

# **Council**

**Thursday, 29 September 2011**

## **Additional Information**

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**MINUTE FOR CONFIRMATION**

**CABINET**

**THURSDAY 22<sup>ND</sup> SEPTEMBER 2011**

**38. Swindon Housing Vote - Offer Document  
(Minute for Confirmation)**

The Cabinet Member for One Swindon, Communities and Housing and the Chief Executive submitted a joint report setting out the proposed "Offer Document" to be put to Housing tenants detailing the two options to vote for in the ballot to be held in November/December 2011 on the choice for tenants of either remaining with the Council as landlord under the new "Self Financing" arrangements or of transferring to a new "not for profit" housing association. (Minute 29 refers.)

Councillor Russell Holland, Cabinet Member for One Swindon, Communities and Housing, advised that the proposed ballot of Housing tenants was a two-stage process. The first stage involved the publication and distribution to all eligible tenants of an "Offer Document". This Offer Document detailed the two options available to tenants as detailed in the Housing Options Appraisal. The first stage of the process lasted for twenty-eight days during which time tenants were invited to comment on the Offer. As no confirmation had yet been received on the request to the Homes and Communities Agency to extend the ballot period, it was necessary to bring the draft Offer Document to this meeting as a matter of urgency in order to avoid any delay in the process of moving to a ballot in November/December 2011.

Councillor Holland highlighted some of the key elements of the draft Offer Document, that was attached as Appendix 1 to the report, and explained that the results of the further consultation taking place with the Residents Engagement Group would be reported to Members before the Council was asked to make its decision at the special meeting to be held on 29<sup>th</sup> September 2011.

Councillor Des Moffatt expressed his belief that it was inappropriate for the Offer Document to be seen as a Council "owned" document. He felt that the Council should distance itself from it and that, more appropriately, it should be seen as a Shadow Board document. He did not feel that the Offer Document accurately reflected the reality of the situation and that through the way information was presented it was biased towards the transfer option.

Councillor Holland explained that the Offer Document was a Council document to which the Residents Engagement Group and the Shadow Board have had an input. For the reasons previously highlighted both in the report and at previous Cabinet and Council meetings, there were benefits associated with transfer, but it was up to the tenants to decide. He strongly disagreed with the statements made by Councillor Moffatt regarding the integrity of officers and the pressures placed on officers to promote a certain outcome. He asked the Director of Housing, Leisure, Libraries and Culture whether he had been asked by any member of the Council's administration to reflect positively in literature, or to promote, a "yes" vote in the tenants ballot. The Director confirmed that this had not been the case.

Councillor Steve Wakefield asked for there to be greater clarification in the final Offer Document on the issue of Disabled Facilities Grant and on facilities to be provided to disabled tenants in their homes. He also hoped more explanation could be provided regarding succession rights and on the “protected tenancy” rights that were to be introduced.

Councillor Stan Pajak referred to the structure of the Shadow Board and indicated that the Liberal Democrat Group would be putting forward a nomination to the vacant Councillor position on the Board.

Councillor Holland thanked Councillors for their contributions and advised that whilst timescales remained extremely tight there was still time for Councillors to submit comments as part of the consultation process associated with the Offer Document.

**Resolved – That, subject to the confirmation of the Council and to no significant issues arising from the prior consultation with the Residents Engagement Group –**

- **The Swindon Housing Vote Offer Document, as set out in Appendix 1 to the joint report, be approved for consultation with Council tenants.**
  
- **The Chief Executive, in consultation with the Cabinet Member for One Swindon, Communities and Housing, the Director Law and Democratic Services and the Director of Finance be authorised to make minor drafting amendments to the Offer Document prior to publication.**

The reasons for the decision and alternative options are as set out in the report to the meeting.

(Councillor Brian Mattock, Cabinet Member for Health and Adult Social Care and Councillor David Renard, Cabinet Member for Children’s Services, made personal declarations of interest in respect of the above item, as they were members of the Shadow Housing Board.)

# Swindon Housing Vote – Offer Document

Cabinet and  
Full Council

Date: 22<sup>nd</sup> September 2011  
Date: 29<sup>th</sup> September 2011

Author: Cabinet Member for One Swindon, Communities and Housing  
Chief Executive

Parish / Wards Affected: All

## Purpose

- An “Offer Document” will shortly be put before tenants setting out the two options to vote for in the ballot to be held in November/December 2011. The report seeks Members approval for the draft offer.

## Recommendation

That Cabinet

1. Recommend to Full Council that subject to no significant issues arising from the prior consultation with the Residents Engagement Group, the Offer Document as set out in Appendix 1 be approved for consultation with the tenants.
2. Authorise the Chief Executive, in consultation with the Cabinet Member for One Swindon, Communities and Housing, the Director Law and Democratic Services, and the Director of Finance to make minor drafting amendments to the Offer document.

## 1. Reasons

- 1.1 Reports to Cabinet on 13<sup>th</sup> July 2011 and 7<sup>th</sup> September 2011 identified the key implications for tenants resulting from changes to the way in which Council housing is funded from 1<sup>st</sup> April 2012 onwards. The new funding arrangements (“Self Financing”) place considerable financial challenges on the Council principally because from 1<sup>st</sup> April 2012 the Council will have to take on £145.5m of the national council housing debt. The impact of these additional debt charges results in around a £70 million capital shortfall in the first 10 years of the Council landlord business plan.
- 1.2 This report is submitted to Members as a matter of urgency in order that consideration can be given to the contents of the proposed Offer Document and there is no delay in the Tenant Ballot process in view of the requirement for the Ballot to be held in November/December 2011.

## 2.0 Detail

- 2.1 The Ballot will be a two stage process. Stage 1 involves the publication and distribution of an Offer Document to all tenants eligible to vote. The

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Further information on the subject of this report can be obtained from Michael Ash on Direct Dial No 01793 464410 or Email [mash@swindon.gov.uk](mailto:mash@swindon.gov.uk).

## Swindon Housing Vote – Offer Document

Cabinet and  
Full Council

Date: 22<sup>nd</sup> September 2011

Date: 29<sup>th</sup> September 2011

Offer Documents sets out the two options available to tenants as detailed in the Housing Options Appraisal. These are to either remain with the Council but under the new financial arrangements of Self Financing or to transfer to Swindon Housing Association, a not for profit registered and charitable housing association set up specifically for the transfer of Swindon's Council housing. Stage 1 lasts for 28 days during which time tenants are invited to comment on the Offer and the future of Council housing in Swindon.

- 2.2 Tenants are then advised of the outcome of Stage 1 including any adjustments that need to be made to the Offer. Following this Stage 2 commences which is the ballot itself and also lasts for 28 days. At this point ballot papers are issued. If the majority vote in favour of a transfer, final approval will be sought from the Secretary of State for the transfer to go ahead. If the majority vote in favour of remaining with the Council, then under the proposed Self Financing rules, final arrangements will be put in place for the Council to raise the £145.5m required by the Government.
- 2.3 The Shadow Board of the proposed Swindon Housing Association has met and agreed the Association's offer. Officers and the Independent Tenants Adviser (DWA), have held regular meetings with tenants, principally with the Residents Engagement Group, but also with Swindon Tenants Voice and the Tenants Association for Sheltered Housing to agree the draft Offer Document.
- 2.4 Some of the headlines in the Offer Documents are set out below:
  - Tenants rents will be the same under both options. The Council, under Self Financing, will guarantee rent increases no greater than RPI + 1/2% + £2 until 2015. Swindon Housing Association will be able to provide the same guarantee but for a longer period, until 2017;
  - The Offer sets out the major improvements that can be made to tenants' homes. For example the Council offers to complete 750 new kitchens and 750 new bathrooms over the next 5 years. Swindon Housing Association offers to complete 6,000 new kitchens and 8,600 new bathrooms over the next 5 years;
  - Tenants key rights including the Right to Buy, Right to Repair, Right of Succession and Right to Exchange are the same under both scenarios – the Offer Document includes a copy of Swindon Housing Association's proposed tenancy agreement identifying these rights for existing tenants;
  - Service levels are also detailed in the Offer. For example the Swindon Housing Association provides a guarantee to keep residential sheltered housing officers (wardens) in sheltered housing schemes

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over the next 10 years, and it provides the same guarantee to retain the Neighbourhood Warden teams.

### Alternative Option

- The alternative option of not going to ballot will result in the automatic adoption of the proposed new funding model for Council housing (“Self Financing”). The impact on tenants has been set out in previous reports.

### Risk Management

#### *Financial and Procurement Implications*

- There are no new financial implications in this report. The draft Offer relates to the original Options Appraisal. The Council has obtained specialist financial advice in formulating the Offer document. The Offer is based on the business plan models for both options.

#### *Legal / Human Rights Implications*

- Legal and Human Rights considerations have been taken fully into account in compiling this report. It is considered that the steps taken by the Council in relation to debt management are proportionate and compatible with convention rights.
- Consideration has been and will continue to be given to the governance of the process and external communications.

#### *Links to Corporate Plans and Policies*

- Providing additional investment to the Council's housing stock is a priority within the Annual Operating Plan and all Council owned housing must meet the Government's standard for decent homes.
- A full Diversity Impact Assessment for a Tenant Ballot has been completed in the preparation of previous reports.

### Consultees

- The Director of Finance (Section 151 Officer) and Director of Law and Democratic Services (Monitoring Officer) are consulted in respect of all reports.

### Background Papers and Appendices

- Appendix 1 – Draft Offer Document

### Key Decision / Decision in Forward Plan

- This is not a key decision (as it is a matter for determination by the full Council) and is not included in the September 2011 Cabinet Forward Plan.

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## **Formal consultation on the future of Council housing in Swindon**

Important information about the future of your home



Consultation on the proposed transfer of the Council's homes to Swindon Housing Association.

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**DRAFT 4 Full Council (29-09-11)**

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# An important choice

## The Swindon Housing Vote gives you the chance to decide on the future of Council housing in Swindon.

Tenants have the right to live in modern, well maintained, affordable homes and good neighbourhoods. The Swindon Housing Vote asks you to make an important choice between two options for the future of Council housing in Swindon. The choice is:

- **Keep the Council as your landlord, operating under the new finance rules that the Government are proposing will come into force for all council housing in England from April 2012**

or

- **Transfer the Council's homes to Swindon Housing Association – a new, not-for-profit, independent, local housing landlord.**

This formal consultation document and the accompanying DVD film set out what each option involves and what they mean for you, your home and your community.

The Council will take into account tenants' responses to this consultation. They will guide the Council in setting the proposed priorities for investment and improving services for Swindon Housing Association and on whether to hold the planned ballot during November and December 2011.

Whatever happens, the way the housing service operates in Swindon will change from April 2012. The Council's view is that setting up the new landlord, Swindon Housing Association, is the most realistic option to deliver modern, well-managed homes, kept in good condition for the future. Around 200 councils in the UK have already transferred all or part of their housing in this way.

Please read this document carefully and watch the DVD. Then tell us what you think by returning the pre-paid reply card or using the other methods explained at the back of the booklet. **This is not the ballot itself** - we just want to know your views at this stage.

Tenants will decide the way forward for Council housing in Swindon. So please make sure your voice is heard.

**Signature/photo**

Bernie Brannan

Director of Housing & Leisure

**Signature/photo**

Councillor Russell Holland

Cabinet Member for Housing, Communities and One Swindon

# From the Resident Engagement Group

**The Resident Engagement Group (REG) – a group of volunteer tenants and leaseholders formed specially to advise on the Swindon Housing Vote, has been involved in developing this consultation document.**

The Resident Engagement Group is made up of tenants and leaseholders of Swindon Borough Council. We are volunteers who have worked closely with our Independent Tenant Advisor and the Council in drawing up this consultation document.

Please read the document carefully and watch the DVD - It's about the future of our homes and our communities.

The Government says we must have at least 28 days to consider this document and have our say before the Council decides whether to ask us to vote. The Council will also consider tenants' comments so please use the reply slip on page [XX].

This is an important decision. If there is anything you are not sure about please ask. If you, or someone you know, needs help to understand what is happening, please ask the Council or the Independent Tenants' Advisor, DWA, who will be more than happy to answer your questions. Their contact details are on page [XX].

Thank you for taking the time to read this.

The Resident Engagement Group – photo 1

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## Jargon buster

‘**Swindon Housing Association**’ is used throughout this document to refer to the proposed new, local landlord. If the transfer goes ahead, the Shadow Board will consult with tenants and leaseholders to decide on a permanent name for the new organisation.

# Key facts

## Five things you need to know about the Swindon Housing Vote.

### **Fact 1 – rents would be set the same way whatever happens**

If the proposed new housing landlord, Swindon Housing Association, is set up following a ballot of tenants, rent increases would still be subject to the same Government formula as if the Council remains the landlord. The Government formula is currently the rate of inflation plus 0.5% plus up to £2.00 per week. Swindon Housing Association would also give you a **contractually binding guarantee for the five years following transfer** that your rent would not go up each year by more than the rate of inflation plus 0.5% plus £2.00 per week, even if the Government formula changes. The Council could not give such a guarantee on future rent increases.

### **Fact 2 – tenants' key rights are protected whatever happens**

If the majority of tenants voting in a ballot vote yes to the Council transferring its housing to Swindon Housing Association, current Council tenants will get a new, assured tenancy agreement with all their key, existing rights protected (including a Preserved Right to Buy).

### **Fact 3 – more money for housing in Swindon if tenants vote for transfer**

Swindon Housing Association would have a budget of £306 million to spend over the next ten years to improve and maintain homes. But the Council expects that it would only be able to afford £236 million in the same period - a shortfall of £70 million. If tenants vote for the Council to transfer its housing to Swindon Housing Association, this amounts to an additional £70 million to pay for repairs and improvements. This is equivalent to an average of approximately £6,700 per home over the next ten years.

### **Fact 4 – council housing funding is changing – extra debt for the Council**

Council housing funding will change in England from 1 April 2012 because of the proposed new 'self-financing' rules. Swindon is one of only three councils in the country where tenants currently have the chance to vote on a transfer to a housing association. If the Council continues as the landlord following a ballot of tenants, it will have to take on an estimated extra £145 million of borrowing to pay for its share of the national housing debt (the cost of providing all English council homes in the past). This extra debt will cover a payment to the Government – it will not be used to pay for investment in tenants' homes. Taking on this debt would limit the money available to the Council for improving and maintaining homes and services in Swindon.

### **Fact 5 – a secret, independent ballot**

If the planned ballot goes ahead, it will be run by Electoral Reform Services – the UK's leading independent polling agency. The Council will not know which way you vote. The outcome of the ballot will decide the future of Council housing in Swindon, so make sure you use your vote.

# Why hold the Swindon Housing Vote?

The Council has **concluded** that transferring its homes to a new local housing landlord, Swindon Housing Association, is the most realistic option to improve homes in line with tenants' aspirations. But this can only happen if a majority of tenants voting in a ballot support the idea.

## The Council's homes

The Council has carried out repairs and improvements to maintain all its homes up to the Government's Decent Homes Standard (the basic minimum standard that all social housing must meet). But the Council has not been able to ensure all of its homes meet a preferred higher standard known as the Swindon Homes Standard, which is in line with what tenants say they want.

## The Swindon Homes Standard

The proposed new, local housing landlord, Swindon Housing Association, would have additional funding available to improve homes to a higher standard than the Council could within the next ten years. The higher Swindon Homes Standard would provide:

- modern kitchens to all homes in the next five years
- modern bathrooms to all homes in the next five years
- upgrading of all sheltered housing in the next ten years
- improved safety and security to 300 blocks of flats in the next ten years
- structural repairs and thermal improvements to 2,562 non-traditional homes (not brick-built homes) in the next ten years. Without proper investment in non-traditional homes, these properties will deteriorate and could become uninhabitable.

## What's needed

An independent survey updated to reflect current information held by the Council shows that it would cost £688 million over the next 30 years to improve and maintain all the Council's homes to the Swindon Homes Standard. The independent survey was prepared as part of the 2009 options appraisal. These costs have been and are continuing to be independently validated. Swindon Housing Association could spend £306 million over the next ten years to work towards achieving the Swindon Homes Standard, but the Council could only afford £236 million

in the same period - a difference of £70 million. The Council would only be able to maintain homes to the Decent Homes Standard, which is the basic minimum standard, over the next ten years.

### Considering the options

In 2009, the Council looked at the future needs of the housing service and the options for delivering it. The Resident Engagement Group and the independent advisor, DWA, were involved in this review. The review of options showed that the funding available was significantly less than the Council would need to improve homes to a higher standard than the Decent Homes Standard.

In 2010, the Government also proposed new rules known as self-financing for council housing in England.

The Council has continued to consult with tenants and leaseholders and its view is that housing stock transfer is the most realistic option to meet housing needs and tenants expectations. This led to the Council agreeing that tenants should be balloted on the choice of transferring the Council's homes to a new, local, independent housing landlord (Swindon Housing Association) or staying with the Council.

In July 2011, the Government approved the Council giving the tenants the opportunity to be consulted before the introduction of self-financing and the need to take on the extra £145 million of debt. If tenants don't agree to the transfer proposal, the Council would have to take on the £145 million of debt before April 2012, whatever happens.

If tenants don't vote for transfer now, because of the self-financing rules to be introduced by Government in April 2012, it is unlikely that tenants will have the opportunity to consider a transfer in the foreseeable future.

# What you need to do

## **How to respond to this consultation and how the proposed ballot will work.**

### **Your right to comment**

The Council will consider any comments you make on the proposal which are received by the deadline set out below. There is a pre-paid card at the back of this document for you to use, or you can reply by phone, email or letter.

**Please send your comments to reach the Council by midday on 21<sup>st</sup> November 2011.**

### **Free, independent advice**

If you would like to get free, independent advice on this consultation, please contact DWA on freephone 0800 0855 492, email [info@dwa-housingconsultants.co.uk](mailto:info@dwa-housingconsultants.co.uk) or write to Freepost (no stamp needed) SWC5119, Telford, TF8 7ZA.

### **Legal requirements for tenant consultation**

The law which states that councils have to consult their tenants about proposed transfers of council housing is set out in Section 106A and Schedule 3A of the Housing Act 1985. The Council and the Secretary of State must have regard to the views of the Council's secure and introductory tenants.

The Council must give you a notice informing you of:

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

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

The effects of the provisions of Schedule 3A Housing Act 1985 are described in this section, 'What you need to do'.

The Council must first serve on you notice (the Stage One Notice) giving you the information listed above and informing you that you may make representations to the Council. This consultation document and the letter sent with it is the Stage One Notice.

After considering all the comments received from tenants by midday on 21<sup>st</sup> November 2011, the Council will send you a further written notice (the Stage 2 letter), telling you about any significant changes to the proposal and whether the ballot is going ahead.

The Stage Two letter will also explain that within a specified period of not less than 28 days of receiving the letter you can write to the Secretary of State at the Department of Communities and Local Government with any objections to the proposal. The Secretary of State will take tenants' objections into account when considering any application from the Council for consent to transfer its homes to the new housing association.

If the Council decides not to go ahead with the ballot, the Swindon Housing Vote will go no further and the Council will remain your landlord.

### **How the vote would work**

If it goes ahead, the ballot will be organised by an independent organisation, Electoral Reform Services. Every secure and introductory tenant would have a vote, so joint tenants would each have separate ballot papers. Neither the Council nor Swindon Housing Association would know which way you vote.

**If you need help to vote, you will be offered independent support and more details will be explained to you in the ballot letter, which will contain all the relevant contact numbers including who to speak to if you have any queries.**

As well as voting by either post, **text message or online**, tenants in sheltered housing will also be able to vote using a special secure ballot box at their scheme **in line with the requirements of the Electoral Reform Services.**

The ballot period would last for at least 28 days, starting at around the same time as you receive the Stage Two letter. It is currently expected that the Stage Two letter would be sent and the ballot period would begin in late November 2011.

If you do not use your vote, your views will not be considered. So it's very important to make your views known by using your vote.

### **Swindon Housing Vote result**

After the end of the ballot period, the Council will announce the outcome and write to you with details of the overall result. If a majority of tenants who vote are in favour of transferring the Council's housing to Swindon Housing Association, **you can make further comments to the**

Secretary of State at the Department of Communities and Local Government within 28 days of the result being notified.

The Council must then ask the Secretary of State for consent for the transfer to happen if it decides to proceed with the transfer. The Secretary of State will only give this consent if s/he is satisfied that the majority of tenants who voted are not opposed to it.

If all of this happens, the legal transfer of ownership and management of your home is expected to take place near the end of March 2012.

If a majority of tenants who vote in the ballot vote against the transfer, the process will come to an end and the Council housing service will run under the new self-financing rules from 1 April 2012.

# Self-financing – the new rules for council housing in England

## **Changes to council housing finance from 1 April 2012 will have a big impact in Swindon.**

The Council currently pays approximately £9 million per year from tenants' rents to the Government under the system known as 'negative subsidy'. In February 2011, the Government announced its intention to replace the current system of funding for councils that own housing with a new system of funding. This system is called "self-financing" and is due to be introduced for councils that still own their houses from 1 April 2012.

The self-financing option involves approximately 170 councils each being allocated a share of £28 billion of national housing debt, based on a figure calculated by the Government. It means these councils will not in future have to carry on giving any surplus money from council house rents to the Government.

While Swindon Borough Council would have more resources under the self-financing system, it would not have the overall funding needed to improve and maintain the stock to the Swindon Homes Standard, which is the standard that tenants say they want to see within the next ten years.

With the self-financing option, the Council will keep all its rent but it will have to manage a further debt of £145 million on top of the £12 million it already has. This additional debt taken on under self-financing would be used to make a payment to Government, it would not be available to pay for investment. Just like managing any other loan the Council would then need to service the debt by either repaying it and paying interest on the outstanding sums, or by maintaining the debt and paying interest on the full amount. These interest and debt repayments must be made from the money it receives in rent. The Council is concerned that if it retains its homes when self-financing is introduced, it simply could not give tenants anything like the level of investment that the transfer would deliver over the next ten years.

# Swindon Housing Association – a new, not-for-profit, local housing landlord

**If tenants vote for transfer, the new, local housing association would avoid the impact of the self-financing changes and have significantly more money to invest in improved homes and services over the next ten years.**

Swindon Housing Association would be able to invest £70 million more than the Council over the next ten years and would be able to achieve the Swindon Homes Standard much earlier. Swindon Housing Association would need to borrow and pay £67 million to the Council to buy the Council's homes. It would also need to borrow another £132 million, which would be used to pay for improvements to the Swindon Homes Standard.

## About Swindon Housing Association

Swindon Housing Association would be a new charitable not-for-profit, independent housing landlord based in Swindon. It would be registered with and regulated by the Social Housing Regulator (currently the Tenant Services Authority, but the Government is proposing that this will switch to the Homes and Communities Agency from April 2012). See

[www.tenantservicesauthority.org](http://www.tenantservicesauthority.org) and <http://www.homesandcommunities.co.uk>

The association would have an open membership policy, so that tenants could apply to become company members. This would give tenants much more say on how the organisation is run and the decisions it makes. **Four places on the Swindon Housing Association Board would also be reserved for tenants.**

## Not-for-profit

As a not-for-profit organisation, Swindon Housing Association would put back all its surpluses into investing in homes, the local housing service and repaying loans. It could not pay any dividends to its members or Board members. The association would apply for charitable status and registration with the Charity Commission.

## The Swindon Housing Association Board

Swindon Housing Association would be governed by a Board made up of four tenants, four Council nominees, (**usually Councillors**) and four independent people with relevant skills and experience. If this were to change in the future, Swindon Housing Association would fully consult with tenants and it would also require the Council's permission. All Board members would have equal voting rights and have a duty to act in the best interests of Swindon Housing

Association. Board members have currently been recruited to serve on a voluntary basis, but could claim for reasonable out-of-pocket expenses incurred in their role.

The Board already exists in a 'shadow' form, so that it's ready to set up and run Swindon Housing Association if tenants vote for this option. The Shadow Board Members are:

### **Tenant board members**

#### **Keith Badenski**

Keith has been a Swindon Council tenant for eight years and has been actively involved in tenant participation groups throughout this time. He became a Tenants Association for Sheltered Housing (TASH) representative for his sheltered housing scheme in June 2003. He was chairman of TASH for two years and has sat on various sub groups including Housing Property Forum, Repairs and Voids and Welfare Adaptations.

Before he retired, Keith had a range of jobs and can bring this variety of experiences to the Shadow Board.

Keith sees his role on the Shadow Board is to ensure that all the promises within the consultation document are kept and that the Board looks forward to making further improvements for all tenants.

#### **Ruth Kiddle**

Ruth has been a Council tenant for 14 years, with 12 years involvement in Swindon Tenants Voice (STV) for which she has held each officer post. She has studied a course in Tenant Participation and Neighbourhood Renewal at Oxford Brookes University, where she gained the status of Housing Practitioner. She has also attended conferences with the Chartered Institute of Housing and the Tenant Participation Advisory Service.

Ruth was previously on the Board of the Wiltshire Law Centre. She is passionate about the rights of tenants and the service they receive.

#### **Shirley Jones**

Shirley a founder member of Swindon Tenants Voice since 1999, and is currently working on several sub-groups including Repairs and Voids and Housing Advisory Forum. In 2010/11 Shirley was Chair of Swindon Tenants Voice. Shirley works full-time for an Accountant as a receptionist/cashier for over 20 years.

#### **Jan Bailey**

Jan was a tenant with Western Challenge Housing Association for 25 years before moving to a Swindon Borough Council tenancy in 2009. She has been involved with tenant participation and involvement for 23 years and was Chair of the residents association for 22 years. Jan also sat on the Regional Housing Services Committee and the Western Panel for many years,

being involved with service reviews and ongoing consultation. Her work experience includes administration and sales for 35 years.

Jan believes that it is important that everyone understands why this change must take place, as it will ultimately have a negative financial effect on the whole of Swindon if things stay as they are.

### **Council nominated board members**

#### **Councillor Brian Mattock**

Brian has over 30 years professional housing experience for Swindon Borough Council, he held the position of Head of Housing until his retirement. Brian is a Fellow Member of the Chartered Institute of Housing and an active Member of the South West Branch. He has been an elected member of the Council since 2006, having held four Cabinet positions including, until recently, Lead Member for Housing.

#### **Councillor David Renard**

David is a Swindon Council nominated member of the Shadow Board, who has been a councillor since 2002. He is currently the Cabinet Member for Children's Services, but held the Housing portfolio between 2004 and 2010 as well as the Adult Services brief between 2006 and 2010. He was Chairman of the Supporting People Board between 2005 and 2010.

Consequently, David has an extensive knowledge of social housing issues and the challenges that residents face. Over the years, he has visited many Council owned and housing association properties and was instrumental in driving forward many of the improvements that tenants have seen to their homes and their neighbourhoods over recent years. David is well known amongst tenants and tenants' groups and understands the priorities and ambitions they have for their homes.

#### **Councillor Mavis Childs**

Mavis has served as chair /lead member and shadow lead member of housing also vice chair of the housing advisory committee, she is well known among the tenants various groups and has always supported them. Mavis also worked with the housing department when the last options took place and will endeavour to ensure that tenants are well informed and their questions are fully answered during this current housing options.

#### **Councillor Andy Harrison**

Andy is a Swindon Council nominated member of the Shadow Board, has been a councillor for 5 years and is his group's spokesperson on housing.

He has previously been a tenant and has grown up and lived for over 40 years in the large council housing area that he now represents as a councillor.

Through other voluntary work within his community for over 20 years Andy is widely experienced in dealing with issues relating to tenants and the needs of tenants within the wider communities in which they live.

Andy has had a wide range of employment, been involved and trained as a local and regional trade unionist and can bring this variety of experiences to the Shadow Board.

### **Independent board members**

#### **Robin Bailey**

Robin has recently retired, having been Director of Savings for Nationwide Building Society. Before that, he held other significant executive roles for more than 20 years. He has been an Approved Person with the Financial Services Authority for many years and is currently Chairman of Nationwide International Ltd. He has a Diploma in Management Studies.

#### **Rachael Capener**

Rachael has worked in social housing for seven years and is passionate about excellent quality services for all tenants. Rachael has worked for the same organisation in Cheltenham for this time and spent a considerable period working in community engagement. Now the Housing Support Manager, Rachael manages the service which delivers housing support in sheltered accommodation. Rachael recently achieved a Foundation Degree with Merit in Housing from UWE and from this has a vast understanding of housing law, policy, investment and revenue.

#### **Kieran Colgan**

Kieran is an experienced housing professional. He has worked in housing for almost 20 years, mostly at a senior strategic level. He has expert knowledge of housing policy and practice and of the regulatory, legal and audit framework within which housing providers operate.

Kieran began his career with Bristol City Council, ultimately managing a range of service including housing repairs and improvement, private sector housing and public health services. In 2001 he joined the Audit Commission as a Best Value Inspector, and from 2006 was the Lead Housing Inspector for the South West region.

Kieran is passionate about delivering excellent housing services that are both efficient and customer-focused.

#### **Margaret Cooper**

Margaret worked in both housing association and local authorities for over 25 years at a senior level. She is a member of the Chartered Institute of Public Finance and Accountancy. She took early retirement in 2007.

The tenant and independent Shadow Board members were chosen following advertisements in the local press and on the Council's website. Information was also sent to Swindon Tenants Voice and the Tenants Association for Sheltered Housing. Council Shadow Board members were chosen and nominated by the Council.

In the future, some of the tenant and independent Board members would stand down at each annual general meeting of the housing association. New tenant Board members would be elected by Swindon Housing Association tenants. New independent Board members would be recruited and elected by the Swindon Housing Association board and new Council Board Members would continue to be chosen by the Council. **If the way tenant or Council Board members are to be elected or chosen changes in the future, Swindon Housing Association would fully consult with tenants and would also require the Council's permission.**

### **Buying the Council's homes**

Government policy states that Swindon Housing Association would have to buy the Council's homes. The price paid is based on a Government formula that takes account of:

- The likely rents payable by tenants over the next 30 years
- The cost of future repairs and improvements.
- The protected tenancy rights offered to tenants and the need to charge affordable rents
- The costs of managing homes over 30 years.

Swindon Housing Association would raise the money to pay for the Council's homes and the improvements explained in this document from lenders such as banks and building societies. This loan would be repaid over 30 years from tenants' rents.

The Council would not be allowed to spend all of the money it receives from Swindon Housing Association for buying its homes. It would have to meet some of the costs of the Swindon Housing Vote from the sale proceeds, repay existing housing debt and pay some of the money received as a levy to Government.

The Council would be able to allocate the remaining approximately £40 million from the sale of its homes to benefit the wider Swindon community.

### **Swindon Housing Association staff**

If tenants vote to transfer the Council's housing to Swindon Housing Association, most of the Council's existing housing staff would have the right to transfer to the new association with their conditions of employment protected under the Transfer of Undertakings Protection of

Employment (TUPE) regulations. This means that the housing service would be largely run by the same people as now. Swindon Housing Association would be based in the Civic Offices and would initially share existing services, including Capita staff, with the Council. The Swindon Housing Association Board would consider future provision of premises and shared services on a value for money basis.

Swindon Housing Association would set out to be an employer that people want to work for - able to attract, train and retain quality staff.

### **Working with the Council**

If tenants vote to transfer the Council's housing to Swindon Housing Association, the Council would no longer be your landlord, but would continue to work in close partnership with the new landlord. Swindon Housing Association would agree a legally binding contract with the Council, based on the promises in this document.

The Council would meet annually with Swindon Housing Association to monitor the performance of the association to make sure it delivers the promises set out in this document and provides a proper standard of service.

The Council would continue to:

- Be legally responsible for assessing housing needs in Swindon and maintain the waiting list.
- Provide support to registered housing landlords to meet housing need, and work with homeowners to improve housing conditions.
- Have a legal obligation to provide housing advice and assist homeless people.
- Manage the letting of homes through its own scheme (currently known as Swindon Home Bid).
- Be responsible for the processing of Housing Benefit applications.
- Provide other services such as rubbish collection, environmental health, leisure and planning.

Swindon Housing Association intends to allocate homes in a similar way to the Council and be a partner of the choice based lettings scheme, Swindon Home Bid. The new organisation would work closely with the Council to ensure empty homes are allocated in a way that promotes choice and considers people's needs.

You would still be able to ask councillors to act on your behalf if you have problems with your housing. Swindon Housing Association would establish a written protocol with councillors to provide them with direct access to senior staff.

Parts A – I of this document give more detail on the Council's offer and promises to tenants and how different parts of Swindon Housing Association's service would work.

## Regulating Homes in Swindon

Swindon Housing Association would be regulated and have its services monitored by the Tenant Services Authority (TSA), which is the Government appointed body that regulates all registered landlords of social housing. Swindon Housing Association must achieve registration with the TSA as a registered landlord before a transfer can take place.

In particular, the TSA:

- Sets rules and standards which all registered landlords must follow. These standards are set to ensure that tenants' rights are protected, services are of a high quality and that financial management is sound.
- Monitors the performance of registered landlords to ensure these expectations are met. If Swindon Housing Association did not meet these expectations, the TSA would have wide powers to step in and supervise, if necessary.

External auditors would check the finances of Swindon Housing Association each year and publish their opinion in the annual accounts. This safeguard would help to prevent Swindon Housing Association getting into financial difficulties. The TSA can take action if a registered landlord is threatened by insolvency to ensure as far as possible that tenants are protected and their homes remain in the regulated social housing sector.

The Government are proposing from April 2012 that the regulatory functions of the TSA will be transferred to the Homes and Communities Agency (HCA) although the precise details are not yet known.

## The two options compared

**From surveys and working with tenants, the Council has identified the most important priorities for people's homes and communities.**

Swindon Housing Association would have a budget to provide every home that has a kitchen and bathroom over 12 years old with a new one within the next five years. Swindon Housing Association would also have funding set aside to upgrade all sheltered housing within the next ten years. Swindon Housing Association also plans to carry out structural repairs and thermal improvements to non-traditional homes and make estates more pleasant and safer places to

live in the next ten years. Swindon Housing Association would be able to invest approximately £70 million more than the Council over the next ten years.

The tables below show how the outcome of the Swindon Housing Vote would impact on homes and services.

### Improving homes in the next ten years

<b>With the Council under self-financing</b> (based on the Council’s current self-financing projections over the next ten years)	<b>With Swindon Housing Association</b> (based on budgets in Swindon Housing Association’s business plan over the next ten years)
<b>Investment of £236 million</b>	<b>Investment of £306 million – an additional £70 million</b> , which is equivalent to <b>an average</b> of approximately £6,700 per home
<b>No investment to improve sheltered housing</b>  No upgrading works to sheltered housing.	<b>Investment of £18.3 million to improve sheltered housing</b>  <b>All</b> sheltered housing would be upgraded where needed to include: Roofing works to keep schemes wind and weatherproof. Refurbishing guest rooms, laundry rooms, communal kitchens and bathrooms and disabled toilets. Upgrading communal corridor and lounge lighting, external lighting, fire alarm systems, gas central heating, lifts and digital TV aerials. Provision of new scooter stores <b>and improved car parking.</b> Widening footpaths, laying ramps to improve access and erecting new boundary fencing.
<b>Investment of £6.7 million to modernise kitchens</b>  750 new kitchens including sheltered housing in years one to five.  A further 750 new kitchens including	<b>Investment of £31.9 million to modernise kitchens (replacement of kitchens that are more than 12 years old)</b>  6,000 new kitchens including sheltered housing in years one to five giving all

<p><b>With the Council under self-financing</b> (based on the Council's current self-financing projections over the next ten years)</p>	<p><b>With Swindon Housing Association</b> (based on budgets in Swindon Housing Association's business plan over the next ten years)</p>
<p>sheltered housing in years six to ten.</p>	<p>tenants a 21<sup>st</sup> century kitchen.  A further 1,100 new kitchens including sheltered housing in years six to ten.</p>
<p><b>Investment of £4.3 million to modernise bathrooms</b></p> <p>750 new bathrooms including sheltered housing in years one to five.</p> <p>A further 750 new bathrooms including sheltered housing in years six to ten.</p>	<p><b>Investment of £24.3 million to modernise bathrooms (replacement of bathrooms that are more than 12 years old)</b></p> <p>8,600 new bathrooms including sheltered housing in years one to five giving all tenants a 21<sup>st</sup> century bathroom.</p>
<p><b>Investment of £46.3 million to non-traditional homes</b></p> <p>Essential structural repairs and thermal improvement works to 2,377 non-traditional homes.</p>	<p><b>Investment of £50.2 million to non-traditional homes</b></p> <p>Essential structural repairs and thermal improvement works to 2,562 non-traditional homes.</p>
<p><b>No investment in safety and security works to two-storey blocks of flats</b></p> <p>No safety and security works to two-storey blocks of flats.</p>	<p><b>Investment of £2.5 million to improve safety and security of two-storey blocks of flats</b></p> <p>Upgrade to include new high security doors, door entry check systems with new audio visual contact and internal lobby and front entrance lighting.</p>

## Service standards

<p><b>With the Council under self-financing</b> (based on the Council's current self-financing projections)</p>	<p><b>With Swindon Housing Association</b> (based on budgets in Swindon Housing Association's business plan over the next ten years)</p>
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Anti-social behaviour dealt with by staff as part of a council-wide team.	A new dedicated Swindon Housing Association team to deal with anti-social behaviour.
No handyman service.	A new free handyman service set up within 12 months to help older people and tenants with disabilities
Unable to offer the same guarantee of providing the Neighbourhood Warden service.	Plan to continue to provide the Neighbourhood Warden service to current standards for the next five years.
Unable to offer the same guarantee of providing Sheltered Housing Officers (Wardens) at sheltered housing schemes.	Plan to continue with the Resident Sheltered Housing Officers (Wardens) at sheltered housing schemes for the next five years.

## Rents and service charges

<b>With the Council under self-financing</b>	<b>With Swindon Housing Association</b>
Current Government formula of annual rent increases limited to the rate of inflation plus 0.5% plus £2 per week. This would apply until March 2016 and subsequently fixed in line with the relevant Government formula.	Five-year guarantee that annual rent increases would be limited to the current Government formula of rate of inflation plus 0.5% plus £2 per week until March 2017. Rents after then fixed in line with the relevant Government formula.
The Council intends to “de-pool” in April 2012, which means it will separate service charges from the rent where they are currently combined. This would mean that the charges for rent and services would be itemised separately.  The Council expects not to increase non-utility service charges by more than the rate of inflation plus 0.5% from April 2012 to the end of March 2017.  From April 2017 the Council intends to increase non-utility service charges gradually each year towards the estimated	The Council intends to "de-pool" in April 2012, this means it will separate the service charges from the rent where they are currently combined. This would mean that Swindon Housing Association would itemise charges for rent and services separately.  Swindon Housing Association expects not to increase non-utility service charges by more than the rate of inflation plus 0.5% from April 2012 to the end of March 2017.  From April 2017 Swindon Housing Association intends to increase non-utility service charges gradually each year

cost of providing the services.	towards the estimated cost of providing the services.
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## Tenancy rights

With the Council under self-financing	With Swindon Housing Association
Existing tenancies would continue as now.  The Right to Manage gives tenants the right to apply to set up a tenant management organisation and take over all or part of the housing service.	All key rights protected and preserved, <b>partly through Acts of Parliament</b> and partly through the new assured tenancy agreement. The new agreement could only be changed with your consent (except for rent and service charges).  The Right to Manage would not apply, but this has never been used in Swindon.
No extra right of succession (being able to pass on your tenancy to a family member living with you when you die)	An extra right of succession granted if you have already succeeded to your tenancy.

## Borrowing and loans

With the Council under self-financing	With Swindon Housing Association
(based on the Council's current self-financing projections)	(based on budgets in Swindon Housing Association's business plan)
The Council would have to borrow and pay interest on an extra £145 million to pay for its share of the national housing debt. This is on top of the Council's existing <b>£12 million of housing debt. This would only enable the Council to borrow a further £19 million for investment in homes and estates.</b>	Swindon Housing Association would borrow and pay interest on <b>£199 million</b> to pay the Council to buy the Council's homes and invest in homes and estates.
A Government debt limit means that the Council would not be able to borrow all the	Swindon Housing Association would not have to contribute to the national housing debt and

<p>money it needs to pay for modernisation and improvements.</p> <p>The Council would only be able to borrow up to a further £19 million for investment in homes and estates due to the debt limit to be imposed by Government. This is insufficient to meet the Swindon Homes Standard.</p>	<p>would not be restricted by a Government debt limit.</p> <p>Swindon Housing Association's borrowing ability would allow approximately £70 million more than the Council to pay for improvements to meet the Swindon Homes Standard.</p>
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### **Income from Right to Buy sales**

<b>With the Council under self-financing</b>	<b>With Swindon Housing Association</b>
<p>Only able to spend 25% of the money received from the sale of Council homes. 75% paid to the Government.</p>	<p>Swindon Housing Association would be able to use all the money it is due to receive from Right to Buy Sales to pay for improved homes and services.</p>

# The Swindon Housing Association offer

**The sections below set out how Swindon Housing Association would work and what you could expect from the new organisation.**

## Part A: Rents and other charges you would pay

**Swindon Housing Association would set rents in the same way as the Council, if it continued to own your home and run the service.**

### How rents are fixed

Annual rent increases to rents for both councils and housing associations are currently fixed by exactly the same Government formula. At the moment, this says that rents cannot go up each year by more than the rate of inflation, plus 0.5%, plus £2 per week. For councils, this is set to continue until at least March 2016. Swindon Housing Association would offer a longer guarantee to limit rent increases to this level – for the first five years up to March 2017. After that date changes to rents for existing tenants would be calculated using a Government formula which is currently the same whether you are a tenant of the Council or Swindon Housing Association.

### Service charges

Whether or not transfer goes ahead, the Council intends to 'de-pool' (separate out) the service charges from the rent, where they are currently combined in one figure. This would mean that the charges for rent and services you receive would be itemised separately. This separation of rent and service charges would take effect on 2 April 2012, whether or not the transfer goes ahead.

**Swindon Housing Association would provide clear explanations about how service charges are calculated.**

Both the Council and Swindon Housing Association (if transfer goes ahead) expect not to increase non-utility service charges by more than the rate of inflation plus 0.5% from April 2012 to the end of March 2017.

From April 2017, both the Council and Swindon Housing Association (if transfer goes ahead) intend to increase non-utility service charges gradually towards the estimated cost each year of providing the services. Under Swindon Housing Association's assured tenancy agreement, new services that carry a separate charge could only be introduced after consulting with all the potential users.

Service charge increases would occur once a year at the same time as increases in rent, unless a new service is introduced, after consultation with tenants.

### **Your entitlement to benefits**

If you are entitled to receive Housing Benefit, Council Tax Benefit or Supporting People Grant, this would not be affected. Housing Benefit and Council Tax Benefit applications would still be made to the Council as now.

### **Rents for new tenants**

Swindon Housing Association plans to charge new tenants (meaning those who are not currently secure or introductory tenants of the Council) the full 'target rent' based on the size and location of their home. This is the same as happens now with the Council. Future annual rent rises would be in line with the Government formula, which currently limits increases to target rents at the rate of inflation plus 0.5%.

The coalition Government has announced plans which would allow social landlords to charge higher rents of up to 80% of market rent in order to allow them to build new homes. Swindon Housing Association would guarantee not to charge current tenants these higher rents. If Swindon Housing Association wanted to build new homes and had to charge this new higher rent to do so, it would fully consult both tenants and the Council before doing so.

### **Garages**

If you currently rent a garage from the Council, this would also become owned and managed by Swindon Housing Association.

Swindon Housing Association plans to increase the garage rent annually by no more than the rate of inflation plus 0.5% in the next five years.

In recent years the Council has increased garage rents annually by more than RPI plus 0.5%

## **Paying your rent**

Subject to demand, Swindon Housing Association would continue to offer all the same ways for you to pay your rent as the Council does. Any change to the ways in which you can pay your rent would only happen following consultation with tenants.

## **Rent arrears**

If Swindon Housing Association is set up, any rent arrears owed to the Council would then be owed to the new association. It would have a firm but fair policy on rent arrears, because it's unfair on tenants who do pay their rent on time, to allow others not to. But there would be support and advice to help people avoid and manage any debts.

As a last resort, if a tenant fails to make or keep to an agreement to pay off their arrears, Swindon Housing Association, like the Council, could take court action to end a tenancy. As part of the assured tenancy agreement, for transferring tenants, the association would guarantee not to use any of the additional grounds for eviction which could be available under an assured tenancy. This is to make sure your rights to live in your home match as closely as possible those you have now.

## **Supporting People**

If you currently receive support because you live in specialist supported housing (such as a sheltered scheme), the services you receive would not be affected by Swindon Housing Association becoming your new landlord.

If you do not currently receive support services and need them in the future you would still be able to access the service as now. The Government requirement to review support services on a regular basis would continue unchanged.

## Part B: Your key rights protected

### The new assured tenancy agreement offered to existing tenants would preserve and protect all your key legal rights.

If the transfer to Swindon Housing Association takes place you would be asked to sign a new assured tenancy agreement (see the proposed tenancy agreement at Part I). Your rights in that agreement cannot be changed without your permission once you and Swindon Housing Association have signed the tenancy agreement. This provides a greater protection against changes to the agreement than exists with the Council. The only things that could change without your permission would be the annual rent (including service charges), although changes in rent are limited by the five year rent guarantee and the Government's current rent policy (see Part A for further details).

This table shows how the rights of existing Council tenants would be protected if Swindon Housing Association becomes the new landlord.

Your tenancy right	With the Council	With Swindon Housing Association
To live in your home without the threat of being evicted without good cause	Yes	Yes
To buy your home with a discount (if you are already entitled to this – some homes, such as sheltered and supported housing are exempt)	Yes*	Yes (called the Preserved Right to Buy)
To pass on your home to a family member living with you when you die (succession)	Yes	Yes
To pass on your home to a family member living with you when you die, even if you have already succeeded to a tenancy with the Council (additional succession)	No	Yes (an extra right offered by Swindon Housing)
To transfer and exchange your home	Yes*	Yes

To sub-let part of your home or take in a lodger	Yes*	Yes
Right to Repair (to appoint a new contractor and get compensation if the landlord fails twice to complete a repair on time)	Yes	Yes
To carry out improvements and receive compensation for their value if you move	Yes*	Yes
To be consulted about changes in housing management	Yes	Yes
To receive information about the management of your home	Yes	Yes
To refuse changes to your tenancy agreement (except for rent and service charges) without your consent.	No	Yes

\* Not available to introductory tenants

The only right that Swindon Housing Association could not offer is the Right to Manage. This only applies to Council tenants having the right to set up a tenant management organisation to run all or part of the local service. This right has never been requested or used in Swindon. Although there is no legal right for housing association tenants to manage their own homes, registered landlords like Swindon Housing Association would work with tenants wanting to explore this option.

### **Your new tenancy agreement**

Please see Part I of this document for a copy of the proposed tenancy agreement for existing tenants.

The agreement guarantees that Swindon Housing Association would not use any of the extra grounds for eviction available with assured tenancies. This is to make sure your rights to live in your home match as closely as possible those you have now with the Council.

### **Introductory and new tenants**

People who are introductory tenants on the date that the transfer takes place would be offered the same assured tenancy agreement (with key rights protected and including the Preserved

Right to Buy) as secure tenants, provided legal action is not being taken against them by the Council at that time.

Like the Council, Swindon Housing Association would grant people who become tenants after the transfer a 'starter tenancy' for the first 12 months.

The starter tenancy aims to deal with anti-social behaviour by ensuring that tenants are aware of the expected standards of behaviour. The starter tenancy would allow Swindon Housing Association to take action more quickly if a tenant or visitor to a tenant's home causes a nuisance to other residents or anti-social behaviour in the area.

If there are no significant problems in the first 12 months, the new tenant would transfer to a full assured tenancy (this would not contain the preserved right to buy to be enjoyed by transferring tenants, although new tenants may qualify for the right to acquire – [see page?]).

### **Your right to buy your home**

If you currently have the Right to Buy your home with the Council, this would continue with Swindon Housing Association. This would be called the Preserved Right to Buy.

This right remains with you, or any member of your family who takes over your tenancy when you die. It would continue if you later move to another home owned by Swindon Housing Association as long as that home is not exempt, (for example sheltered housing). Similarly, if you have the Preserved Right to Buy and later move to a Council home in another area, you would keep the Right to Buy for that new house, unless you move into an excluded property such as sheltered accommodation. The Preserved Right to Buy would not continue if you later moved to a home owned by a different registered housing landlord.

The discount you qualify for would include your time as a Swindon Housing Association tenant as well as time with the Council. The maximum Right to Buy discount is currently £30,000. Under current rules this would be the same under the Preserved Right to Buy with Swindon Housing Association.

The minimum price you would have to pay to buy your home under the Preserved Right to Buy is called the 'cost floor'. This means that you could not buy your home for less than it cost Swindon Housing Association to buy, improve and repair it. These rules are similar to those covering the Right to Buy from the Council. However, there are two differences, which are as follows:

- Swindon Housing Association would take into account all costs incurred during the 15 years before your Preserved Right to Buy application, while the Council can only take into account costs in the previous ten years.

- The cost of repairs and improvements Swindon Housing Association plans to carry out to your home could be included when calculating your cost floor, even if the works have not been done when you apply to buy.

The effect of this is that the amount required to buy a property from Swindon Housing Association may be greater than it would be to buy it from the Council. But this would only apply in a few cases. For the majority of tenants, it is unlikely that the cost floor rule would have any effect.

**New tenants moving into a Swindon Housing Association home would not have the Preserved Right to Buy, but may qualify for the Right to Acquire (see page [??]).**

### **Succession**

Swindon Housing Association's tenancy agreement would allow the same people to take over the tenancy (when a tenant dies) as under a Council secure tenancy. As with the Council, a home can only be passed on once, other than in exceptional circumstances.

### **An additional right of succession**

The new tenancy agreement with Swindon Housing Association would ignore any previous successions to the tenancy that have occurred with the Council. This means that if the transfer goes ahead, all tenants would start again with a right of succession, even if they have already used their right of succession when they were tenants of the Council.

So, if for example, a tenant succeeded to a sole tenancy from a joint tenancy on the death of their partner whilst a tenant of the Council, this would be disregarded. This would then allow a son, daughter or other close relative living with the tenant at the time of their death to take on the tenancy, subject to certain rules and provided there was no under-occupancy. This is an additional right of succession and it would not apply if the transfer to Swindon Housing Association did not take place.

### **Transfers and exchanges**

Swindon Housing Association would aim to make best use of its housing by assisting with tenant transfers and exchanges, both within its housing and with other landlords.

In addition to tenants retaining the right to exchange their home with another tenant, Swindon Housing Association would participate in a national mobility scheme where appropriate to help people to move to council or other social housing outside the Swindon area.

## **The right to acquire**

Tenants of Swindon Housing Association would have the right to buy their home under the Right to Acquire scheme as long as certain criteria are met. This scheme is based on a grant rather than a discount and it is usually less generous than the Right to Buy scheme.

The maximum grant for Swindon Housing Association Borough is currently £11,000. Existing tenants with the Right to Buy would qualify for the Right to Acquire too (unless you live in sheltered housing or other housing excluded from this right by law), but the Right to Acquire grant and the Right to Buy discount cannot be combined.

## **Lodgers and subletting**

Tenants of Swindon Housing Association would still be able to take in lodgers and, with Swindon Housing Association's consent, sublet part of their home just as they currently can with the Council.

## **Repossession**

Swindon Housing Association believes tenants should feel as safe and secure in their homes as they are with the Council. While assured tenancies can include additional grounds for possession, Swindon Housing Association has decided not to include any additional grounds in the new tenancy agreement. Full details of the proposed tenancy agreement are shown in Part I.

## **The right to repair**

If Swindon Housing Association or its contractors fail to carry out certain types of repairs within set time limits, tenants can require Swindon Housing Association to appoint another contractor to do the job. As now, tenants may have the right to compensation if the second contractor fails to do the necessary repairs within a set time limit.

## **Consultation with tenants**

Like the Council, Swindon Housing Association would provide information and consult with tenants. This is one of the terms in the tenancy agreement.

# Part C: Investing in homes and communities

**If transfer goes ahead, Swindon Housing Association plans to spend £306 million on repairs and improvements in the next 10 years. The Council only expects to be able to spend £236 million over the same period under the new self-financing rules.**

## The Swindon Homes Standard

Swindon Housing Association would start work straight away on improving homes and communities to work towards meeting the Swindon Homes Standard. There would not be any extra rent increase to pay for this work.

Swindon Housing Association would treat you and your home with respect, employ professional contractors and arrange for work to be carried out at a time to suit you. The association would contact you to make sure that you were happy with the work done in your home and make changes to the service based on your feedback. Tenants would be involved with the choice of materials and products.

Swindon Housing Association would prioritise programmes of work to tackle the family homes with the oldest components. Swindon Housing Association would use a partnering approach and involve tenants with the procurement of work. Swindon Housing Association would ensure that contractors provide a Tenant Liaison Officer (TLO), daily log and implement their own quality assurance inspections. Swindon Housing Association would also assess the quality of work and monitor customer satisfaction to ensure work is carried out to a high standard. Swindon Housing Association would take immediate action where a contractor failed to deliver work to a high standard and or below expected service standards.

Swindon Housing Association would continue to make sure that components containing asbestos are identified and removed where these are likely to be disturbed through its programme of asbestos surveys prior to any major works being carried out.

The Swindon Homes Standard is much higher than the Decent Homes Standard and the level of improvements that the Council expects it could offer.

The tables below show how the outcome of the Swindon Housing Vote would impact on the investment and schedule of works to deliver improvements to homes.

## Additional £70 million investment over the next ten years

<b>With the Council under self-financing</b> (based on the Council's current self-	<b>With Swindon Housing Association</b> (based on budgets in Swindon Housing
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financing projections over the next ten years)	Association's business plan over the next ten years)
<p>Kitchens - £6.7 million</p> <p>Bathrooms - £4.3 million</p> <p>Door entry systems - £2.7 million</p> <p>Essential structural repairs and thermal improvements to non-traditional homes - £46.3 million</p> <p>Upgrading sheltered housing – no investment</p>	<p>Kitchens - £31.9 million</p> <p>Bathrooms - £24.3 million</p> <p>Door entry systems - £5.2 million</p> <p>Essential structural repairs and thermal improvements to non-traditional homes - £50.2 million</p> <p>Upgrading sheltered housing - £18.3 million</p>

### Schedule of improvement works

With the Council under self-financing	With Swindon Housing Association
<p>Would plan to replace your kitchen within the next 15 years.</p> <p>Would plan to replace your kitchen at least every 30 years in future.</p>	<p>Would plan to replace your kitchen within five years, if it is more than 12 years old.</p> <p>Would plan to replace your kitchen at least every 20 years in future.</p>
<p>Would plan to replace your bathroom within the next 18 years, including a shower over the bath.</p>	<p>Would plan to replace your bathroom within five years, if it is more than 12 years old, including a shower over the bath.</p>
<p>Would plan to carry out structural repairs and thermal improvement works to 2,377 non-traditional homes.</p>	<p>Would plan to carry out structural repairs and thermal improvements works to 2,562 non-traditional homes.</p>
<p>No plans to upgrade the communal entrance doors to 2-storey flats in the next ten years.</p>	<p>Would plan to upgrade the communal entrance doors to 2-storey flats in the next ten years.</p> <p>Upgrade to include new high security doors, door entry check systems with new audio visual contact and internal lobby and front entrance lighting.</p>
<p>No plans to upgrade the communal lighting and reduce energy consumption to two-</p>	<p>Would plan to upgrade the communal lighting and reduce energy consumption to</p>

With the Council under self-financing	With Swindon Housing Association
storey flats in the next ten years.	25 blocks of two-storey flats every year for the next ten years.

Like the Council, Swindon Housing Association would replace bathrooms at least every 30 years in future, replace old inefficient electric space heating systems, (where technically possible), within five years. Replace gas boilers that are over 12 years old within five years and upgrade communal boilers in sheltered housing schemes where needed. Upgrade or rewire approximately 5,000 homes, within ten years and help to reduce energy and water bills by offering advice and fitting water saving devices.

### Outside repairs and decorations

Like the Council, Swindon Housing Association would budget to carry out external repairs and decorations:

- To homes in the Railway Village every five years.
- To sheltered housing schemes every eight years.
- To high-rise blocks of flats every 15 years.
- To other homes every ten years.

### Aids and adaptations to support independent living

If you or a family member has a disability or illness, you may need to consider your housing options or having aids and adaptations to meet your needs. Swindon Housing Association would help you consider your housing options or adaptations such as a ramp, stairlift, widening doors or putting in a level access shower. Like the Council, Swindon Housing Association would have an annual budget of £850,000 to pay for major aids and adaptations over the next ten years.

### Pleasant, attractive and safe estates

Like the Council, Swindon Housing Association would budget for a planned maintenance programme to prioritise improvements to blocks of flats. Both plan to provide additional car parking and improvements to garage areas. Both would also continue to promote the Environmental Improvement Programme, encouraging tenants to come up with small low value schemes to improve their area. Like the Council, Swindon Housing Association would have an annual budget of £500,000 for new and improved fencing and paths over the next five years.

## **Working in your home**

When carrying out work to improve or repair your home, both Swindon Housing Association and the Council would:

- Treat you and your home with respect at all times.
- Write to you to tell you that your home is part of a programme and let you know when work is expected to start.
- Arrange for work to be carried out at convenient times to suit you.
- Discuss with you exactly what the work involves and explain what could be done to maintain to ensure a safe environment for you and Swindon Housing Association's contractors.
- Involve tenants and leaseholders in the selection of contractors for improvement and maintenance works.
- Employ professional contractors, who take pride in their work and always leave your home clean and tidy.
- Require contractors to follow a code of conduct covering keeping appointments, wearing identity badges and uniforms.
- Contact you to make sure that you were happy with the work done in your home.
- Make changes to the service based on your feedback.
- Offer a wide choice of materials and products to tenants and leaseholders.

You would not be expected to move out while improvement and maintenance work is being carried out to your home.

## Part D: Improved services

**Like the Council, Swindon Housing Association would commit to improving the quality, effectiveness and value for money of the housing service.**

### **Repairs**

Like the Council, Swindon Housing Association would budget to provide the following repairs and maintenance service:

- Attend and make safe emergency repairs within two hours.
- Complete urgent repairs by the end of the next working day.
- Complete routine repairs within 40 working days.
- Continue to maintain a high level of tenant satisfaction and complete more repairs on the first visit.
- Continue to offer convenient appointment times for all non-emergency repairs.
- Inspect completed work to make sure repairs are carried out to a high standard.

### **Planned maintenance**

Like the Council, Swindon Housing Association would be committed to carrying out planned programmes to keep homes well maintained and in good condition. Planned maintenance would include:

- An annual gas service or safety check for all homes.
- An electrical safety check to all homes every ten years.
- Maintaining communal lifts, fire and smoke alarms, fire safety equipment and emergency lighting.
- Inspecting and maintaining water storage tanks to prevent Legionella.
- Maintaining open spaces, trees and shrubs as necessary.

## **Neighbourhood Wardens**

- Swindon Housing Association has funding set aside to continue to provide the current Neighbourhood Warden service for the next five years. The Council is unable to guarantee to offer the same level of service.

## **Dealing with anti-social behaviour**

Tenants and leaseholders have the right to live peacefully in their homes and communities, free from harassment or anti-social behaviour.

Dealing with serious nuisance and anti-social behaviour would be a top priority for Swindon Housing Association, working in close partnership with the police, the Council and other agencies.

Swindon Housing Association would:

- Have a dedicated budget and staff working on anti-social behaviour, to help people and communities tackle problems if they arise.
- Give clear information and practical advice on what tenants can do to deal with anti-social behaviour and provide support if tenants suffer problems or give evidence about anti-social behaviour as a witness in Court.
- Have clauses in the tenancy agreement to combat anti-social behaviour and ensure these are fully explained to new tenants before they move in.
- Use 12-month starter tenancies for new tenants, (similar to Introductory tenancies currently used by the Council) so that action can be taken quickly against new tenants carrying out anti-social behaviour or harassment.
- Take early and firm action against tenancy breaches involving anti-social behaviour.
- Use the legal powers available to combat anti-social behaviour including asking the courts to evict tenants and apply for injunctions.

## **Listening to customers and complaints**

Swindon Housing Association would aim to deliver high quality services. But sometimes things go wrong and complaints are a valuable source of feedback.

The association would operate a clear, published complaints policy and would be a member of the Independent Housing Ombudsman scheme (although the Housing Ombudsman service is currently being reviewed by the Government). You would also be able to contact your local councillor or MP about any complaints in the same way as you can now.

Swindon Housing Association would have an independent Tenant Scrutiny Panel to monitor complaints and make recommendations on how to learn from feedback to improve the service.

## Part E: More say for residents

### Swindon Housing Association would give tenants more say in how the housing service works.

#### Open membership

Tenants could apply to become company members of Swindon Housing Association. Each member would be able to vote at general meetings and would have a role to play in major changes affecting the organisation.

#### Board

Four of the 12 places on the Board, which is responsible for running Swindon Housing Association, would be reserved for tenants. The Board would set the strategy and priorities for Swindon Housing Association and hold officers to account for performance. The Board would plan to meet at least quarterly with appropriate tenant groups.

#### Tenant Scrutiny

In line with the standards set by the Social Housing Regulator, Swindon Housing Association would have an independent Tenant Scrutiny Panel to review performance and recommend improvements to the Board. Tenants currently on the Council Tenant Scrutiny Panel would become the initial members of the Swindon Housing Association Scrutiny Panel and retain their independence from other decision making bodies, as now.

#### Involvement

As well as representation on the Board and a Tenant Scrutiny Panel, Swindon Housing Association would offer a wide range of opportunities for tenants to have a say in the housing service and influence decisions that affect local homes and communities. You would have the chance to get involved at whatever level you choose to, including:

- Continued support for existing tenant groups such as Swindon Tenants Voice and Tenants Association for Sheltered Housing.

- Issue Groups to have your say and set standards on topics like repairs and maintenance, sheltered housing, neighbourhood management and leasehold services.
- Local groups representing the views of other tenants and leaseholders in the area.
- Open days and events
- Satisfaction surveys
- Becoming a tenant inspector or mystery shopper.
- Estate walkabouts and inspections with staff and other agencies.
- Editorial panel to produce newsletters, annual reports and other publications.
- Helping to recruit staff and contractors.
- Using social networks and other technology to boost involvement by younger tenants and families.

### **Support for involvement**

Swindon Housing Association would work with tenants and leaseholders to agree a new involvement strategy. It would have a dedicated participation team and budget to support involvement, with extra resources for training and residents' groups.

### **Information**

So that tenants can play a full part in running the service, Swindon Housing Association would provide information about how to get involved, service standards and performance. This would include:

- A newsletter published **a minimum of** three times each year, produced with an editorial panel of tenants and leaseholders.
- Support for local residents' groups to produce their own newsletters.
- A tenants' handbook setting out the services available and key contacts.
- An annual report including performance information and accounts.

### **Equality, diversity and fairness**

Swindon Housing Association would adopt an Equality and Diversity Policy in line with its duties under the Equality Act 2010 or any future replacement legislation. This would cover equality, diversity and fairness in both services and employment.

All major changes to policy and practice would be subject to an equality and diversity impact assessment.

- Swindon Housing Association would be committed to working with the groups identified under the act and known as protected characteristics as follows: age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation. This would ensure that Swindon Housing Association makes sure that residents groups and other involvement reflects the needs and interests of the whole community.

## Part F: Modern sheltered housing and services for older people

**Swindon Housing Association plans to upgrade all sheltered housing schemes and has funding set aside to continue to provide resident Sheltered Housing Officers (wardens).**

### Modern sheltered housing

The Council has not set aside any budget to upgrade sheltered housing during the next ten years. Swindon Housing Association has budgeted to spend £27 million to upgrade sheltered housing in the next ten years, including:

- Carrying out a full survey to each individual sheltered scheme to assess the work required.
- Installing new kitchens with built-in ovens and hobs.
- Installing new bathrooms with a level access shower (if this is what the tenant wants and it's technically feasible).
- Refurbishing communal toilets, where needed.
- Refurbishing communal kitchens and bathrooms where needed, with temperature controlled taps.
- Upgrading communal corridor and lounge lighting, where required.
- Upgrading external lighting, where required.

- Upgrading new fire alarm systems, where required.
- Upgrading front entrance fire doors to all flats where needed.
- Installing new power-operated doors, where needed.
- Providing scooter storage and improving car parking, where possible.
- Refurbishing laundry and guest rooms, where required.
- Upgrading communal gas central heating and lifts, where needed.
- Upgrading communal digital TV aerials, where needed.
- Refurbishing sheds and stores, where needed.
- Widening footpaths, laying ramps to improve access and erecting new boundary fencing, where needed.
- Investing in energy-efficient heating and lighting systems to reduce energy use.

The budget includes funding to carry out inside communal decorations and repairs every eight years, co-ordinated with external work. Sheltered housing tenants would have the option to have one room decorated in their home as part of this work. **They would also be given the opportunity to decline improvement work within their own home.**

### **Services for older people**

Swindon Housing Association has funds set aside to continue with existing level of support for older people living in sheltered housing, including:

- Resident Sheltered Housing Officers (**Wardens**) at sheltered housing schemes for the next five years.
- **A new free handyperson service set up within 12 months to help older people and tenants with disabilities.**
- The Homeline 24-hour emergency response service.
- Concessionary TV licences, as long as the regulations allow.
- Guest flats.

The association would also work with sheltered housing tenants to offer a wider range of activities and social events.

## Paying for services

Your entitlement to claim Housing Benefit and Supporting People Grant would not be affected.

# Part G: Maintaining non-traditional homes

## Swindon Housing Association would budget to carry out structural repairs and thermal improvements to non-traditional properties, which make up around 40% of the Council's homes.

### The need to invest

Non-traditional built homes cost more to keep in good condition than traditional, brick-built homes. Without proper investment, non-traditional homes may be at risk of falling into disrepair and failing to meet the Decent Homes Standard.

### Improvements programme

The Council expects to be able to carry out structural repairs and thermal improvement works to 2,344 non-traditional homes and six high-rise blocks of flats.

Swindon Housing Association is able to budget for an extra £3.9 million to carry structural repairs and thermal improvement works to 2,562 non-traditional homes and six high-rise blocks of flats. Details for non-traditional homes are shown as follows:

<b>With the Council under self-financing</b> Total 2,344 non-traditional homes (based on the Council's current self-financing projections)	<b>With Swindon Housing Association</b> Total 2,562 non-traditional homes (based on budgets in Swindon Housing Association's business plan)
<ul style="list-style-type: none"><li>• 218 British Iron and Steel Federation (BISF) homes</li><li>• 459 Reema homes</li><li>• 475 Unity homes</li><li>• 875 Easiform homes</li><li>• 350 Hawksley homes</li></ul>	<ul style="list-style-type: none"><li>• 218 British Iron and Steel Federation (BISF) homes</li><li>• 40 Dorlonco homes</li><li>• 459 Reema homes</li><li>• 620 Unity homes</li><li>• 875 Easiform homes</li><li>• 350 Hawksley homes</li></ul>

## Part H: Regenerating neighbourhoods

**Within two years of the transfer, like the Council, Swindon Housing Association plans to start regeneration schemes at Sussex Square and The Circle.**

### **Sussex Square, Walcot**

A £5.5 million major regeneration scheme which involves demolition of existing properties to improve amenities by replacing an out-dated shopping centre and build new, energy-efficient homes on the rest of the site.

### **The Circle, Pinehurst**

A £2 million regeneration project to replace a row of local shops at the heart of the Pinehurst estate. The shopping centre and flats above would be demolished and replaced by three new shops with five, two-bed flats above.

### **Other projects and new homes**

In consultation with tenants, Swindon Housing Association would offer wider estate and neighbourhood improvements to other areas.

The Association would also develop other regeneration projects that improve estates, as opportunities and funding become available.

Like the Council, Swindon Housing Association's business plans provide for a number of potential demolitions, in case that course of action becomes necessary. However, there is currently no list of schemes earmarked for demolition and no firm plans to demolish any homes, over and above those required for new developments at Sussex Square and The Circle.

# Part I: The proposed tenancy agreement

## Your key rights would be protected in your new assured tenancy agreement with Swindon Housing Association.

### The new tenancy agreement

If the transfer to Swindon Housing Association goes ahead, existing Council tenants would be offered a new, assured tenancy agreement in substantially the form set out at {page xxxx}, except for people who have:

- A valid Possession Order in force against them.
- Been served with a valid Notice of Intention to Seek Possession.
- Ongoing possession proceedings at the time the transfer takes place.
- Been issued with a demotion order.

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

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

In the meantime, people in these circumstances would become tenants of Swindon Housing Association **without the protected rights of other tenants transferring from the Council.**

Except for changes to rent and service charges, the conditions of your assured tenancy agreement could only be changed with your written consent.

The main difference between your existing tenancy with the Council and the assured tenancy that tenants would have with Swindon Housing Association is that as a Council tenant your rights you now enjoy are set down in law by Acts of Parliament. As an assured tenant with Swindon Housing Association, tenants rights would be covered partly by Acts of Parliament and partly by the legally binding tenancy agreement between you and Swindon Housing Association.

## **Tenancy action**

Swindon Housing Association would be able to enforce any Possession Orders that the Council had obtained before transfer. It may also be able to obtain Possession Orders for tenancy breaches where the Council served notices before the transfer takes place.

The new association would also be able to take action on rent and service charge arrears owed to the Council before the transfer goes ahead.

# Reply card

**Please use this card to tell us what you think about the future of Council housing in Swindon.**

## **This is not the ballot.**

1 On the basis of the information you've received so far, what do you feel is the best option for the future of Council Housing in Swindon? Please tick one box.

- Stay with the Council under the new self-financing rules**
- Set up Swindon Housing Association**
- I'm not sure or need more information**

2 If you'd like to get more information about the Swindon Housing Vote, please say what below.

.....

.....

.....

.....

.....

3 Please say below what you like or dislike about the offer from Swindon Housing Association in parts A – I of this document - and give us any ideas on how it could be improved.

.....

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

- Please tick this box if you would like the Council to contact you about the Swindon Housing Vote, to answer any queries.

Your Name .....

Address .....

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

Postcode .....

Phone .....

Email.....

When is the best time to contact you?

.....  
.....

Please return this card to reach the Council by midday on 21<sup>st</sup> November 2011.

You can also give us your views by:

Phone: Swindon Housing Vote advice line 01793 465996

Email: [getinvolved@swindon.gov.uk](mailto:getinvolved@swindon.gov.uk)

# More information and key contacts

## **Swindon Borough Council**

Civic Offices

Euclid Street

SN1 2JH

Tel: 01793 465996

Email [getinvolved@swindon.gov.uk](mailto:getinvolved@swindon.gov.uk)

Website [www.swindon.gov.uk/swindonhousingvote](http://www.swindon.gov.uk/swindonhousingvote)

## **Independent Tenants' Advisor**

DWA Housing Consultants

Freepost SWC 5119 Telford

Freephone: 0800 0855 492

Email: [info@dwa-housingconsultants.co.uk](mailto:info@dwa-housingconsultants.co.uk)

## **Department for Communities and Local Government**

Zone 1/H/10 Eland House

Bressenden Place

London

SW1E 5DU

Tel: 0303 4440000

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

## **Tenant Services Authority**

Maple House

149 Tottenham Court Road

London

W1T 7BN

Tel: 0845 230 7000

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

### **Homes and Communities Agency**

Maple House

149 Tottenham Court Road

London

W1T 7BN

Tel: 0300 1234 500

Email: [mail@homesandcommunities.co.uk](mailto:mail@homesandcommunities.co.uk)

Website: [www.homesandcommunities.co.uk](http://www.homesandcommunities.co.uk)

### **National Housing Federation**

Lion Court

Procter Street

Holborn

London WC1V 6NY

Tel: 020 7067 1010

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

## **Independent Housing Ombudsman**

Norman House

105-109 Strand

London

WC2R 0AA

Tel: 0845 712 5973

**Website:** [www.ihos.org.uk](http://www.ihos.org.uk)

## **Jargon Buster: Explanations of key terms used in this Housing Transfer Offer**

### **Assured Tenancy**

This is the legal type of tenancy you would get if the transfer to Swindon Housing Association goes ahead. It is governed by the Housing Act 1988. It is a contract where all your rights and obligations are set down in the Tenancy Agreement and (except for rent and service charges) which could only be changed by agreement of both tenant and landlord or by an Act of Parliament.

### **Assured Tenants**

If transfer went ahead, tenants who are currently with the council as Secure Tenants would become Assured Tenants with Swindon Housing Association. Existing introductory tenants would also become Assured Tenants.

### **Business plan**

A document, which sets out an organisation's plans for its future operations and development. It helps the organisation's board to plan strategically and would be used by Swindon Housing Association to demonstrate to the Government, the TSA and to lenders that it has clear aims and objectives and sound development and finance strategies.

### **Capital Receipts**

Money received from sales of capital assets. Mainly refers to sales of council houses under the Right to Buy scheme and the Preserved Right to Buy.

### **Charitable Status**

A Registered Provider (such as a not-for-profit housing association or trust), which is a charity, has "charitable status". This means it does not have to pay certain taxes.

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

The Government department responsible for Housing and Local Government. CLG works to provide affordable, decent homes in sustainable communities in partnership with local government and the public, private and voluntary sectors.

## **Decent Homes Standard**

The Decent Homes Standard is a Government minimum standard that all social housing must meet. To comply with this standard a home must be free from any category 1 hazards in accordance with the Housing Health and Safety Rating System (HHSRS), be in a reasonable state of repair, have modern facilities and provide a reasonable degree of thermal comfort, but this does not mean that they need to have a modern kitchen, bathroom or energy efficient central heating and be insulated to a high standard.

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

The national housing and regeneration delivery agency for England, which has a wide remit to develop housing and regenerate deprived areas. The coalition government has announced plans to transfer the Tenant Services Authority's regulatory functions relating to Registered Providers like Swindon Housing Association would be to the Homes and Communities Agency.

## **Member**

Any person or organisation that applies for membership with Swindon Housing Association and is accepted in accordance with its Membership Policy. Being a member carries certain rights, including the right to attend and vote at General Meetings.

## **Not-for-profit**

This means that Swindon Housing Association would not pay out any dividends to its members. Any surpluses would be put back into housing and spent on improvements and services or repaying loans.

## **Swindon Homes Standard**

A home that meets the Swindon Homes Standard would not have any significant hazards in accordance with the Housing Health and Safety Rating System (HHSRS). They would also include components such as roof structure and covering, chimneys, external wall structure and finish, external windows and doors, electrics, central heating boilers, kitchens and bathrooms that are in good condition and well-maintained. Homes would have modern facilities with a kitchen less than 20 years old and a bathroom that is less than 30 years old and energy efficient programmable gas central heating system, where technically possible, structural repairs and thermal improvements to non-traditional homes to provide a reasonable degree of thermal comfort.

## **Rent Guarantee**

A legally binding commitment that rents would increase by no more than a certain amount, for a specified number of years.

## **Secure Tenancy**

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

## **Sheltered Housing**

Housing for older people with some shared facilities, such as residents lounge, laundry room and garden.

## **Stock Transfer**

Transfer of the management and ownership of a council's housing to a not-for-profit transfer organisation. Before the transfer can take place, tenants are asked to vote. If they are not in favour of it the transfer cannot take place.

## **Supporting People**

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

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

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

## **Swindon Housing Association**

Swindon Housing Association is used throughout this document to refer to the proposed new, local landlord. If the transfer goes ahead, the Shadow Board will consult with tenants and leaseholders to decide on a permanent name for the new organisation.

## **Target Rent**

Target rents are worked out using a formula set by the Government. Target rents are based on a property's size, location and average wages for the area. Although all council and housing

association rents have to meet these target rents over time, increases are limited to protect you from sharp rises.

### **Tenancy Agreement**

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

### **Tenant Services Authority (TSA)**

The statutory agency which regulates English social housing providers. It has wide powers which includes setting standards that Registered Providers are expected to meet in respect of tenant involvement and empowerment, maintaining homes, allocating homes, setting rents, looking after neighbourhoods and communal areas, achieving value for money and ensuring governance and financial viability.

**[Abc] Limited**

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

**This tenancy agreement is between**

**Our name and address** [Abc] Limited  
(we us or our) of .....  
.....

We are registered with the Tenant Services Authority under Section 116 of the Housing and Regeneration Act 2008

**Name of Tenant** and .....  
.....  
.....

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

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

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

**[Charitable status]** The home that is the subject of this tenancy is held by a charity.]

**[Support]** This is granted to facilitate the provision of support for you or a member of your household. The nature of this provision, and your obligations in relation to it, including, if applicable, any obligation to pay for it, are set out in a separate support agreement or plan or similar.

**Joint tenancies** If two or more names appear on the tenancy agreement, you have a joint tenancy. Each person named (joint tenant) is individually responsible for making sure that the rent is paid and that the tenancy conditions are kept to.

**Payments for your home**

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

- (i) rent of £
- (ii) arrears of rent and other charges of £                      payable at  
£                      per week

**Service charge**

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

[                      ] £

[                      ] £

[                      ] £<sup>1</sup>

**[Utility charges]**

[                      ] £

[                      ] £

**Supporting People Charge**

£

**Total weekly payment**

£

**Permitted number**

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

**The tenancy**

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

**Data protection**

By signing this tenancy agreement, you consent to us disclosing any relevant personal information (but not sensitive personal data) about you to relevant third parties. You understand that any disclosure made by us will only be for the purpose of administering the tenancy and will be in accordance with the data protection legislation and our policies on disclosure of information and confidentiality.

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<sup>1</sup> At the time of completion of the transfer any services for which there is a separate service charge (i.e. de-pooled) HAVE to be set out here.

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

## Section 1 - General Terms

It is agreed as follows:

### 1 **Payments for your home**

- 1.1 The weekly rent for your home (including any service charge and Supporting People Charge) at the start of the tenancy is set out on page [2].
- 1.2 The payment of rent (including any service charge and Supporting People Charge) is due in advance on the Monday of each week.
- 1.3 The rent year may be 52 or 53 weeks, and we will collect, rent, service and other charges due under this tenancy over 48 or 49 weeks, with four "rent free" weeks within the rent year. We will tell you at the start of the rent year which weeks are the "rent free" weeks. Should your rent account be in arrears, payments must still be made in the "rent free" weeks.

### 2 **Payment of arrears**

- 2.1 If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page [2]. If you do not make the payments, we may start court proceedings to end this tenancy.
- 2.2 In the event that arrears are outstanding from a previous tenancy with Swindon Borough Council, then all payments made by you will be made against these arrears from your former occupancy until the debt is cleared. Any other housing related debts, such as former tenant arrears, court costs and rechargeable works will be placed on your account until the debt is cleared.

### 3 **Services**

- 3.1 We shall provide the services set out on page [1] for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page [1].
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services (for which a new service charge may be required). This might affect the amount of the service charge that you are required to pay.

### 4 **Changes in rent and service charge**

#### 4.1 **Increases in rent during the five year rent guarantee period**

We may increase the rent on the first Monday in April in each year of 2012, 2013, 2014, 2015 and 2016 (a **rent variation day**). We will give you at least one calendar month's notice in writing of the new rent. We agree that the increase in your rent on each rent variation day will not be more than the change in the rate of inflation plus one half per cent (0.5%) plus [£2.00].

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

Retail Prices Index for September immediately preceding the rent increase date. If this index is no longer published or if the basis of its calculation is materially changed, inflation will mean another published index of retail prices or the value of money which shall replace that index. We will act reasonably in our choice.

#### **4.2 Increases in rent after the rent guarantee period**

With effect from the first Monday in April 2017, we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

#### **4.3 Service charge**

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

#### **5 Supporting People Charge (where applicable)**

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

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

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

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

5.4 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 5.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement

and in addition to any rent or service charge which is payable in accordance with this agreement.

**6 Homeline (where applicable)**

If your home has a 'Homeline' system installed this forms an integral part of your tenancy. You must continue to pay the charges incurred for this provision even if you decide not to use the system and this must not be removed or otherwise interfered with.

**7 Service of notices**

7.1 This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is the address set out at the front of this agreement.

7.2 Any legal notice or any other communication, required to be served by us upon you under this agreement or any other statutory requirement, will be properly served upon you if addressed to you at your home and either delivered to your home or sent to you by pre-paid post.

**8 Altering the agreement**

Except for any changes in rent or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and us.

**Section 2 - Our Obligations**

**We agree:**

**9 Possession**

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

**10 Tenant's right to occupy**

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

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

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

**11 Repair of structure and exterior**

To keep in good repair the structure and exterior of your home and shared areas including external walls, external doors, external window frames and sills, drains, gutters, external pipes, access paths and steps to individual properties, roof, chimney (but not sweeping) and internal structure.

**12 External decorations**

12.1 To keep the exterior of your home and any common parts in a good state of decoration.

12.2 To be responsible for maintaining and replacing the fencing (if any) around your home.

**13 Repair of installations – keeping repaired and in proper working order**

To keep in good repair and proper working order:

13.1 any installation provided by us for the supply of water, gas and electricity, including basins, sinks, baths, toilets, flushing systems and water pipes (but excluding services up to and including the gas, water and electricity meters which are the responsibility of your chosen service provider);

13.2 any installation provided by us for space heating, water heating and sanitation.

**14 Repair of common parts**

To take reasonable care to keep the lifts, rubbish chutes, communal lighting serving the building, common entrance, halls, stairways, landings, passageways and any other common parts, in reasonable repair, proper working order and fit for use by you and other occupiers of and visitors to your home.

**15 Making good**

To make good the damage or offer a decorations allowance where we carry out repairs or improvements that involve damaging the decorations in your home. This will only apply to the particular area of the property or part of the room affected.

**16 Major works or demolition**

If major works have to be carried out to your home we will normally work with you and around you. If your home needs to be empty for major repair work, redevelopment or demolition, we can legally move you out while we carry out the work by obtaining a court order, which we would do so in consultation with you. If this happens, we will offer you a suitable alternative home. We will usually pay you compensation and/or help with your moving costs depending on your circumstances. Your move could be permanent or temporary. If we move you temporarily, we have the right to move you back to your original home once the work on it is finished.

**17 Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Tenant Services Authority or any successor body under the provisions of Section 36 of the Housing Act 1996.

**Section 3 - Your Obligations**

**You agree:**

**18 Possession**

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

19      **Rent**

To pay the rent and any other applicable charges weekly in advance.

20      **Outgoings**

20.1      To meet all outgoings applying to your home including water charges and electric and gas and council tax and other costs whether metered or billed.

20.2      To meet the relevant proportion of any maintenance costs relating to septic tanks which serve your home including emptying and servicing on an annual basis.

21      **Maintenance**

21.1      To be responsible for:

21.1.1      Plugs (and their chains) for baths, basins or sinks;

21.1.2      Fuses to appliances and in the fuse box. If we have to replace a fuse or reinstate a circuit in your home because of your faulty electrical appliance, you will be charged for the work;

21.1.3      Light bulbs, fluorescent tubes (and their starter units) except those in shared areas or in a kitchen of a sheltered flat;

21.1.4      Battery operated smoke detectors;

21.1.5      Hat or coat rails or hooks;

21.1.6      The grids covering channels for surface water and drainage;

21.1.7      Floor covering or carpets unless we supplied them;

21.1.8      Sweeping chimneys;

21.1.9      Decorating your home

21.1.10      Gardens;

21.1.11      Any items on a mutual exchange that the new tenant has accepted responsibility for;

21.1.12      Adjusting internal doors over carpets.

22      **Damage and reporting disrepair**

22.1      To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home, fair wear and tear excepted, and to pay any costs reasonably incurred by us in carrying out such works in default. Where we incur costs in carrying out these works we will take action to recover these costs from you.

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

23        **Decoration and general appearance of dwelling and gardens**

23.1        To keep the interior of your home in reasonable and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in reasonable decorative order.

23.2        To keep your garden (if any) in a reasonable and tidy condition and free from rubbish. Hedges and trees should be kept trimmed, and must not hang over public rights of way such as paths. Unless you have a good reason for not doing this work, we may do it and charge you.

24        **Access (including emergency access)**

24.1        To allow our employees, contractors or agents access at all reasonable times (on production of an official identity card) on receipt of at least 24 hours' written notice:

24.1.1        to inspect the state and repair of your home;

24.1.2        to carry out repairs, alterations and improvements to your home and/or to adjoining property and/or to the block or estate of which it forms a part;

24.1.3        to inspect any installations (including gas installations) and to carry out the annual gas safety check;

24.1.4        for other management purposes. These include, but are not limited to, carrying out tenancy checks, investigating allegations of illegal occupation, dealing with complaints including responding to complaints of anti-social behaviour and neighbour disputes;

24.1.5        to make connections to any services laid in or under the premises, subject to first giving twenty-four hours written notice to you and making good any damage caused to such premises in so doing;

24.1.6        to keep shared access footpaths and driveways clear.

24.2        To allow neighbours and those working for them to enter your home at all reasonable times after giving you at least 48 hours' written notice (except in cases of an emergency), only for the purpose of carrying out reasonable inspections, repairs, alterations, or improvements to their property or services to their property as permitted by us, provided they make good any damage caused.

24.3        In the case of an emergency you must give immediate access to your home. If, in our opinion, there is an emergency from which personal injury or damage to your home or neighbouring property might result, you must allow our employees or agents to enter your home using such means as necessary without giving notice. We may carry out such works as necessary as long as the disturbance caused is reasonable in the circumstances. In the case of an emergency we may have to temporarily cut off services and/or temporarily stop all rights of access to your home.

24.4        If you repeatedly do not allow us access to your home on reasonable notice we may take court action to gain access.

25 **Ending the tenancy**

25.1 To give us at least four weeks' notice in writing (ending on a Monday) when you wish to end the tenancy.

25.2 The tenancy will end on the last day of this four-week period (28 calendar days) or until the end of the week (ending on a Monday) in which the keys of your home are received by us, whichever is later. The rent will be due up to and including the final day.

26 **Moving out**

To give us vacant possession and return the keys of your home at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). If you leave your home in a poor state or condition you must pay us for the cost of reinstating the property. We do not accept any responsibility for anything you leave at your home at the end of the tenancy and we will charge you reasonable charges reasonable incurred for any clearance needed for which you are responsible.

27 **Nuisance and anti-social behaviour**

27.1 Neither to cause, nor to allow members of your household or visitors to cause a nuisance, annoyance, alarm or distress to other persons in the neighbourhood or to any of our tenants, agents, employees or contractors through anti-social behaviour.

27.2 Anti-social behaviour includes but is not limited to:

27.2.1 using or threatening to use violence;

27.2.2 damage and vandalism of property;

27.2.3 spraying or writing graffiti;

27.2.4 persistent arguing and door slamming;

27.2.5 noise or fouling from pets;

27.2.6 offensive drunkenness;

27.2.7 inappropriate dumping of rubbish;

27.2.8 riding motorbikes or mopeds on anywhere other than a public highway;

27.2.9 car repairs on the estate roads or parking areas or verges;

27.2.10 obstructing any common parts, doorways and other entrances or exits;

27.2.11 throwing items off balconies or from windows;

27.2.12 abandoning vehicles on the estate roads or parking bays.

28 **Harassment and violence**

28.1 Neither to commit, nor allow members of your household or invited visitors to commit, any harassment, or threat of harassment, violence, or threat of violence, towards anyone in the neighbourhood, or incite others to do so.

28.2 Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment on any ground including on grounds of race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

29 **Domestic violence**

You must not threaten, abuse or commit any act of violence against any other person living in your home, including a joint tenant. If any member of your household has left because of violence or threats of violence towards them or a member of their family who was living with them, and we are satisfied that the person who has left is unlikely to return, we may take action to regain possession of your home.

30 **Use of your home for illegal or immoral purposes**

30.1 Not to use your home, or to allow it to be used, for any criminal, illegal or immoral purposes, including, but not limited to:

30.1.1 selling or conspiring to sell, using, storing, manufacturing or cultivating illegal drugs;

30.1.2 storing or handling stolen goods;

30.1.3 keeping illegal or unlicensed firearms or weapons within the property;

30.1.4 prostitution or soliciting.

31 **Noise**

Neither to play, nor to allow to be played, any radio, television, electronic equipment or musical instrument or otherwise cause a noise so that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside your home.

32 **Use of communal/shared areas**

32.1 To keep (and to ensure that every member of your household keeps) common areas, including but not limited to halls, staircases, lands, lifts, passageways, gardens, in a clean and tidy condition and free from obstruction.

32.2 Not to smoke in communal areas where 'no smoking' signs are displayed. Tenants in sheltered accommodation, and their visitors, must not smoke in the corridors, communal lounge, communal areas, stairways, lifts or other shared areas of the building.

32.3 In the event of a dispute between tenants regarding the use of communal areas our decision will be final.

32.4 If you breach your obligations under this condition 32 you may be recharged for any works to maintain, clear and clean halls, stairways, landings, lifts, passageways, gardens etc in accordance with our recharge policy, copies of which are available upon request.

32.5 To use the communal areas, lifts and services in a reasonable manner and to ensure that other members of your household and your visitors do the same.

### 33 **Animals**

33.1 If you live in a multi-storey flat or a sheltered housing scheme, you must not allow any animal, other than a small caged bird/animal or fish in a small aquarium, to be kept or brought to your home, unless given written permission to do so on the grounds of disability or other welfare reasons. A normal domestic pet is permitted in some designated bungalows within sheltered housing schemes that are distinctly separate from the main sheltered housing block. We will inform you if this is permitted for your home.

33.2 For other dwellings you or your visitors must not keep any animal at your home other than a normal domestic pet. Any pets must be kept under control and not cause a nuisance or annoyance to neighbours or foul in the communal areas or in the neighbourhood.

33.3 If a pet or other animal causes a nuisance in the neighbourhood, you will be asked to control your pet's behaviour, or remove it from the property.

### 34 **Parking of vehicles, caravans etc**

34.1 Not, without first getting our written permission, to park a car or other vehicle, or a caravan or boat, on any part of your home, except on an approved hardstanding. For the avoidance of doubt, a bicycle is not a vehicle for the purpose of this condition 34.

34.2 Not to park vehicles on footpaths, pavements, grassed verges, greens or any other open area in or about the estate and you must ensure that members of your household or your visitors do not do this either.

34.3 The parking of caravans or boats on car parking areas is not permitted. Vehicles kept on hardstanding or allotted car parking spaces should be in a roadworthy condition. Caravans kept at the property must not be used for residential purposes. We reserve the right to require the removal of any vehicle, caravan or boat which in our opinion is inappropriate for the location.

34.4 To only carry out reasonable minor repairs to your household's (not other people's) private motor vehicle(s) in the parking area or garage that you are allowed to use. You must not break up vehicles, or carry out any repairs that cause a nuisance, annoyance or offence, including the use of paint spraying equipment, hoists, welding equipment, or powered tools. But we may, by notice in writing, restrict or prohibit the carrying out of such repair or renovation to such times of the day or for such periods of time as we consider reasonable.

### 35 **Use of your home**

35.1 To use your home for residential purposes, as your only or principal home.

35.2 Not to carry on nor allow to be carried on any business or trade in your home by yourself or anyone else without first obtaining all necessary consents (if any are required) such as planning permission insurance or any licences.

35.3 Not to carry on nor allow to be carried on any business or trade in your home by yourself which is likely to cause nuisance or annoyance to nearby residents.

36 **Fire Prevention and Fire Safety**

36.1 Not to use any form of space heating burning propane, paraffin, calor gas or any other flammable gas or liquid.

36.2 Not to keep large quantities of anything in your home, which is particularly likely to catch fire or explode.

36.3 Not to tamper with gas, electricity or water supplies or meters, smoke detectors, fire extinguishers, communal digital television aerials or any other communal equipment or any other emergency alarm equipment provided by us.

36.4 To work with us and act in a responsible manner to help minimise the risk of fire at your home and any associated common areas.

36.5 Not to keep or store any items or possessions in the common areas.

37 **Gas Appliances**

37.1 To comply with all current gas safety regulations and ensure that rooms containing gas fired back boilers are not used as bedrooms.

37.2 Not to put in, alter, or paint any gas appliances unless we agree in writing. Any gas appliances which you install must be installed by an accredited engineer on the Gas Safe Register or the register of any successor regulatory body and a relevant safety certificate must be sent to us within 4 weeks of completing the work.

38 **Assignment**

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in condition 51 or assigning the tenancy to someone that would have been qualified under condition 55 below to succeed to the tenancy if you had died.

39 **Absence from your home**

39.1 To use your home as your principal home and to inform us, in writing and if possible in advance, if you are or expect to be absent from your home for longer than six weeks. This includes any term of imprisonment for longer than six weeks.

39.2 You need to provide us with the following information in writing:

39.2.1 Intended date of departure;

39.2.2 Intended date of return;

39.2.3 The arrangements you have made to pay the rent and for the care of your home;

39.2.4 The address and phone number where you can be contacted by us.

40 **Overcrowding**

Not to allow more than the number of persons shown on page [2] to live at your home.

41 **Recharges**

If we have to carry out works as a result of you not keeping to the terms of this agreement, we will charge you the full cost plus an administration fee for us doing the work. This will be confirmed in writing to you before any works are undertaken.

**Section 4 - Your Rights**

**Your have the following rights:**

42 **Right to occupy**

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

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

43 **Tenure**

43.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003). We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving a notice) and seek possession of your home on the grounds and in the circumstances set out below (in Section 5 – Grounds for Possession). Specifically, we will not seek possession using Grounds 1 to 6 of Schedule 2 to the Housing Act 1988, Ground 8 of Schedule 2 to the Housing Act 1988 (rent is eight weeks in arrears) or Ground 11 of Schedule 2 to the Housing Act 1988 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).

43.2 If we intend to seek a demotion order we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.

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

43.3.1 we are using grounds 14 or 14A when the notice may be less than four weeks;  
or

43.3.2 we are using grounds 7, 9 or 16 when we will give two months' notice; or

43.3.3 the Court has allowed us to go ahead without serving notice on you.

43.4 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in section 5 below.

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

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

#### 44 **Cessation of assured tenancy**

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

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

45.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [2]). You must inform us when the lodger moves in and when they leave. If taking in a lodger results in the premises becoming overcrowded, we will ask you to resolve this by asking the lodger to leave. Failure to do so may result in us taking action.

45.2 On request, you must tell us the name age sex of your lodger and the accommodation he or she will occupy.

45.3 As long as you first get our written consent, you may sublet part of your home provided you also remain resident at the property. We may give consent subject to reasonable conditions. When applying for permission to sublet part of your home, you must inform us of the name, age and sex of the proposed sub-lessee. When you move out you must tell us the date when they left.

45.4 You may not sublet the whole of your home.

#### 46 **Right to make improvements**

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

46.1.1 decorating the exterior of the premises;

46.1.2 carrying out structural or other alterations or making any addition to the premises;

46.1.3 altering or adding to any fixtures and fittings or to any services to the premises;

46.1.4 installing fixed gas appliances;

46.1.5 erecting any wireless or television aerial, satellite dish or CB radio aerial;

46.1.6 putting up in the garden of your home any items including a shed, greenhouse, fence or garage.

46.2 We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

#### 47 **Compensation for improvements**

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

#### 48 **Right to repair**

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

#### 49 **Right to consultation**

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

#### 50 **Right to information**

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

#### 51 **Right to exchange**

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

51.2 You must not charge any premium in relation to an exchange of this tenancy. If we later discover a premium has been charged we will take steps to recover that sum and your new landlord may take steps to end your new tenancy.

#### 52 **Complaints**

52.1 We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority or its successor as laid down from time to

time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

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

### 53 **Preserved Right to Buy**

53.1 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

53.2 If you die, the person who takes over the tenancy under the succession rights in condition 56 below above will also take over your preserved right to buy (if you had that right).

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

53.4 To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under condition 51 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

### 54 **Right to acquire**

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

### 55 **Succession - general**

55.1 If you die, certain people, who are specified in condition 55.5 below, may succeed to this tenancy. Subject to condition 55.2 this condition 55 will not apply if you have already succeeded to this tenancy (either under condition 55 in this tenancy or similar succession conditions in a previous tenancy which we granted).

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

55.3 We will normally only allow one succession. We may allow further successions, at our discretion.

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

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

55.5.1 If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.

55.5.2 If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he

or she lived with you in your home as their principal or only home at the time of your death.

55.5.3 If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death may be granted a new assured tenancy on the same terms as this agreement.

55.5.4 If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

## 55.6 Other succession rights

55.6.1 If inheritance rules do not allow someone who qualifies under condition 55.5.3 above to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home.

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

## 56 Preserved rights

So far as possible, we agree to give you the rights in conditions 45 to 51 above) as they apply to a secure tenant of a Council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

## Section 5 – Grounds for possession

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

The grounds for possession listed below are the only grounds on which we will seek possession of your property. Specifically, we will not seek possession using Grounds 1 to 6 or Ground 8 (rent is 8 weeks in arrears) or Ground 11 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).

### Part 1 Grounds on which Court must Order Possession

#### Ground 7

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

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

*We will only seek to recover possession of your home on this ground in the circumstances explained in condition 55.6.1.*

## **Part 2 Grounds on which Court may Order Possession**

### **Ground 9**

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

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

- (a) *we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or*
- (b) *your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or*
- (c) *your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or*
- (d) *your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or*
- (e) *premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property; or*
- (f) *a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy **provided that** notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*
  - i *the age of the person succeeding to your tenancy;*

- ii *the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;*
- iii *any financial or other support given to you by the person succeeding to your tenancy.*

### **Ground 10**

Some rent lawfully due from the tenant:

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

### **Ground 12**

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

### **Ground 13**

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

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

### **Ground 14**

The tenant or a person residing in or visiting the dwellinghouse:

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

### **Ground 14A**

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

- (a) one or both of the partners is a tenant of the dwellinghouse;

- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust;
- (c) one partner has left the dwellinghouse because of violence or threats of violence by the other towards:
  - (i) that partner; or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

#### **Ground 15**

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

#### **Ground 16**

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary or State, employment by a health service body, as defined in Section 60(7) of the National Health Service and Community Care Act 1990 or by a Local Health Board, shall be regarded as employment by the Secretary of State.

#### **Ground 17**

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

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

**SIGNATORIES**

**Signed** on behalf of [Abc] Limited

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

**Signed** by the Tenant.....

.....

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

**Date**.....