principal home; and
- (cc) He/she resided in the Premises with the Tenant throughout the period of twelve months ending with the Tenant's death and at all material times since the Tenant's death he/she has and continues to occupy the Premises as his/her only or principal home; and
- (dd) The Association is satisfied he/she is a person who is entitled to have the Tenancy vested in him/her under the will or on the intestacy of the Tenant; and
- (ee) Within three months of the death of the Tenant or such longer time as the Association shall in its discretion allow he/she notifies the Association in writing of his/her claim to the benefit of these provisions; and
- (ff) Within six months of the date of the death of the Tenant or such further time as the Association shall in its

written application and in its discretion allow he/she applies for the grant or Probate and/or Letters of Administration and/or seeks to have the Tenancy vested in him/her under the will or on the intestacy of the Tenant.

- (v) If, at any time, any one or more of the conditions set out in Clause 4(2)(g)(iv) are not complied with the Association may seek to determine the Tenancy in accordance with Ground 7 of Schedule 2 to the Housing Act 1988.
- (vi) In the event that there is more than one member of the Tenant's family complying with the above conditions they should agree between themselves which of them shall claim the benefit of the provisions. If more than one claim is submitted to the Association and any dispute between the claimants is not resolved within a reasonable time thereafter the Association may seek to determine which claim to accept or the Tenancy may be determined in accordance with Ground 7 of Schedule 2 to the Housing Act 1988 and upon such determination the Association will enter into a new Tenancy of the Premises with such claimant as the Association will in its absolute discretion select.
- (vii) A Successor is defined as:-
- (aa) A tenant who was a joint tenant and has become a sole tenant; or
- (bb) A spouse in whom the Tenancy was vested pursuant to the provisions of the Housing Act 1988; or
- (cc) A person in whom the Tenancy is or was vested under the will or on the intestacy of the Tenant; or
- (dd) A person who falls within the definition of a "successor" contained in Section 17(3) of the Housing Act 1988; or
- (ee) A person who has been granted this tenancy pursuant to a provision in a tenancy agreement identical to Clause 5(8) or Clause 4(2)(g); or
- (ff) A person who became the tenant on the Tenancy being assigned to him other than pursuant to a court order made under Section 24 of the Matrimonial Causes Act 1973 or pursuant to the right of exchange as set out in Clause 5(6) provided that where the assignment was made pursuant to a Court Order made under Section 24 of the Matrimonial Causes

Act 1973 or pursuant to the right of exchange set out in clause 5(6) hereof and the assignor was himself/herself a successor then the assignees shall also be a successor.

(h) The Association will only seek to recover possession of the Premises on the ground that suitable alternative accommodation is available for the Tenant (Ground 9) or will be available for the Tenant when the Order for Possession takes effect provided that in addition the Association can show:

- (i) That it intends within a reasonable time of obtaining possession to demolish, reconstruct or refurbish the Premises and/or the building of which the Premises form part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
- (ii) That the Premises have features which are substantially different from those of ordinary dwellings which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by the Premises and no person residing in the Premises any longer does so and the Association requires the Premises for occupation by such a physically disabled person; or
- (iii) That the Tenant is a successor other than a spouse in whom the tenancy has vested pursuant to Clause 4(4) and the accommodation afforded by the house or flat is more extensive than is reasonably required by the Tenant; or
- (iv) That the Premises are one of a group of dwellings which it is the practice of the Association to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs and no other person with those special needs any longer resides in the Premises and the Association requires the Premises for occupation by a person who has those special needs.
- (v) The Tenant is the person or one of 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 (Ground 17)

### **Cessation of assured Tenancy**

- (3) If the Tenancy ceases to be an assured Tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.

### **Succession to a Spouse**

- (4) On the death of the Tenant (where the Tenancy is held by one person) this Tenancy will automatically vest in the Tenant's spouse under the provisions of Section 17 Housing Act 1988 provided that he/she was occupying the Premises as his or her only or principal home immediately before the Tenant's death;

**FOR THE AVOIDANCE OF DOUBT THE ASSOCIATION HEREBY DECLARES THAT IT WILL NOT SEEK TO USE GROUNDS 1, 2, 3, 4, 5, 6, 8 AND 11 OF SCHEDULE 2 HOUSING ACT 1988 TO OBTAIN POSSESSION OF ANY PROPERTY OCCUPIED BY ITS TENANTS.**

## **FURTHER RIGHTS**

5. By way of further rights, the Association agrees:

### ***Right to take in lodgers and sub-let***

- (1) Subject to Clauses 3(16), 5(1)(a) and 5(1)(b) the Tenant may take in any persons as lodgers or may with the consent in writing of the Association, sub-let or part with possession of part of the Premises provided that:
  - (a) No consent shall be given to the letting of part of the Premises on an assured Tenancy as defined in Section 1 Housing Act 1988 save as referred to in sub paragraph (b) below;
  - (b) Any tenancy granted of part of the Premises shall be either an assured shorthold tenancy within the meaning of Section 20 of the Housing Act 1988 or a contractual tenancy which is not an assured tenancy within the meaning of Section 1 Housing Act 1988;
  - (c) The Association's consent shall not be unreasonably withheld and if unreasonably withheld shall be treated as given and any question relating to the withholding or giving of consent shall be determined in the same manner as if the matter arose for determination between a secure tenant and his/her landlord.

### ***Right to make improvements and receive compensation for them***

- (2) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, the Association's fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permissions or building regulations approval). The Association will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. The Association agrees to give the Tenant the right to make improvements and receive compensation for them as if the provisions of Sections 97, 98, 99, 99A and 99B of the Housing Act 1985 (as amended) and any regulations made thereunder applied to this Tenancy.

### ***Rights to Repair***

- (3) The Tenant has the right to have carried out to the Premises those repairs to which Section 96 of the Housing Act 1985 (as amended) applies. The Association agrees to give the Tenant the right to have such repairs carried out as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made thereunder applied to this Tenancy.

### ***Right to consultation***

- (4) The Association will consult the Tenant before making changes in matters of housing management or maintenance which are likely to have a substantial effect on the Tenant. The Association agrees to give the Tenant the right to be consulted as if the provisions of Section 105 of Housing Act 1985 applied (as amended) to this Tenancy.

### ***Right to Information***

- (5) (a) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities and its principles for fixing rents. The Association agrees to give the Tenant the right to information as if the provisions of Section 104 and Section 106 of the Housing Act 1985 (as amended) applied to this Tenancy.
  - (b) The Tenant has a right to inspect information about himself or herself which is held by the Association in the form of computerised data and a further right to reasonable access to other personal information held by the Association about the Tenant or members of their family (provided that this further right does not apply to information provided to the Association in confidence by a third party).
  - (c) If the Tenant considers the said information inaccurate then the Tenant has the right to correct or record his or her disagreement with the information held by the Association.

### ***Right to exchange***

- (6) (a) The Tenant has the right to assign this Tenancy to another tenant by way of direct or indirect exchange PROVIDED THAT the following conditions are complied with:
  - (i) Every tenant taking part in the exchange is a tenant of the Housing Corporation or Housing for Wales (as the same are defined in Section 2A of the Housing Associations Act 1985) or a registered Housing Association (within the meaning of that expression contained in the Housing Associations Act 1985) a Local Authority or New Town or a housing trust (as defined in Section 2 of the Housing Associations Act 1985) which is a charity;
  - (ii) Where required under his/her tenancy agreement every Tenant has the written consent of his/her landlord to the assignment of his/her tenancy to the Tenant or to another tenant satisfying the conditions in sub-clauses 5(6)(a)(i) and 5(6)(a)(ii);

- (iii) If the Tenant to whom the Tenant seeks to assign this Tenancy is not the person from whom the Tenant intends to receive a Tenancy by way of exchange, that tenant intends to assign his/her tenancy to another tenant who satisfies the conditions in sub-clauses 5(6)(a)(i) and 5(6)(a)(ii);
  - (iv) The prior written consent of the Association is obtained; and
  - (v) Any reasonable conditions attached to such consent relating to the payment of outstanding Rent, the remedying of any breach or the performing of any obligation of the Tenancy have been complied with.
- (b) The consent of the Association shall not be unreasonably withheld and if withheld other than one of the grounds contained in Schedule 3 to the Housing Act 1985 shall be treated as given in the same manner and determined as if the matter arose for determination between a secure tenant and landlord.
- (c) The Association may not rely on any of the grounds contained in Schedule 3 to the Housing Act 1985 unless it has, within forty-two days of the Tenant's application for the consent, served on the Tenant a notice specifying the ground and giving particulars of it.
- (d) Save as provided by Sub-Clause (a)(iii) above a consent required by virtue of this Clause shall not be given subject to a condition and a condition imposed otherwise than as so provided shall be disregarded.
- (c) Makes a claim in writing to the Association within three months of the Tenant's death or such longer time as the Association shall in its discretion allow;
- then the Association will use Ground 7 to determine this Tenancy and will enter into a new Tenancy with such person either of the Premises or at the discretion of the Association of other premises that it considers to be more suitable and such Tenancy shall be upon such terms and conditions (having regard to the Tenants' Guarantee) as the Association considers appropriate PROVIDED THAT if more than one person makes a claim pursuant to the provisions of this Clause the Association in the absence of agreement between such claimants will in its absolute discretion select the person who may pursue the claim.

#### ***Right of succession to a member of the family***

- (7) The Tenant has the rights set out in Clause 4(2)(g).

#### ***Special Succession Right***

- (8) In the event that on the death of the Tenant who is not himself or herself a successor as defined in Clause 4(2)(g)(vii) and there is no person who has the right to succeed under either of Clauses 4(2)(g) or 4(4) the Association agrees that if a person:
- (a) Is a member of the Tenant's family (as that expression is defined in Section 113 of the Housing Act 1985); and
  - (b) Lawfully occupied the Premises as his or her only or principal home at the time of the Tenant's death and lawfully resided with the Tenant throughout the period of twelve months ending with the Tenant's death; and

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## **Empty Home Repair Standard**

This document applies to all regions of The Guinness Partnership. It aims to set the standard of repair for empty homes (voids). Any enhancements will need to be agreed on an ad-hoc basis locally if they are necessary to enable the property to be let within a reasonable period of time.

An underlying principle of the standard is that the Guinness Partnership is not generally seeking to upgrade the facilities within an empty home, but to ensure that what is already present is in good repair and is fit for purpose. Any necessary improvements and modernisation should normally be carried out as part of the Partnership's planned works programme.

If the previous occupier has left fixtures and fittings (eg floor coverings, built in furniture) that are in good and serviceable condition they will normally be left in situ for 'gifting' to the incoming customer.

**External: Grounds/Boundaries/Ancillary Buildings/service media**

	<b>Requirements</b>
<b>Gardens (Front &amp; Rear)</b>	<ul style="list-style-type: none"> <li>• Will be cleared of heavy undergrowth, eg bushes/shrubs/small trees.</li> <li>• Will be cleared of obstructions and refuse/abandoned belongings (eg white goods).</li> <li>• Grass cut to maximum 30mm height during works period. (Reasonable subsequent growth is acceptable).</li> <li>• 'DIY' patio areas to be removed and the area made good unless in satisfactory and safe condition. Patios and decking originally provided by TGPL to be retained and repaired as necessary.</li> <li>• Any trees affecting property and/or mature trees requiring pruning to be dealt with separately outside the voids process.</li> </ul>
<b>Boundaries</b>	<ul style="list-style-type: none"> <li>• Do not delay the void process by attempting to establish the ownership of boundary fences.</li> <li>• Repair/replace any fence panel/fence that is damaged.</li> <li>• If an entire fence is beyond economic repair it will be replaced in 1.5m concrete post and 1.2m chain link apart from an initial 2m privacy panel which is to be close boarded.</li> <li>• Occasionally there are planning restrictions governing the fencing specification. If this is the case evidence should be obtained – it should not be assumed.</li> </ul>
<b>Buildings</b>	<ul style="list-style-type: none"> <li>• Default TGPL policy is that outbuildings will not be removed unless they are in very poor condition and should normally be 'gifted' to the incoming customer.</li> <li>• Retain other detached outbuildings which are permanent (ie brick/block construction) provided that they are in suitable condition.</li> <li>• Cap off/make good service media to outbuildings.</li> <li>• Remove conservatories/lean-to's unless they are of substantial construction or form an integral part of the dwelling and are suitable for adoption for maintenance purposes by TGPL.</li> </ul>
<b>Pathways &amp; Steps/Ramps</b>	<ul style="list-style-type: none"> <li>• All trip hazards to be addressed before property is let.</li> <li>• Patch or relay paths where required.</li> <li>• All steps and ramps to be made safe/corrected for tread and security of footing.</li> </ul>
<b>Drainage Systems</b>	<ul style="list-style-type: none"> <li>• Repair/make good damaged manhole covers and surrounding areas. Any identified as the property of the utility companies may be made temporarily secure pending attention by them, providing the incoming customer is not placed at risk.</li> <li>• Drains, overflows and gullies are to function correctly.</li> <li>• Appliances and fittings are to function correctly.</li> <li>• Defective materials/goods/systems to be repaired or replaced.</li> </ul>



### External: Fabric of Property

	<b>Requirements</b>
<b>Roof</b>	<ul style="list-style-type: none"> <li>• Visual inspection only required, from ground level, unless roof access is available from within the building, unless there is evidence of leaks internally in which case source to be traced and rectified. It is accepted that visual inspection from the ground would not necessarily identify defects.</li> <li>• Roof and ridge tiles to be secure.</li> <li>• Chimney stacks and pots to be secure.</li> </ul>
<b>Fascias/soffits</b>	<ul style="list-style-type: none"> <li>• To be intact and fit for purpose.</li> </ul>
<b>Rainwater goods</b>	<ul style="list-style-type: none"> <li>• Guttering to be clear of debris/blockages.</li> <li>• Downpipes to be leak free and in good repair.</li> </ul>
<b>Walls</b>	<ul style="list-style-type: none"> <li>• All external walls to be watertight and pointing fit for purpose.</li> <li>• Rising damp to be addressed at source and works made good.</li> <li>• Satellite dishes and brackets to be removed only if accessible without scaffolding.</li> <li>• Air bricks/ventilators to be clear of blockages.</li> <li>• Overflows to be clear of blockages and functioning effectively.</li> </ul>
<b>Windows</b>	<ul style="list-style-type: none"> <li>• Windows are to be watertight and draughtproof.</li> <li>• Windows to open and close efficiently.</li> <li>• Window locks above ground floor level to be disabled unless they present an obvious security risk.</li> <li>• Keys to be provided for all window locks at ground floor level.</li> <li>• Opening restrictors to be fitted to all windows above the ground floor if there is potential for a child to fall from them.</li> <li>• Defective gaskets/rubber seals/putty to be replaced.</li> <li>• Replace defective/cracked/broken glass.</li> <li>• External security grilles to be removed.</li> </ul>
<b>External doors</b>	<ul style="list-style-type: none"> <li>• Where a security door has not been fitted a front and rear doors door will have a British Standard 5 lever mortice lock to BS362. Front doors will have a night-latch.</li> <li>• All flat entrance doors to be fitted with intumescent strips and a self closer. Letter boxes on flat entrance doors to be fire and smoke rated to BS476 Part 22 and 31.</li> <li>• Access to rear gardens to be secure and gates to be provided with suitable locks.</li> <li>• All locks in the dwelling will be left with a minimum of 2 working keys.</li> <li>• Clearly visible property number fixed to the door or external wall.</li> <li>• External security grilles to be removed.</li> <li>• All internal and external meter cupboard doors to be in good working order.</li> </ul>

**Internal: Kitchen**

	<b>Requirements</b>
<b>Flooring</b>	<ul style="list-style-type: none"> <li>• Repair or replace damaged floor tiles/sheet floor covering. New waterproof sheet flooring to be installed if previous floor covering was not water resistant.</li> <li>• Replacement flooring will match the existing, where possible, but otherwise sound flooring should be repaired with non-matching material if a match cannot reasonably be sourced.</li> <li>• Refer to asbestos survey. Repairs/replacement of existing floor coverings must be carried out in accordance with TGPL asbestos management policy, the requirements of which take precedence over any guidance contained in the voids standard.</li> <li>• Remove existing carpets unless in clean and serviceable condition for "gifting" to the incoming customer.</li> <li>• Gripper rods to be left in place.</li> <li>• Remove laminate flooring if situated directly above a habitable room in another dwelling. Otherwise it may be left in situ for 'gifting' to the incoming customer if in good and serviceable condition.</li> <li>• Screed floors will be level and crack free.</li> </ul>
<b>Facilities</b>	<ul style="list-style-type: none"> <li>• If the existing kitchen is capable of repair or only partial replacement this is all that is required. There is no minimum number of units and Decent Homes standards do not have to be achieved – the policy is to repair what is there already, subject to the minimum requirements below, unless it is uneconomic to do so. If complete renewal of the kitchen is necessary refer to the kitchen renewal specification.</li> <li>• Chipped or damaged worktops to be replaced to match existing as nearly as possible. If a match cannot be obtained this is not normally justification for replacing the entire suite of worktops.</li> <li>• Remove non-standard appliances (eg built-in fridges, cookers fitted in housings) and make good with units to match as near as possible. Under no circumstances should a previous customer's white goods be 'gifted' to the incoming customer. If fitted white goods formed a part of the TGPL kitchen as built and their removal is not practical or economic they will need to be subjected to electrical and/or gas safety checks before being 'gifted' to the incoming customer.</li> <li>• If a gas supply is present kitchens must be left with functioning gas and electric cooker points. Only if there is no gas in the property is an electric-only cooker point acceptable.</li> <li>• The sink unit and drainer must be fitted to suitable base unit complete with plug fixed to the sink with a chain.</li> <li>• Sink unit must be clean and free from marks and stains. It must be free from blockages and function effectively.</li> <li>• Sink unit to have a splashback of tiles/laminate sheet commensurate in size with sink area and to a height of no less than 450mm.</li> <li>• All Mastic to be clean and fit for purpose.</li> <li>• Working hot and cold taps without leaks.</li> <li>• A cooker space 640mm wide by 600mm deep.</li> <li>• A washing machine space 600mm by 600mm if space is available. Existing valves to be tested and function effectively.</li> <li>• Plumbing will be capped/plugged.</li> <li>• Existing extractor fan to be fully functioning.</li> </ul>
<b>Walls and Ceilings</b>	<ul style="list-style-type: none"> <li>• All internal surfaces to be left in clean and decorateable condition (with holes and cracks filled) for the incoming customer.</li> <li>• Polystyrene tiles to be removed and the area made good with plaster.</li> <li>• Any protruding screws and/or nails will be removed and the area made good.</li> <li>• All cracked/broken wall tiles to be replaced (match grouting, and tiles if possible, but do not replace large areas of tiling if a match cannot be obtained).</li> <li>• Skirting to be fixed securely.</li> </ul>

**Internal: Living Room(s)**

	<p><b>Requirements</b></p> <ul style="list-style-type: none"> <li>Laminate flooring – may be left in situ for 'gifting' to the incoming customer providing it is in good and serviceable condition and is not directly above a habitable room in another dwelling. Otherwise remove.</li> <li>Screed flooring will be level and crack free.</li> <li>Carpets – to be retained for 'gifting' to the incoming customer if clean and in serviceable condition.</li> <li>Gripper strips to be retained in situ.</li> <li>All floorboards to be in good condition. Floor tiles will be safe and in good condition. Defective tiles to be replaced and matched with existing if possible (refer to asbestos survey and asbestos management policy).</li> </ul>
<b>Walls and ceilings</b>	<ul style="list-style-type: none"> <li>All surfaces will be even, sound and free of major cracks.</li> <li>Polystyrene tiles will be removed and the area made good with plaster.</li> <li>Any protruding screws and/or nails will be removed the area made good.</li> <li>Skirting to be fixed securely.</li> </ul>

**Internal: Decorations**

<b>Internal decorations</b>	<ul style="list-style-type: none"> <li>Internal redecoration does not form part of the standard void specification for general needs and sheltered housing. All internal surfaces to be left in clean and decoratable condition (with holes and cracks filled) for the incoming customer, who will be provided with a decorating pack or vouchers where applicable. Exceptions in extreme circumstances to this policy may be: <ul style="list-style-type: none"> <li>Properties that are hard to let and require complete or partial internal decoration as part of the 'marketing' strategy.</li> <li>Graffiti should be painted over.</li> <li>Oppressive colour schemes which would be hard to obliterate (for example walls painted in excessively dark colours or with gloss paint) should be redecorated.</li> </ul> </li> </ul>
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**Internal: Bedroom(s)**

	<p><b>Requirements</b></p> <ul style="list-style-type: none"> <li>Laminate flooring to be retained for 'gifting' to the incoming customer only if in good condition and not directly above another dwelling.</li> <li>Screed flooring will be level and crack free.</li> <li>Existing carpets to be retained for 'gifting' to the incoming customer providing they are in clean and serviceable condition.</li> <li>Gripper strips to be retained in situ.</li> <li>All floorboards to be in good condition. Floor tiles will be safe and in good condition.</li> <li>Defective tiles to be replaced to match existing if possible. (Refer to asbestos survey and TGPL asbestos removal policy.)</li> </ul>
<b>Walls and Ceilings</b>	<ul style="list-style-type: none"> <li>All surfaces will be even, sound and free of major cracks.</li> <li>Polystyrene tiles will be removed and the area made good with plaster.</li> <li>Any protruding screws and/or nails will be removed the area made good.</li> <li>All cracked/broken wall tiles will be replaced</li> <li>Skirting to be fixed securely and clean.</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>'Built in' wardrobes provided as part of the original design are to remain and should be repaired/replaced as necessary. 'DIY' built in furniture to be removed unless in suitable condition for 'gifting' to the incoming customer.</li> </ul>

**Internal: Bathrooms/Toilets/Wet Rooms**

	<b>Requirements</b>
<b>Flooring</b>	<ul style="list-style-type: none"> <li>• Flooring must be water resistant non-slip vinyl sheet.</li> <li>• Repair or replace damaged sheet floor covering.</li> <li>• Remove all existing carpets/grip rods/laminate flooring.</li> </ul>
<b>Walls and Ceilings</b>	<ul style="list-style-type: none"> <li>• All surfaces will be even, sound and free of major cracks.</li> <li>• Polystyrene tiles will be removed and the area made good with plaster.</li> <li>• Any protruding screws and/or nails will be removed the area made good.</li> <li>• All cracked/broken wall tiles will be replaced – to match existing where possible</li> <li>• Skirting to be fixed securely.</li> <li>• ‘Splashback’ areas will have 3 rows of standard 150mm by 150mm tiles.</li> <li>• Functioning over-bath showers to remain but tiling in shower areas to be of adequate height to prevent future water damage.</li> <li>• Existing extractor fan to be fully functioning.</li> </ul>
<b>Toilets/WC</b>	<ul style="list-style-type: none"> <li>• WC pan fixed securely to floor. Seat to be fixed securely but need not be replaced if existing is satisfactory.</li> <li>• Sanitary ware will be clean and free from all stains.</li> <li>• Flush will work correctly and the cistern to be replaced if in poor condition.</li> <li>• The cistern to be ceramic unless to change a functioning plastic cistern would also require the pan to be changed.</li> <li>• Service pipe and overflow will be free from leaks/blockages and the overflow to be tested for functionality.</li> </ul>
<b>Baths</b>	<ul style="list-style-type: none"> <li>• The hot and cold taps will work correctly without leaking/dripping.</li> <li>• The bath will be clean, unblemished and free from stains. Repair of enamel chips is acceptable.</li> <li>• The bath will have a plug fitted correctly and attached.</li> <li>• The bath will be free from leaks.</li> <li>• Silicone bath surround to be intact, mould free and clean.</li> </ul>
<b>Basins</b>	<ul style="list-style-type: none"> <li>• Basin will be clean and stain free.</li> <li>• The hot and cold taps will work correctly without leaking/dripping.</li> <li>• The basin will have a plug fitted correctly and attached.</li> <li>• Basin will be free from leaks.</li> <li>• Silicone basin surrounds to be intact and mould free.</li> </ul>
<b>Existing Showers</b>	<ul style="list-style-type: none"> <li>• Shower will function correctly.</li> <li>• Shower will be clean and seals will be intact.</li> <li>• Shower will drain effectively.</li> </ul>

**Internal: Stairways/Hall/Landing/Doors**

	<b>Requirements</b>
<b>Doors</b>	<ul style="list-style-type: none"> <li>• All internal doors to be in good working order.</li> <li>• All door furniture and closers will work. It is not necessary for door furniture to match.</li> </ul>
<b>Hall/Stairs/Landing</b>	<ul style="list-style-type: none"> <li>• Stairs will be in sound condition, with no open treads, unless part of original design.</li> <li>• Banister rail will be fitted securely.</li> <li>• Balustrades will be fitted securely.</li> <li>• Balustrades over 100mm apart will be boarded over with 10mm MDF and secured.</li> </ul>
<b>Loft Space</b>	<ul style="list-style-type: none"> <li>• Loft hatch cover will be secure.</li> <li>• The loft space will be cleared.</li> <li>• Any loft ladders fitted by previous occupiers to be removed unless in good condition and can be 'gifted' to incoming customer.</li> <li>• For the avoidance of doubt the provision or addition of loft insulation is not part of the lettable standard.</li> </ul>

**Internal: Cleaning**

	<b>Requirements</b>
	<p>All surfaces are to be left dust, smear, residue and odour free.</p> <ul style="list-style-type: none"> <li>• All cobwebs to be removed.</li> <li>• All drawing pins, blue tack etc to be removed from walls.</li> <li>• Electrical sockets, light switches, extractor fans to be clean but not necessarily paint free.</li> <li>• Kitchen units to be clean inside and out.</li> <li>• Bathroom fittings to be thoroughly cleaned.</li> <li>• All grout and mastic to be cleaned or replaced so that no traces of dirt or mould growth remain.</li> <li>• Windows and window frames to be cleaned inside.</li> <li>• All internal woodwork to be wiped down and clean.</li> <li>• All storage cupboards to be clean inside and out.</li> <li>• Radiators to be cleaned front and back (insofar as they are accessible/visible).</li> <li>• Stairs to be swept.</li> <li>• Carpets to be vacuum cleaned.</li> <li>• Floors to be mopped, disinfected and swept.</li> <li>• Air fresheners to be left in kitchen and bathroom.</li> <li>• Any traces of mould caused by condensation to be cleaned using fungicide.</li> </ul>

### Internal: Plumbing/Heating & Electrical

<b>Heating/Hot water system</b>	<p><b>Requirements</b></p> <ul style="list-style-type: none"> <li>Gas supply to be capped off before any work to the property is undertaken (refer to gas procedure) and the property will be let without a 'live' gas supply.</li> <li>Drain down heating and hot water during the Christmas holiday period and at times when cold weather is anticipated.</li> <li>Hot water cylinder and associated pipework to be in good working condition with no leaks. Cylinder jackets to be replaced where damaged or inadequate.</li> <li>At the point of re-letting the central heating/hot water systems will be functioning correctly. Uncapping of gas supply and issue of gas safety certificate to be carried out after reletting.</li> </ul>
<b>Plumbing</b>	<ul style="list-style-type: none"> <li>No overflows should be leaking.</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>NICEIC test to be carried out and safety certificate supplied.</li> <li>ALL Cat 1 and Cat 2 works as defined by NICEIC shall be carried out to the property.</li> <li>All previously existing electrical outlets to be in safe and working order but only in exceptional circumstances will additional ones be provided.</li> </ul>
<b>Smoke and carbon monoxide detectors and alarms</b>	<ul style="list-style-type: none"> <li>Mains operated smoke alarms will be cleaned and left in working order. New back-up battery to be fitted.</li> <li>All mains operated smoke alarms will be replaced if beyond repair.</li> <li>New mains operated smoke alarms to be installed if not already present.</li> <li>All battery operated smoke alarms to be removed.</li> <li>New mains operated carbon monoxide detectors to be installed in all properties with open-flued appliances if not already present. Existing battery operated detectors to be tested and left in working order.</li> </ul>

### Internal: Miscellaneous

<b>Cold water tank (non-communal only)</b>	<ul style="list-style-type: none"> <li>Cold water storage tank to be inspected and repaired or replaced if defective.</li> <li>Replace missing or defective tank lids.</li> <li>Tanks to be clear of debris.</li> <li>Cold water tank and feed pipes to be lagged adequately and function effectively.</li> <li>Overflow to be tested and function effectively.</li> </ul>
<b>Rubbish removal</b>	<ul style="list-style-type: none"> <li>All personal belongings left by outgoing customer will be removed. Refer to procedures on disposal/storage of belongings</li> </ul>
<b>EPC</b>	<ul style="list-style-type: none"> <li>Energy Performance certificate to be obtained for all voids prior to handover.</li> </ul>
<b>Aids &amp; Adaptations</b>	<ul style="list-style-type: none"> <li>Major adaptations will be retained unless otherwise instructed. (Refer to A&amp;A policy and procedure.)</li> <li>Minor adaptations (eg grab rails) to be left in situ unless obstructive to everyday use of the facilities.</li> </ul>
<b>Kitchen Drawer</b>	<ul style="list-style-type: none"> <li>All window keys.</li> <li>Spare door/shed keys.</li> <li>Miscellaneous keys (eg FB2's/refuse store).</li> <li>Relevant appliance manuals/warranties.</li> <li>Details of stopcock location/ Details of service media meter locations.</li> </ul>
<b>Housing Health and Safety Rating System</b>	<ul style="list-style-type: none"> <li>The property must be free of Category 1 HHSRS breaches</li> </ul>

Notes of the Community Scrutiny and Policy Development Panel held on Thursday, 10 December 2015

Present

Councillor: Lenaghan (Chairman)

Councillors: Francis, Patrick, Smith D and Howard

Also Present:

Tristan Fieldsend (Democratic Services Officer), Sara Bryan (Senior Lawyer (Contentious)) and Tracey Wood (Service Manager (Housing))

Councillor Jackie Branson

Apologies: Kerrin

## Action

### 1 MINUTES

The Panel received an update from the Housing Service Manager and the Acting Solicitor to the Council on Havant Borough Council's Safeguarding Policy. The discussion covered the following points:

- The existing safeguarding policy was currently being updated to include information on the Prevent agenda and recent legislation on Modern Slavery, a draft policy was expected to be produced in January 2016. It was suggested that the Panel would be given an opportunity to review the draft and provide feedback on it.
- The new policy would ensure reporting mechanisms were clear and this would be reinforced through training for officers and councillors. There was a mandatory online training course on safeguarding for all officers and sixty of these had already received advanced training. The Panel noted that there was an opportunity to provide training for councillors.
- In response to a question it was confirmed that a safeguarding reporting form was available online, however it was agreed this needed to be more accessible.

The Panel then discussed undertaking a future scrutiny on independent supported housing for older people supplied by registered providers. The Housing Service Manager and

Acting Solicitor to the Council joined the Panel for the debate on this item. The following areas were discussed:

- Concern was expressed by the Panel about the number of resident complaints regarding supported housing and how these were dealt with.
- As part of the Panel's investigations it was suggested site visits be undertaken to properties provided by all the local supported housing providers. It was explained that the site visits would allow the Panel to draw comparisons between the standard of housing provided by each provider.
- It was agreed that a draft matrix outlining the scope of the scrutiny, along with Cllr Patrick's report on resident complaints, be circulated. Site visits to the properties of companies providing supported housing would be organised in the New Year.



Notes of the Community Scrutiny and Policy Development Panel held on  
Wednesday, 10 February 2016

Present

Councillor: Lenaghan (Chairman)

Councillors: Francis and Smith D

Also Present:

Tim Slater (Executive Head for Economy and Communities) and Mark Gregory  
(Democratic Services Officer)

Apologies: Councillors Patrick and Howard

**2 SAFEGUARDING REPORT**

The panel considered a draft report on Safeguarding.

The Panel agreed that the report as drafted be submitted to the Scrutiny Board subject to typographical corrections and the addition of the following recommendation:

*a progress report be submitted to the Scrutiny Board within six months*

**3 REVIEW OF INDEPENDENT SUPPORTED HOUSING FOR OLDER PEOPLE BY REGISTERED PROVIDERS**

It was agreed that a meeting be held with Tracey Wood , Service Manager (Housing) and an officer who could advise on property maintenance to discuss the scope of the review.

**The meeting commenced at 10.15 am and concluded at 10.45 am**

**Action**

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Notes of the Community Scrutiny and Policy Development Panel (to 7 June 2016)  
held on Thursday, 25 February 2016

Present

Councillor: Lenaghan (Chairman)

Councillors: Francis and Patrick

Also Present:

Councillor Yvonne Weeks

Mark Gregory (Democratic Services Officer), Tracey Wood (Head of Housing),  
Nicholas Rogers (Democratic Services Assistant) and Nicky Thomas (Environmental  
Health Team Leader (Housing/Environment))

Apologies: Kerrin, Smith D and Howard

		<b>Action</b>
<b>4</b>	<b>REVIEW OF INDEPENDENT SUPPORTED HOUSING FOR OLDER PEOPLE (55+) PROVIDED BY REGISTERED PROVIDERS</b>	
	<p>The Panel met with the Cabinet Lead for Communities, The Executive Head (Communities), Service Manager (Housing) and of the Environmental Health Team Leader (Housing/Environment) to discuss areas that should be included in the scrutiny exercise.</p> <p>It was AGREED that</p> <ul style="list-style-type: none"><li>(a) the scoping matrix attached as an appendix to these minutes be agreed;</li><li>(b) site visits be arranged for approximately two schemes in each of the following areas: Emsworth, Havant, Hayling Island, Leigh Park and Waterlooville;</li><li>(c) the housing providers be invited to give evidence to the Panel after the findings from the site visits have been collated and evaluated by the Panel;</li><li>(d) a standard questionnaire be prepared for use during the site visits; and</li><li>(e) Democratic Services seek the co-operation of the housing providers to the review.</li></ul>	<p>Nicholas Rogers</p> <p>Nicholas Rogers</p> <p>Tracey Wood</p> <p>Nicholas Rogers</p>

**The meeting commenced at 10.00 am and concluded at 11.08 am**

## SCRUTINY (SCOPING) MATRIX

### ***Review of Independent Supported Housing for Older People by Registered Providers***

**Panel: Communities Scrutiny and Policy Development Panel**

Scrutiny Lead: Cllr Lenaghan  
Deputy Lead: Cllr Howard  
Panel Members: Cllrs Francis, Kerrin, Patrick and D Smith

Lead Officer: Tracey Wood – Service Manager (Housing)

All items to be completed by Scrutiny Lead

**Purpose/anticipated value of this work:**

To ensure the providers that are providing and managing the best standard of accommodation to all over 55 people in supported or sheltered accommodation needs.

**Key Objectives:**

To review the organisations proving independent supported housing and ensure that the highest possible standards are maintained in order to help residents achieve a decent quality of life.

**Scope of the work:**

To review all providers of independent supported housing for over 55 people within Havant borough a and how their accommodation is managed.

**Not included in the scope:**

Individual cases

**How the work will be undertaken:**

- Interviews with relevant HBC officers
- Interviews with providers
- Conduct site visits to accommodation maintained by these providers
- Interviews with residents

**Interviewees to be invited:**

NAME	REPRESENTING	REASON FOR INVITING
Tracey Wood	HBC	Service Manager (Housing)
Sheltered Housing Providers		

**Site Visits:**

LOCATION	PURPOSE OF VISIT

**Key Documents/Background Data/Research:**

1.
2.
3.

**Timescale:**

Starting: December 2015	Ending:

**Outputs to be produced:**

Report to the Scrutiny Board
------------------------------

Notes of the Community Scrutiny and Policy Development Panel (to 7 June 2016)  
held on Tuesday, 5 April 2016

Present

Councillor: Lenaghan (Chairman)

Councillors: Patrick

Also Present:

Councillor Yvonne Weeks, Tracey Wood (Head of Housing), Mark Gregory (Democratic Services Officer), Nicholas Rogers (Democratic Services Assistant)

Apologies:

**5 TO DISCUSS DRAFT LANDLORD AND RESIDENTS QUESTIONNAIRES**

The Panel met with the Head of Housing to discuss the proposed questionnaires for landlords and residents. The following key points were raised in the discussions:

- a) Residents would have different preferences for their interviews so it would be important to give residents the opportunity to answer questions in group and private situations.
- b) The proposed questions would allow for comparison between landlord responses and resident experiences.
- c) Councillors would need to be briefed ahead of the site visits to ensure they are aware of their role and follow Council guidelines for such visits i.e. data protection and confidentiality rules.

The Panel agreed that the draft questionnaires would be used as part of the site visits. Visits would commence when the housing associations confirmed their co-operation, and it was understood that the timeframe for visits would be until the end of June.

It was AGREED that;

- 1) Democratic Services to circulate list of housing schemes and each member of the Panel to select two schemes to visit – one from schemes provided by Portsmouth City Council, one from schemes provided by Guinness Hermitage Housing Association.
- 2) Panel members to attend briefing session by Tracey

**Action**

Nicholas Rogers

Wood on guidelines ahead of housing site visits

**The meeting commenced at 2.00 pm and concluded at 2.47 pm**



Notes of the Community Scrutiny and Policy Development Panel (to 7 June 2016)  
held on Monday, 25 April 2016

Present

Councillor: Lenaghan (Chairman)

Councillors: Francis, Patrick and Smith D

Also Present:

Councillor Yvonne Weeks

Mark Gregory (Democratic Services Officer) and Tracey Wood (Head of Housing)

Apologies: Kerrin and Howard

## 6 HOUSING SITE VISITS BRIEFING

The Panel received guidelines on how to complete the surveys.

The key points of the guidelines were:

- The main aim would be to complete as many questionnaires as possible: at least 10 per scheme would be preferable to ensure the maximum number of surveys are completed;
- Councillors would be responsible for making the appointment to visit the scheme(s) they had been allocated
- The officer in charge of the scheme could be given the form to complete
- Although group meetings with residents were acceptable it would be preferable for individual surveys to be completed on a 1 to 1 basis
- Additional information could be added to the questionnaires
- Names and addresses should not be recorded
- A summary of the survey for each scheme would be produced and sent to the scheme for distribution to the residents and officer who took part in the survey
- Surveys to be completed by 31 May 2016
- Forms should be returned to Democratic Services Team

It was noted that the Democratic Services Team would issue contact details to all members of the Panel together with an

**Action**

Nicholas Rogers

adequate supply of questionnaires

## 7 SCHEDULE OF SITE VISITS

The Panel agreed to undertake surveys of the schemes as set out in the Appendix to these minutes.

It was noted that Councillors Howard and Kerrin would be requested to undertake the following reviews:

Councillor Howard:

Wakefield Court, Waterlooville  
Emsworth, Emsworth

Councillor Kerrin:

Lyndhurst House, Leigh Park  
Enderleigh House, Havant

**The meeting commenced at 5.00 pm and concluded at 5.36 pm**

## APPENDIX

### COMMUNITY SCRUTINY PANEL – REVIEW OF OLDER PERSONS SHELTERED ACCOMMODATION SITE VISIT

Surveys to be conducted between 26 April and 31 May 2016

#### PCC Sheltered Housing Schemes

Connors Keep, Wecock Farm	Councillor D Smith
Elsie Fudge House, Crookhorn	Councillors Patrick
St. Clare's Court, Leigh Park	Councillor Francis
Tweed Court, Leigh Park	Councillor Lenaghan
Wakefield Court, Waterlooville	Councillor Howard
Lyndhurst House, Leigh Park	Councillor Kerrin

#### Guinness Hermitage Housing Association Schemes

Herriott House, Cowplain	Councillor D Smith
Fairmead Court, Hayling Island	Councillor Lenaghan
Emsworth House, Emsworth	Councillor Howard
The Lodge, Waterlooville	Councillors Patrick
Enderleigh House, Havant	Councillor Kerrin
Eileen Beard House, Havant	Councillor Francis

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Notes of the Community Scrutiny and Policy Development Panel (to 7 June 2016)  
held on Tuesday, 3 May 2016

Present

Councillor: Lenaghan (Chairman)

Councillors: Francis, Patrick and Smith D

Also Present:

Councillor Yvonne Weeks

Apologies:

**8 PROJECT PLAN DISCUSSION**

The Panel discussed the Project Plan for the Review of Independent Supported Sheltered Accommodation, and the proposed visits to the sample of accommodation sites.

The Cabinet Lead for Communities raised concerns about the scrutiny and recommended that two Councillors attend each visit and members visit schemes that they have had no prior contact with to avoid accusations of bias. The Panel also discussed their concern over the change in Panel membership following the election.

It was AGREED that the following visits would be carried out by the following members:

- a) Elsie Fudge House, Crookhorn (PCC Housing Scheme)  
Herriott House, Cowplain (Guinness Partnership Housing Association Scheme)
- b) St. Clare's Court, Leigh Park (PCC Housing Scheme)  
Eileen Beard House (Guinness Partnership Housing Association Scheme)

It was also AGREED that;

- c) Democratic Services to update Project Plan and Risk Assessment Log in preparation for Panel meetings post election.

**Action**

Councillor Diana Patrick,  
Councillor David Smith  
Councillor Andrew Lenaghan,  
Councillor Diana Patrick

Mark Gregory,  
Nicholas Rogers

The meeting commenced at 11.00 am and concluded at 12.04 pm

# Private Document Pack

Notes of the Communities and Housing Scrutiny and Policy Development Panel held on Tuesday, 21 June 2016

Present

Councillor: Patrick (Chairman)

Councillors: Hart, Perry, Smith D and Thomas

Also Present:

Mark Gregory (Democratic Services Officer) and Nicholas Rogers (Democratic Services Assistant)

Apologies:

	<b>Action</b>
<p><b>1</b> REVIEW OF INDEPENDENT SUPPORTED SHELTERED HOUSING</p> <p>The Panel met to discuss the progress of the scrutiny exercise and to plan the outstanding site visits.</p> <p>It was AGREED that</p> <ol style="list-style-type: none"><li>1) Members of the Panel visit the schemes as per the attached appendix to these minutes.</li><li>2) Members to contact Portsmouth City Council schemes directly with details provided at the meeting.</li><li>3) Members to give suggested dates for visits to Guinness Partnership schemes with 5 working days notice to Democratic Services.</li><li>4) The timescale for completion of site visits be extended to the end of July 2016 due to changes to the membership of the Panel.</li><li>5) All completed questionnaires be returned to Democratic Services.</li></ol>	<p>Communities and Housing Scrutiny and Policy Development Panel Communities and Housing Scrutiny and Policy Development Panel Communities and Housing Scrutiny and Policy Development Panel</p>
<p><b>2</b> PRIORITISE PROPOSED TOPICS</p>	

The Panel received the Scrutiny Topic Priority Matrix with the scores given at the Scrutiny Board meeting on 7 June and were asked to consider scoring each topic against the statements to provide an objective grading of each topic.

It was AGREED that

- 1) Members score each topic against each statement on the Scrutiny Topic Priority Matrix and provide their completed matrix at the next Panel meeting on 28 June.

### **3 SCRUTINY PROJECT PLANS**

The Panel were provided with the draft scrutiny project plan for the review of financial assistance to voluntary bodies and groups. Panel members were asked to provide comments on the plan as the scrutiny falls within the Communities and Housing Panel's terms of reference, but were reminded that the review may be undertaken by a different Panel.

It was AGREED that

- 1) Members provide comments on the draft scrutiny project plan for the review of financial assistance to voluntary bodies and groups to the next Panel meeting on 28 June.

**The meeting commenced at 6.00 pm and concluded at 6.34 pm**



## List of Site Visits

	<b>Who?</b>
<b>Connors Keep, Wecock Farm (PCC Housing Scheme)</b>	Cllr D Smith
<b>Elsie Fudge House, Crookhorn(PCC Housing Scheme)</b>	Cllrs Patrick & Hughes
<b>St. Clare's Court, Leigh Park (PCC Housing Scheme)</b>	Cllr J Perry (Cllr Davis to be asked to accompany)
<b>Tweed Court, Leigh Park (PCC Housing Scheme)</b>	Cllr Keast
<b>Wakefield Court, Waterlooville (PCC Housing Scheme)</b>	Cllr Patrick
<b>Lyndhurst House, Leigh Park (PCC Housing Scheme)</b>	Cllr Keast
<b>Herriott House, Cowplain (Guinness Partnership Housing Association Schemes)</b>	Cllr D Smith
<b>Fairmead Court, Hayling Island (Guinness Partnership Housing Association Schemes)</b>	Cllr Lenaghan
<b>Emsworth House, Emsworth (Guinness Partnership Housing Association Schemes)</b>	Cllr Thomas (Cllr Bowerman to be asked to accompany)
<b>The Lodge, Waterlooville (Guinness Partnership Housing Association Schemes)</b>	Cllrs Patrick & Hughes
<b>Enderleigh House, Havant (Guinness Partnership Housing Association Schemes)</b>	Cllr Patrick
<b>Eileen Beard House (Guinness Partnership Housing Association Schemes)</b>	Cllr Hart (Cllr Quantrill to be asked to accompany)

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**SCRUTINY TOPIC PRIORITY MATRIX**

<p>Please rate each of the below topics against each of these statements with a score of 1 to 5</p> <p>(1 = does not fit this statement at all, 5 = key part of selecting this scrutiny topic)</p>	Scrutiny Board's score	This is a strategic and / or significant issue	This issue affects one or more sections of the population	There is evidence to support the need for this scrutiny activity	There is a clear objective for this scrutiny activity	There are adequate resources to carry out this scrutiny activity	It is likely this scrutiny activity can be achieved within the timescale	This issue has been identified by the public (e.g. complaints, member interaction)	This is an area with a large budget / there is a pattern of overspending	This is a key issue for members	There is new government guidance / legislation on this issue	This is a poorly performing service	TOTAL
<b>SUGGESTED TOPICS</b>													
Grants	5												
Flood Prevention	3												
Tree Policy	3												
Economic Development (including town centres)	4												
Planning Parking Policy	3												
Planning Service	4												
EHDC/HBC Partnership	4												
Highway Issues (including on/off street parking, 20 mph road restrictions, highway maintenance)	2 to 4												
Taxi Licensing Policy	3												
Zero Tolerance	3 to 4												
Fly Posting	4												
NORSE	2												
Waste Collection	1												
Provision of Public Toilets	3												
Anti Social Behaviour	4 to 5												
Devolution	5												
Corporate Strategy	3												

Please complete the above matrix as part of the first meeting of your Panel

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Notes of the Communities and Housing Scrutiny and Policy Development Panel held on Tuesday, 28 June 2016

Present

Councillor: Patrick (Chairman)

Councillors: Hart, Perry and Smith D

Also Present:

Councillor Leah Turner

Mark Gregory (Democratic Services Officer) and Nicholas Rogers (Democratic Services Assistant)

Apologies: Councillor(s) Keast and Thomas

		<b>Action</b>
<b>4</b>	<b>APOLOGIES FOR ABSENCE</b>  Apologies for absence were received from Councillors Keast and Thomas.	
<b>5</b>	<b>NOTES</b>  The Minutes of the meeting of the Communities and Housing Scrutiny and Policy Development Panel held on 21 June 2016 were agreed	
<b>6</b>	<b>SCRUTINY BOARD SUCCESS CRITERIA</b>  The Panel discussed the success criteria for the Scrutiny Board and the proposed performance indicators for the scrutiny function.  It was AGREED that members would highlight any issues with the proposed success criteria to Democratic Services ahead of the next Scrutiny Board meeting on 19 July.	All
<b>7</b>	<b>REVIEW THE FORWARD PLAN AND CABINET BUSINESS PLAN</b>  Councillor Turner suggested that the Panel might wish to consider undertaking scrutiny projects on the following issues:  (a) A review into the provision of temporary housing accommodation in the Borough  (b) A review of the processes for dealing with nominations of buildings or other land for listing by the Council as	

an asset of community value

The Panel agreed that these should be added to the list of proposed scrutiny topics.

Nicholas Rogers

## 8 REVIEW OF INDEPENDENT SUPPORTED SHELTERED HOUSING

The Panel noted that visits had been arranged for:

- (a) Enderleigh House – 11 July 2016,
- (b) Herriott House – 12 July 2016 and
- (c) Conors Keep – 13 July 2016.

The Panel noted that a date for a visit of Eileen Beard House was being arranged.

## 9 PRIORITISE SCRUTINY PROJECTS

The Panel discussed the Scrutiny Topic Priority Matrix and the scoring of each topic against each statement.

It was AGREED that a copy of the matrix would be emailed to every member of the Panel who would complete and return the form to Democratic Services before 19 June 2016.

All

Nicholas Rogers

## 10 FUTURE SCRUTINY TOPICS

The Panel agreed that a review of the provisions of health centres in the Borough be added to the list of proposed Scrutiny topics.

Nicholas Rogers

**The meeting commenced at 5.00 pm and concluded at 5.43 pm**

Notes of the Communities and Housing Scrutiny and Policy Development Panel held on Tuesday, 13 September 2016

Present

Councillor: Patrick (Chairman)

Councillors: Hart, Keast, Smith D and Thomas

Also Present:

Councillor Leah Turner

Mark Gregory (Democratic Services Officer), Nicholas Rogers (Democratic Services Assistant) and Tracey Wood (Head of Housing)

Apologies: Councillor(s) Perry

	<b>Action</b>
<p><b>11</b> APOLOGIES FOR ABSENCE</p> <p>Apologies for absence were received from Councillors Lenaghan and Perry.</p>	
<p><b>12</b> MINUTES</p> <p>The Minutes of the meeting of the Communities and Housing Scrutiny and Policy Development Panel held on 14 September 2016 were agreed as a correct record.</p>	
<p><b>13</b> UPDATE ON IMPLEMENTATION OF ACTIONS AGREED IN PREVIOUS REVIEWS</p>	
<p><b>14</b> SAFEGUARDING REVIEW</p> <p>The Panel received an interim update report on actions taken since the Safeguarding scrutiny report was agreed by Cabinet on 7 March 2016.</p> <p>The Panel noted that a full update would be submitted to the next quarterly meeting. It was agreed that Tracey Wood would contact Claire Hughes and Bob Coleman to obtain an update on progress with implementation of the actions agreed by the Cabinet.</p>	
<p><b>15</b> REVIEW THE FORWARD PLAN AND CABINET BUSINESS PLAN</p> <p>Councillor Turner reported that there were four potential bids</p>	

for the Front Recreation Ground Project. The bids would be submitted through the procurement process and a decision made shortly.

## 16 INDEPENDENT SHELTERED HOUSING

The Panel considered the results of the survey into independent supported sheltered housing schemes.

The Panel also received:

- (a) details of the location of each scheme included in the survey together with details of the number of flats within each of these schemes
- (b) a summary of the survey results
- (c) the programme for the meetings to be held with representatives from Guinness Partnership and Portsmouth City Council (“the landlords”) to be held on 3 October 2016;
- (d) draft questions be raised at the meeting referred to in (b) above
- (e) the project progress report for the period December 2015 to September 2016

In response to a question raised by a member of the Panel, the Panel was advised that it would be reasonable to ask the Landlords to supply details on their performance in relation to their performance management targets.

The Panel agreed:

- (i) in principle that the meetings with the representatives of the landlords should be constructive and not confrontational;
- (ii) that the questions covering the issues to be raised at the meeting be sent to the representatives of the landlords prior to the meeting: this would not preclude members asking supplementary questions at the meetings to be held on 3 October 2016;
- (iii) that the draft questions be circulated to members of the Panel for their comments by Friday 16 September 2016
- (iv) that if the members of the Panel wished to add



additional questions these should be submitted to Democratic Services by no later than 12 noon on Friday 23 September 2016.

**The meeting commenced at 5.00 pm and concluded at 6.05 pm**

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Notes of the Communities and Housing Scrutiny and Policy Development Panel held on Monday, 3 October 2016

Present

Councillor: Patrick (Chairman)

Councillors: Hart, Perry, Smith D and Thomas

Also Present:

Councillor Leah Turner

Mark Gregory (Democratic Services Officer), Nicholas Rogers (Democratic Services Assistant) and Tracey Wood (Head of Housing)

Councillors: Buckley, Hughes, Davis

Apologies: Councillor(s) Keast

**17 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillor Keast, Mackey and Lenaghan.

**18 NOTES OF THE LAST MEETING**

It was AGREED that the minutes of the Communities and Housing Scrutiny Panel meeting on 13 September 2016 be approved as a correct record.

**19 MEETING WITH GUINNESS PARTNERSHIP'S REPRESENTATIVES**

The Panel met with Clare Easton, Operations Manager, and Tracy Martin, Housing Manager, from the Guinness Partnership to discuss the results of the recent housing survey and answered questions from Panel members.

The following points were discussed:

**Quality and speed of repairs**

The survey results suggested that residents were unhappy with the time it took for repairs to be made, and the quality of the work when completed. The Panel were informed that nationally, 88% of Guinness residents were happy with repairs in schemes. In Havant, emergency repairs were

**Action**

completed on average within 2 hours (target of 24 hours), and 75% of routine repairs were completed within the target of 28 days (average of 24 days). Guinness had an in-house maintenance team who dealt with the majority of their repairs. Residents could book appointments with the maintenance team for repairs to be made – 84% of repairs have been booked via the appointments system and 92% of these repairs have been carried out at the agreed time.

Guinness intimated that as the number of respondents to the survey was relatively small compared to the overall number of residents in the schemes, the response might not be a true representation of the residents' views. However, the Panel advised that the experience of the Councillors who undertook the survey was that the comments set out in the completed questionnaires were supported by residents who were present but did not complete a form. The Panel also pointed out to representatives of Guinness that the response was higher than the % of spot checks accepted by the Partnership as a true representation of their tenants' satisfaction with the standard of repairs.

Concern was expressed that Guinness did not record statistics for the number of occasions the Partnership failed to complete a repair within the target period as this was standard set out in the tenancy agreement. The representatives agreed to raise the need for these statistics with their head office.

Occasionally a repair could not be completed within the target period because of need for a part or because the problem was more complex than reported. Guinness ensured that residents were not without key appliances when items could not be fixed in the target periods e.g. temporary heaters were supplied if the heating could not be stored within the required time period.

Guinness Partnership schemes worked to a national consistent standard which was supplied to the tenants with their tenancy agreements: changes to these standards and other tenancy conditions were communicated to the tenants prior to any changes. It was agreed that a copy of the tenancy agreements and accompany notes/booklets would be shared with Panel members.

Guinness had a process in place to spot check 10% of repairs undertaken for quality. In a survey conducted in June, 92% of Havant residents were satisfied with the quality of repair works and 99% were satisfied with the contractors who had undertaken the works. Any particular repairs that caused concern with residents were investigated. A random selection

of residents are contacted monthly by phone for feedback on repairs and the scheme in general.

There is a national 'void standard' which set out the minimum standard for vacant flats prior to being re-let. Void flats were either redecorated by the Partnership or by the tenants who were given a Dulux pack to cover the costs of redecoration. 100% of flats were inspected to ensure they met the 'void' standard. Residents were made aware of the minimum standard prior to moving in via accompanied viewings and information packs. Fittings such as curtain poles were removed prior to a new tenant moving in. In the case of carpets, the Partnership would offer a carpet, which had been left in a good condition, to a new tenant; all other carpets were removed prior to occupancy. It was agreed that details of the 'void standard' would be shared to Panel members.

### **Decoration within schemes**

The Panel were informed that of the schemes surveyed, the longest time since a scheme had last been decorated was 2012. Communal and external areas were reviewed every 5 to 7 years.

Carpets in communal areas were replaced as and when considered necessary and were not normally replaced as part of the regular redecoration review. Any areas of the carpet highlighted as a possible health and safety risk were investigated and replaced prior to the replacement of the whole carpet. With regard to the communal carpets at The Lodge, the Panel were informed that Guinness were aware of the issue and were in the process of obtaining quotes for replacement carpets

In response to a concerns raised about the internal layout of The Lodge being inaccessible to mobility scooters. The Panel were advised that storage was available outside of the scheme for larger scooters, and that some residents used smaller scooters within the scheme.

Risk assessments were carried out weekly by staff on-site, while an independent external company compiled fire risk assessments and submitted recommendations on possible improvements within schemes to Guinness.

### **Contact from Staff Members**

It was clarified that sheltered housing was designed to allow tenants to allow them to live independently. Residents had

emergency cords for urgent situations, which connect to a central contact centre. Other care such as home help was not supplied by the Partnership. Tenants were made aware of standard of service they could expect from the partnership before taking up the tenancy. If the staff were made aware or had concerns over the well-being of a resident, they would contact the relevant authorities and/or the next of kin.

The Panel were informed that the previous service whereby residents were contacted every day to check on their well-being was supplied by Hampshire County Council and ceased when supported people funding was withdrawn. There was a long lead-in time for this change and residents were informed through letters, roadshows, meetings and conversations with scheme managers. Scheme managers were also discontinued due to funding constraints, and were replaced by 'Retirement Living Advisors' (RLAs) who are only on-site for specific times. Daily checks on residents were now not possible due to funding constraints.

RLA's have their main offices located at The Lodge and this is where they conducted administrative tasks. Staff were often out at the various schemes they look after during the day and when staff were present at The Lodge, they may not be available to help residents.

The survey results suggested that there were differences between the services offered by Guinness schemes and the expectations of residents within the schemes. The Partnership's representative acknowledged that could have been the case in long term. The Panel discussed encouraging residents to conduct activities that are not within the remit of Guinness to provide.

### **On/Off-Site Activities for Residents**

This was again discontinued due to funding constraints. It was highlighted that the residents themselves could take a proactive role in organising/signposting activities and that this was the case in some schemes.

### **Additional Staffing at Schemes**

The request for staff being present at schemes for more than 10 hours per week would only be possible through an additional charge to residents. The Guinness representatives commented that residents may be unwilling or unable to pay this charge.

### **Complaints Procedure**

All complaints were directed to a national complaints team, who would acknowledge the complaints and passed on to the relevant officer. A 'quick fix' complaint would aim to be completed within 48 hours (i.e. discussion and agreement with the complainant had been reached). Larger complaints would be responded to within 3 days. It was noted that national satisfaction levels were increasing.

### **Anti-Social Behaviour**

The Panel were informed that Guinness had a robust anti-social behaviour policy which had been reviewed earlier this year. The process included a dedicated Tenancy Enforcement Team. Protection for the victim was given priority in any instances of ASB. The majority of ASB instances in Guinness schemes were low-level neighbour disputes.

The Panel were advised that although anti social behaviour was given a high priority the process of working with a multitude of partner bodies to build up the necessary evidence to enable Guinness to evict troublesome tenants could take up to 2 years.

Guinness highlighted their leading role in the recent community trigger that was put into action in response to an incident in which Guinness led the multi-agency response alongside HBC. This had been a positive and informative experience for all involved.

The Head of Housing advised the Panel that the Council had an allocation policy for allocating tenants to housing associations. The vetting process identified any rent arrears, incidents of ASB and a criminal record. Guinness carried out similar checks on any identified tenants.

### **Dissatisfaction with Services**

The Panel were informed that windows were cleaned every 3 months by a contractor and the contractor was required to get a signature to certify the work had been done. Grounds maintenance was carried out every 2 weeks by an in-house team, and incorporated grass cutting, hedge trimming and flower bed work.

The Lodge was the only scheme with communal bathrooms, and these had been locked for a period recently while equipment in the bathrooms was serviced. All communal bathrooms were now open to residents.

### **Safeguarding**

All staff who come into contact with residents at Guinness schemes (including contractors) undertook safeguarding training.

### **Arrangements with Local Hospitals / GPs**

There were no arrangements with local hospitals or GPs as this was not covered as part of the tenancy agreement for independent accommodation.

### **Future Liaison Meetings**

Guinness would be happy to attend meetings with the Council. The representatives of the Partnership however, advised that they would not wish these meetings to be used to deal with individual complaints, which should be covered under the partnership's day to day activities. It was suggested that the meetings would deal with strategic policies and issues. The Panel also discussed circulating a clear guideline to Councillors on the process for highlighting residents concerns to housing officers and seeking a resolution.

Contact details for key officers at Guinness and the Council would be circulated to Panel members.

## **20 WRITTEN RESPONSES TO QUESTIONS FOR PORTSMOUTH CITY COUNCIL**

The Panel received written responses to the questions posed to Portsmouth City Council.

It was AGREED that a meeting be set for the week commencing 17 October to discuss the responses to Councillor questions given by Guinness Partnership and Portsmouth City Council and to consider the recommendations given for the report.

**The meeting commenced at 9.30 am and concluded at 12.19 pm**



Notes of the Communities and Housing Scrutiny and Policy Development Panel held on Tuesday, 18 October 2016

Present

Councillor: Patrick (Chairman)

Councillors: Keast and Perry

Also Present:

Councillors: Lenaghan

Apologies: Hart, Mackey, Smith D, Thomas and Turner

	<b>Action</b>
<p><b>21</b>      <b>NOTES</b></p> <p>The noted of the meeting of the Communities and Housing Scrutiny and Policy Development Panel held on 3 October 2016 were agreed as a correct record.</p>	
<p><b>22</b>      <b>REVIEW OF INDEPENDENT SUPPORTED SHELTERED HOUSING</b></p> <p>The Panel considered the draft report and findings pack for the review of Independent Supported Sheltered Housing.</p> <p>Revised Conclusions and recommendations were circulated prior to the meeting</p> <p>It was agreed that</p> <p>(A)      the recommendations of the report be amended to read as follows:</p> <p>          “2.1      six monthly liaison meetings be arranged with the Guinness Partnership and Portsmouth City Council for Councillors (Portfolio Holders) and officers (Heads Of Service) to discuss high-level strategic issues within housing schemes and community issues in the Borough;</p> <p>          2.2      Monthly contact discussions be arranged between officers at the Council and Guinness Partnership / Portsmouth City Council housing teams to discuss housing related issues and concerns relating to residents the</p>	

Borough;

- 2.3 A clear guideline on the process of raising issues concerning residents living within schemes provided by housing associations be circulated to all members;
- 2.4 Guinness Partnership be recommended to improve its communication and performance recording to overcome the clear disparity between the expectations of their customers and the service it provides;
- 2.5 The Crime and Disorder Panel be recommended to include in their review of the Safer Havant Partnership, how the agencies work together to resolved anti social behaviour in sheltered accommodation;
- 2.6 Councillors be encouraged to regularly visit sheltered housing schemes within their ward e.g. attend coffee mornings to improve the profile of the Council and strengthened the link between councillors and their constituents;
- 2.7 Guinness Partnership and Portsmouth City Council be requested to supply the Council each year with a copy of their Housing Annual Report together with a breakdown of the performance statistics relating to this Borough;
- 2.8 The officers be requested to compile a list of sheltered housing schemes within the Borough and publish this on the Council's website; and
- 2.9 a link to the definition of Sheltered Housing be included in the Home Choice website.”
- (B) Guinness Partnership be asked to clarify the number of flats for each of their schemes surveyed that were available for rent and supply details of the work undertaken when these schemes were last redecorated.

Mark Gregory

**The meeting commenced at 5.00 pm and concluded at 6.04 pm**