

CONTENTS

Section A:	SUMMARY GUIDE	Page []
Section B:	A GOOD OFFER TO TENANTS	Page []
Section C:	INCREASED INVESTMENT IN HOMES AND DEVELOPMENT OF NEW AFFORDABLE HOMES	Page []
Section D:	AFFORDABLE RENTS AND SERVICE CHARGES	Page []
Section E:	MAKING HOMES AND COMMUNITIES BETTER PLACES TO LIVE	Page []
Section F:	MORE OPPORTUNITIES FOR TENANTS TO GET INVOLVED	Page []
Section G:	YOUR KEY RIGHTS ASSURED INTO THE FUTURE	Page []
Section H:	BETTER SERVICES FOR OLDER AND DISABLED PEOPLE	Page []
Section I:	IMPROVED AND CUSTOMER FOCUSED SERVICES	Page []
Section J:	A GOOD OFFER TO LEASEHOLDERS	Page []
Section K:	ABOUT SOUTH CAMBRIDGESHIRE VILLAGE HOMES	Page []
Section L:	USEFUL NAMES AND ADDRESSES	Page []
Section M:	LEGAL REQUIREMENTS FOR TENANT CONSULTATION	Page []
Section N:	OTHER INFORMATION YOU MAY WANT TO LOOK AT	Page []
Section O:	THE PROPOSED TENANCY AGREEMENT	Page []
Section P:	GLOSSARY OF TERMS USED IN THIS DOCUMENT	Page []

SECTION A: SUMMARY OF THE HOUSING TRANSFER PROPOSAL AND THE BENEFITS IT WOULD PROVIDE

WHAT IS THE PROPOSAL?

South Cambridgeshire District Council is proposing to transfer the ownership and management of all its homes to a new local housing association South Cambridgeshire Village Homes. South Cambridgeshire Village Homes would employ the same staff who work for the Council's housing service.

WHO ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

South Cambridgeshire Village Homes would be an Industrial and Provident Society, a not-for-profit housing organisation, which the Council has set up to take on its homes should tenants support a housing transfer. It would be a registered housing provider, with charitable rules, with the Tenant Services Authority. For more information on South Cambridgeshire Village Homes and the Tenant Services Authority and its role see Section K.

WHAT WOULD THE TRANSFER MEAN FOR YOU?

Here are the commitments South Cambridgeshire District Council would make if transfer goes ahead.

1. Affordable rents

- Rents would be no more than they would be with the Council as the same Government policy guidelines would apply.
- Tenants would get more money spent on their homes and services than the Council could afford.

2. Your key rights assured into the future

- The key rights of tenants would be protected through a new assured tenancy agreement for transferring tenants and a contract between South Cambridgeshire District Council and South Cambridgeshire Village Homes.

3. Increased investment in homes

- Around £55 million worth of major works and improvements would be planned for the first five years – around £40 million more than the Council projects it would be able to afford over that same period.

4. More energy efficient homes

- A commitment to tackling fuel poverty by making identified homes more energy efficient and helping tenants to reduce fuel consumption.

5. Making homes safer and more secure

- Action to help make homes and neighbourhoods feel safe and secure, including improved security measures inside and outside homes including windows and doors with built in security features – “secure by design”.

6. Faster target repair times and ‘by appointment’ repairs service

- Faster target repair times, more works by appointment at times convenient to tenants, and repair reporting to trained staff.

7. Making communities better places to live

- Funding of up to £3 million over five years for environmental improvements including off road car parking, fencing and landscaping schemes.
- Dedicated resources including a specialist trained officer to help tackle anti-social behaviour.
- Improved measures for preventing and tackling anti- social behaviour.
- Funds would be set aside within the environmental improvements programme to provide a ‘Tenants Community Chest’ of up to £250,000 in the first five years (around £50,000 each year) that tenants’ groups would be able to bid for money for local improvement schemes.
- A Village Fund of up to £500,000 in the first five years (around £100,000 each year) which could enable offers of support services for older and disabled people within villages, for example to help provide new community transport schemes, or help fund new community projects or facilities that would benefit younger people and families.

8. Better services for older people

- Three additional staff working in the sheltered housing service to help respond flexibly to resident’s needs.
- More services would be specifically tailored to older people. These would include a new Handyperson service, set up within 12 months of transfer, to carry out minor works to homes.
- Increasing resources for gardening and internal decoration services for people who cannot undertake such works themselves.

9. Better services for disabled people

- Increased investment in adaptations such as level access showers and grab rails to tenants' homes when they are needed and are appropriate.
- Access to the services of an occupational therapist would help assess and speed up applications for disabled adaptations.
- South Cambridgeshire Village Homes would aim to clear the backlog of disabled adaptations within 12 months of transfer.

10. Local knowledge and people you trust

- The staff currently delivering the housing service, including the Council’s Direct Labour Organisation (DLO) who carry out repairs, and sheltered housing staff, would

be able to transfer to South Cambridgeshire Village Homes, to retain local knowledge and familiarity.

- South Cambridgeshire Village Homes would aim to ensure that housing services continue to be delivered in a way that fits with South Cambridgeshire's dispersed rural character.

11. More opportunities for tenants to get involved in decision making

- Local decision making with five of the fifteen Board Members of South Cambridgeshire Village Homes being tenants elected by tenants.
- Increased resources for tenant participation including plans for dedicated staffing and additional resources for tenant representatives and groups, including training.
- A commitment to look at developing new ways to involve and communicate with tenants.

12. Improved customer service

- A commitment to review how tenants and other service users access services, including repair ordering, within two years of transfer with a view to providing excellent, local and responsive customer focussed services.
- Clear customer service standards would be adopted, in consultation with tenants, that exceed those currently offered by the Council.

13. Development of new affordable homes

- The Council would work with South Cambridgeshire Village Homes to promote the development of new affordable housing in villages within South Cambridgeshire.
- The Council would commit at least £2 million from the available capital receipt from the sale of homes to enable South Cambridgeshire Village Homes to provide new affordable homes.
- South Cambridgeshire Village Homes would plan to set aside money over the first five years to provide new affordable homes.

WOULD THE PROMISES BE KEPT?

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

The Tenant Services Authority would monitor and regulate South Cambridgeshire Village Homes to check that it meets its standards for managing and maintaining your homes and it has the power to intervene if those standards are not being met.

South Cambridgeshire Village Homes would agree with the Council a protocol so that District Councillors could raise any queries on behalf of their constituents and receive a prompt response.

COMPARE THE DIFFERENCE OVER THE FIRST FIVE YEARS

**STAYING WITH SOUTH
CAMBRIDGESHIRE DISTRICT COUNCIL**

**(based on the Council's current financial
projections)**

Repairs and maintenance

Up to 500 new or upgraded central heating systems

No programme of renewable energy installations

Up to £125,000 – around £25,000 each year on insulation measures

Up to 960 new kitchens

Up to 400 new or upgraded bathrooms

Up to £1.375 million for disabled adaptations and

No planned programme for installation of walk-in showers

No programme of new timber or UPVC external doors

Up to 140 homes to benefit from UPVC window upgrades

Up to 56 homes to be re-roofed

Up to 310 re-wiring or electrical upgrades including extra sockets

No new electrical door entry systems

Up to £100,000 – around £20,000 each year for asbestos removal

Up to £1million for complete property refurbishments

No non-traditional property refurbishments

**TRANSFERRING TO SOUTH
CAMBRIDGESHIRE VILLAGE HOMES**

**(incorporated into the South
Cambridgeshire Village Homes' business
plan)**

Repairs and maintenance

Up to 1,450 new or upgraded central heating systems

Up to £750,000 – around £150,000 each year for a programme of 300 renewable energy installations including solar panels

Up to £750,000 – around £150,000 each year on insulation measures

Up to 1,450 new kitchens with greater choice

Up to 800 new or upgraded bathrooms including fans and shower over the bath as standard

Up to £4 million – around £800,000 each year for disabled adaptations and

Up to £3 million – around £600,000 each year for a planned programme of up to 600 walk-in showers

Up to 1,550 new timber external doors with built in security features – “secure by design”

Up to 970 homes to benefit from UPVC window upgrades

Up to 580 homes to be re-roofed

Up to 970 homes re-wired or to have an electrical upgrade including extra sockets

Up to 120 new electrical door entry systems

Up to £500,000 – around £100,000 each year for asbestos removal

Up to £5 million for complete property refurbishments including non-traditional property refurbishments

No funds for new parking bays or hard-standings

Up to £500,000 – around £100,000 each year for new parking bays or hard-standings where possible

No funds for the refurbishments of garage sites

Up to £250,000 – around £50,000 each year for the refurbishment of garage sites

No funds for internal redecorations for older and disabled tenants

Up to £250,000 – around £50,000 each year for internal redecorations for older and disabled tenants

No funds for garden maintenance orders for older and disabled tenants

Up to £250,000 – around £50,000 each year for garden maintenance orders for older and disabled tenants

No handy person service

A new handy person service provided at no cost to older and disabled tenants within 12 months of transfer

The in-house repairs service is likely to be put out to tender to private contractors

An in-house repairs service using the Council's existing staff

A new 'Tenants Community Chest' of up to £250,000 – around £50,000 each year for tenants groups to bid for money for local projects and initiatives.

A new Village Fund of up to £500,000 – around £100,000 each year to enable offers of support services for older and disabled people within villages or help fund new community projects or facilities that would benefit younger people and families.

Tenancy management

The Council would do its best to continue to deliver services within the reducing budgets it expects to have available.

There would be limited resources for tenant participation.

Existing tenancy agreements would remain

Tenancy management

Commitment to provide a specialist anti-social behaviour officer and three additional sheltered housing staff providing a more localised, accessible and responsive service dealing with issues you told us were important to you.

There would be a new dedicated team of two officers to support tenant participation activities and new resources for tenants including an equipped office space and training.

A new tenancy agreement that has been developed with tenants which protects your key rights and gives some new rights

COMPARE THE DIFFERENCE

STAYING WITH SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

Rents

Rent increases subject to Government policy guidelines. Maximum increase each year of inflation plus 0.5% + £2 per week. After target rents are reached annual increases under the current policy would be inflation plus 0.5% a year.

TRANSFERRING TO SOUTH CAMBRIDGESHIRE VILLAGE HOMES

Rents

Rents would be no more than they would be with the Council as the same Government policy guidelines would apply – monitored by the Tenant Services Authority (TSA).

The maximum increase each year would therefore be inflation plus 0.5% + £2 per week. After target rents are reached annual increases under the current policy would be limited to inflation plus 0.5% a year

Value for Money

It's not just what you pay out but what you get for your money. Because South Cambridgeshire Village Homes would have a fully funded Business Plan over 30 years it would be able to guarantee investment in your homes and would have more resources to develop services than the Council could afford.

Remember South Cambridgeshire Village Homes would be able to use the rent you pay in order to repay loans and invest in homes and services whereas under current government rules the Council pays around 50p in every £1 of all rent it receives to the Government to help subsidise council housing in other areas of the country that are considered to be in more need.

The Council is simply unable to offer you the same financial commitment as South Cambridgeshire Village Homes.

SECTION B: A GOOD OFFER TO TENANTS

What is in this part of the document?

- WHAT IS THE COUNCIL'S HOUSING TRANSFER PROPOSAL?
- WHY IS THE COUNCIL ASKING YOU TO CONSIDER THIS CHANGE?
- WHAT OPTIONS WERE LOOKED AT?
- WHAT ARE THE KEY BENEFITS OF TRANSFER?
- WHY CAN THE COUNCIL NOT SPEND WHAT IS NEEDED?
- HOW IS THE MONEY WORKED OUT?
- WHAT WOULD BE THE COUNCIL'S HOUSING ROLE AFTER TRANSFER?
- WHAT IS THE TIMETABLE FOR CONSULTATION?
- WHAT IS YOUR ROLE IN THIS CONSULTATION?
- WHERE CAN YOU GO FOR MORE INFORMATION?
- WHO ARE PS CONSULTANTS, THE INDEPENDENT TENANTS' ADVISOR, AND HOW WERE THEY CHOSEN?
- WHAT WOULD HAPPEN IF THE TRANSFER DOES NOT GO AHEAD?

WHAT IS THE COUNCIL'S HOUSING TRANSFER PROPOSAL?

The Council is consulting you about a possible transfer of the ownership and management of all the Council's housing to South Cambridgeshire Village Homes. The Council proposes to establish South Cambridgeshire Village Homes as a new, local not-for-profit housing association.

The Council believes this is in the best interests of its tenants because South Cambridgeshire Village Homes could afford to maintain homes and deliver further service improvements tenants want for their homes, communities and housing services. South Cambridgeshire Village Homes would be your new landlord if the housing transfer goes ahead.

While the Council believes transfer is in tenants' best interests, it will be for you, the tenants to make a decision in a ballot of all the Council's secure tenants. The ballot is planned for Spring 2009.

If you have any questions about any aspect of the proposal for transfer, please phone the Council's Housing Futures Freephone Helpline on 0800 328 5922 or PS Consultants, the Independent Tenants' Advisor on Freephone Helpline on 0800 085 2207.

WHY IS THE COUNCIL ASKING YOU TO CONSIDER THIS CHANGE?

The Council is proposing to transfer all the Council's housing to a newly formed, non-profit making, local housing association called South Cambridgeshire Village Homes. More than 200 councils have transferred homes in this way, all with the intention of improving homes and housing services for tenants. Locally these include East Cambridgeshire, Fenland, St Edmundsbury, Huntingdonshire, Peterborough, Forest Heath and North Hertfordshire Councils.

The Council is required to meet the Government's Decent Homes Standard. This standard was introduced by the Government to require all councils and housing associations to bring their homes up to a decent standard of repair and modernisation. **The Decent homes Standard is only a basic minimum standard.** In the autumn of 2006 the Council commissioned an independent survey of the condition of its homes (called the Stock Condition Survey) by Savills. This showed that to meet the basic Decent Homes Standard the Council needed to spend around £9 million, and to meet the "recommended" standard (prescribed by Savills as the "industry" standard) would require over £45 million on improvements alone over the next five years. The Council is currently on track to achieve the basic Decent Homes Standard by the end of 2010 but cannot afford to meet the recommended standard which tenants have told us that they would like to see for their homes.

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

The Council also asked tenants what is important to them at meetings of the Transfer Advisory Group (TAG) and the Tenant Participation Group (TPG) and through a questionnaire sent to all tenants by the Independent Tenants' Adviser (ITA) PS Consultants in 2007, which 1,568 tenants responded to – there were also 6 follow-up focus groups facilitated by the ITA. There have also been a number of other opportunities for tenants to feed in their views through drop in sessions held across the district, at coffee mornings in our sheltered housing schemes, tenant open days and a home visit programme carried out to all our tenants who live outside of sheltered housing during the summer of 2008. All of this information has been considered when forming this proposal.

We also want you to receive a better service, and we know there would be improvements if more money were available.

Current Government policy limits what the Council can borrow and what we can spend from the rents we receive because we have to pay around 50p in every £1 to the government to help subsidise council housing in other parts of the country. Because of these limits we do not expect to have enough income in the future to fund all the modernisation and major repair works which are needed, or to improve services.

We believe tenants should be able to have works carried out to their homes to ensure they are up to modern day standards now and into the future.

We are aware that the Government are carrying out a review of the Council housing finance system and we have previously asked the Government for its position but have received no

assurances that the Council's position is likely to change in the near future. With the finances the way they are, the Council has to act now to ensure our tenants are offered a choice and can make a decision on the facts.

WHAT OPTIONS WERE LOOKED AT?

In 2007 the Council set up the Housing Futures Working Group (HFWG) to look at the future needs of the housing service in consultation with tenants, leaseholders and the Tenant Participation Group (TPG). This Working Group looked at the options still available for delivering Decent Homes into the future and considered reports from independent financial consultants. The elected tenants on the HFWG also appointed an Independent Tenants' Adviser, PS Consultants, to carry out consultation exercises with tenants about the options available to the Council.

The options that have been considered were:

- **Staying with the Council** - with a lower level of investment in homes and services than is currently provided. As explained previously, as things stand the Council could meet the Decent Homes standard by 2010 but it does not believe that it can sustain that standard into the future with the level of resources it expects to have available and neither could it fund the additional improvements to homes and housing services that tenants have said they would like to see. The Council also expects it would have to make cuts to existing services to avoid a deficit on its Housing Revenue Account (i.e. paying out more than it receives in income) of up to £900,000 by April 2012.
- **Transfer** - this is the transfer of ownership of all of the Council's homes to a not-for-profit housing association. The new landlord would be free from the financial constraints that restrict the Council from investing the amounts of money needed to improve homes, estates and the environment.

The following other options were considered by the Council when it looked at the future of its homes in 2005:

- Setting up an **Arms Length Management Organisation (ALMO)** - where the Council would still own the housing but another housing organisation would manage the homes. This option was rejected because it would not produce any extra funds to spend on repairs and improvements.
- **Private Finance Initiative (PFI)** - this involves contracting with a private company to carry out repairs and improvements. This option was rejected because the Council did not believe that PFI offers a long-term solution that would deliver the money needed for all its homes.

Having fully examined the available options and taken on board the views of the tenants, the Council has decided to offer tenants the choice of transferring the Council's homes to a new local housing association landlord South Cambridgeshire Village Homes, or staying under the ownership and management of the Council.

WHAT ARE THE KEY BENEFITS OF TRANSFER?

The key benefits of the transfer

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

1. AFFORDABLE RENTS

Your rent with South Cambridgeshire Village Homes would be no more than it would be with the Council as the same Government policy guidelines would apply, but you would get more spent on your home and services.

Under current government guidance South Cambridgeshire Village Homes would set annual rent increases using the same formula as the Council does.

South Cambridgeshire Village Homes would continue to:

- Only increase rents once a year, just like the Council.
- Offer various ways to pay your rent.
- Use a firm but fair policy for dealing with rent arrears.

At the point of transfer **all tenants** would remain on their existing rent. The Government's current rent policy requires South Cambridgeshire Village Homes to set rents using a formula which is the same as the one which applies to Council rents. The Government also has a policy that housing association and Council rents should be the same for similar properties in similar locations. That means that using current Government policy, whether your landlord is South Cambridgeshire Village Homes or the Council you would pay a similar rent.

For more details on rents and service charges see Section D.

2. YOUR KEY RIGHTS ASSURED.

Your key rights would be protected through both your tenancy agreement and a contract between the Council and South Cambridgeshire Village Homes, and these would include the preserved Right to Buy.

For more details on your tenancy rights see Section G.

3. INCREASED INVESTMENT IN HOMES

South Cambridgeshire Village Homes would have plans to invest around £55 million in major works and improvements in the first five years after transfer – around £40 million more than projected with the Council. These planned works would include:

- New, upgraded central heating to up to 1,450 homes – around 970 more than projected with the Council.
- New kitchens to up to 1,450 homes – around 490 more than projected with the Council.

- New bathrooms for up to 800 homes including fans and a shower as standard – around 400 more than projected with the Council.
- A new planned programme of walk-in showers for up to 600 homes (there would be no Council programme).
- UPVC double glazed window upgrades for up to 970 homes – around 930 more than projected with the Council.
- A new external door replacement programme of up to 1,550 new timber doors with built in security features – “secure by design” (there is no Council programme).
- Re-roofing of up to 580 homes - around 500 more than projected with the Council.
- Re-wiring of up to 970 homes - around 720 more than projected with the Council.
- Kitchens, bathrooms and new or upgraded central heating systems would be key priorities.
- More choice – you would decide the design and colour scheme of kitchen, bathroom and other fittings from a wide range of options.
- Additional support – staff would give help and support where needed during your improvements to help it go smoothly.

For more details of the modernisation programme see Section C.

4. MORE ENERGY EFFICIENT HOMES

South Cambridgeshire Village Homes would tackle fuel poverty by helping tenants get advice about managing their budgets and information on the costs of fuel from different energy suppliers.

South Cambridgeshire Village Homes would also tackle fuel poverty by making identified homes more energy efficient, helping tenants to reduce fuel consumption. This would be achieved through:

- Installing full fuel efficient central heating where possible with a package of insulation measures to help to keep fuel bills down. For example replacement of electric storage heaters where required.
- An £8 million programme of around 1,450 central heating installations with an additional £750,000 to be invested in insulation measures in the first five years after transfer
- An £750,000 programme of around 300 renewable energy installations including solar panels to help prevent fuel poverty in the first five years after transfer.

- Working in partnership with energy suppliers to make homes more energy efficient through maximising take-up of available initiatives and government grants.

South Cambridgeshire Village Homes would be environmentally aware in the way that it would work, and would carry out environmental impact assessments for all planned major works.

For more details on the modernisation programme see Section C.

5. MAKING HOMES SAFER AND MORE SECURE

South Cambridgeshire Village Homes would have a programme of security improvements, including security lights, fencing, door entry systems, more secure by design external doors with spy holes, window locks and door chains.

South Cambridgeshire Village Homes would fit hard-wired smoke detectors and carbon monoxide detectors where feasible when a property is rewired.

For more details of the planned service improvements to make homes safer and more secure see Section E.

6. FASTER TARGET REPAIR TIMES AND 'BY APPOINTMENT' REPAIRS SERVICE

Through its dedicated in-house repairs team South Cambridgeshire Village Homes would:

- Have a telephone hotline for reporting repairs.
- Have faster target repair times than the Council.
- Within one year of transfer aim to give appointments for all non-urgent repairs within one year of transfer.
- Aim to offer appointments at times most convenient for tenants through extended working hours.

For more details of how the repairs service would be run see Section I.

7. MAKING COMMUNITIES BETTER PLACES TO LIVE

South Cambridgeshire Village Homes would work closely with residents and public bodies like the District, County and Parish Council's, social services, education, the police, the Primary Care Trust, GPs, voluntary agencies and local businesses to help local communities tackle problems and improve the quality of life in villages.

South Cambridgeshire Village Homes wants tenants to be able to enjoy their homes and neighbourhoods without fear of anti-social behaviour and would make a commitment to tackle problems within our local communities.

South Cambridgeshire Village Homes would have a dedicated specialist trained officer to help tackle anti-social behaviour more efficiently and effectively. This would be achieved by

working with tenants and partner agencies to provide local and responsive services. South Cambridgeshire Village Homes' approach would be to work to prevent nuisance and anti-social behaviour, but take firm action in partnership where problems do occur.

South Cambridgeshire Village Homes would take decisive action to tackle anti-social behaviour, nuisance and harassment including racial harassment and hate crime. South Cambridgeshire Village Homes would work closely with tenants and other agencies to develop policies tailored to the needs of individual villages.

South Cambridgeshire Village Homes' policy would use the full range of remedies available, including where appropriate, mediation, injunctions, professional witnesses, acceptable behaviour contracts, anti-social behaviour orders (in consultation with the Council and police) and possession action and eviction where necessary.

For more details of the security and community modernisation programmes see Section E.

8. BETTER SERVICES FOR OLDER PEOPLE

Transfer to South Cambridgeshire Village Homes would bring much needed investment to all aspects of the housing service. One area of particular importance is the provision of modern facilities and services for older people, so that they can continue to enjoy their independence in their own home or, for those who wish, in sheltered accommodation.

South Cambridgeshire Village Homes would develop a menu of service options available to all older people. These would include:

- Continuing to provide sheltered housing for older people with a dedicated team of sheltered housing staff who would transfer to South Cambridgeshire Village Homes from the Council.
- Three additional staff to work across the sheltered housing service to help respond flexibly to residents needs.
- More services specifically tailored to older people, for example a Handyperson service, set up within 12 months of transfer, to carry out minor works and maintenance to homes and gardens provided at no cost to older and disabled tenants.
- Ensure that older people have priority for certain repairs, for example, when heating systems break down. Tenants would be consulted on areas where priority would be given to older peoples repairs.
- Increasing resources for gardening and internal decoration services for people who cannot undertake such works themselves.
- A programme of security improvements, including security lights, fencing, door entry systems, more external doors with built-in security features – 'secure by design' including spy holes, window locks and door chains.

- Work with partners to maximise the use of existing community transport schemes and to develop new ones to promote access to services and better mobility for older and disabled tenants and residents in our local communities.
- An enhanced community alarm service with an additional menu of options such as contact by telephone or a visiting service.
- Work in partnership to seek to improve support and care services for our frailer older residents.

For more details of the planned service improvements for older people's services see Section H.

9. BETTER SERVICES FOR DISABLED PEOPLE

South Cambridgeshire Village Homes plans to invest in improving services for disabled tenants would include:

- When fitting new kitchens and bathrooms tailor them to take account of tenants' individual needs, for example by providing lever taps and grab rails.
- A budget of up to £4 million – around £800,000 a year in the first five years for disabled adaptations. This exceeds what the Council projects that it can offer.
- A budget of up to £3 million – around £600,000 a year in the first five years for a planned programme of up to 600 walk-in showers. There would be no equivalent Council programme.
- Aiming to use the services of an occupational therapist to reduce waiting times for assessment to clear any disabled adaptations backlog within 12 months of transfer.
- Giving priority to disabled tenants for new or upgraded heating and energy efficiency measures to provide affordable warmth.

For more details of the modernisation programme see section C and for improved services for disabled people see Section H.

10. LOCAL KNOWLEDGE AND PEOPLE YOU TRUST

South Cambridgeshire Village Homes would be a new local not-for-profit housing association set up by the Council and staffed by the people you know and trust. It would not be an existing housing association.

The majority of the staff currently delivering the housing service, including the Council's Direct Labour Organisation (DLO) who carry out repairs, and sheltered housing staff, would transfer to South Cambridgeshire Village Homes so local knowledge and familiarity would be retained.

South Cambridgeshire Village Homes would aim to ensure that housing services continue to be delivered in a way that fits with South Cambridgeshire's dispersed rural character.

For more details on South Cambridgeshire Village Homes and the people who would provide the service see Section I.

11. MORE OPPORTUNITIES FOR TENANTS TO GET INVOLVED IN DECISION-MAKING

South Cambridgeshire Village Homes sees tenant involvement as an important and integral part of high quality service delivery. Its policy would be to take decisions at a local level, involving local people wherever appropriate. It would have a Resident Involvement Policy, follow national good practice guidelines on tenant participation and adopt and develop the Council's existing Tenant Participation Agreement.

South Cambridgeshire Village Homes would be committed to:

- Local decision making with five of the fifteen Board Members of South Cambridgeshire Village Homes being elected tenants.
- Increased resources for tenant participation including plans for dedicated staffing and additional funding for resources and training for tenant representatives and groups.
- Developing new ways to involve and communicate with tenants.

For more details on tenant involvement with South Cambridgeshire Village Homes see Section F.

12. IMPROVED CUSTOMER SERVICE

You would continue to deal with people you know. This is because the majority of the Council staff who provide your housing services, including housing and sheltered housing officers and the Direct Labour Organisation (DLO) who carry out repairs, would transfer to South Cambridgeshire Village Homes. They would continue to provide accessible services from a local office base.

South Cambridgeshire Village Homes would aim to review the location of its offices within the first two years after transfer in order that to ensure that it is able to provide an accessible and convenient local office base for tenants.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by exploring new ways of delivering services:

- Within two years of transfer consider how to develop an in-house dedicated customer service team to help deal specifically with your housing, rent and repair enquiries.
- Conducting regular village inspections with tenants who would be empowered to help devise local solutions to problems.
- Providing a range of new and improved services to support tenants in their homes including a handyman scheme and access to the services of an occupational therapist to speed up disabled adaptations.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by making services more accessible:

- Staff taking services out to tenants and using hand held modern reporting technology so that repairs and enquiries can be reported and dealt with on site.
- Increasing the number of local housing surgeries that would be open at times convenient to customers where there is demand.
- Making sure information is available in an accessible way (e.g. on audiotape or in translation) and using plain language in all publications.
- Providing a new South Cambridgeshire Village Homes website that would provide lots of helpful information about your tenancy and offer a repair reporting service.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by reviewing standards and performance including:

- Adopting new and higher service standards and a customer care plan in consultation with tenants and other customers.
- Involving tenants in monitoring performance against service standards and delivery of the transfer promises.
- Ensuring that all staff are trained in customer care and are encouraged to take appropriate professional qualifications in their areas of service delivery.

For more details of the plans to improve customer services see Section I.

13. DEVELOPMENT OF NEW AFFORDABLE HOMES

The Council would work with South Cambridgeshire Village Homes to promote the development of new affordable housing in villages within South Cambridgeshire.

The Council would commit at least £2 million from the available capital receipt from the sale of homes which would be used alongside other resources, including land transferred to South Cambridgeshire Village Homes and any grant funding made available by the Homes and Communities Agency, for South Cambridgeshire Village Homes to provide new affordable homes.

South Cambridgeshire Village Homes would work in partnership with the Council, housing associations and the Homes and Communities Agency to help secure opportunities to deliver new affordable homes in existing villages.

For more details on the provision of new homes, see Section C.

WHY CAN THE COUNCIL NOT SPEND WHAT IS NEEDED?

	SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL	SOUTH CAMBRIDGESHIRE VILLAGE HOMES
Borrowing	Restricted by Government	Free to borrow so long as

	rules on public expenditure.	the loans can be repaid from rent income.
Income from Right to Buy sales	Can only use 25% of money received as the government takes 75% of sale proceeds.	Could use 100% of its share of income.
Rent	Over 50 pence in each £1 paid in rent goes to the Government to help fund social housing nationally. Last year over £11 million was lost from the District in this way.	Every penny in the pound could be used in running the South Cambridgeshire Village Homes housing service. No money is paid to central Government to fund social housing elsewhere.

HOW IS THE MONEY WORKED OUT?

When a housing transfer takes place, the new housing organisation, in our case, South Cambridgeshire Village Homes would buy the homes from the Council. The price it would pay would take account of:

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

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

WHAT WOULD THE COUNCIL'S HOUSING ROLE BE AFTER TRANSFER?

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

However, the Council would:

- Monitor the performance of South Cambridgeshire Village Homes to ensure it carries out the promises set out in this document. These promises would be the subject of a legally binding contract between the Council and South Cambridgeshire Village Homes.
- Continue to have an interest in South Cambridgeshire Village Homes:

- By filling five places on South Cambridgeshire Village Homes Board of Management.
- District Councillors could raise any queries on behalf of their constituents and receive a prompt response through a protocol with South Cambridgeshire Village Homes.
- As one of three groups with equal shares the Council would be able to vote on any changes to the rules of the association proposed by the Board of South Cambridgeshire Village Homes. As rule changes would require at least a 75% vote in favour to be agreed this would give the Council a "Golden Share" which would enable the Council to prevent any future decision by South Cambridgeshire Villages Homes to merge with any other organisation if the Council considers that it would not be in the best interests of tenants.
- Make sure that South Cambridgeshire Village Homes continues to play its part in letting homes to local people in need for example through participation in the choice based lettings scheme Homelink.
- Retain a legal duty towards the homeless and continue to provide a housing advice and options service.
- Continue to have a strategic housing responsibility, including enabling new affordable homes, across the District.
- Continue to process Housing Benefit applications.
- Continue to provide other non-housing services, such as refuse collection, recycling, environmental health, planning, and so on.

WHAT IS THE TIMETABLE FOR CONSULTATION?

The current plans are:

- **xxxx 2009** - This is the period of formal consultation with you on the proposed transfer (called Stage 1). The Council will take every opportunity to meet you to discuss the proposal. There will be meetings for tenants, home visits by officers, and a short DVD produced by the Council.
- **xxxx 2009** - The Council will consider your comments on the transfer proposal. We will decide whether this proposal needs to be altered before sending out the Stage 2 proposal.
- **xxxx 2009** - The Council would send you a letter called the Stage 2 letter. This would describe what, if any, changes have been made to this proposal and whether the Council has decided to proceed to a ballot. It will also explain your right to make representations to the Secretary of State for Communities and Local Government (CLG).
- **xxxx 2009** - A confidential four week postal ballot would be conducted by an independent organisation. Every secure tenant would have a vote. This means that joint tenants would each have separate ballot papers. Neither the Council nor South Cambridgeshire Village Homes would know which way you have voted. If the ballot result is in favour of

transfer, and the Council agrees to go ahead, we must then ask the Secretary of State to give her consent before the transfer can take place. She would not give consent until South Cambridgeshire Village Homes had achieved registration with the Tenant Services Authority (TSA). If all of this happens, the actual legal transfer of the ownership and management of your home should take place in 2010.

WHAT IS YOUR ROLE IN THIS CONSULTATION?

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

The Council will consider any comments tenants make on its proposal. There is a form to help you make comments attached to the back of this document. Please send your comments in to reach the Council by **xx**.

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

The Council has been working closely with the Transfer Advisory Group (TAG) and Tenant Participation Group (TPG) that includes tenant representatives from the sheltered housing and leaseholder forums and tenants groups and village voices. The TAG has been consulted about every aspect of the Council's proposal and it has acted on behalf of all tenants to influence the details contained in this document.

WHERE CAN YOU GO FOR MORE INFORMATION?

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

- call the Council's Freephone Helpline on 0800 328 5922 or e-mail housingfutures@scambs.gov.uk
- call the Independent Tenants' Adviser, PS Consultants on their Freephone Helpline 0800 085 2207 or email enquiries@psconsultants.org.uk
- There is also a range of other material that you might want to look at. Details are in Section K of this document.

WHO ARE PS CONSULTANTS AND HOW WERE THEY CHOSEN?

PS Consultants is the organisation that provides independent advice and training to tenants. While the Council is paying for the cost of the independent adviser, the decision to appoint PS Consultants was taken by the elected tenant representatives on the Housing Futures Working Group (HFWG) in 2007. The HFWG tenant members interviewed several companies and chose PS Consultants because they thought they would provide you with the best value for money independent advice on the process for considering the future options for the Council's housing stock. Following the Council's decision to develop a housing transfer proposal in consultation with its tenants at the end of January 2008 feedback was sought from tenants actively engaged in the Housing Futures project and, having considered these, the Tenant Participation Group (TPG) agreed to extend the appointment of PS Consultants for the pre ballot phase of the Housing Futures process.

Together with the Transfer Advisory Group (TAG) and the TPG your independent adviser PS Consultants has advised on and approved this proposal for your consideration.

If you are concerned about any aspect of the proposal and want an independent opinion, you should contact PS Consultants either by writing to them at Parkside House, 190-192 Wigan Road, Euxton, Chorley, PR7 6JW or by telephoning them on their 24 hour Freephone Helpline on 0800 085 2207 or email enquiries@psconsultants.org.uk. If you ring outside of office hours (9am to 5pm), please leave a message on their answer phone and they will return your call within one working day. You will not be charged for this service.

WHAT WOULD HAPPEN IF THE TRANSFER DOES NOT GO AHEAD?

If the transfer does not go ahead you would remain a tenant of the Council. We would deliver as good a service as we can, but as things stand we would not have the money to carry out the same level of repairs and improvements as we currently provide or have the money to meet the investment needs of the homes as identified in the stock condition survey carried out in 2006.

The Council is required by the Government to bring all homes up to a set standard of repair and modernisation. This is called the Decent Homes Standard. In addition, tenants have aspirations for amenities well above the Government standard, which we cannot meet.

If the transfer does not go ahead our projections show there would be a short fall in the money available. We would need to look at other changes to the housing so that we only spend the limited monies we would have available.

The Council has looked at a range of other options for its homes already, as well as other possible ways of raising the money needed. There are no other options currently available that can provide the same levels of investment in the homes and the housing service as the proposed housing transfer. If the transfer does not go ahead, the Council would need to review the available options to make best use of the reduced level of resources that would be available.

<p>We have carried out detailed housing options studies in 2005 and 2007. The conclusion of the 2007 options study was that housing transfer is the best option available for raising the money necessary to carry out future improvements and modernisation works required for your homes. This is why the Council is asking you to consider the proposal to transfer.</p>
--

STAYING WITH THE COUNCIL – THE FACTS

From April 2010 the Council expects to have to reduce its spending on improvements to homes by £3.9 million from £6.9 million a year to around £3 million a year.

From April 2012 the Council expects to have to reduce its day to day spending on housing services by up to £900,000 a year.

This means the Council would have to look at most of the following changes:

- ◆ Increasing service charges and charging tenants for some repairs, strictly enforcing their current tenancy agreements
- ◆ Prioritising basic repairs such as those to do with health and safety, with other repairs having extended completion times.
- ◆ Ending the assisted gardening and internal decoration schemes.
- ◆ Reductions in the grass cutting, external decoration and grounds maintenance services.
- ◆ Further reductions in the sheltered housing service such as reduced on site staff presence.
- ◆ Reducing the programme of major improvements by **over half** through:
 - Kitchen and bathroom refurbishments cut by 50%
 - Full refurbishments cut by 56%
 - New heating installations cut by 44%
 - Disabled adaptations cut by 66%
 - Re-roofing cut by 56%
 - Rewiring cut by 60%
- ◆ Risk losing the Council's in house repairs team, the Direct Labour Organisation (DLO), by putting the work out to tender to private contractors.
- ◆ Reducing the resources to deal with anti-social behaviour and tenant participation.
- ◆ Ending the major repairs programme for non-traditionally built homes.

The scale of the service cuts required could not be achieved without a reduction in staffing levels within the housing service.

SECTION C: INCREASED INVESTMENT IN HOMES AND PROVIDING NEW AFFORDABLE HOMES

What is in this part of the document?

- HOW DOES THE COUNCIL KNOW WHAT NEEDS TO BE DONE?
- WHAT DID THE INDEPENDENT SURVEY SHOW?
- WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES' INVESTMENT PLANS?
- WOULD YOU BE CONSULTED ABOUT THE WORKS?
- DO YOU HAVE TO HAVE THE WORK DONE?
- WOULD YOU PAY EXTRA FOR THESE IMPROVEMENT WORKS?
- WOULD YOU HAVE TO MOVE OUT WHILE WORKS ARE CARRIED OUT?
- WOULD YOU HAVE THE RIGHT TO DO YOUR OWN IMPROVEMENTS?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAINTAIN HOMES PROPERLY IN THE FUTURE?
- WHAT WOULD HAPPEN ABOUT DAY-TO-DAY REPAIRS?
- WHAT ABOUT COMMUNITY SAFETY, NEIGHBOURHOOD AND ENVIRONMENTAL WORKS?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES BUILD NEW AFFORDABLE HOMES?

HOW DOES THE COUNCIL KNOW WHAT NEEDS TO BE DONE?

The Council had an independent and detailed stock condition survey carried out by Savills on its housing which was completed in November 2006. We also asked tenants about their priorities for improvements.

The independent survey showed that your homes need significant investment over the coming years.

WHAT DID THE INDEPENDENT SURVEY SHOW?

The results of the survey show that a total of £229 million needs to be spent on your homes over the next thirty years. Of this sum, £45 million needs to be spent in the first five years. This is on top of the cost of day-to-day, empty properties, and cyclical repairs.

South Cambridgeshire Village Homes plans to spend around £55 million on major works and improvements in the first 5 years and around £11m in each following year.

In contrast, the Council anticipates that we would have about £15 million to spend in the first 5 years, and £3 million in each following year, excluding the cost of day-to-day, empty properties, and cyclical repairs, although this funding cannot be guaranteed.

WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES ' INVESTMENT PLANS?

South Cambridgeshire Village Homes would have an extensive programme of major works and improvements and would aim to ensure that within the first 5 years all homes that need them get:

- Full fuel efficient gas and oil central heating with modern condensing boilers and energy saving controls.
- Modern energy efficient slim-line electric storage heating (where mains gas is not available).
- Loft insulation top ups and cavity fill insulation where possible.
- External insulation cladding to properties with solid walls.
- Modern kitchens and bathrooms, with new units which would be suitably arranged to suit tenant preferences where possible. Showers to be installed as standard over the bath and walk in showers for less mobile tenants installed where appropriate. Choices of colour and design of kitchens units, floor colouring, tiles and decorations.
- UPVC double glazed lockable window upgrades.

South Cambridgeshire Village Homes would also have planned programmes for:

- Full refurbishments of non-traditionally built homes.
- New modern timber external doors that have built in security features - "secure by design" in a range of colours and styles.
- Extensive disabled aids and adaptations.
- Installation of walk-in showers for less mobile tenants where appropriate.
- Where possible improving parking facilities and providing hard-standings.
- An extensive package of security measures including new or upgraded door entry systems for communal door entry schemes, improved security locks and lighting.
- Garage sites to be refurbished or redeveloped as appropriate.
- Fitting hard-wired smoke detectors and carbon monoxide detectors where feasible when a property is rewired.

More energy efficient homes

South Cambridgeshire Village Homes would also invest in making homes more energy efficient to and help tackle fuel poverty by:

- Installing full fuel efficient central heating where possible with a package of insulation measures to help to keep fuel bills down. For example, this could include the replacement of electric storage heaters where required.
- Up to £8 million would be available to be invested over the first five years in central heating installations.
- Up to £750,000 would be available to be invested over the first five years in insulation measures.
- A programme of renewable energy installations, including solar panels, to help tackle fuel poverty. Up to £750,000 would be available to be invested in a programme to provide around 300 installations in the first five years.
- Ensure that older, disabled and other vulnerable households are prioritised for new or upgraded central heating within planned programmes or through the disabled adaptations budget to ensure flexible and responsive options to provide affordable warmth.
- Working in partnership with energy suppliers to make homes more energy efficient through maximising take-up of available initiatives and government grants.

South Cambridgeshire Village Homes would also:

- Be environmentally aware in the way that it would work, and would carry out environmental impact assessments of all planned major works.
- Upon completion of works provide a copy of Energy Performance Certificates (EPC) to tenants that would show how well their home rates in terms of energy efficiency.

South Cambridgeshire Village Homes would have a programme of planned replacements and cyclical work, for example external painting aimed for every five years, and it could also make sure that kitchens are replaced around every 20 years and bathrooms are replaced around every 25 years as they reach the end of their useful lives.

It is anticipated that around £323 million would be spent on modernising and maintaining the homes over the coming 30 years which is considerably more than the Council believes it could spend with the resources it expects to have available.

WOULD YOU BE CONSULTED ABOUT THE WORKS?

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

DO YOU HAVE TO HAVE THE WORK DONE?

No. Works would only be carried out to your home if you wished for them to be done, unless there are health and safety issues involved, such as gas servicing. Remember you could have as much or as little of what is on offer – it is your choice.

WOULD YOU PAY EXTRA FOR THESE IMPROVEMENT WORKS?

No. There would be no additional charges for the improvement works over and above the usual annual rent increase (as explained in Section D).

WOULD YOU HAVE TO MOVE OUT WHILE WORKS ARE CARRIED OUT?

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

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

WOULD YOU HAVE THE RIGHT TO DO YOUR OWN IMPROVEMENTS?

Yes. You would still be able to improve your home, as long as you have the prior permission of South Cambridgeshire Village Homes (and any planning or other consents you may need). If you do improve your home within the terms of your tenancy agreement, this would not affect the level of rent you pay and you may be entitled to compensation if you end your tenancy.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAINTAIN HOMES PROPERLY IN THE FUTURE?

Yes. One of the aims of the transfer proposal is to make sure that the homes are properly maintained and that there is enough money in the future to maintain the homes to a good standard. South Cambridgeshire Village Homes would have the money needed to make sure that items in your home, for example, central heating boilers, were replaced when they had reached the end of their useful life.

WHAT WOULD HAPPEN ABOUT DAY-TO-DAY REPAIRS?

South Cambridgeshire Village Homes would develop its own in-house repairs service to provide the day-to-day responsive repairs service for all of its homes and would aim to improve upon the existing service. For more information on how South Cambridgeshire Village Homes intends to achieve this, please see Section I.

TARGETS FOR DAY TO DAY REPAIRS	
With South Cambridgeshire District Council	With South Cambridgeshire Village Homes
Emergency Repairs - Make safe within 24 hours	Emergency Repairs – attend within 2 hours to make safe and complete essential repairs

	within 24 hours where possible
Urgent Repairs - Attend and complete works within 10 working days	Urgent Repairs – attend and complete works within 5 working days
Routine Repairs - 23 working days to complete works	Routine Repairs – 20 working days to complete works

WHAT ABOUT COMMUNITY SAFETY, NEIGHBOURHOOD AND ENVIRONMENTAL WORKS?

In addition to the works described above, South Cambridgeshire Village Homes would also have more funds available to plan extensive programmes of major works and improvements to local neighbourhoods and external areas. Fencing programmes, improved lighting, car parking and environmental works could be carried out following consultation with tenants. South Cambridgeshire Village Homes would plan to invest up to £3 million in such works during the first 5 years following transfer.

South Cambridgeshire Village Homes would invest up to £375,000 – around £75,000 each year over the first five years from the environmental improvements budget in grounds maintenance work to improve the quality of the service and provide a more comprehensive programme to manage trees including, hedges and shrubs and deal with nuisances such as crab apple trees. All grass cutting areas would be reviewed to ensure that a quality service is being provided to residents and also to ensure that appropriate account is taken of the wildlife and the overall environmental impact of the work.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES BUILD NEW AFFORDABLE HOMES?

All the proposals described so far apply to the improvement of existing homes. We know that there is a high and continuing demand for affordable family homes in South Cambridgeshire and that many tenants with children are anxious to know that affordable homes would be available for future generations. We also need smaller homes for newly forming households, including young single people as well as older people and properties for disabled people. The Council has only been able to build a limited number of new homes over the last 10 years and none at all in more recent years.

For the first few years after transfer the priority would be to meet the investment promises for existing homes. South Cambridgeshire Village Homes would, however, look at the possibilities for providing new homes for rent and low cost home ownership in villages in South Cambridgeshire to meet local needs and would plan to set aside money over the first five years to provide new affordable homes. South Cambridgeshire Village Homes would work in partnership with other housing associations to bring forward schemes and secure access to grant funding from the Homes and Communities Agency to increase the number of new affordable homes in villages within the district.

The Council would commit at least £2 million from the available capital receipt from the sale of homes which would be used alongside other resources, including land transferred to South Cambridgeshire Village Homes and any grant funding made available by the Homes

and Communities Agency, for South Cambridgeshire Village Homes to provide new affordable homes.

South Cambridgeshire Village Homes would work in partnership with the Council, housing associations and the Homes and Communities Agency to help secure opportunities to deliver new affordable homes in existing villages.

The Council would work in partnership with South Cambridgeshire Village Homes and other housing association partners to develop affordable homes to meet housing needs within South Cambridgeshire. The Council would consider how best to use any other money available from the capital receipt from the sales of homes to South Cambridgeshire Village Homes to support local priorities based on what residents have said are important to them as set out in the South Cambridgeshire Sustainable Community Strategy.

SECTION D: AFFORDABLE RENTS AND SERVICE CHARGES

What is in this part of the document?

- WHAT WOULD HAPPEN TO RENTS?
- WHAT DOES THIS MEAN IN REAL MONEY?
- WHAT WOULD HAPPEN TO SERVICE CHARGES?
- WHAT RENTS WOULD NEW TENANTS PAY?
- WHAT METHODS COULD YOU USE TO PAY YOUR RENT?
- WHAT ABOUT HOUSING BENEFIT?
- WHAT ABOUT RENT ARREARS?

WHAT WOULD HAPPEN TO RENTS?

At the time of transfer, each tenant would pay the same rent to South Cambridgeshire Village Homes as they were paying to the Council. As with the Council, the first rent increase would be due in April 20xx.

In 2001 the Government introduced a new system for rents which was intended to ensure that housing association (like South Cambridgeshire Village Homes) and council rents are the same for similar properties in similar locations.

As part of this current policy, the Government has developed a formula for working out the rent levels (called a target rent) for each type of property, which reflects its location, value, number of bedrooms and the level of average manual workers' earnings in the county compared to national earnings. This formula, which currently forms the basis for the rent increases set by the Council, would be used by South Cambridgeshire Village Homes to calculate target rents and, over the next few years, rents of all properties would move from your current weekly rent to this target rent.

Remember this target rent applies nationally to council and housing association landlord properties and the Council has been using this formula and Government guidelines on rent increases since April 2002. All of this means that with or without transfer, on average, rents would increase by inflation plus 0.5% each year until target rents are reached, with an appropriate annual adjustment (up to £2.00 on the weekly rent) until the target rent has been reached. After that, current Government policy states that rents should rise only by the rate of inflation plus 0.5% (half of one per cent) a year.

WHAT DOES THIS MEAN IN REAL MONEY?

For example, if inflation is 2.5% the increased rent that you could expect to pay for a home with a weekly rent of £50.00 would be £51.50. That increase would be adjusted by up to

£2.00 if you are not at the target rent for your home. This is in line with the amount the Council would charge.

In line with current Government guidelines, South Cambridgeshire Village Homes' financial plans are based on limiting annual rent increases (after the target rent is reached) to inflation plus 0.5% a year. The business plan also allows for the improvements to tenants' homes and an improved housing service to tenants as explained in this document.

South Cambridgeshire Village Homes would be committed to keeping rents affordable and the government regulator the Tenant Services Authority has powers to ensure that they do this.

There are three important points to remember:

- Whether or not tenants vote for transfer, rents would change in line with the Government's policy. This policy means that once target rents are reached, you would be paying a similar rent for your home whether it is owned by the Council or by South Cambridgeshire Village Homes. Under this policy, weekly rents would increase each year by a maximum of inflation plus 0.5% plus an adjustment of no more than £2.00 until target rents are reached. After target rents are reached, the current policy limits rent increases each year to inflation plus 0.5%.
- This rent policy almost completely removes the difference in rents between modernised and un-modernised homes and it will result in the rents of un-modernised homes increasing over a number of years to close to those for modernised homes whether improvements have been carried out or not. It is therefore in tenants' interests for un-improved homes to be improved as quickly as possible as improvements have a limited impact on rents.
- South Cambridgeshire Village Homes plans to invest around £72 million in homes over the first 5 years after transfer. Even though the Council's rents would be similar, projections show that it would only be able to invest about £27 million over the same 5 year period. This is because the Council operates by different financial rules and currently has to give back to the Government over 50p in the £1 of all rent collected

WHAT WOULD HAPPEN TO SERVICE CHARGES

Service charges cover the cost of providing day-to-day services, certain routine works to the communal areas of sheltered housing schemes, repairs and some cleaning to blocks of flats, communal rooms in sheltered housing schemes, communal lighting, garden maintenance, and sheltered housing and other management costs. Service charges relate to actual costs; there can be no element of profit built in.

The Council separates certain service charges out from the rent and these charges are shown individually on your rent increase notifications. Both the Council and South Cambridgeshire Village Homes would only be able to charge tenants the actual cost of providing these services. Neither organisation are allowed to make profit.

South Cambridgeshire Village Homes would consult the tenants affected before introducing any new service charges just like the Council would have to. If a new service was introduced, and tenants were charged for it, again the charge would only be the actual cost of providing the service, there would be no profit element.

The transfer would not affect your entitlement to claim help for support charges through Supporting People. This support funding would be paid direct to South Cambridgeshire Village Homes on your behalf.

WHAT RENTS WOULD NEW TENANTS PAY?

South Cambridgeshire Village Homes would charge new tenants (people who move into a home for the first time after the date of transfer) the target rent for their home from the start of their tenancy, plus any relevant service charges that may be applicable.

WHAT METHODS COULD YOU USE TO PAY YOUR RENT?

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

- Cheque
- Standing order
- Direct debit
- Payment at Post Offices
- Payment by cash at a locally accessible offices

South Cambridgeshire Village Homes would keep these methods under review and also look to introduce alternative options which could include website payments and payments by text when these are appropriate. South Cambridgeshire Village Homes would regularly review methods of payment to ensure that tenants could easily access all options.

WHAT ABOUT HOUSING BENEFIT?

The transfer would not affect your entitlement to claim Housing Benefit. Applications for Housing Benefit would still be made to the Council, and the Council would make payments for those who qualify. Housing Benefit advice and assistance would continue to be available from both South Cambridgeshire Village Homes and the Council. South Cambridgeshire Village Homes would seek to ensure that tenants are advised of their entitlement to welfare benefits to ensure that their income is maximised.

WHAT ABOUT RENT ARREARS?

South Cambridgeshire Village Homes realises that some tenants do sometimes have financial difficulties through no fault of their own.

South Cambridgeshire Village Homes would contact any tenants who fall behind with their rent. They would work with the tenants to find a way for rent arrears to be paid over a mutually agreed period of time. As a responsible social landlord, South Cambridgeshire Village Homes would, similarly to the Council adopt a 'firm, but fair' policy towards rent arrears.

South Cambridgeshire Village Homes would enable access to tenancy support, advice on benefits, fuel poverty and budgeting and would also work with support and advocacy services to ensure that tenants who may be vulnerable because of their age, mental health

problems, learning or language difficulties are able to get the information they need in a way they can understand. South Cambridgeshire Village Homes would also signpost tenants to organisations that can provide specialist debt advice and assistance such as National Debtline or the Citizens Advice Bureau.

As a last resort, South Cambridgeshire Village Homes, like the Council, could take court action to end a tenancy. This would only be done when a tenant has persistently ignored an agreement to pay off arrears without any good reason.

If the transfer goes ahead, any tenant who owes rent to the Council would then owe that rent to South Cambridgeshire Village Homes.

SECTION E: MAKING COMUNITIES BETTER PLACES TO LIVE

- HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAKE HOMES AND COMMUNITIES MORE SECURE?
- WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES' PLANS FOR WORKS TO THE ENVIRONMENT?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES DO ANY COMMUNITY WORK?
- HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES DEAL WITH ANTI-SOCIAL BEHAVIOUR?
- HOW WOULD HOMES BE LET TO NEW TENANTS?
- NEW HANDYPERSON SERVICE

HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAKE HOMES AND COMMUNITIES MORE SECURE?

South Cambridgeshire Village Homes would carry out works and improvements to improve security including:

- Fit new timber external doors with built in security features - "secure by design" such as spy holes and door chains.
- A programme of up to 120 new electrical door entry systems over the first five years.
- Offer an outside security light for homes that are to be rewired.
- Have dedicated housing officers who would work in local community areas, tackling the issues that would improve the quality of life in your neighbourhood.
- When undertaking re-wiring works, fit hard wired carbon monoxide and smoke detectors where feasible and needed.

South Cambridgeshire Village Homes would also have a budget of up to £3 million over the first five years after transfer to carry out environmental improvements. South Cambridgeshire Village Homes would work with the Council, police, Parish Councils and potentially local businesses to help reduce vandalism and crime in villages and could make monies available from the environmental improvements budget to support local initiatives.

Garages and garage areas are also a cause for concern among tenants and South Cambridgeshire Village Homes would review all garage areas and would plan to refurbish or redevelop each site, as appropriate and where possible. A budget of up to £250,000 - around £50,000 a year for the first five years would be set aside for this purpose.

WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES' PLANS FOR WORKS TO THE ENVIRONMENT?

South Cambridgeshire Village Homes would have a budget of up to £3 million over the first five years after transfer to carry out environmental improvements. This would include a "Tenants Community Chest" of up to £250,000 – around £50,000 each year over the first five years that would be available for tenant groups to bid for funding for improvements to their neighbourhoods. Individual tenants and tenants' groups, as appropriate, would be fully consulted and involved in developing proposals for a particular locality. Similarly tenant groups and individual tenants would be involved in developing any new village services that may be identified as necessary in a particular area, within the resources available.

Tenants would be consulted about the grass cutting and grounds maintenance services. South Cambridgeshire Village Homes would then look at the suggestions from tenants and options for improving these and making our villages environmentally friendly, attractive places to live.

South Cambridgeshire Village Homes would invest up to £375,000 – around £75,000 each year over the first five years from the environmental improvements budget in grounds maintenance work to improve the quality of the service and provide a more comprehensive programme to manage trees including, hedges and shrubs and deal with nuisances such as crab apple trees. All grass cutting areas would be reviewed to ensure that a quality service is being provided to residents and also to ensure that appropriate account is taken the wildlife and the overall environmental impact of the work.

South Cambridgeshire Village Homes would be environmentally aware in the way that it would work, and would carry out environmental impact assessments of all planned major works.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES DO ANY COMMUNITY WORK?

Yes. South Cambridgeshire Village Homes would work closely with residents and public bodies like social services, education, the police, the Primary Care Trust, GPs, County, District and Parish Councils, voluntary agencies and local businesses to help local communities tackle problems and improve the quality of life in villages. South Cambridgeshire Village Homes would also work in partnership with others, including the employment service, to tackle social exclusion and support local initiatives. South Cambridgeshire Village Homes would help tenants improve the quality of life in villages, for example by tackling neighbour nuisance or enabling access to advice and assistance with benefit claims.

South Cambridgeshire Village Homes would look at local community support initiatives in consultation with residents, parish councils, partner agencies, voluntary and community-based groups including:

- Help young people starting up their first home including advice on budgeting and dealing with the responsibilities of managing a home.

- Set up a Village Fund of up to £500,000 – around £100,000 each year over the first five years to enable offers of some support services to older and disabled people within villages, for example to help provide new community transport schemes, or help fund new community projects or facilities that would benefit younger people and families.

South Cambridgeshire Village Homes would tackle fuel poverty by helping tenants get advice about managing their budgets and information on the costs of fuel from different energy suppliers.

HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES DEAL WITH ANTI-SOCIAL BEHAVIOUR?

South Cambridgeshire Village Homes wants tenants to be able to enjoy their homes and neighbourhoods without fear of anti-social behaviour and would make a commitment to tackle the problems within our local communities.

South Cambridgeshire Village Homes would have a dedicated specialist trained officer to help tackle anti-social behaviour more efficiently and effectively. This would be achieved by working with tenants and partner agencies to provide local and responsive services. South Cambridgeshire Village Homes' approach would be to work to prevent nuisance and anti-social behaviour, but take firm action in partnership where problems do occur.

South Cambridgeshire Village Homes would take decisive action to tackle anti-social behaviour, nuisance and harassment including racial harassment and hate crime. South Cambridgeshire Village Homes would work closely with tenants and other agencies to develop policies tailored to the needs of individual villages.

South Cambridgeshire Village Homes' policy would be able to use the full range of remedies available, including, mediation, injunctions, professional witnesses, acceptable behaviour contracts, anti-social behaviour orders (in consultation with the Council and police) and where all else fails, possession action and eviction.

South Cambridgeshire Village Homes would:

- Make tackling anti-social behaviour a priority. South Cambridgeshire Village Homes would liaise with the police, District and Parish Councils to improve procedures and discuss where to invest resources to tackle hot spots of anti-social behaviour in villages.
- Be better resourced to take prompt and decisive action against perpetrators.
- Work with partner agencies to try and wipe out hate crime and support tenants to ensure they feel safe in reporting instances of anti-social behaviour.
- Work with individual tenants and other residents and agencies to identify and help fund local solutions to local problems such as environmental improvements.
- Use specialist equipment, such as noise monitoring and CCTV when appropriate, to help collate evidence on anti-social behaviour.

- Make sure that tenant responsibilities are set out clearly in the tenancy agreement and that new tenants have these fully explained to them before they move in.
- Encourage reporting of anti-social behaviour in confidence, with full support for victims and complainants.
- Take early and firm action against perpetrators of any forms of anti-social behaviour with clear and proportionate procedures that are widely publicised and reviewed with tenants.
- Provide access to independent mediation and support in appropriate cases.

HOW WOULD HOMES BE LET TO NEW TENANTS?

South Cambridgeshire Village Homes would let homes in a similar way to the Council. Homes would only be let to people in housing need and South Cambridgeshire Village Homes would help the Council to house those in greatest need whilst taking account of local lettings agreements. South Cambridgeshire Village Homes would participate in the Choice Based Lettings scheme, Home-Link.

As with the Council, South Cambridgeshire Village Homes would operate a tenants' transfer incentive policy so that tenants who wish to move to a smaller property are entitled to a transfer incentive payment.

NEW HANDYPERSON SERVICE

Many older and disabled tenants have said they would like help with small jobs around the home. South Cambridgeshire Village Homes would be committed to improving services and would develop a handy person service within 12 months of transfer.

Such a service could perform many roles:

- speedier repairs that would usually be the responsibility of the Council's Property Services Team.
- to do small routine or urgent repairs such as, responding to minor blockages of a sink, bath or toilet and minor joinery repairs, inside and outside of the home.
- odd jobs that are usually the responsibility of tenants to carry out themselves.
- minor grounds maintenance and clearance (rubbish removal) works
- communal area cleaning and minor redecoration works

A Handyperson service would be able to do small tasks, such as putting up curtains, adjusting or re-hanging doors, fitting door chains, putting up a washing line. These jobs would be those for which tenants are normally responsible but there would be no charge for older and disabled tenants for this new service.

South Cambridgeshire Village Homes would consult tenants on the introduction of a Handyperson service – it would work with tenants in order to clarify the sorts of jobs that a

Handyperson service could offer and details of the types of jobs that could be carried out would be widely publicised in a variety of ways so that it would be clear what would be available.

SECTION F: MORE OPPORTUNITIES FOR TENANTS TO GET INVOLVED

What is in this part of the document?

- SOUTH CAMBRIDGESHIRE VILLAGE HOMES AND TENANT PARTICIPATION
- WHAT IS THE TENANT PARTICIPATION AGREEMENT?
- HOW COULD TENANTS GET INVOLVED IN SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- HOW COULD YOU BECOME A BOARD MEMBER?
- HOW COULD YOU BECOME A MEMBER OF SOUTH CAMBRIDGESHIRE VILLAGE HOMES AND WHAT DOES THAT MEAN?
- TENANT MANAGEMENT AND CONTROL
- HOW COULD TENANTS BE INVOLVED IN MONITORING THE QUALITY OF SERVICE?

SOUTH CAMBRIDGESHIRE VILLAGE HOMES AND TENANT PARTICIPATION

South Cambridgeshire Village Homes sees tenant involvement as an important and integral part of high quality service delivery. Its policy would be to take decisions at a local level, involving local people wherever appropriate. It would have a Resident Involvement Policy, follow national good practice guidelines on tenant participation and adopt and develop the Council's existing Tenant Participation Agreement.

South Cambridgeshire Village Homes would:

- Have a dedicated team of two officers to support the tenant participation activities and development of more opportunities for tenants to get involved.
- Develop a customer-focused approach to participation and remove barriers that prevent involvement.
- Listen to tenants and involve tenant representatives in all aspects of the service from development to delivery, monitoring and review.
- Provide a range of opportunities for tenant involvement in the design and delivery of housing services so people can participate in whatever way they wish and at a level that meets their requirements.
- Further develop opportunities for tenants to become involved in the management of their homes. It would work with tenant groups and sympathetically consider proposals for the development of new ones.

- Look at developing new ways to involve and communicate with tenants e.g. using the internet, regular newsletters and special interest groups.
- Provide appropriate training and facilities to support tenants for example an equipped office space with computers, printers and administrative support.

Tenants of South Cambridgeshire Village Homes would be able to:

- Influence key decisions about the housing service, by having 5 out of the fifteen places on the Board of Management for tenants.
- Influence contract specifications and be involved in contractor selection for repair and improvement works.
- Monitor contractor performance and attend contract meetings.
- Take part in quality assurance initiatives such as mystery shopping.
- Participate in the review of the policies and procedures of South Cambridgeshire Village Homes.
- Help set up their own website and get involved in the design and content of tenant publications including newsletters.

In support of its commitment to tenant participation, South Cambridgeshire Village Homes would employ staff to support tenants and encourage tenant participation. Staff would support tenants to audit policies and procedures and to make recommendations to improve services.

Staff would support tenants in order to help them access the 'Tenants Community Chest' of up to £250,000 - around £50,000 each year over the first five years for specific projects to improve local areas or facilities and/or provide a solution to issues that have been identified with the involvement of tenants.

Tenants would be supported by South Cambridgeshire Village Homes to assess value for money of the services provided and recommend where quality could be improved.

WHAT IS THE TENANT PARTICIPATION AGREEMENT?

The Tenant Participation Agreement is an agreement that was negotiated between tenant and residents' groups and the Council.

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

South Cambridgeshire Village Homes would use the Agreement as a statement of the standards it would achieve. If transfer takes place the Agreement would be reviewed and updated over time to ensure that it complies with Government legislation and emerging good practice.

HOW COULD TENANTS GET INVOLVED IN SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

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

- receiving regular information
- joining a local residents' group
- becoming a Village Voice
- being a tenant representative on a panel that monitors contracts, reviews policies and procedures
- joining the Sheltered Housing or Leaseholder Forums
- taking part in mystery shopping exercises
- completing customer satisfaction surveys
- monitoring performance against service standards and delivery of the transfer promises.
- applying to become a General Member of South Cambridgeshire Village Homes
- applying to become a Board Member of South Cambridgeshire Village Homes

Regular information

South Cambridgeshire Village Homes understands that for tenants to play a full part, they need information about what's going on and about the performance of the housing service. South Cambridgeshire Village Homes would therefore distribute information to all tenants on a regular basis. This would include a quarterly tenants' newsletter, as well as a report giving performance statistics at least once a year. South Cambridgeshire Village Homes would also publish details of its annual accounts so that tenants could see these figures.

South Cambridgeshire Village Homes would also look at new ways of getting information to tenants, for example via the internet or with text messages.

Local Tenants' and Residents' Groups

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

The Tenant Participation Group (TPG)

Council tenant representatives have come together to form the Tenant Participation Group which acts as an umbrella group for Council tenants and leaseholders. South Cambridgeshire Village Homes would recognise the Tenant Participation Group as an

important part of its consultation arrangements. South Cambridgeshire Village Homes would actively support the Tenant Participation Group by providing a specific budget and facilities to support its activities. The facilities to support tenants would include an equipped office space with computers, printers and administrative support. Access to regional and national resources and networking opportunities specifically designed for tenants would also be available as would training and development and capacity building packages.

HOW COULD YOU BECOME A BOARD MEMBER?

The Board Members sitting on South Cambridgeshire Village Homes' Board of Management would make decisions about the policy and direction of South Cambridgeshire Village Homes.

Five out of the fifteen places on the Board would be held by tenants. As a Board Member, you would need to attend Board Meetings and would be responsible, with the rest of the Board, for making decisions about services and major works.

Future tenant Board Members would be elected and would serve for up to three years before the next round of elections (re-election of existing Board Members would be possible so Board Members could stand again after their initial term). The Board would consult tenants as to the arrangements for such elections, whether on a geographical or other basis.

HOW COULD YOU BECOME A MEMBER OF SOUTH CAMBRIDGESHIRE VILLAGE HOMES AND WHAT DOES THAT MEAN?

Although the Board Members of South Cambridgeshire Village Homes would make the strategic and policy decisions, some major Board proposals such as a change to the constitution governing how South Cambridgeshire Village Homes would operate would have to be agreed by the General Members of South Cambridgeshire Village Homes.

All tenants would be able to apply to become a General Member of South Cambridgeshire Village Homes by completing a simple application form and payment of a nominal £1.

A vote to pass a change to the rules, for example to form a new or join an existing group of housing associations, could only be passed if more than three quarters of those voting were in favour of the change. Tenants would hold one third of the vote, the Council one third, and the independents one third. This means that any one group (where all the members of the group voted together) could block such a change if it wanted to.

Being a General Member of South Cambridgeshire Village Homes would also mean that you could attend and vote at the Annual General Meeting. The types of issues that would be considered at an Annual General Meeting are:

- South Cambridgeshire Village Homes' accounts for the previous financial year
- the appointment of the auditors for South Cambridgeshire Village Homes
- the appointment of independent Board members.

TENANT MANAGEMENT AND CONTROL

After transfer you would no longer have a Right to Manage as set down by legislation. South Cambridgeshire Village Homes' would consider any new proposals from tenants to set up a Tenant Management Organisation.

The Right to Manage set down by legislation for council tenants is funded by Communities and Local Government (CLG). This funding would not be available to new Tenant Management Organisations after transfer. South Cambridgeshire Village Homes would seek funding from the Tenant Services Authority, but such funding cannot be guaranteed.

HOW COULD TENANTS BE INVOLVED IN MONITORING THE QUALITY OF SERVICE?

South Cambridgeshire Village Homes would carry out a range of mystery shopping and customer satisfaction surveys on a regular basis to make sure that the service is meeting your needs. It would act on the results of these surveys to improve and develop services. This would be part of a regular review in line with the Tenant Participation Agreement to update and improve policies and services.

South Cambridgeshire Village Homes would work with the Tenants Participation Group to become involved in monitoring its performance and would support the Tenant Participation Group to develop a range of Quality monitoring initiatives such as Tenant Auditors to audit the policies and procedures of South Cambridgeshire Village Homes.

SECTION G: YOUR RIGHTS ASSURED INTO THE FUTURE

- HOW WOULD TENANTS' RIGHTS BE AFFECTED IF THE TRANSFER GOES AHEAD?
- WHAT RIGHTS WOULD TENANTS LOSE?
- HOW WOULD TENANTS' RIGHTS BE PROTECTED?
- WOULD TENANTS STILL BE ENTITLED TO BUY THEIR HOMES?
- WHAT HAPPENS TO DISCOUNTS?
- WHAT IS THE MAXIMUM DISCOUNT AND COST FLOOR?
- WHAT IS THE RIGHT TO ACQUIRE?
- WOULD TENANTS STILL BE ABLE TO PASS ON THEIR HOMES?
- WHAT ABOUT TRANSFERS OR EXCHANGES?
- WOULD TENANTS STILL BE ABLE TO SUBLET?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES HAVE MORE RIGHTS TO OBTAIN POSSESSION OF TENANTS' HOMES?
- WOULD TENANTS STILL HAVE A RIGHT TO HAVE REPAIRS CARRIED OUT?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES CONSULT TENANTS IN THE SAME WAY AS THE COUNCIL?
- WHAT ABOUT NEW TENANTS COMING IN AFTER TRANSFER?

HOW WOULD TENANTS' RIGHTS BE AFFECTED IF THE TRANSFER GOES AHEAD?

Most Council tenants are secure tenants. With South Cambridgeshire Village Homes you would become an assured tenant.

The main difference is that as a secure council tenant the rights you now enjoy are set down in law by Acts of Parliament. As an assured tenant of South Cambridgeshire Village Homes, your rights would be covered partly by Acts of Parliament and partly by a legally binding contract (your tenancy agreement) between you and South Cambridgeshire Village Homes.

South Cambridgeshire Village Homes has agreed to match the key rights of your existing Council tenancy contractually with one exception, the Right to Manage, as explained below, as the rights of a tenant with a standard assured tenancy agreement are less than for a council secure tenant. This extension of rights would be set out in your new tenancy agreement (see Section O) and not imposed by Acts of Parliament.

The table below compares the rights that secure tenants have now with the Council with those that you would have as an assured tenant with South Cambridgeshire Village Homes if the transfer goes ahead.

YOUR RIGHTS	WITH THE COUNCIL	WITH SOUTH CAMBRIDGESHIRE VILLAGE HOMES
The Right to Buy your home with a discount	Yes	Yes (called the Preserved Right to Buy)
The Right of Succession (the ability to pass on your home)	Yes	Yes
Extra Right of Succession	No	Yes
The Right to Transfer and Exchange	Yes	Yes
The Right to Sub-let or take in lodgers	Yes	Yes
The Right to Repair	Yes	Yes
The Right to carry out Improvements and receive compensation	Yes	Yes
The Right to be Consulted	Yes	Yes
The Right to Information	Yes	Yes
The Right to Manage	Yes	No
The Right not to have your tenancy agreement changed (except for rent and service charges) without your individual consent	No	Yes
The Right to Acquire (see details set out later in this section)	No	Yes, unless exempt (see details set out later in this section)

WHAT RIGHTS WOULD TENANTS LOSE?

You would lose one right because South Cambridgeshire Village Homes is not able to offer it within the tenancy agreement.

The statutory **Right to Manage** (which allows tenants to set up a Tenant Management Organisation - subject to certain rules) does not apply to Assured Tenants of housing associations. However, South Cambridgeshire Village Homes would have a policy of supporting tenant groups to a level they are happy with (See Section F for more information).

HOW WOULD TENANTS' RIGHTS BE PROTECTED?

If the transfer takes place, transferring tenants would be asked to sign a new tenancy agreement (See Section L). Once you and South Cambridgeshire Village Homes sign the tenancy agreement, except for changes in the amounts charged for rents, service charges, support or Supporting People charges, or where permitted under future legislation, these tenancy conditions may be altered only if both you and South Cambridgeshire Village Homes agree in writing.

WOULD TENANTS STILL BE ABLE TO BUY THEIR HOMES?

Yes. If you have the Right to Buy your home from the Council, you would continue to have the Preserved Right to Buy with South Cambridgeshire Village Homes.

This right remains with you or any member of your family who succeeds you (takes over your tenancy) even if you later move to another home which is owned by South Cambridgeshire Village Homes.

Some properties, like sheltered housing or disabled bungalows are exempt from the Right to Buy and the Preserved Right to Buy.

If you do have the Preserved Right to Buy and later move to a Council home in another area, you would still have a right to buy and any discounts would include time as a tenant of South Cambridgeshire Village Homes. You would not take the right with you if you moved to another housing association.

If you buy a flat, then as a leaseholder in the future you would lose the right to have a loan from the Council to cover service charges. Such a loan is only available to leaseholders purchasing under the right to buy, and not the preserved right to buy.

WHAT HAPPENS TO DISCOUNTS?

Any discount you have built up would transfer with you and would continue to increase while you are a tenant of South Cambridgeshire Village Homes.

WHAT IS THE MAXIMUM DISCOUNT AND COST FLOOR?

Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a set formula. The purchase price is determined by the market value of the property less your discount (based on years as a Council or registered social landlord tenant). With the Council the maximum discount is currently £34,000. The same limit would apply if you transfer to South Cambridgeshire Village Homes and use your Preserved Right to Buy in the future. You would be affected in the same way, whether the transfer takes place or not.

This is subject, however, to something called the **cost floor**. The cost floor is the minimum price that you could pay for your home even if your discount would take the price below this amount.

The cost floor is the total of the amount spent by your landlord on buying, improving or building your home and includes repair and maintenance costs where these are above £5,500.

The cost floor is most relevant where a landlord has recently spent large amounts of money buying, building or improving the property or where large amounts of money have been spent on repairs and maintenance. With the Council, these costs are worked out (broadly) over the ten-year period before you buy your home.

The two main differences are as follows:

- South Cambridgeshire Village Homes would be able to take into account all costs incurred during the 15 years prior to your application to buy (the Council can only take into account costs in the 10 years before your application). This takes account of the fact that South Cambridgeshire Village Homes would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.
- South Cambridgeshire Village Homes would be able to include in the cost floor the cost of the catch up repair works which would be carried out to tenants' homes and which are referred to in this document (see Section C) even if these costs have not actually been incurred at the time of your application to buy. This is because the cost of the repair work has been allowed for in calculating the price of the homes to be paid by South Cambridgeshire Village Homes to the Council.

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

WHAT IS THE RIGHT TO ACQUIRE?

New tenants of South Cambridgeshire Village Homes, that is those who take a new tenancy after the date of transfer, would be entitled to buy their home under the Right to Acquire as long as certain criteria are met and their home is not within an exempt village – these are villages designated by the Government as having a population of 3,000 or under. This scheme is based on a grant rather than a discount and is normally less generous than the Preserved Right to Buy. You cannot combine both the Right to Acquire and the Right to Buy.

WHAT ABOUT SUCCESSION RIGHTS - WOULD TENANTS STILL BE ABLE TO PASS ON THEIR HOMES?

Yes. South Cambridgeshire Village Homes' tenancy agreement allows the same people to take over the tenancy (when a tenant dies) as under a Council secure tenancy. With the Council, your home can only be passed on once other than in exceptional circumstances. You are counted as a successor if you were a joint tenant and later become a sole tenant.

South Cambridgeshire Village Homes has committed to give all current tenants a clean slate with regards to succession of tenancy. If you succeeded to your current tenancy while the Council was the landlord, South Cambridgeshire Village Homes would give you a new right of succession. So every tenant would start off with a right of succession – even if they have already used one with the Council.

WHAT ABOUT TRANSFERS OR EXCHANGES?

South Cambridgeshire Village Homes would aim to make best use of its housing by signing up to the Choice Based Lettings scheme Home-link to enable tenant transfers and exchanges both within its stock and with other social landlords.

South Cambridgeshire Village Homes would operate an exchange scheme, to help tenants to move to council or housing association homes outside the District.

WOULD TENANTS STILL BE ABLE TO SUBLET THEIR HOMES?

Yes. You would be in the same position with South Cambridgeshire Village Homes as you are as a tenant of the Council. You would be able to sublet part of your home, with written permission from South Cambridgeshire Village Homes and you would still have the right to take in lodgers.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES HAVE MORE RIGHTS TO OBTAIN POSSESSION OF TENANTS' HOMES?

No. To make sure your rights to live in your home match as closely as possible those you have now with the Council South Cambridgeshire Village Homes would not use any of the additional grounds for eviction available under an assured tenancy, For further details see Section L, South Cambridgeshire Village Homes' tenancy agreement.

WOULD TENANTS STILL HAVE A RIGHT TO HAVE REPAIRS CARRIED OUT?

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

You would have the right to compensation if the new contractor fails to do the repairs within a set time limit.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES CONSULT TENANTS IN THE SAME WAY AS THE COUNCIL?

Yes. The Tenant Services Authority would require that South Cambridgeshire Village Homes consults with and provide information to all its tenants as if they were secure Council tenants. This is one of the terms in the new tenancy agreement. South Cambridgeshire Village Homes has committed to do more than this and would increase the levels of tenant consultation and participation.

WHAT ABOUT NEW TENANTS COMING IN AFTER TRANSFER?

All new tenants, that is people who are not tenants of the Council at the time of the transfer, but who become tenants later, would be offered an assured tenancy.

SECTION H: BETTER SERVICES FOR OLDER AND DISABLED PEOPLE

- WHAT WOULD HAPPEN TO SERVICES FOR OLDER PEOPLE?
- WHAT WOULD HAPPEN TO THE SHELTERED HOUSING SERVICE?
- INVESTMENT IN SHELTERED HOUSING SCHEMES
- NEW HANDYPERSON SERVICE
- WHAT WOULD HAPPEN TO THE COMMUNITY ALARM SERVICE?
- WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES CARRY OUT ADAPTATIONS TO HOMES TO HELP DISABLED PEOPLE?

WHAT WOULD HAPPEN TO SERVICES FOR OLDER PEOPLE?

Transfer to South Cambridgeshire Village Homes would bring much needed investment to all aspects of the housing service. One area of particular importance is the provision of modern facilities and services for older people, so that they can continue to enjoy their independence in their own home or, for those who wish, in sheltered accommodation.

Many of the Council's tenants are older people with around 1,300 of the Council's homes located in 43 sheltered housing schemes across the District. Many other homes are occupied by older people too, so South Cambridgeshire Village Homes recognises how important it is to ensure that services for older people are seen as a priority and to continue to provide existing and develop a wide range of services for all older people.

South Cambridgeshire Village Homes would plan to:

- Introduce a programme of security improvements from the environmental improvements budget of up to £3 million over the first five years, including security lights, fencing, door entry systems, more secure front doors with spy holes and window locks. South Cambridgeshire Village Homes would also work closely with agencies such as the police, victim support, and health professionals to co-ordinate an effective approach to community safety for all tenants.
- Develop a Handyman service to carry out minor repairs, such as small DIY jobs, hanging curtains and changing light bulbs as well as garden maintenance tasks which would be provided free of charge to older and disabled tenants.
- Ensure that older people have priority for certain repairs, for example, when heating systems break down. Tenants would be consulted on areas where priority would be given to older peoples repairs.
- Ensure access to an Occupational Therapist service for advice on what type and where adaptations should be fitted, such as lever taps, grab rails to enable South

Cambridgeshire Village Homes to best meet the individual needs of residents and clear any backlog of demand within 12 months of transfer.

- When properties are re-wired, smoke alarms and carbon monoxide alarms would be fitted as standard.
- Enhance the decoration and gardening assistance schemes to enable more residents to access it and be offered a wider choice of materials and colours and also to enable residents to buy in additional services, for example to include extra rooms and tiling.
- Work with partners to maximise the use of existing community transport schemes and to develop new ones if necessary to promote access to services and mobility for older and disabled tenants and residents in our local communities.
- Set up a Village Fund of up to £500,000 – around £100,000 each year over the first five years to enable offers of some support services within villages for example to improve existing or help provide community transport schemes.
- Provide an enhanced community alarm service with an additional menu of options such as contact by telephone or a visiting service.
- Work in partnership to seek to improve support and care services for our frailer older residents.

WHAT WOULD HAPPEN TO THE SHELTERED HOUSING SERVICE?

South Cambridgeshire Village Homes would continue to provide sheltered housing for older people with a dedicated team of sheltered housing staff who would transfer to South Cambridgeshire Village Homes from the Council.

South Cambridgeshire Village Homes would:

- Appoint an additional three staff to work in the sheltered housing service to help respond flexibly to meet residents needs.
- Work with residents and staff to design and review proposed service improvements.
- Provide up to £250,000 – around £50,000 each year over the first five years for an internal redecoration scheme with sheltered housing tenants having the option of two rooms of their choice decorated every five years.
- Ensure that tenants who need them would be able to receive daily weekday visits from the dedicated sheltered housing team.
- Continue to provide a quality and cost effective emergency out of hours service for all residents living in sheltered housing.

South Cambridgeshire Village Homes would also consult residents in sheltered schemes about proposals to:

- Work with residents, police and parish councils to improve security in and around sheltered schemes.
- Install bathrooms that are adaptable to residents needs. This could include changing a bath for a level access shower where this is possible and appropriate.

INVESTMENT IN SHELTERED HOUSING SCHEMES

As part of the planned increased investment in major works and improvements outlined in Section C, South Cambridgeshire Village Homes would pay particular attention to the investment needs of homes and community rooms in sheltered housing schemes.

South Cambridgeshire Village Homes is committed to a programme of further consultation with residents in each scheme prior to developing detailed proposals but, subject to that consultation, would aim to provide:

- new timber external doors with built in security features - “secure by design” and upgraded door entry systems for additional security as appropriate.
- a programme of security lighting, and insulation work.
- a programme of upgrading of central heating systems to provide full fuel efficient gas and oil central heating with modern condensing boilers and energy saving controls or modern efficient slim-line electric storage heating (where mains gas is not available) to help address fuel poverty.
- a programme of lowering high level fuse boxes where needed.
- a programme of redecoration and refurbishment of communal rooms and facilities.

South Cambridgeshire Village Homes would also invest up to £3 million over the first five years - around £600,000 a year on a planned programme for the installation of up to 600 walk-in showers – around 120 a year in homes across the district where appropriate and possible to provide.

NEW HANDYPERSON SERVICE

Many older and disabled tenants have said they would like help with small jobs around the house. South Cambridgeshire Village Homes would be committed to improving services and would develop a handy person service within 12 months of transfer.

Such a service could perform many roles:

- speedier repairs that would usually be the responsibility of the Council’s Property Services Team.
- to do small routine or urgent repairs such as, responding to minor blockages of a sink, bath or toilet and minor joinery repairs, inside and outside the home.

- odd jobs that are usually the responsibility of tenants to carry out themselves.
- minor grounds maintenance and clearance (rubbish removal) works.
- communal area cleaning and minor redecoration works.

A Handyperson service would be able to do small tasks, such as putting up curtains, adjusting or re-hanging doors, fitting door chains, putting up a washing line. These jobs would be those for which tenants are normally responsible but there would be no charge for older and disabled tenants for this new service.

South Cambridgeshire Village Homes would consult tenants on the introduction of a Handyperson service – it would work with tenants in order to clarify the sorts of jobs that a Handyperson service could offer and details of the types of jobs that could be carried out would be widely publicised in a variety of ways so that it would be clear what would be available.

WHAT WOULD HAPPEN TO THE COMMUNITY ALARM SERVICE?

South Cambridgeshire Village Homes would continue to provide a community alarm service, providing emergency response and peace of mind to many older and disabled tenants, 24 hours a day throughout the year. This would be the same emergency cover as is currently provided by the Council to sheltered tenants and older tenants in the wider community who have been provided with community alarms.

South Cambridgeshire Village Homes would also develop options to enhance the service with an additional menu of options for older and disabled residents who live in our local communities including contact by telephone or a visiting service.

WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES CARRY OUT ADAPTATIONS TO HOMES TO HELP DISABLED PEOPLE?

Yes. South Cambridgeshire Village Homes would work closely with the NHS Cambridgeshire Occupational Therapy Service, to try to make sure that the adaptations needed to allow tenants to enjoy full use of their homes are assessed and carried out promptly. South Cambridgeshire Village Homes would set aside up to £4million – around £800,000 each year over the first five years for adaptations and review the current policy in consultation with everybody involved, with the intention of reducing waiting times for work to be completed. South Cambridgeshire Village Homes would also aim to provide easier access to the services of an occupational therapist to reduce waiting times for assessment.

South Cambridgeshire Village Homes would aim to be flexible in the type of works that would qualify for assistance through the disabled adaptations budget in order to be responsive to the needs of individual tenants. For example disabled tenants would be given priority for heating and energy efficiency measures that would provide affordable warmth.

South Cambridgeshire Village Homes would plan to clear the backlog of disabled adaptations within 12 months of transfer.

SECTION I: IMPROVED AND CUSTOMER FOCUSED SERVICES

- DEALING WITH PEOPLE YOU KNOW AND TRUST
- HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES SERVICE AND MAINTAIN YOUR HOMES?
- HOW WOULD TENANTS REPORT REPAIRS?
- HOW QUICKLY WOULD REPAIRS BE DONE?
- WHAT ABOUT THE QUALITY OF REPAIRS?
- WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES' PLANS FOR IMPROVED HOUSING MANAGEMENT SERVICES AND COMMUNAL WORKS?
- HOW WOULD YOU COMMENT ON - OR COMPLAIN ABOUT - THE SERVICE YOU RECEIVE?

DEALING WITH PEOPLE YOU KNOW AND TRUST

South Cambridgeshire Village Homes would be a new local not-for-profit housing association set up by the Council and staffed by the people you know and trust. It would not be an existing housing association.

You would continue to deal with people you know because the majority of the existing staff who provide the housing service for the Council, including the sheltered housing staff and the in-house repairs team - the Direct Labour Organisation (DLO) who carry out day to day repairs to properties, would transfer to South Cambridgeshire Village Homes. They would continue to provide accessible and locally based housing services.

South Cambridgeshire Village Homes would be committed to strengthening the existing arrangements for staff. As part of this commitment there would be a full programme of staff training.

HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES SERVICE AND MAINTAIN YOUR HOMES?

South Cambridgeshire Village Homes would be committed to maintaining and improving the existing housing management services. Most importantly, South Cambridgeshire Village Homes would continue to provide locally based services to ensure that you have access to advice and assistance when you need it. South Cambridgeshire Village Homes would continue to provide a 24 hour emergency service 365 days a year.

South Cambridgeshire Village Homes would aim to improve the day-to-day repairs service by working to:

- Improve response times when you report a repair
- Reduce the need for repairs staff to have to attend more than once to complete a repair

- Expand the in-house repairs service to cover other works through improved efficiency and investment in training and a commitment to look at apprenticeship schemes.
- Make appointments for all non-urgent repair jobs by offering convenient appointments for tenants through extended working hours.

The planned maintenance programme would continue for works such as servicing gas appliances, external painting and repairs needed before painting is done.

Upon completion of works South Cambridgeshire Village Homes would provide tenants with a copy of Energy Performance Certificates (EPC) to show how well their home rates in terms of energy efficiency.

HOW WOULD TENANTS REPORT REPAIRS?

You could report a repair to South Cambridgeshire Village Homes by:

- Telephoning or visiting the housing office
- Contacting the repairs hotline
- Using the internet and e-mail

South Cambridgeshire Village Homes would aim to develop a comprehensive website and easy ways to complete forms.

In addition, South Cambridgeshire Village Homes would provide a home visiting service where a member of staff would arrange to come to see you, by appointment, in your home. This would enable issues, be they explaining the detail of a repair or even other tenancy issues, to be dealt with in a way that is convenient to you.

HOW QUICKLY WOULD REPAIRS BE DONE?

South Cambridgeshire Village Homes would adopt the following target repair times:

Emergency Repairs	Attend within 2 hours and complete essential works within 24 hours where possible	For example, dangerous electrical faults, burst pipes, total loss of heating.
Urgent Repairs	5 working days	For example, leaking roof and completion of temporary repairs to water heating appliances.
Routine Repairs	20 working days	For example, major internal plaster repairs, renewal/unblocking of rainwater pipes/gutters.

South Cambridgeshire Village Homes would aim to have all non urgent repairs carried out by appointment, with shorter waiting times than the Council can currently achieve. South Cambridgeshire Village Homes would also carry out a Customer Satisfaction Survey after a repair is completed, giving you the opportunity to comment on the standard of repair.

WHAT ABOUT THE QUALITY OF REPAIRS?

South Cambridgeshire Village Homes would monitor its performance on the range of services it provides. It would compare its performance with its own pre-set targets, as well as with the good practice guidance issued by the Tenant Services Authority. South Cambridgeshire Village Homes would seek to raise these standards year-on-year. Each year, tenants would receive information on how well South Cambridgeshire Village Homes is doing in meeting these standards.

If things were to go wrong, or you felt services had fallen below expected standards, a simple clear complaints procedure would be available (see below).

HOW WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES IMPROVE CUSTOMER SERVICE?

You would continue to deal with the people you know as the majority of the staff who currently provide the housing service for the Council, including housing and sheltered housing officers and the DLO, the in-house repairs team, would transfer to South Cambridgeshire Village Homes. They would continue to provide locally based and accessible housing services.

South Cambridgeshire Village Homes would aim to review the location of its offices within the first two years after transfer in order that to ensure that it is able to provide an accessible and convenient local office base for tenants.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by exploring new ways of delivering services:

- Within two years of transfer consider how to develop an in-house dedicated customer service team to help deal specifically with your housing, rent and repair enquiries.
- Conducting regular village inspections with tenants who would be empowered to help devise local solutions to problems.
- Providing a range of new and improved services to support tenants in their homes including a handyman scheme, and access to the services of an occupational therapist to speed up disabled adaptations.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by looking at making services more accessible by:

- Staff taking services out to tenants and using hand held modern reporting technology so that repairs and enquiries can be reported and dealt with on site.
- Increasing the number of local housing surgeries that would be open at times convenient to customers where there is sufficient demand.
- Through using plain language in all its publications and communications.
- Making sure information is available in an accessible way (e.g. on audiotape or in translation) to meet tenants identified needs.

- Providing a new South Cambridgeshire Village Homes website that would provide lots of helpful information about your tenancy, have details of South Cambridgeshire Village Homes' plans and achievements and offer a repair reporting service plus other applications on line.

South Cambridgeshire Village Homes would aim to achieve excellent housing services by reviewing standards and performance including:

- Adopting new and higher service standards and a customer care plan in consultation with tenants and other customers.
- Involving tenants in monitoring performance against service standards and delivery of the transfer promises.
- Ensuring that all staff are trained in customer care and are encouraged to take appropriate professional qualifications in their areas of service delivery.
- Working towards achievement of a national standard for customer service excellence.

HOW COULD YOU COMMENT ON OR COMPLAIN ABOUT THE SERVICE YOU RECEIVE?

The staff of South Cambridgeshire Village Homes would be committed to providing excellent services and would use complaints and compliments to help improve services.

South Cambridgeshire Village Homes would publish a customer care and complaints policy and have a named officer responsible for making sure all comments and complaints are replied to and dealt with efficiently.

South Cambridgeshire Village Homes would agree a protocol with the Council so that your local councillor could make representations on your behalf and receive a prompt response.

Complaints would be dealt with quickly, fairly and sensitively. Monitoring and acting quickly on feedback from tenants and leaseholders about the services provided should help ensure that problems are identified early on and corrective action taken. Procedures and practice could then be changed to ensure that services improve general feedback would be given via regular newsletters.

South Cambridgeshire Village Homes would acknowledge all complaints within three working days and provide a full response within 10 working days. If a customer is still not happy with that response their complaint would be considered, through a staged process, which would result in the matter being considered by a senior manager.

If a complainant was still not satisfied with the outcome of their complaint, they would have the right to refer it to the Independent Housing Ombudsman Service, a national service which oversees all housing associations.

SECTION J: A GOOD OFFER TO LEASEHOLDERS

What is in this part of the document?

- WHAT ROLE DO LEASEHOLDERS HAVE IN THE CONSULTATION PROCESS?
- HOW WOULD A TRANSFER OF HOMES TO SOUTH CAMBRIDGESHIRE VILLAGE HOMES AFFECT LEASEHOLDERS?
- HOW WOULD LEASEHOLDERS BENEFIT FROM A TRANSFER TO SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- WHAT COMMITMENTS WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAKE TO LEASEHOLDERS?
- WHAT MANAGEMENT AND OTHER SERVICES WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES PROVIDE TO LEASEHOLDERS?
- HOW COULD YOU COMMENT ON OR COMPLAIN ABOUT THE SERVICE YOU RECEIVE?
- WHAT WOULD HAPPEN TO SERVICE CHARGES?
- HOW COULD LEASEHOLDERS GET MORE INVOLVED WITH SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- WHAT WOULD BE THE RESPONSIBILITIES OF LEASEHOLDERS?
- WHAT WOULD HAPPEN TO SERVICES FOR OLDER PEOPLE?

WHAT ROLE DO LEASEHOLDERS HAVE IN THE CONSULTATION PROCESS?

The Council is committed to full and open consultation with all residents of its homes, including leaseholders.

The Council's transfer proposal can only go ahead if the majority of secure tenants who vote on the proposal vote in favour. Leaseholders do not have the same legal right to vote, but the Council is planning to hold a separate ballot for leaseholders in order to take into account their views.

The procedure for tenant consultation on a housing transfer proposal is set out in law and the transfer cannot go ahead unless the Secretary of State for Communities and Local Government (CLG) gives consent.

HOW WOULD A TRANSFER OF HOMES TO SOUTH CAMBRIDGESHIRE VILLAGE HOMES AFFECT LEASEHOLDERS?

South Cambridgeshire District Council currently owns the freehold of your home and the responsibilities of the Council and leaseholders, including equity share residents, are set out in the terms of your lease.

If the transfer goes ahead, the freehold of your home would transfer to South Cambridgeshire Village Homes.

Where leaseholders would be affected by proposed improvement programmes or other major works, care would be taken to ensure that the interests of leaseholders are considered.

The terms and conditions of your lease would remain the same and South Cambridgeshire Village Homes would be bound by the rights and benefits contained in the lease. As with the Council, South Cambridgeshire Village Homes could not change the terms of the lease unless either agreed with the individual leaseholder or a court ordered a variation.

Leaseholders would keep their statutory rights to be consulted about the nature and cost of proposed major works. Leaseholders would still have the right to apply to the Leasehold Valuation Tribunal.

HOW WOULD LEASEHOLDERS BENEFIT FROM A TRANSFER TO SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

Leaseholders would benefit along with tenants from the proposed housing transfer in the following ways:

- Leaseholders could stand for election to be a tenant Board Member of South Cambridgeshire Village Homes.
- Tenants and leaseholders could be able to apply to become a General Member of South Cambridgeshire Homes
- Tenants and leaseholders would have a say in delivering housing services and investment in the future.
- Leaseholders would benefit from the increased investment in services that would be made possible through transfer.
- Leaseholders would benefit from improved repairs and maintenance to properties, communal areas and local environments that are the responsibility of the Council now and would become the responsibility of South Cambridgeshire Village Homes after transfer.
- Leaseholders may be able to buy into home improvement programmes if they wished at a competitive rate.

- South Cambridgeshire Village Homes would expand and improve the existing internal repairs scheme for leaseholders to offer a better service to include responsive repairs and redecoration services.
- South Cambridgeshire Village Homes would consider introducing a handy person service at a competitive rate which leaseholders could easily access and which would be able to do small tasks around the house, such as putting up curtains, adjusting or re-hanging doors, fitting door chains, putting up a washing line and general garden maintenance. If introduced there would be a small charge for this service.
- Improved arrangements and increased resources for tackling anti-social behaviour would benefit all residents.
- Leaseholders would be better informed and would have their own section in the tenant's newsletter.
- All leaseholders would be consulted and would be encouraged to participate in the running of South Cambridgeshire Village Homes alongside tenants.

WHAT COMMITMENTS WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES MAKE TO LEASEHOLDERS?

If the transfer goes ahead, South Cambridgeshire Village Homes would:

- Respect and abide by the rights of all leaseholders
- Keep properties and communal areas in good condition
- Provide excellent and cost effective services through a specialist leaseholder services team
- Ensure service charges reflect the actual costs of providing services and are in accordance with the terms of individual leases
- Involve leaseholders in the management of services and in developing policies and service standards
- Consult with and encourage the participation of leaseholders, including providing support to the Leaseholder Forum
- Provide information on services and service charges
- Provide a complaints procedure for tenants and leaseholders who are dissatisfied with the services they receive and include them in customer feedback
- Aim to remove any barriers to leaseholders improving or making reasonable alterations to their homes

Repairs and Improvements

If the Council's homes in the district transfer to South Cambridgeshire Village Homes, it plans to spend around £55 million in the first five years after transfer, carrying out major repairs and improvements to homes and the environment. Many of these would have benefits to leaseholders, including environmental improvements and investment in the fabric and communal areas of flats, bungalows and sheltered housing schemes. Fencing programmes, improved lighting, car parking and other environmental works could be carried out following consultation with tenants and leaseholders. South Cambridgeshire Village Homes would plan to invest up to £3 million in environmental improvement works during the first 5 years following transfer.

Information on the proposed programme of works in the first five years after transfer would be made available to all leaseholders to view as a public document.

For more details on proposals to increase investment in homes and communities see section I.

Consultation on Major Works

South Cambridgeshire Village Homes would be committed to consulting leaseholders on its improvement and other major works programmes, including involving leaseholders in choosing contractors, materials, colours and finishes where this is appropriate. Before any major works are carried out to which it applies, South Cambridgeshire Village Homes would undertake a formal Section 20 consultation with leaseholders as required by law and have regard to the comments received.

Leaseholders would be provided with details of what is planned, including estimates of costs. They would be invited to comment on the plans within a specified time.

This requirement to consult leaseholders does not apply if urgent work is needed. However, South Cambridgeshire Village Homes would make all reasonable efforts to keep leaseholders informed of urgent works.

Costs of the Works

In total, residents would benefit from the increased investment in homes and neighbourhoods in the first 5 years after transfer.

The actual cost to leaseholders of any major works or improvements would be in accordance with the terms of their leases and any current Section 125 Notice of the Housing Act 1985. This Notice is a legal requirement that is sent to tenants who exercise their Right to Buy and informs them of the costs of repairs over the following five years. South Cambridgeshire Village Homes would not be able to recharge leaseholders any more for repairs and improvements than the amount set out in any current Section 125 Notice.

Leaseholders would contribute towards repairs to the extent permitted in their lease. They would not contribute to the cost of internal works or repairs that only benefit the relevant tenanted properties.

Paying for Major Works

South Cambridgeshire Village Homes would operate a “firm but fair” policy in ensuring leaseholders paid their service charges on time. If any leaseholder was in financial difficulty, South Cambridgeshire Village Homes would work to help them.

Home Improvements

The inside of a leaseholder’s home is their own responsibility. Leaseholders would continue to be able to carry out improvements to their homes, subject to the prior agreement of South Cambridgeshire Village Homes where the lease requires it, and any necessary planning permission, building regulations and other consents being obtained, and any conditions attached to the consent fulfilled. South Cambridgeshire Village Homes would not refuse permission unless there was a good reason for doing so.

South Cambridgeshire Village Homes would review the current policy on seeking approval for improvement works with the aim of making the process easier for leaseholders.

South Cambridgeshire Village Homes would not normally undertake any work within your home. However, where a programme of work is to be carried out in an area or sheltered housing scheme that includes leaseholders, South Cambridgeshire Village Homes would negotiate with its chosen contractors with the aim of giving leaseholders the option to buy into certain internal works at competitive prices. These could include:

- Renewals of kitchens and bathrooms (with a choice of colour schemes and styles)
- Installation, renewal and upgrade of central heating
- Rewiring and insulation schemes

WHAT MANAGEMENT AND OTHER SERVICES WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES PROVIDE TO LEASEHOLDERS?

South Cambridgeshire Village Homes is committed to adopting and following the principles of good practice in leasehold management. In particular it would place emphasis on:

Consultation

Consultation and the provision of information are essential tools of good leasehold management. In addition to their statutory responsibility to consult when letting major works contracts, South Cambridgeshire Village Homes would undertake extensive consultation with tenants and leaseholders during each phase of any planned major works or improvement programmes, changes to existing and introduction of new services to set out the details of the proposals, minimise disruption to residents and ensure that these are tailored to the needs of individual tenants and leaseholders wherever possible.

Tenants and leaseholders would be involved in selecting contractors and materials and would have a wide range of choices in the improvement works that would be carried out. A member of staff would provide support where needed.

Leasehold Management Services

There would be dedicated staff responsible for providing services to leaseholders. They would be able to deal with day-to-day management queries, keep leaseholders informed and generally advise on leasehold matters.

Improved Customer Services

Services to leaseholders would be improved through greater participation and higher service standards that would be developed for all main service areas with tenants and leaseholders. They would be kept under constant review in conjunction with tenants and leaseholders.

Performance targets would be closely monitored on a regular basis with the involvement of tenants and leaseholders.

South Cambridgeshire Village Homes would set up a range of customer feedback arrangements across all services, e.g. mystery shopping, surveys, feedback forms and focus groups. Feedback would be reported on a regular basis to the Board of South Cambridgeshire Village Homes and senior management.

For more details on proposals to improve customer service see section I.

Accessing Services

Leaseholders would have a wide range of ways to access South Cambridgeshire Village Homes including:

- Face-to-face contact with staff of South Cambridgeshire Village Homes either at its local office base or a home visiting service.
- In writing, by email or by phone.
- Through a new interactive website to be developed following transfer.
- Through the Leaseholder Forum.

Regular and Good Quality Maintenance Services

South Cambridgeshire Village Homes would redecorate communal and external areas on a regular basis and as required by your lease.

South Cambridgeshire Village Homes would develop agreements with local tenants and leaseholders that set out the standards for open space maintenance in their area. There would be regular village inspections where staff, tenants and leaseholders would inspect local schemes and neighbourhoods to ensure they are being properly maintained.

HOW COULD YOU COMMENT ON OR COMPLAIN ABOUT THE SERVICE YOU RECEIVE?

The staff of South Cambridgeshire Village Homes would be committed to providing a high quality service and would use complaints and compliments to help monitor the service provided.

South Cambridgeshire Village Homes would have a customer care and complaints policy and a named officer responsible for making sure all comments and complaints are replied to and dealt with.

South Cambridgeshire Village Homes would put in place a protocol so that your local councillor could make representations on your behalf and receive a prompt response.

Complaints would be dealt with quickly, fairly and sensitively. Monitoring and acting quickly on feedback from tenants and leaseholders about the services provided should help ensure that problems are identified early on and corrective action taken. Procedures and practice could then be changed to ensure that services improve general feedback would be given via regular newsletters.

South Cambridgeshire Village Homes would acknowledge all complaints within three working days and provide a full response within 10 working days. If a customer is still not happy with that response their complaint would be considered, through a staged process, which would result in the matter being considered by a senior manager.

If a complainant was still not satisfied with the outcome of their complaint, they would have the right to refer it to the Independent Housing Ombudsman Service, a national service which oversees all housing associations.

WHAT WOULD HAPPEN TO SERVICE CHARGES?

Service charges cover the cost of providing day-to-day services, certain routine works to the communal areas of sheltered housing schemes and repairs to blocks of flats, buildings insurance, some cleaning to blocks of flats and communal rooms in sheltered housing schemes, communal lighting, garden maintenance, and sheltered housing and other management costs. What can actually be charged depends on the terms of your individual lease.

Service charges relate to actual costs; there can be no element of profit built in.

As the Council is able to cover the cost of VAT it does not include this in leaseholders service charges. As South Cambridgeshire Village Homes would not normally be able to recover the costs of VAT some elements of the service charge could incur VAT. Where possible, however, South Cambridgeshire Village Homes would work to keep both the service charge and any VAT element to a minimum. In certain circumstances a leaseholder may qualify for a VAT exemption, for example if you are disabled, in which case you would not have to pay some elements of the VAT that would be applied to the service charge.

South Cambridgeshire Village Homes would be committed to consulting leaseholders about services. South Cambridgeshire Village Homes would ensure that service charges to leaseholders reflect actual costs. South Cambridgeshire Village Homes would plan to benchmark services and charges with other similar organisations.

South Cambridgeshire Village Homes would prepare timely and accurate information about the cost of services for which service charges are payable, including a full breakdown of the management charge. It would work with the Leaseholders Forum to undertake a review of the management charge.

South Cambridgeshire Village Homes would give leaseholders:

- An annual service charge statement.
- Make available to view publically a copy of the audited accounts of South Cambridgeshire Village Homes.
- An estimate of the following year's charges once the budget has been agreed.
- Flexible and convenient payment options.

Leaseholders would be able to get information about their service charge during the year on request. Any leaseholder who fell behind with payments would be informed and support offered to help with any difficulties being experienced including advice on welfare benefits. The aim would be to help leaseholders maximise their income and enable them to pay their service charges. Where necessary South Cambridgeshire Village Homes would take legal action to recover arrears.

Inspection of Supporting Accounts

Under Section 22 of the Landlord and Tenant Act 1985 a leaseholder can require their landlord to give them reasonable facilities to inspect the accounts, relevant receipts and other documentation that support the summary. This request must be made in writing.

The accounts would be made available in accordance with the law which also states that there must be no charge for inspecting the documentation, although leaseholders would be able to take copies of any item and a reasonable charge can be made for that. The costs incurred in making facilities available can be treated as a management cost and included in the service charge.

HOW COULD LEASEHOLDERS GET MORE INVOLVED WITH SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

All leaseholders would be encouraged to get involved in South Cambridgeshire Village Homes at the level that suits them best. The options would include:

- By applying to become a Board Member of South Cambridgeshire Village Homes.
- By applying to become a General Member of South Cambridgeshire Village Homes.
- Being involved in local decision making and setting local priorities through the Tenant Participation Group.
- Joining a local Tenant and Resident Association.

- Becoming a Village Voice.
- Attending meetings of the Leaseholder Forum.
- For leaseholders who live in sheltered housing, by attending meetings of the Sheltered Housing Forum.
- Being advised and consulted on changes to existing and the availability of new services.
- Being involved in performance monitoring mechanisms.
- Being actively involved in reviewing the policies that affect leaseholders including reviewing the buildings insurance policy, variation of leases and other matters as necessary.

The Leaseholder and Sheltered Housing Forums would be supported in the following ways:

- Provision of meeting venues
- Support with administration of meetings
- Attendance of relevant staff from South Cambridgeshire Village Homes

For more information on how tenants and leaseholders can get more involved in South Cambridgeshire Village Homes please see section F.

WHAT WOULD BE THE RESPONSIBILITIES OF LEASEHOLDERS?

Payment of Service Charges

As with the Council, and under the terms of your lease, South Cambridgeshire Village Homes would recharge a percentage of the costs of the maintenance, repair and upkeep of sheltered housing schemes and communal areas of flats to leaseholders who live in those schemes or flats.

Repairs to your Home

As with the Council, leaseholders would be responsible for keeping their home in good repair according to your lease which could include the interior, exterior or both depending on the terms of your lease. Leaseholders would also be responsible for keeping garden areas, if any, neat and tidy.

Nuisance

As with the Council, and like tenants, leaseholders are responsible for not causing a nuisance or breaching any terms of their lease.

South Cambridgeshire Village Homes would help and assist with leaseholder nuisance issues in the same manner as with tenants and can help to resolve these issues via mediation and other measures available to deal with anti-social behaviour.

For more information on how South Cambridgeshire Village Homes would make homes and communities better places to live please see section E.

SECTION K: ABOUT SOUTH CAMBRIDGESHIRE VILLAGE HOMES

What is in this part of the document?

- WHAT TYPE OF ORGANISATION IS SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- WHY WAS SOUTH CAMBRIDGESHIRE VILLAGE HOMES CHOSEN?
- WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES VISION AND VALUES?
- WHO IS ON THE BOARD OF MANAGEMENT?
- HOW WERE THEY CHOSEN?
- DO BOARD MEMBERS GET PAID?
- HOW WOULD BOARD MEMBERS BE CHOSEN IN THE FUTURE?
- WHO WOULD PROVIDE THE SERVICE?
- WHO REGULATES SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- WOULD YOU BE ABLE TO COMPLAIN TO, OR ABOUT, SOUTH CAMBRIDGESHIRE VILLAGE HOMES?
- WHERE WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES GET THE MONEY FROM TO PAY FOR THE HOUSING?
- WOULD THE COUNCIL HAVE ANY CONTROL OVER SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

WHAT TYPE OF ORGANISATION IS SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

South Cambridgeshire Village Homes would be an Industrial and Provident Society, a not for profit housing association and would be a registered housing provider, with charitable rules, if the transfer goes ahead. Registered housing providers, which include housing associations, are bodies that provide affordable homes to people in housing need and are registered with the Tenant Services Authority. South Cambridgeshire Village Homes was set up by the Council specifically to take a transfer of the Council's homes.

South Cambridgeshire Village Homes:

- is run by a board made up of five tenants, five people nominated by the Council and five Independent local people
- is not for profit and so no dividends would be paid out. Any surpluses made would be spent on improvements to homes and services and running the housing service
- would be registered with the Tenant Services Authority, a Government appointed body set up to supervise and regulate all registered housing providers

- South Cambridgeshire Village Homes would also be registered with charitable rules. One advantage of charitable status is that charities pay less tax which allows them to make best use of their income for the benefit of those persons they are assisting.

WHY WAS SOUTH CAMBRIDGESHIRE VILLAGE HOMES CHOSEN?

A selection panel of elected tenants, councillors and staff considered in detail each of the options for a potential new landlord including:

- a new stand alone local housing association or;
- a new subsidiary of an existing or new group of housing associations

The selection process looked closely at each model of potential landlord. The selection panel listened to presentations from existing housing associations about how they work. The panel went to visit different models of housing association to look at what they have achieved and to talk to their tenants, staff and Board members. There were also drop-in consultation events for all tenants. At the end of the process the selection panel concluded that the model of housing association that would best meet local needs, should tenants vote in favour of transfer, is a new stand alone housing association. Key gains of this model were assessed to be as follows:

- maximum local autonomy
- maximum local accountability and partnership
- tenant empowerment in service and strategic matters, and
- locally determined service excellence.

WHAT ARE SOUTH CAMBRIDGESHIRE VILLAGE HOMES' VISION AND VALUES?

South Cambridgeshire Village Homes' main purpose is to provide and manage affordable homes for people who need them.

South Cambridgeshire Village Homes has also adopted the following vision statement:

We will deliver our promises. We will work with tenants to provide excellent housing services and to promote secure and sustainable local communities in South Cambridgeshire.

South Cambridgeshire Village Homes has adopted the following values:

*Integrity and trust
Honesty and openness
Respect
Listening and empowering
Learning, adapting and improving*

In providing its homes and housing services South Cambridgeshire Village Homes would be guided by the following principles:

We will:

*Place tenants at the heart of our organisation
Work as a team to provide excellent services*

Recognise and respond to individual needs and value diversity

Be rooted in village communities

Promote sustainability in all that we do

Provide local and accessible services

Build a strong and robust organisation

Be transparent and accountable in our decisions

Be an employer of choice

Look to the future, be innovative and flexible

WHO IS ON THE BOARD OF MANAGEMENT?

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

HOW WERE THEY CHOSEN?

The five tenant Board Members were elected by tenants from those who expressed an interest to the Council's written invitation to all tenants considering applying to be Board Members and were able to commit to the model Code of Conduct for South Cambridgeshire Village Homes.

The five tenant Board Members are:

TO BE ADDED

The five Board Members chosen by the Council are:

TO BE ADDED

The five Independent Board Members are:

TO BE ADDED

DO BOARD MEMBERS GET PAID?

Although the Tenant Services Authority allows a reasonable payment to be made, none is currently proposed and all Board Members have been recruited on a voluntary basis. However, Board Members can claim for reasonable out of pocket expenses actually incurred in carrying out South Cambridgeshire Village Homes' business.

HOW WOULD BOARD MEMBERS BE CHOSEN IN THE FUTURE?

The current Board Members would serve until at least the first annual general meeting of South Cambridgeshire Village Homes after the transfer takes place.

At the first annual general meeting following transfer, one of the tenant Board Members would retire. At the second annual general meeting, two further tenant Board Members would retire and at the third, the final two tenant Board Members would retire. Board Members who retire are selected on the basis of who has been in office the longest and retiring Board Members can be re-elected. This system would then be repeated, using the

same retirement cycle and a similar system would be used for the Independent Board Members.

In the future, tenant Board Members would be elected by tenants, and Independent Board Members would be chosen from the community for their particular skills and would be elected at the Annual General Meeting (AGM) by those with voting rights, including the General membership made up of tenants and leaseholders. Council Board Members would continue to be chosen by the Council.

WHO WOULD PROVIDE THE SERVICE?

South Cambridgeshire Village Homes would employ paid officers to run the housing service on a day to day basis. By and large, they would be staff who currently provide the service for the Council now as these staff would transfer across to South Cambridgeshire Village Homes so you would continue to deal with the people you know and trust.

The senior management team, including the Chief Executive, would be appointed by a panel of Board Members after an open recruitment process and the positions being advertised nationally.

WHO REGULATES SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

The new Tenant Services Authority was established in December 2008 and has taken over from the Housing Corporation as the Government appointed body that regulates all registered housing providers. South Cambridgeshire Village Homes must register with the Tenant Services Authority as a registered housing provider before a transfer can take place.

In particular, the Tenant Services Authority:

- sets rules and standards which all registered housing providers, which include housing associations, 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 housing providers to ensure these standards are met. If standards are not met, the Tenant Services Authority has wide powers to intervene.

In addition to regulation by the Tenant Services Authority, the Audit Commission (through its housing inspectorate) would also have a role in checking the standard of service delivered by South Cambridgeshire Village Homes and other registered housing providers, as it does now with the Council.

WOULD I BE ABLE TO COMPLAIN TO, OR ABOUT, SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

Yes. South Cambridgeshire Village Homes would recognise that complaints from tenants can be a valuable source of feedback on service delivery. If South Cambridgeshire Village Homes could not settle your complaint informally, you would be able to make a formal complaint through its published complaints procedure.

If you were still unhappy after going through the complaints procedure, you would be able to contact the Independent Housing Ombudsman. South Cambridgeshire Village Homes would be expected to comply with any recommendation made by the Ombudsman after

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

Through a protocol South Cambridgeshire Village Homes would agree with the Council, District Councillors could raise any queries on behalf of their constituents and receive a prompt response.

WHERE WOULD SOUTH CAMBRIDGESHIRE VILLAGE HOMES GET THE MONEY FROM TO PAY FOR THE HOUSING?

South Cambridgeshire Village Homes would raise the money to pay for the Council's housing from lenders such as banks and building societies. This loan would usually be taken out for a period of around 30 years.

WOULD THE COUNCIL HAVE ANY CONTROL OVER SOUTH CAMBRIDGESHIRE VILLAGE HOMES?

South Cambridgeshire Village Homes would be independent of the Council if transfer goes ahead. It would however be required to enter into a formal and legally binding contract with the Council. This agreement would allow the Council to enforce the promises made in this document.

The Council would also continue to have an interest in South Cambridgeshire Village Homes:

- By filling five places on South Cambridgeshire Village Homes Board of Management.
- District Councillors could raise any queries on behalf of their constituents and receive a prompt response through a protocol South Cambridgeshire Village Homes would put in place.
- As one of three groups with equal shares the Council would be able to vote on any changes to the rules of the association proposed by the Board of South Cambridgeshire Village Homes. As rule changes would require at least a 75% vote in favour to be agreed this effectively would give the Council a "Golden Share". For example this would enable the Council to prevent any future decision by South Cambridgeshire Villages Homes to merge with any other organisation if the Council considers that it would not be in the best interests of tenants.

SECTION L: USEFUL NAMES AND ADDRESSES

South Cambridgeshire District Council

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

Council's Freephone Helpline 0800 328 5922

Tenants' Independent Advisor: PS Consultants

Parkside House
190-192 Wigan Road
Euxton
Chorley
PR7 6JW

Freephone Helpline 0800 085 2207

Communities and Local Government

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

Tel: 020 7944 4400

Website: <http://communities.gov.uk>

The Tenant Services Authority

Stock Transfer Registration Unit
Attenborough House
109/119 Charles Street
Leicester, LE1 1QF

Tel: 0116 242 4879

Website: <http://tenantservicesauthority.org>

Homes and Communities Agency

Tel:

Website: <http://www.communities.gov.uk>

SECTION M: LEGAL REQUIREMENTS FOR TENANT CONSULTATION

THE TIMETABLE FOR CONSULTATION

STAGE 1 CONSULTATION

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

CONSIDERATION OF YOUR COMMENTS

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

The Council will consider your comments on the transfer proposal and decide whether its proposal needs to be altered.

The Council will consider any comments received before midday on **xx** 2009.

STAGE 2 CONSULTATION

The Council will send you a letter called the 'Stage 2' letter. This will describe what, if any, alterations have been made to the proposal. It will also explain your right to make representations to Secretary of State for Communities and Local Government (CLG) within a period of 28 days.

CONFIDENTIAL BALLOT

An independent organisation called Electoral Reform Services would carry out a confidential postal ballot over around a four week period.

All secure tenants would have the right to vote. This means that joint tenants would each have a separate ballot paper. Neither the Council nor South Cambridgeshire Village Homes would know how you voted.

If the ballot result supports transfer the Council must get the consent of the Secretary of State for Communities and Local Government before transfer can take place. If all this happens the transfer would take be expected to place in **2010**.

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 for Communities and Local Government must have regard to the views of the Council's secure tenants.

The Council must give you a notice in writing informing you of:

- details of the proposal as the Council considers appropriate, including the identity of the organisation (South Cambridgeshire Village Homes) 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 to private sector landlords).

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

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

- The Council must first serve on you a notice (the Stage 1 Notice) giving you the information listed above and informing you that you may make representations to the Council. This document and the introductory letter accompanying it form the Stage 1 Notice.
- The Council will consider any comments received by midday **xx** 2009.
- After considering your comments, the Council must serve a further written notice on you (the Stage 2 letter) informing you of any significant changes to the proposal and that you may write to the Secretary of State for Communities and Local Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to tenants. The Secretary of State will take objections into account in considering any application from the Council for the necessary consent to transfer the homes.
- A ballot of secure tenants must be held once the Stage 2 letter has been served, and tenants must be informed of the ballot result.

SECTION N: OTHER INFORMATION YOU MAY WANT TO LOOK AT

As well as this document, there are some other documents you may want to look at in relation to the Council's housing transfer proposal. If you would like a copy of any of these documents please call the Council's Freephone Helpline on 0800 328 5922.

The Way Forward for Housing: this is the Government's policy statement on future housing policy.

The Housing Corporation's Charter for housing association applicants and residents: this document sets down the standards of service you could expect from South Cambridgeshire Village Homes based on the predecessor to the Tenant Services Authority – the Housing Corporation – guidelines.

The grounds for possession of secure and assured tenants: this document provides the full text (as set down by Parliament) of the grounds for possession which can be used against secure tenants and the grounds which can be used against assured tenants.

Detailed comparison of rights before and after transfer: this document sets down a detailed comparison between the rights of tenants with the Council and the rights tenants would have with South Cambridgeshire Village Homes if the transfer goes ahead.

National Housing Federation website:

<http://www.housing.org.uk>

The Tenant Services Authority website:

<http://tenantservicesauthority>.

South Cambridgeshire District Council Website:

Housing Futures

<http://www.scambs.gov.uk/Housing/Futures/default.htm>

Council Housing Retention Report

<http://scambs.moderngov.co.uk/ieListDocuments.asp?CId=870&MId=4276&Ver=4>

SECTION O: THE PROPOSED TENANCY AGREEMENT

What is in this part of the document?

This document contains the form of tenancy agreement tenants would have with South Cambridgeshire Village Homes if transfer goes ahead.

This tenancy agreement has been designed to ensure that tenants' rights are protected if transfer goes ahead and tenants have been fully consulted on its development.

If transfer goes ahead, South Cambridgeshire Village Homes would also develop a new Tenants' Handbook.

South Cambridgeshire Village Homes 's proposed new tenancy agreement

A tenancy agreement in substantially this form would be issued as soon as possible after transfer to each transferring secure tenant except:

- Where tenants have a valid Possession Order in force against them
- Where tenants have been served with a valid Notice of Intention to Seek Possession
- Where tenants have ongoing possession proceedings at the time the transfer takes place
- Where tenants have 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, or
- If the tenant complies with a demotion order and the demotion period comes to an end; or
- If the Court decides when finally determining the proceedings not to make a Possession Order.

In the meantime, these tenants would become tenants of South Cambridgeshire Village Homes like all other remaining tenants.

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

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

Assured (non shorthold) tenancy agreement for transferring tenants

THIS TENANCY AGREEMENT IS BETWEEN

Our name and address

South Cambridgeshire Village Homes Limited

(‘we’ ‘us’ or ‘our’) of

.....

We are registered with the Tenant Services Authority under section 3 of the Housing Act 1996

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. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if you withdraw from or breach the support agreement, and in the event of such a withdrawal or breach we may take steps to end the tenancy (see Section 1, Condition [6]).

Payments for your home

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

(i) rent of £

(ii) rent arrears of £ payable at £

per week

Service charge £
£

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.

SIGNATORIES

Signed on behalf of the landlord.....

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

Signed by the Tenant.....

.....

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

Date.....

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

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

TENANCY CONDITIONS

Words in bold and italics are for explanation only and do not form part of the tenancy for legal purposes

SECTION 1 - GENERAL TERMS

It is agreed as follows:

1. **Payments for your home**

- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on page [2].
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.

2. **Payment of arrears**

If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the week instalments shown on page 2. If you do not make the payments, we may start court proceedings to end this tenancy.

3. **Services**

- 3.1 We shall provide the services set out on page [2] 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 [2].
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

4. **Changes in rent**

- 4.1 We may increase the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the 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.

- 4.2 After the first rent variation under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent

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

5. **Changes in service and other charges**

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

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

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

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

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

6. **Supporting People Charge (where applicable)**

6.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page [] 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:

- Advice and support on repair work / home improvement work
- Emotional support, counselling and advice
- Help finding other accommodation
- Help in establishing personal safety and security
- Help in establishing social contacts and activities
- Help in gaining access to other services
- Help in managing finances and benefit claims
- Help in setting up and maintaining home or tenancy

- Peer support and befriending
- Supervision and monitoring of health and wellbeing

We may vary the support charge 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 charge, 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.

6.2 We agree to discuss with you at least once a year the level of support services we make available to you in order to ensure you receive sufficient support to maintain your tenancy. If we cannot agree the level of support, we will decide on the level of support and we will act reasonably in making that decision. You agree to accept the level of support services made available to you.

6.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 6.1, then you shall be responsible for entering into a separate agreement with that service provider. You must 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.

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:

.....

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

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:

1. **Possession**

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

2. **Tenant's right to occupy**

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

- 2.1 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
- 2.2 we are entitled to possession at the end of the tenancy.

3. **Repair of structure and exterior**

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

- 3.1 drains, gutters and external pipes
- 3.2 the roof
- 3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating
- 3.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration
- 3.5 chimneys, chimney stacks and flues but not including sweeping
- 3.6 pathways, steps or other means of access
- 3.7 plasterwork
- 3.8 integral garages and stores
- 3.9 boundary walls and fences.

4. **Repair of installations**

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

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

We will clear up after making a repair and leave the decoration as close as reasonably possible to how it was before the work was done.

5. **Repair of common parts**

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

6. **External decorations**

To keep the exterior of your home and any communal areas in a good state of decoration and normally to decorate these areas once every 5 years.

7. **SUCCESSION - GENERAL**

7.1 If you die, certain people, who are specified in condition 7.5 below, may succeed to this tenancy. This condition 7 will not apply if you have already succeeded to this tenancy (either under condition 7 in this tenancy or similar succession conditions in a previous tenancy which we granted).

7.2 If you were granted this tenancy on the transfer of your home from South Cambridgeshire District Council to us, we will not take account of any successions before the date of the transfer.

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

7.4 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.

7.5 **People entitled to succeed to this tenancy**

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

7.5.2 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.

7.5.3 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, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least twelve months prior to your death.

If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within 3 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.

7.6 **Special SUCCESSION RIGHTS**

If inheritance rules do not allow someone who qualifies under condition 7.5.3 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. 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.

8. **Housing management**

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

SECTION 3 - YOUR OBLIGATIONS

You agree:

9. **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.

10. **Rent**

To pay the rent and (if applicable) service charge and Supporting People Charge weekly in advance unless we agreed an alternative payment interval with you.

11. **Outgoings**

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

12. **Use of your home**

To use your home for residential purposes, as your only or principal home and not to operate any business at your home that might cause a nuisance or annoyance to other persons in the neighbourhood.

13. **MINOR REPAIRS**

13.1 To do small repairs such as unblocking sinks or replacing sink plugs and chains.

13.2 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines, and any improvement you have put in yourself.

We might be able to help you with minor repairs if you are elderly or disabled – contact us for more information.

14. **Internal decoration**

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

We might be able to help you if you are elderly or disabled – contact us for more information.

15. **Damage**

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 reasonable costs reasonably incurred by us in carrying out such works in default.

16. **Reporting disrepair**

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

17. **Access**

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

Our employees and contractors will always carry official identification.

18. **COMMUNAL AREAS**

18.1 To be jointly responsible with other tenants in blocks of flats for the cleaning of communal areas, e.g. stairs, landings, hallways (except in warden-supervised schemes) unless covered by a service charge element specifically for this purpose.

18.2 To co-operate with us and your neighbours to keep any communal areas clean, tidy and clear of obstruction.

19. **ILLEGAL ACTIVITY**

19.1 Neither to use, nor to allow members of your household or visitors to use your home or any communal area for any illegal activity such as selling drugs.

19.2 Neither to cause, nor to allow members of your household or visitors (including children) to cause damage, or to deface or put graffiti on our property including trees and other plants, and to pay our reasonable costs reasonably incurred in rectifying any damage or defacement so caused.

20. **Nuisance**

Neither to cause, nor to allow members of your household or visitors (including children) to cause, a nuisance or annoyance to other persons in the neighbourhood or to any of our tenants, agents, employees or contractors.

Examples of nuisance include loud music, arguing, door slamming, dog barking and fowling, offensive drunkenness, selling drugs or drug abuse, rubbish dumping and playing ball games too close to someone else's home.

21. **Racial and other harassment**

Neither to commit, nor to allow members of your household or invited visitors (including children) 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.

Examples of harassment include racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti and doing anything that interferes with the peace, comfort and convenience of other people.

22. **DOMESTIC VIOLENCE**

22.1 Not to assault your husband or wife or partner or former husband or wife or partner or other family member whether they are living with you or not.

22.2 Not to harass them or use mental, emotional or sexual abuse to try to cause anyone who lives with you to leave your home. If you do and your husband, wife or partner or other family member leaves your home as a result of the violence or threats and does not intend to return, we may apply to the Court for possession of your home.

We will provide help and advice if you are a victim of domestic violence.

23. **Noise**

Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument or use power drills and other forms of machinery or equipment so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside your home between the hours of 11.00pm and 8.00am.

24. **Pets**

24.1 To keep under control any animals kept at your home.

24.2 Not to keep any animal that might damage your home or cause a nuisance, annoyance or danger to other persons in the neighbourhood.

24.3 Not to keep any animal that is not a usual domestic pet without our permission.

25. **Storage**

25.1 Not to keep or use bottled gas, paraffin, petrol or any other dangerous or volatile material in your home or in communal areas, unless it is small quantities required for domestic use and is stored in suitable, safe containers.

25.2 Not to keep mopeds or motorbikes inside your home or in indoor communal areas such as entrance, halls, stairs and landings.

26. **GARDENS**

26.1 To keep your garden (including front and rear gardens) free from rubbish, and tidy by cutting the lawn, trimming the hedges and maintaining and pruning trees and shrubs. If your garden is not maintained in accordance with this condition and

there is no good reason why you cannot do so, we may clear it and charge you our reasonable costs for the work.

We might be able to help you keep your garden tidy if you are elderly or disabled – contact us for more information.

26.2 Not to not cut down or remove any established trees or hedges without our prior written consent.

26.3 Not to put up structures such as sheds, garages, pigeon lofts, greenhouses, summerhouses, animal runs and other forms of structure anywhere at your home without our prior written consent.

27. **Roadways and garages**

27.1 Not to park nor allow members of your household or visitors to park:

- a vehicle anywhere at your home except on a "hardstanding" (a driveway or paved area intended for parking).
- any vehicle on any grassed area.
- lorries, coaches, HGVs, commercial vehicles, plant or vans over 25cwt, caravan or motor home on the garden, driveway, paved or grassed area around your home or on any communal parking areas without our prior consent.

27.2 Not to cause nor allow members of your household or visitors to cause obstructions, particularly to emergency services, on local roadways and other vehicular access.

27.3 Not to make a hardstanding or create a vehicular access without our prior written consent. You are also responsible for obtaining any other required consents or approvals.

27.4 Not to do car repairs that cause a nuisance to others or park an illegal, unroadworthy or untaxed vehicle on the land around your home or on the road.

27.5 Not to not use any garage that forms part of your home for any purpose other than as an ordinary domestic garage.

28. **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 Section 4, condition 10 or assigning the tenancy to someone that would have been qualified under Section 2, condition 7 above to succeed to the tenancy if you had died.

29. **Overcrowding**

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

30. **Lodgers**

If you wish to take a lodger you must provide us with details of the name, age and sex of the intended lodger and of the accommodation he or she will occupy

Sub-letting

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

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

31. **Absence from your home**

To inform us, in writing and if possible in advance, if you are or expect to be absent from your home for three months or more.

32. **Ending the tenancy**

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

If you are joint tenants any one of you can end the tenancy by giving us 4 weeks' notice. We will decide if any of the other joint tenants can stay in the home.

33. **Moving out**

33.1 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 to leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

33.2 To meet our reasonable costs, reasonably incurred for removal charges relating to items left at your home.

33.3 To settle all outstanding charges in respect of your home including rent, council tax, gas, water and electricity. You should ensure that the supplies of electricity, gas and water are turned off and meters read as appropriate.

SECTION 4 - YOUR RIGHTS

Your have the following rights:

34. **Right to occupy**

34.1 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).

34.2 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.

35. **Tenure**

35.1 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).

35.2 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.

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

- we are using grounds 14 or 14A when the notice may be less than 4 weeks, or
- we are using grounds 7, 9 or 16 when we will give 2 months' notice, or
- the Court has allowed us to go ahead without serving notice on you.

35.4 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.

35.5 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.

35.6 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.

36. **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.

37. **Right to take in lodgers and sub-let part of your home**

37.1 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]).

A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. They may get some sort of service from you such as cooking or cleaning.

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

Sub-letting means that someone pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning.

38. **Right to make improvements**

38.1 You may make improvements, alterations and additions to your home including putting up a television aerial, installing central heating, a shower, or a gas fire, external decoration and additions to, or alterations in, our installations and fixtures and fittings. Before starting any work you must first obtain our written consent and all other necessary approvals (for example, planning permission or building regulations approval). 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.

38.2 If you make an improvement or alteration to your home without our prior written consent we may tell you to return the property to how it was before. If you do not we may do the work and charge our reasonable costs, reasonably incurred to you.

39. **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.

40. **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.

41. **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.

42. **Right to information**

42.1 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.

42.2 You also have the right to see information we have about you, your partner or your family (for which there may be a charge). In certain circumstances you will not be able to see everything – for example, details about other tenants.

42.3 We agree not to sell any information we have about you, your partner or your family.

43. **Right to exchange**

43.1 You have the right to exchange (swap) 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.

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

44. **Complaints**

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 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.

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.

45. **Preserved Right to Buy**

45.1 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.

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

45.3 If you die, the person who takes over the tenancy under the succession rights in Section 2 above will also take over your preserved right to buy (if you had that right).

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

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

46. **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.

47. **Preserved rights**

So far as possible, we agree to give you the rights in conditions 4 to 10 above) as they apply to a secure tenant of a Council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 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

Part I Grounds on which Court must Order Possession

Ground 7

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

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

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 2, condition 7.

Part II Grounds on Which Court may Order Possession

Ground 9

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

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

- (i) 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*
- (ii) 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*
- (iii) 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*

- (iv) *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*
- (v) *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*
- (vi) *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 twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*
 - (a) *The age of the person succeeding to your tenancy*
 - (b) *The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home*
 - (c) *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.

SECTION P: GLOSSARY OF TERMS USED IN THIS DOCUMENT

TO BE ADDED