BOROUGH COUNCIL OF WELLINGBOROUGH

EXTRAORDINARY MEETING OF THE COUNCIL

You are hereby summoned to attend an Extraordinary Meeting of The Borough Council of Wellingborough in the County of Northamptonshire to be held on **Monday the eleventh day of September 2006 at 7 pm** in the Council Chamber, Swanspool House, Wellingborough for the purpose of transacting the following business: -

**AGENDA**

1. Prayers said by the Mayor's Chaplain
2. Apologies for absence
3. Declarations of interest
4. Report to approve the Housing Stock Options Offer document
5. Petitions/Questions from the public (previously notified)
6. Members questions or motions
7. Correspondence, communications and other business brought forward by the direction of The Mayor or of the Chairman of the Meeting.

Dated this first day of September 2006

[Signature]

Chief Executive
Report of the Chief Executive

Draft Formal Offer Document for Consultation on the proposal to transfer the Council's homes to Wellingborough Homes

1 Purpose of Report
1.1 In order to progress to a ballot, the Council is legally required to formally consult with its tenants on its transfer proposals. To meet this requirement, the Council has produced a formal offer (or consultation) document, which sets out the implications of remaining with the Council or transferring to a new local Housing Association called Wellingborough Homes.

1.2 The purpose of this report is to seek the approval of Council for the Draft offer document (Appendix 1), which will be then distributed to all tenants as part of the formal legal consultation relating to stock transfer.

2 Background
2.1 Wellingborough Council was required to carry out a stock option appraisal that looked at the best way of meeting the Government's Decent Homes standard and providing the future housing service.

2.3 The Council of June 28th 2005 RESOLVED that

(I) stock transfer provides the greatest opportunity under current arrangements for the Council and its tenants to meet the investment needs required to achieve and maintain the Decent Home Standard;

(ii) Members note the opportunity for tenants to determine a proposal to transfer the stock is provided through the requirement to conduct a ballot and therefore;

(II) the opportunity for tenants to express their views on a proposal to transfer the stock as the best means of providing for the investment needs be offered as an application to join the transfer programme is prepared and

(iv) a Housing Revenue Account Business Plan be submitted on the basis of stock transfer.

3 Discussion
Housing transfer can only go ahead if the local authority has formally consulted with tenants whose homes would transfer, and has established that a majority of tenants are not opposed to it. Tenants' views are usually ascertained in a formal ballot.

Before a formal ballot can take place, the Council is legally required to serve a notice on all its secure and introductory tenants. This notice is usually referred to as the formal consultation or offer document.
The notice sets out:

The details and basic facts of the transfer proposal
The identity and information about the proposed new landlord
The likely consequences of staying with the Council or transferring
Capital Expenditure Programme
Rents and Other Charges
Tenant participation
Service Standards
Tenants Rights

The draft offer document has been drawn up in consultation with Members, tenants, staff, the Project Board of the Council and Shadow Board of Wellingborough Homes.

The contents of the Draft offer document are prescribed within the Transfer Manual (produced by the Department of Communities and Local Government, formerly the Office of Deputy Prime Minister) and can only contain information directly relevant to the proposed transfer.

The document must also invite representation from tenants and leaseholders and therefore includes a reply slip for tenants and leaseholders to respond to the Council with their views and comments.

Council staff will be visiting all tenants during the consultation period, ensuring that they have received the offer document and accompanying easy guide (which is a summary of the main document). Tenants will also receive a DVD or Video that explains the formal document, offer to answer any questions, remind tenants to send back their comments and to vote when the time comes.

The Council is required to consider tenants' views and comments on the offer document. These will be reported to Council at the meeting on 13th November.

The authority is then required to serve a further written notice (called the Stage 2 Notice) describing any significant changes to the transfer proposal (taking account of comments received), and informing tenants that ballot papers will shortly be sent to them and also that they can make objections to the secretary of state within 28 days of the Start of Stage 2. The Secretary of State would not give consent if the majority of tenants were opposed to transfer.

3 Legal Powers

4.1 The relevant Legal provisions concerning housing transfer are contained within the Housing Act 1985, Local Government Act 1988 and the Local Government and Housing Act 1989, and the guidance on these provisions are found in the Housing Transfer Manual and associated Government guidance.

5. Financial Implications

5.1 The budgetary implications of the Council being in a position where it is retaining or transferring the housing stock is detailed within the Draft offer document.
Members will receive further reports once the outcome of the tenant ballot is known.

6. Risk analysis and Implications
The risks associated with this report have been presented to Members as part of the Stock Options. (See background papers).

7. Implications for Staffing
The relevant legal provisions relating to staff who may be affected by the transfer proposal are set out in the Transfer of Undertakings (Protection of Employment) Regulations 1981. The implications for staffing are being considered by the Project and Shadow Boards and are contained within the Council's Transfer of Undertakings Protection of Employment protocol agreed with staff representatives who form a TUPE working group. An outline of the implications is also contained within the Draft offer document.

Implications for Sustainable Development
The implications of the transfer with regard to sustainable development are described within the Draft offer document.

Implications for Equal Opportunities
The implications of the transfer with regard to equal opportunities are described within the Draft offer document.

Implications for Community Safety
The implications of the transfer with regard to community safety are described within the Draft offer document.

Implications for Health Improvement
None directly from this report.

Implications for Property
Implications for property and the Council's assets are to be considered by the shadow board, project board and steering group of the stock transfer project in the transfer negotiation proceedings in the event of a positive ballot result.

7 Recommendations
7.1 The Council is invited to APPROVE the Stock Transfer Draft offer document for distribution to and consultation with tenants of the Borough Council.

8 Author and Contact Officer
Simon Favell Stock Transfer Project Manager

9 Consultees
Senior Management Team of the Council
Tenant Support Group
Stock Transfer Project Board
Wellingborough Homes Shadow Board
Members Seminars
All Employees within Housing Services.

10 Background Papers
Meeting of the Council 28th June 2005; item 10, Stock Options Appraisal.
DRAFT OFFER DOCUMENT

Formal Offer Document for consultation on the proposal to transfer the Council’s homes to Wellingborough Homes

Dear Tenant

PROPOSED TRANSFER OF YOUR HOME TO WELLINGBOROUGH HOMES

I am pleased to enclose the formal offer document for consultation on the Council’s proposals for the transfer of all its homes to Wellingborough Homes, a new independent not-for-profit organisation which has been set up with the help of the Council. This document explains the details.

We now want to give you the opportunity to consider the proposals for yourself. The Council will then consider carefully what tenants have said to us and whether this significantly affects the content of the proposal. If the Council then decides the proposal is sound it will proceed to a ballot and invite tenants to vote on the proposal for housing stock transfer. The transfer would only go ahead if more than half of those tenants who vote are in favour of the proposal.

The Council believes that the transfer would be the best way of providing tenants with good quality, well managed, well maintained homes at affordable rents in the future. This is because the Council believes that Wellingborough Homes would be able to carry out more repairs and improvements than the Council would be able to. Wellingborough Homes would also work with tenants to make improvements to the housing services and ensure long-term affordable rents.

Your views are important to us. You will find a reply form sent with this formal offer document for your comments and we hope you will use it. You can also use the form to request more information. Please return the form to reach us by midday on Friday 27 October 2006. If you are a joint tenant, each tenant in the household will have been sent a copy of this document because every secure and introductory Council Tenant would have the right to vote in a ballot.

THIS IS NOT THE BALLOT. At this stage the Council simply wants to hear tenants’ comments. We will consider them and send you a letter explaining any changes that result. We will then inform you of the outcome and let you have details of the process should the Council decide to go ahead with the ballot.

Over the next few weeks the Council will try to contact you in person at home to explain these proposals. If you wish to contact us, please use the Council’s Freephone helpline on 0800 035 0468, or call TPAS (your Independent Advisor) Freephone helpline: 0800 731 1315.

I look forward to hearing from you.

Yours sincerely

[Chief Executive]
Response form

Please note - this is not the ballot.

1. On the basis of the information that you have received so far, what are your views on the housing transfer proposal?

   . I am generally supportive of the transfer proposal
   
   . I am not generally supportive of the transfer proposal

   . I am not sure/need more information

2. Please use the space below to describe what you like or dislike about the housing transfer proposal and any views you have on how it could be improved. Please attach a separate sheet if you need more space.

   _______________________________________________________________

   _______________________________________________________________

   _______________________________________________________________

   _______________________________________________________________

   _______________________________________________________________

3. Name: __________________________________________________

   Address: __________________________________________________

   _____________________________________________________________

   _____________________________________________________________

   Telephone number: _________________________________________

Please return this reply to reach the Council by midday on 27 October 2006.

[NB: Freepost reply + e-mail]

Remember, this is not the ballot.
Information Request Form

If you would like someone to contact you to discuss the housing transfer proposal, or to answer any queries that you might have, please write your name, address and telephone number below:

Name: _________________________________________________

Address: _________________________________________________

_________________________________________________________________

_________________________________________________________________

Telephone number: _________________________________________

Email: _________________________________________
GLOSSARY OF TERMS

Allocations

This is the term used by social landlords to describe the process of identifying properties that are available for occupation and choosing who to let them to.

Assured Tenancy

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

Assured Tenants

If transfer went ahead, tenants who are currently with the Council as Secure Tenants would become Assured Tenants with Wellingborough Homes. As Assured Tenants, your rights would be partly protected by Acts of Parliament and partly be a legally binding contract with Wellingborough Homes (your new Tenancy Agreement). You would have the same key entitlement to security of tenure as a Council Secure Tenant.

Ballot

The process conventionally used on Stock Transfer to gauge the opinion of Tenants on the proposals, which would be a secret postal vote carried out by an independent organisation.

Board

This will be made up of 12 people (four tenants, four Council nominees and four independent members) who are referred to as "Board Members". They would make decisions about how Wellingborough Homes is run.

Budget

The amount of money an organisation estimates it would spend over a certain time period on a particular activity, usually one year.

Business Plan

A document, which sets out an organisation’s plans for its future operations and development. It helps the organisations boards to plan strategically and would be used by Wellingborough Homes to demonstrate to the Government, the Housing Corporation and to lenders that it has clear aims and objectives and sound development and finance strategies.
Capital Receipts

Money received from sales of capital assets. Mainly refers to sales of Council houses under the right to buy scheme.

Charitable Status

A Registered Social Landlord, which is a charity, has "charitable status". This means it does not have to pay certain taxes and so can use more money for its work.

Contract

A legally binding agreement between two or more parties.

Department for Communities and Local Government

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

Environmental Works

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

Financial Services Authority

The financial Services Authority (FSA) is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. It is the body that Industrial and Provident Societies must be registered with.

Housing Association

These are not-for-profit organisations registered with and regulated by the Housing Corporation. They primarily exist to own and manage affordable rented social housing. They are also known as Registered Social Landlords.

Housing Corporation

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

Improvements

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

Independent Tenant Advisor

An independent advisor to advise tenants on the process of stock transfer.

Industrial and Provident Society

An organisation conducting an activity for the benefit of the community and which is registered under the Industrial and Provident Societies Act 1965, and regulated by the Financial Services Authority.
Inflation

This is the average amount by which prices go up or down, calculated on the basis of the United Kingdom General Index of Retail Prices (All Items). If this Index is no longer published or the basis of calculation changes then Wellingborough Homes would choose another retail price index or index which reflects the changing value of money and would act reasonably in their choice.

Member

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

Not-for-profit

Any Registered Social Landlord, like Wellingborough Homes must be “not-for-profit”. This means that if it has any surplus income it must follow Housing Corporation guidelines and its own constitutional rules which state what it must use it for housing purposes.

Offer Document

This document which is being sent by the Council to all tenants for consultation on the proposal to transfer the Council's homes to Wellingborough Homes.

Preserved Right to Buy

If you have the right to buy your home as a secure tenant of the Council, you would continue to have this right with Wellingborough Homes. It means that tenants who transfer from the Council can still buy their home.

Registered Social Landlords

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

Rent Guarantee

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

Residents

All people who live in an area regardless of whether they are Council tenants, leaseholders, housing association tenants and owner-occupiers.

Right to Acquire (RTA)

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

Right to Buy (RTB)
Gives eligible council tenants the Right to Buy their homes with discounts. The Preserved Right to Buy is given to eligible council tenants whose homes transfer to a Registered Social Landlord.

**Right of Succession**

The right of tenants to pass on their home.

**Secure Tenancy**

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

**Service Charges**

The money tenants and leaseholders pay for services. In Wellingborough this only applies to heating in sheltered schemes.

**Shadow Board**

The group of people who would become the Board of Wellingborough Homes if transfer goes ahead.

**Sheltered Housing**

Housing for older people with some shared facilities that include Sheltered Housing Co-ordinators and other staff.

**Silver Standard**

The standard of homes that tenants have told the Council they would like to see. The Council cannot afford to meet this standard, but Wellingborough Homes would have the money to meet this standard if transfer goes ahead.

**Statute**


**Stock Condition Survey**

An independent survey of the condition of the Council's homes designed to tell the Council how much money needs to be spent to bring them up to the Silver Standard.

**Stock Transfer**

Transfer of the management and ownership of council’s housing stock to a not-for-profit transfer organisation.

**Supporting People**

Supporting People is a government policy and funding framework for delivering accommodation-based support to vulnerable people in different types of accommodation, including sheltered housing and across all tenures.
This applies to councils and Registered Social Landlords and is not connected with housing transfer. It came into effect from April 2003 and requires landlords to separately identify their accommodation and support costs.

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

**TPAS**

Your Independent Tenant Advisor. An independent organisation that advises and supports tenants on housing issues.

**Tenancy Agreement**

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

**Tenant Participation (Agreement)**

Agreements negotiated between tenant representatives and their landlord, aimed at getting tenants more involved in the decisions that affect their homes and communities. Tenants can get involved in decisions on planning, carrying out and monitoring housing policies and programmes and a wider range of local issues.

**Tenant Support Group**

A group which all tenants were invited to join, to represent tenants as a whole when working with the Council and its advisors to put together transfer proposal.

**Transfer Proposal**

This is the Council’s proposal to transfer the freehold ownership and management of all its homes to Wellingborough Homes.

**Wellingborough Homes Limited**

This is the name of the new landlord, set up with the help of the Council, which would own and manage the homes and carry out the repairs and improvements in the future if there is a yes vote in the ballot.
Part A: The Council’s housing transfer proposal

60 Second Summary

Part A includes useful information about why the Council is proposing transfer to Wellingborough Homes and the options the Council considered, as well as details about the benefits of housing transfer including improvements to homes and services and what staying with the Council would mean.

- The Council cannot continue to provide the same level of service as it does now. It could only spend £61.4 million on the homes in the next 5 years. This is around £7 million less than the minimum amount needed. Wellingborough Homes would be able to spend £94.2 million on the homes in the first five years and would invest £386 million in the homes over the next thirty years.

- The Council currently has to pay around £3.5 million from the rent money to the Government each year, about £14 per week per property. Wellingborough Homes would set rent in the same way as the Council but would keep all the rent money to spend on the homes and services.

- The valuation of the homes is based on a Government formula which takes into account the fact that Wellingborough Homes would have to spend a lot of money to improve the homes. Wellingborough Homes would borrow the money needed to buy the homes and carry out the improvements described in this document.

- Staying with the Council would mean,
  - the Council would continue to pay to Government £3.5 million per year from the rent
  - a limited programme of work to the homes
  - the Council would not meet the Government's basic Decent Homes Standard and there would be no increase in levels of service and no environmental improvements.

Part A also includes useful information on,

- the continuing role of the Council and Councillors after transfer
- how you can make comments about this proposal and where to get independent advice
- the timetable and the ballot.

What changes is the Council proposing?

The Council is proposing to transfer all its homes to a new not-for-profit local housing organisation called Wellingborough Homes. At the point of writing the Council owns 4621 homes.

What is Wellingborough Homes?

Wellingborough Homes is a new, not-for-profit independent housing organisation based in Wellingborough, which the Council has helped to set up. If the tenants are in favour of transfer, Wellingborough Homes would apply to become a Housing Association monitored and regulated by
the Housing Corporation. It would also plan to be a charity. For more information on Wellingborough Homes and the Housing Corporation, see Part I.

**Why is the Council asking you to consider this change?**

It has always been the Council’s aim to provide good quality, well-managed and well-maintained homes at a reasonable rent. The Council would like to maintain existing levels of services and if more money was available, provide a better service. However, due to financial constraints and the potential impact on other services, the Council does not have enough money to carry out the repairs and improvements needed to bring the homes up to the quality that tenants have said they want. The reasons why the Council does not have enough money are explained in this offer document.

The Council is required to meet the Government’s Decent Homes Standard. This is a standard introduced by the Government that requires all councils and housing associations to bring their homes up to a decent standard of repair and modernisation. This is only a minimum standard. In 2004, the Council commissioned an independent survey of the condition of its homes (called the Stock Condition Survey). This showed that to meet the Decent Homes Standard, as well as its legal requirements regarding the maintenance of its homes, the Council needs to spend over £68.4 million over the next 5 years. However, it can only spend £61.4 million. This includes the maximum borrowing that the Council can afford for housing purposes.

In addition, the Council knows that many tenants want a standard of repairs and improvements similar to that which the Council has been able to deliver in the past (which the Council calls the ‘Silver Standard’).

The Silver Standard includes other works that don’t count towards the Decent Homes Standard such as environmental improvements and community safety work that the Council needs to do. To do all of these extra works would push the cost to a total of £94.2 million in the next 5 years alone. If transfer does not go ahead, the Council will not be able to continue to provide this standard of repairs and improvements.

The Council has to pay substantial amounts of rent money to the Government - nearly £3.5 million this year. This presently equates to over £14 per week for every home. The money payable this year is also set to increase in years to come. This money, along with money from other councils, is paid into a Government fund and is shared by the Government between other councils to help them to repair their homes and run their housing services. Some councils gain from this process but others like Wellingborough lose out substantially.

Importantly, the financial rules for councils and Housing Associations are different. If the transfer goes ahead, Wellingborough Homes would become a Housing Association and would be responsible for managing your homes and for running the housing service. Unlike the Council, it would not have to pay any rent money to the Government each year and it could keep this money, over £3.5m each year, to invest in the housing service.

**What options were looked at?**

In 2004, the Council carried out a Housing Stock Options Appraisal to consider the future needs of the housing service in consultation with tenants, leaseholders and the Tenants’ Panel. This Appraisal looked at four available options for delivering not only the Decent Homes Standard, but also the higher Silver Standard that tenants have told us they want and considered reports from independent financial consultants. The Tenants’ Forum also commissioned an Independent Tenants’ Advisor, TPAS, to carry out consultation exercises with tenants about options available to the Council.
The options considered were:

- 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 sufficient 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 does not believe that PFI offers a long-term solution that would deliver the money needed for all its homes.

- Staying with the Council - with no increased investment in homes or services. The Council would not be able to continue to provide the same level of repairs and improvements it has previously provided. It would also be unable to carry out environmental improvements and additional works in accordance with tenants’ aspirations. The Council may also 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).

- Transfer - this is the transfer of ownership of all of the Council’s homes to a not-for-profit Housing Association. The new organisation 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.

Having fully examined all the 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 landlord, or staying under the ownership and management of the Council. Through a consultation exercise carried out in February 2006 tenants have told the Council that, if transfer was chosen as the way forward, they would prefer it to be to a new, independent local housing organisation established with the help of the Council, rather than a newly established organisation which would be part of an existing Housing Association group.

**What are the key benefits of transfer?**

- More improvements to homes. In the next five years Wellingborough Homes would aim to spend £94.2 million on repairs and improvements, the Council would only be able to spend £61.4 million.

- Wellingborough Homes is able to keep the £3.5 million of your rent money that is currently paid to the Government; this money will be spent on continuing and improving local housing services.

- Rents would be calculated by the same Government formula whether your landlord is the Council or Wellingborough Homes. In addition Wellingborough Homes would be able to give a 5 year guarantee that rents would not go up by more than the rate of inflation plus 0.5% plus £2.17 per week.

- The number of anti social behaviour officers would be increased.

- A budget of £2.3 million for environmental improvements and crime prevention measures to be spent over the next five years.

- Better quality fixtures and fittings would be provided in the homes and tenants would be given choices.

- Appointments would be made for repairs and the working hours for repairs staff and contractors extended.
• All sheltered schemes would be modernised and communal TV aerials upgraded to digital.

• The number of estate caretakers would be increased, including a gardener to look after the gardens of sheltered schemes.

• A continuing commitment to equal opportunities and encouraging and increasing tenant participation.

**Why can't the Council spend what is needed?**

There are a variety of reasons why the Council cannot do all the repairs and improvements that it would like. The table below sets out the main reasons why Wellingborough Homes can afford to carry out the plans in this offer document when the Council can't.

<table>
<thead>
<tr>
<th>Money paid to the Government</th>
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<tbody>
<tr>
<td><strong>The Council</strong></td>
<td><strong>Wellingborough Homes</strong></td>
</tr>
<tr>
<td>• On average £14 per week, per property, paid in rent is ‘clawed back’ by the Government under the Housing Subsidy rules.</td>
<td>• The claw back does not apply to Wellingborough Homes. Every penny in every £1 could be spent on the housing service and improvements to homes.</td>
</tr>
<tr>
<td>• This amounts to nearly £3.5 million of tenants’ rent paid this year to support council housing nationally, an amount set to increase in years to come.</td>
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<tr>
<td>• As a result, the Council may have to cut spending on housing services to balance the books. This means the Council service provided now would not be the same in the future.</td>
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**Borrowing**

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<th>The Council</th>
<th>Wellingborough Homes</th>
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<tr>
<td>• The Council can only borrow £20 million for housing, which is insufficient to meet the Decent Homes Standard or the higher Silver Standard.</td>
<td>• Being outside Government borrowing rules frees up resources to finance the loans needed to deliver the services and improvements which tenants have said they want. There would not be a need for rent increases to meet this borrowing.</td>
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**Income from Right to Buy Sales**

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<th>The Council</th>
<th>Wellingborough Homes</th>
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<tr>
<td>• By 2007/08, the Council would only be able to spend 25% of the money received from</td>
<td>• None of the money from Right to Buy Sales would have to be paid to</td>
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In addition, Wellingborough Homes would seek to benefit from savings on (VAT) for some of the work needed to homes that could amount to £18 million over the first 10 years following transfer. These savings would be shared with the Council and could be used to pay for further new homes and refurbishment works.

How is the value at which the Council's homes would transfer to Wellingborough Homes worked out?

The value at which the Council's homes would transfer to Wellingborough Homes is set by a Government formula and would take account of:

- the cost of meeting the Government's Decent Homes Standard
- the cost to meeting Wellingborough's Silver Standard
- the cost of maintaining homes at the Silver Standard in the future
- the likely rents payable by tenants over a 30 year period
- the cost of managing the homes over a 30 year period
- the fact that tenants keep their key tenancy rights and that the homes must be kept available for rent at affordable levels set by the Government.

This is a very different calculation to the open market value of the homes, or the valuation for the Right to Buy, and would enable Wellingborough Homes to carry out all the investment needed to meet the Decent Homes Standard and the Silver Standard.

How would the Council use the money from the transfer?

The Council is proposing transfer because it believes it is the best way of delivering the housing service in the future, not because it might gain financing from transfer. The Council is not free to spend all of the money arising from the transfer which is currently projected to be around £4 million. If transfer does go ahead the Council would have to meet the costs of transfer from this sum.

The Council would ensure that any money remaining after paying transfer costs would benefit the wider community, for example by meeting the housing needs of local residents, improving community facilities and encouraging more employment opportunities.

Where would Wellingborough Homes get the money from?

Wellingborough Homes would raise the money for the homes and housing service (including the improvements explained in this document) from:

- borrowing money from lenders such as banks and building societies. The loans would be repaid over 30 years and the cost of repaying them would be met by Wellingborough Homes,
• not having to pay a proportion of the rent money it receives to the Government - this amounts to nearly £3.5 million of tenants’ rent paid this year to support Council housing nationally (which is an amount set to increase in years to come), and

• right to buy sales – unlike the Council, none of this money has to be paid to the Government.

Economic impact of the transfer

Investment in the improvement of the homes and the environment if transfer goes ahead would generate significant private investment and benefits for the local economy. The additional work which will be undertaken by Wellingborough Homes will create local employment opportunities.

It would help to increase the quantity, quality and condition of homes, in particular tackling the barriers of developing affordable homes in rural areas and improving healthy living conditions. It would be Wellingborough Homes’ policy to offer employment opportunities to local people.

What would be the Council’s housing role after transfer?

If the transfer goes ahead, it is irreversible. The Council would no longer be your landlord, but would continue to work in close partnership with Wellingborough Homes.

The Council would monitor the performance of Wellingborough Homes to ensure it carries out the promises set out in this offer document. These promises would be the subject of a legally binding contract between the Council and Wellingborough Homes which the Council would use to ensure the promises in this document are kept.

The Council would also continue to have other important roles to play. The Council would:

• be responsible for assessing housing needs and conditions in Wellingborough,

• work with other housing providers to meet housing need, and work with home owners to improve housing conditions,

• Although no longer owning homes the Council continues to have a legal obligation to provide housing advice and assist homeless people, through nomination rights with Wellingborough Homes,

• continue to process Housing Benefit applications, including those from tenants of Wellingborough Homes.

The Council would continue to provide other services which include rubbish collection, environmental health, leisure and planning.

Would the role of Councillors change?

Although the Council would no longer be your landlord and would no longer run the housing service, you would still be able to ask Councillors to act on your behalf if you have problems with your homes just as you would now. Wellingborough Homes would establish a written protocol with Councillors which would provide them with dedicated contact points with Senior Officers of Wellingborough Homes so Councillors could continue to represent any concerns you may have. Although the role of Councillors would change, Wellingborough Homes have committed to dealing with complaints made through Councillors in the same way as the Council does now. It would also set out agreed processes and response times for dealing with Councillor complaints and queries raised through
correspondence, telephone and e-mail. In addition, the Council would nominate four Board Members onto the Management Board of Wellingborough Homes.

Wellingborough Homes would also have regular meetings with Council officers where problems and difficulties could be discussed and resolved and plans made for improvements in the future.

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

This would mean:

- a limited programme of major works, repairs and improvements over 5 years,
- the Council could not meet the Government's Decent Homes Standard,
- the Council could not carry out extra improvements contained within the Silver Standard that tenants have said they want,
- the Council would have a 'make do and mend' policy rather than improve tenants' homes,
- the Council would continue to have to pay a significant proportion of rental income and Right to Buy receipts back to the Government,
- no increase in existing levels of service – as the Council expects the Housing Service budget would remain at the current level,
- no environmental improvements.

**What is the timetable for consultation?**

The current plans are:

- Early autumn - your receipt of this offer document commences the period of formal consultation (called Stage 1). Council staff will take every opportunity to meet you to discuss the proposal. There will be meetings for tenants, home visits by staff, and a short DVD or video produced by the Council.

- The Council will then consider tenants' comments on the transfer proposal and in light of those comments will decide whether this proposal needs to be altered and whether to go ahead with the ballot of all the Council's secure and introductory tenants. If the Council decides not to go ahead with the ballot then the process stops and the transfer proposal goes no further.

- Late autumn - if the Council decides to go ahead you would be sent a letter called the Stage 2 letter. This would describe what changes, if any, 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 Department for Communities and Local Government.

- A confidential ballot would be organised late in the autumn by an independent organisation, Electoral Reform Services. Every secure and introductory tenant would have a vote, this means that joint tenants would each have a separate vote. Neither the Council nor Wellingborough Homes would know which way you have voted.
How have your views shaped this proposal?

The Council has used newsletters, drop-in sessions, roadshows and surveys to ensure that all tenants are aware of the transfer proposals and that they have had the opportunity to be actively involved. It has worked closely with the former Tenants’ Forum, the Tenants’ Support Group and TPAS, the Independent Tenants’ Advisor. The Council has listened to your suggestions about how to improve services and also recognised tenants’ concerns and possible objections so that they can be addressed within this proposal.

How the vote will work

The Council will only be able to carry on with the transfer if the majority of tenants who vote, vote ‘yes’ to this proposal.

Leaseholders and owners of shared ownership properties are being invited to give the Council their views on the proposed transfer too, but they would not have a formal vote.

If you do not use your vote it does not count for or against transfer to Wellingborough Homes, it just means that your view has not been heard. It is very important to make your views known by using your vote.

If there is a ‘yes’ vote, the Council would then ask the Government for consent before the transfer can take place.

Following a ‘yes’ vote and consent, the Council would proceed to transfer its homes to Wellingborough Homes. The transfer would be likely to happen in mid/late 2007.

Your right to comment

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

The Council will consider any comments tenants and leaseholders make on the proposal. There is a reply slip included in this document to help you make comments. Please send your comments in to reach the Council by midday on Friday 27 October 2006.

Where can you go for independent advice?

The Independent Tenants’ Advisor, TPAS, who has also provided a constructive input to the process.

The Tenants’ Forum appointed TPAS to provide free independent advice and information to all tenants and leaseholders throughout the transfer consultation. TPAS is a very experienced independent tenants’ advisor. If you are concerned about any aspect of the proposal and want independent advice you should contact TPAS by telephoning them on freephone 0800 731 1315. If your call is out of office hours please leave a message on the answerphone and they will return your call within one working day. Alternatively you can e-mail them with your query to stevenpalmer3@hotmail.com or text them at 07968 556 972.

See Part M for other people that you can contact.
Part B: The rent and other charges you would pay

60 Second Summary

Part B contains useful information about the Government’s rent policy for social housing, called rent restructuring. Under this policy the rent and service charges would be calculated in the same way with the Council or Wellingborough Homes and tenants would therefore be protected against high rent increases.

- In addition Wellingborough Homes is also giving you a legally binding 5 year “rent guarantee” which would mean that your rent would not go up by more than the rate of inflation plus 0.5 % plus £2.17 per week. While the Council has to follow the same Government policy as Wellingborough Homes it cannot give the same guarantee.

- Entitlement to claim housing benefit and Supporting People Grant would not be affected by the proposed transfer. Wellingborough Homes would work with the Council’s housing benefit team to promote housing benefit direct payments in the same way as it is paid now

- Service charges would not be affected by the proposed transfer. If you currently receive support services and the transfer goes ahead, then the services you receive would be delivered by Wellingborough Homes and would not be affected.

- Rent payment methods would be the same as they are now

What would happen to rents?

At the time of transfer, each tenant would pay the same rent to Wellingborough Homes as they were paying to the Council. As with the Council, the rent increases would be due in April of each year. If transfer goes ahead, the first rent increase by Wellingborough Homes would be in April 2008.

The Government's policy for rents is that:

- rents for social housing should remain affordable and well below rents set by private landlords,

- rents for social housing should be fairer and less confusing for tenants,

- there should be a closer link between the rents tenants pay and the quality, size and location of their homes, and

- there should be no significant difference between the rent set by councils and Housing Associations, like Wellingborough Homes, for the same or similar homes.

Under current Government policy, rents would be calculated in the same way whether the landlord is Wellingborough Homes or the Council.

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 local average earnings compared with the national average earnings.

The Government’s rent restructuring policy requires councils and Housing Associations, like Wellingborough Homes, to bring actual rents towards the target rents, and for target rents to be reached by 2012.
The Government's policy protects tenants from high rent rises, by restricting the maximum annual rent increase to inflation plus 0.5% plus £2.17 per week (over 48 weeks) until the target rent is reached.

Under current Government policy once the target rent has been reached, rent increases should not exceed inflation plus 0.5% per year.

**Wellingborough Homes’ rent guarantee**

In addition to the Government’s rent restructuring policy which limits the extent of rent rises, Wellingborough Homes is also giving you a contractually binding guarantee that for each of the five years following transfer, your rent would not go up each year by more than the rate of inflation plus 0.5% plus £2.17 per week. While the Council has to follow the same Government Policy as Wellingborough Homes, it could not give the same guarantee.

**What happens after the target rents have been reached?**

After target rents have been reached, Wellingborough Homes’s business plan is based on limiting annual rent increases to no more than inflation plus 0.5%, which follows current Government policy.

It would be Wellingborough Homes’ policy to keep all rents at affordable levels in accordance with Government policy, and the Housing Corporation, a Government appointed body set up to regulate and supervise all Registered Social Landlords, has powers to ensure that it does.

Remember, Wellingborough Homes would be a not-for-profit organisation which means that all of its income would have to be put back into its homes, repaying its loans and in providing services to tenants. Unlike the Council, Wellingborough Homes would not have to pay any of the rent it receives back to the Government.

**What about rent free weeks?**

Like the Council, Wellingborough Homes would collect rent over 48 weeks. So your four ‘rent free’ weeks would remain unaffected by transfer. As now, if you were in arrears you would be required to pay during those weeks.

**What about Housing Benefit?**

Transfer would not affect your entitlement to claim Housing Benefit or Supporting People Grant. Some service charges under current rules (apart from for communal lighting or for heating) are also covered by Housing Benefit, or by the Government’s Supporting People Grant. Housing Benefit applications would still be made to the Council.

Advice on Housing Benefit would be available at the Council’s offices and at Wellingborough Homes’ offices.

Wellingborough Homes would work with the Council’s Housing Benefit team to promote the option of Housing Benefit being paid directly to it in the same way as it is now with the Council and provide assistance to tenants to achieve this.
Supporting People

You may be receiving support services either because you live in specialist supported housing (such as a sheltered scheme) or through someone visiting you in your home (floating support). Support services may include general counselling and support in relation to:

- maintaining the security of your home,
- maintaining the safety of your home,
- maintaining your home in an appropriate condition,
- contact with others to ensure your welfare,
- other support services (excluding personal care)

If you currently receive support services, and the transfer goes ahead, the services you receive would not be affected by the transfer.

If you pay something towards the cost of support services, this would not change until the service charge is next reviewed, the same as it would be with the Council.

If you do not currently receive these services and require them in the future you would still be able to access the service as you can now. The Government requires that support services are reviewed on a regular basis and this is a requirement whether or not transfer goes ahead.

If you were a tenant of a sheltered home before the start of Supporting People in 2003 and currently have your support charge paid for by the Council, Wellingborough Homes would honour this guarantee and continue to pay the support charge for you.

What would happen to service charges?

Service charge arrangements would be the same as they are now with the Council.

At present, the only service charge is where tenants in sheltered accommodation pay the cost of heating as a service charge.

There would be no hidden service charges and no hidden increases. Wellingborough Homes would not introduce new services charges without consulting the tenants who would be affected.

What would happen to garages?

Where garages are let as part of the housing service, they would be managed by Wellingborough Homes. You would pay rent to Wellingborough Homes.

What methods could you use to pay your rent?

Wellingborough Homes plans to continue with all current methods available for paying your rent. These include:

- payment by post (cheques only)
- payment at cash offices
• payment at Post Offices
• Standing Order
• payment by phone
• payment by debit or credit card
• direct debit
• internet payments.

Wellingborough Homes would look at other ways in which tenants can pay their rent and like the Council, would provide you with a quarterly rent statement.

**What rents would new tenants pay?**

New tenants are people who are not currently secure or introductory tenants of the Council, and who move into a home for the first time after the date of any transfer. Wellingborough Homes would continue with current Council policy to charge all new tenants the target rent for their home from the start of their tenancy, plus any service charge that is applicable. It would then plan to limit increases to inflation plus 0.5% a year in line with Government policy on rents.

**What is Wellingborough Homes’ policy on rent arrears?**

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

Wellingborough Homes would personally contact tenants who are in arrears as soon as there is a problem and try to work out a sensible way for any arrears to be paid off, over time. Staff would be trained in arrears prevention and management, debt management, and benefits so they can give advice to tenants to help them avoid problems and support those households who are in difficulty.

Wellingborough Homes’ policies on rents and arrears would be clear and open so all tenants could understand what is expected of them. Wellingborough Homes would not use any of the additional grounds for eviction to evict transferring tenants which could be available under an assured tenancy. This is to make sure your rights to live in your home match as closely as possible those you have now with the Council.

As a last step, Wellingborough Homes, like the Council could take court action to end a tenancy. This would only normally be done when a tenant has not come to an agreement to pay off arrears without any good reason.

If the transfer goes ahead and the arrears transfer to Wellingborough Homes any tenant who owes rent to the Council, would then owe that rent to Wellingborough Homes (see Part L).
Part C: Continuing and improving local services

60 Second Summary

Part C contains useful information about how Wellingborough Homes would continue to provide the services that you like and improve services and also introduce new services.

- If the transfer goes ahead staff from the council's housing section would transfer to Wellingborough Homes.

- Wellingborough Homes would continue to:
  - Have an office in the town centre.
  - Provide tenants with information about the housing service.
  - Improve the environment to create better places to live.

- Wellingborough Homes would also:
  - Introduce a new handy person service to do small jobs.
  - Increase the number of estate caretakers.
  - Work closely with tenants to develop the housing service they want.
  - Have an appointments system for all repairs and provide faster response times.
  - Listen to tenants, deal with complaints and be committed to equal opportunities for all.

Who would provide the housing service?

Following transfer, staff from the housing management and repairs and maintenance sections of the Council would transfer from the Council to Wellingborough Homes. So you would continue to deal with people you know.

Wellingborough Homes would be committed to maintaining and improving the existing housing management services and would continue with the improvement plans put in place by the Council. Most importantly, Wellingborough Homes would continue to provide locally based services from offices within Wellingborough, ensuring that you have access to advice and assistance on:

- rents (see Part B),
- tenancy management and tenancy conditions including anti-social behaviour (see Part D),
- day to day repairs and improvements to your home (see Part E),
- sheltered housing (see Part F).
A continued and improved service

Wellingborough Homes would constantly try to improve its services. It would seek your views on the quality of the service it provides. Wellingborough Homes’ plans include building on the current service levels by:

- continuing with all current ways for tenants to pay their rent and looking at introducing new, more convenient, ways,
- continuing to provide tenants with quarterly rent statements and looking at ways of providing on demand statements,
- providing a dedicated telephone number and internet facility for reporting repairs,
- continuing to provide an office in the town centre, which is accessible and includes facilities for tenants to be seen confidentially,
- continuing to provide tenants with information about the housing service through a quarterly newsletter,
- accessible information describing all aspects of Wellingborough Homes’ services in a variety of different formats,
- ensuring that a close working relationship is maintained with the Council’s housing benefits service,
- providing training for all members of staff to ensure they are knowledgeable and approachable,
- providing a debt counselling service,
- introducing a new Housing Maintenance Handyperson service within 2 years of transfer, [primarily for vulnerable people,]
- increasing the number of estate caretakers to keep housing areas clean and tidy, remove fly tipping and graffiti and regularly inspect estates,
- working closely with you to develop the sort of housing service tenants want, tenants have already been involved in establishing future service standards,
- involving you in decisions on improvement programmes that affect you,
- regular visits to tenants by well informed staff,
- setting up area teams of officers naming the officers responsible for service delivery in each neighbourhood and area,
- carrying out ‘customer feedback surveys’ for tenants,
- making appointments for repair orders and extending the working hours for repairs staff and contractors,
- providing a faster response to repairs requests and reducing the timescales for non-urgent repairs,
• increasing the number of staff to tackle anti-social behaviour so that quicker action can be taken on nuisance and anti-social behaviour and continuing with the multi-agency approach which includes tenants and encompasses a basket of solutions for dealing with anti-social behaviour.

Maintaining the environment

Wellingborough Homes recognises that investing in the buildings where tenants live is not enough on its own. Both Wellingborough Homes and tenants would want homes to be in an environment that they can all be proud of. Wellingborough Homes would commit a budget of almost £2.3 million over the next 5 years working with local residents’ groups through tenants’ panels who would decide how the funding is spent. This would be used to pay for individual projects such as:

• communal fencing,
• landscaping,
• gates on alleyways,
• lighting,
• off street parking,
• crime prevention measures,
• demolition of redundant garage blocks,

as well as other schemes decided locally.

Wellingborough Homes would consult tenants on whether budgets for environmental works should be allocated to individual estates to be administered by the local community.

If transfer does not go ahead, the Council would not have a budget available to tackle this work.

Dealing with complaints

Wellingborough Homes recognises that complaints from tenants can be a valuable source of feedback on service delivery and would aim to deal with all complaints promptly. If Wellingborough Homes could not settle your complaint informally, you would be able to make a complaint through its published complaints procedure.

Wellingborough Homes would join the Independent Housing Ombudsman scheme. If you were still unhappy after going through the complaints procedure, you would be able to contact the Independent Housing Ombudsman. Wellingborough Homes could be ordered by the Independent Housing Ombudsman to take certain actions after investigating your complaint.

You would also be able to contact your local councillor or your MP in the same way as you can now.

Finding out what customers want

Wellingborough Homes would welcome any feedback it receives from tenants and leaseholders and would use it to make improvements to the service.
Wellingborough Homes would carry out surveys from time to time to find out how well you think it is doing in various areas of the service. These surveys may be through telephone interviews or postal questionnaires and reply slips returned on individual repairs.

**Wellingborough Homes is committed to equal opportunities for all**

Wellingborough Homes has adopted an Equal Opportunities Policy. This would be used to ensure equality in the delivery of services and equality of access and opportunity in employment. Wellingborough Homes would provide a customer focussed housing service, tailoring this to encourage equality and diversity to ensure all tenants can readily access the service irrespective of age, gender, race, religion and belief, disability or sexuality.

To make sure that this is achieved Wellingborough Homes would:

- ensure its offices and services are accessible by those with a disability,
- ensure that written information can be made available in large print, Braille, on audio tape or computer disk and in the major languages used by the population of Wellingborough,
- work closely with Black and Minority Ethnic (BME) communities to take into account their housing needs when developing services in the future,
- provide services for tenants who are hard of hearing and deaf including a British Sign Language interpreter if necessary,
- ensure tenants with English as a second language can access the services they need through an interpreter as required,
- work in partnership with the Council and other agencies to help ensure that homeless, vulnerable and excluded groups including younger residents, are able to access the accommodation and services they need,
- Wellingborough Homes would keep this policy under review and monitor and measure its performance in delivering its commitment to equal opportunity for all.
Part D:  Tackling anti-social behaviour and crime prevention

60 Second Summary

Part D contains useful information about how Wellingborough Homes would deal with anti social behaviour. Wellingborough Homes believes that all tenants have the right to live peacefully within their homes and would work in partnership with the police and other agencies to deal effectively with anti social behaviour, giving top priority to dealing with serious nuisance.

- Wellingborough Homes would have clear policies for dealing with Anti Social Behaviour. It would have a fully trained team to work with and support communities to tackle this problem. It would use the available legal powers including starter tenancies as well as providing practical advice, support and mediation services to tenants.

- Wellingborough Homes would:
  - increase the number of anti social behaviour officers,
  - give clear information and practical advice and offer appropriate support,
  - take timely and assertive action,
  - provide funding for environmental improvements and crime prevention measures.

Your right to a peaceful environment

Wellingborough Homes believes that all tenants have the right to live peacefully within their home and enjoy their surrounding area and will continue to work as part of the local crime and disorder partnership to tackle anti-social behaviour in all forms. No tenant should be expected to suffer from any form of harassment or anti-social behaviour whilst in their home or in the local area.

How would Wellingborough Homes deal with anti-social behaviour?

Wellingborough Homes would give a top priority to dealing with serious nuisance and anti-social behaviour. Wellingborough Homes would work in close partnership with the police, mediation service, neighbourhood wardens, youth offending teams, schools, the health service, drug action teams, social services and probation services and the Council to prevent and tackle anti-social behaviour affecting its tenants and leaseholders.

Wellingborough Homes would:

- increase the number of anti-social behaviour officers to work with and support communities to tackle problems as they arise,
- give clear information and practical advice on what tenants can do to help deal with anti-social behaviour and providing support to those who suffer anti-social behaviour or are to be a witness in Court,
- work with tenants, residents, residents’ groups and ward Councillors, the Council and police to identify local solutions to local problems, such as environmental improvements and physical enhancements to properties,
have clauses in the Tenancy Agreement to deal with anti-social behaviour, racial and other harassment, noise and nuisance (see clauses [to be added] of the proposed Tenancy Agreement as set out in Part L) and ensuring that all tenancy conditions and the potential consequences of breaching the conditions of the Tenancy Agreement are fully explained to new tenants before they move in,

use ‘starter’ tenancies so that new tenants are on probation for 12 months. This would help Wellingborough Homes to more easily evict tenants carrying out acts of anti-social behaviour or harassment,

take early and firm action against tenancy breaches which blight neighbourhoods or cause nuisance to others, such as noise, untidy gardens and car repairs (this list is just part of what is prohibited in your tenancy agreement),

provide access to independent mediation support in appropriate cases,

have clear, understandable anti-social behaviour policies,

encourage reporting of anti-social behaviour, with full support for victims and complainants,

take assertive action and use the effective legal powers to combat anti-social behaviour, such as asking Courts to evict tenants or seek Anti-Social Behaviour Orders, injunctions or demotion orders where anti-social tenants would lose some of the rights and privileges they would enjoy as assured tenants,

inspect housing estates on a regular basis to increase contact with local residents to help understand where and why problems occur and improving housing management services to encourage stable local communities,

assess the support needs of tenants and, where appropriate, making a referral to a Tenancy Support Service that helps vulnerable tenants establish and keep their tenancies,

work with the police and others to reduce burglary and to increase people’s security in their homes and the area they live,

work with youth and education agencies to prevent youth crime and anti-social behaviour rather than just dealing with it when it happens,

find out the causes of anti-social behaviour and aim to deal with those causes,

work with the Council to support tenants’ associations that wish to establish Neighbourhood Watch schemes,

monitor anti-social behaviour, and

work with the Council to take account of the needs of the community as well as the individual when letting new homes.

What additional crime prevention measures would Wellingborough Homes carry out?

Wellingborough Homes would carry out security improvements to homes and estates on recommendation from the police and in consultation with tenants. See Part E for more details on improvements and repairs to your home.
• A budget would be available for environmental improvements and community safety issues, such as fencing, street lighting and gating alley ways.
Part E: Improving and repairing your home

60 Second summary

Part E includes useful information about repairs and improvements to your home. The Council cannot meet and maintain the Government's basic Decent Homes Standard but Wellingborough Homes would meet this and the higher Silver Standard which tenants have said they want while charging the same rent as the Council would charge.

- In the first five years after transfer Wellingborough Homes would aim to spend £94.2 million on the homes. The Council would have around £61.4 million to spend in the same period.
- Wellingborough Homes would be able to provide better quality fixtures and fittings with real choice for tenants and would work with local communities to improve the environment and estates, creating better places to live.
- Wellingborough Homes would improve the repairs service to make it easier to report repairs that need doing and aim to complete them more quickly.
- Contractors carrying out improvement and repair works would continue, as now, be selected through competitive tender based on quality and price.

MAJOR WORKS AND IMPROVEMENTS

Homes to better standards

Government rules say that all council and housing association homes in England must be brought up to the Decent Homes Standard. Through consultation carried out in 2004, tenants in Wellingborough told the Council they want homes brought up to a higher standard than this. This standard is known as the 'Silver Standard'. As well as works to the properties themselves, tenants are also concerned about the condition, security and layout of estates.

Wellingborough Homes would be able to improve your homes and estates in accordance with the Silver Standard – described in the following table. The Council would not have enough money to be able to achieve this standard.

Within the first 5 years, if transfer goes ahead Wellingborough Homes would aim to spend £94.2 million on repairs and improvements to bring homes up to the Silver Standard whereas within the same timeframe the Council expects it would only be able to spend £61.4 million.

Wellingborough Homes would provide more than the basic Decent Homes Standard to meet the Silver Standard. Set out below is a comparison between what improvements the Council expects it could do and what standard Wellingborough Homes would aim to do in the first 5 years of transfer. The package of works each home would receive would depend on its current condition.

<table>
<thead>
<tr>
<th>Estimated maintenance and improvements in the first 5 years</th>
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<tbody>
<tr>
<td>Kitchens</td>
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<tr>
<td>The Council</td>
</tr>
<tr>
<td>The Council would only be able to replace 700 kitchens of a lower standard and quality than</td>
</tr>
</tbody>
</table>
Wellingborough Homes could deliver. Even though the Council have offered choices in the past, if transfer does not go ahead tenants' choice will be strictly limited and there would be no extras.

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
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</thead>
<tbody>
<tr>
<td>The Council would replace around 1,500 bathrooms of a lower standard and quality than Wellingborough Homes could deliver. This could mean the separate replacement of elements for wash hand basins, toilets or baths.</td>
<td>Tenants would be consulted at the planning stage of their kitchen and the kitchen will be designed to suit their existing white goods.</td>
</tr>
<tr>
<td>No showers would be fitted.</td>
<td>Tenants would have a:</td>
</tr>
<tr>
<td>[Even though the Council have offered choices in the past, if transfer does not go ahead, tenant choice will be strictly limited.</td>
<td>- choice of flooring and wall tiling</td>
</tr>
<tr>
<td></td>
<td>- choice of style of kitchen units</td>
</tr>
<tr>
<td></td>
<td>- choice of colour finishes to unit doors</td>
</tr>
<tr>
<td></td>
<td>- choice of knobs or handles</td>
</tr>
<tr>
<td></td>
<td>- choice of colour of worktops</td>
</tr>
<tr>
<td></td>
<td>- choice of taps</td>
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<tr>
<td></td>
<td>- more wall and base units than required by the Decent Homes Standard</td>
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<tr>
<td></td>
<td>- where applicable, extractor fan and extra electrical sockets would be supplied.</td>
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</table>

### Bathrooms

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
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<tbody>
<tr>
<td>The Council would replace around 1,500 bathrooms of a lower standard and quality than Wellingborough Homes could deliver. This could mean the separate replacement of elements for wash hand basins, toilets or baths.</td>
<td>Around 1,500 high quality bathrooms would be fitted.</td>
</tr>
<tr>
<td>No showers would be fitted.</td>
<td>Tenants involved would be consulted at the planning stage of the Bathroom refurbishment works,</td>
</tr>
<tr>
<td>[Even though the Council have offered choices in the past, if transfer does not go ahead, tenant choice will be strictly limited.</td>
<td>Each tenant involved would have a choice of:</td>
</tr>
<tr>
<td></td>
<td>- overbath electric showers or level access shower cubicles as appropriate</td>
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<tr>
<td></td>
<td>- colour of vinyl flooring</td>
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<tr>
<td></td>
<td>- additional wall tiles and redecoration</td>
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<tr>
<td></td>
<td>Humidistat extractor fans will be installed where none are fitted.</td>
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</tbody>
</table>

### External doors

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
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</thead>
<tbody>
<tr>
<td>The Council's survey has identified over 4,200 external doors requiring replacement, but could</td>
<td>Over 4,200 new external doors would be</td>
</tr>
</tbody>
</table>
only afford to replace 2,200 which would mean 2,000 doors would be repaired instead of being replaced.

Those doors that were fitted would be PVC-u double glazed and of a high security design.

| doors fitted would be PVC-u double glazed and of a high security design. |

Tenants would have a choice of pattern for the front door, which would meet British Standards Institute to PAS23 & PAS24 for durability and security.

Fencing and gates

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
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</thead>
<tbody>
<tr>
<td>Could only afford to spend around £0.5m on fences and gates and would not be able to provide replacements for all those properties identified as needing them.</td>
<td>Would be able to spend over £0.8m on replacing and improving fences and gates for all properties identified as needing them.</td>
</tr>
</tbody>
</table>

Improvements to sheltered schemes

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
</table>
| Would not be able to refurbish all the sheltered schemes and some schemes would therefore be left unmodernised. | Wellingborough Homes would modernise all existing sheltered schemes. This would include (where appropriate and subject to consultation with tenants):

- improved security and communal facilities, such as lounges, laundries and communal bathrooms
- conversion of bedsit flats within sheltered schemes to create one bedroom flats.
- Provision of bathing and toilet facilities within each flat
- Provision of separate kitchen within each flat
- Upgrading communal TV aerials to receive digital TV |

Environmental improvements

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough</th>
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<tbody>
<tr>
<td>Would not be able to carry out any environmental improvements.</td>
<td>Wellingborough Homes would commit a new budget of almost £2.3m over the next 5 years, working with local residents' groups through tenants' panels who would decide how the funding is spent. This would be used to pay for</td>
</tr>
</tbody>
</table>
individual projects such as:

- communal fencing
- landscaping
- gates on alleyways
- lighting
- off street parking
- crime prevention measures
- demolition of redundant garage blocks
- other schemes decided locally.

### Electrical systems

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
</table>
| The Council would not be able to provide improvements over and above the basic Decent Homes Standard. No extra electrical sockets, additional extractor fans and hard wired smoke detectors would be provided. | All new rewiring would be to a high standard and include:
- 2 hard wired smoke detectors
- additional electrical sockets
- extractor fans to kitchens and bathrooms, if not yet installed. |

### Security

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Would be able to replace less external doors and spend less on fencing and gates (see above). Would not be able to replace external communal doors to flats – so existing doors would have to be repaired. Would not carry out environmental improvements.</td>
<td>Would replace 4,200 external doors and spend over £0.8m on fencing and gates (see above). Would replace external communal entrance doors to flats where necessary and fit new communal doors where flats don't have them at present. Would carry out a range of environmental improvements building in security and crime prevention measures.</td>
</tr>
</tbody>
</table>

### Flats

<table>
<thead>
<tr>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Would not be able to upgrade communal TV</td>
<td>Would upgrade communal TV aerials to receive</td>
</tr>
</tbody>
</table>
aerials to receive digital TV.
Would not be able to replace external communal doors to flats – so existing doors would have to be repaired.
digital TV.
Would replace external communal doors to flats where necessary.

<table>
<thead>
<tr>
<th>Garages</th>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Would only be able to spend £0.25 million on repairing garages and hard-standings.</td>
<td>Would spend £1 million on garages and hard-standings.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Heating</th>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Would replace central heating systems.</td>
<td>Would replace central heating systems.</td>
<td></td>
</tr>
</tbody>
</table>

After the first 5 years, works to homes would carry on, making sure that tenants' homes meet, and exceed the government's Decent Home Standard. Wellingborough Homes has budgeted to carry out the full programme work works identified in the Stock Condition Survey. This showed a further £292 million needed to be spent, making a total in the region of £386 million over the full 30 years of the planned repairs and modernisation programme. This would include replacing major components such as central heating systems, windows, external doors, kitchens and bathrooms as they wear out, as well as upgrading or renewing roofs.

**Making your estates pleasant, attractive and safe places to live**

We know from tenants' surveys how important estate improvements are to you. At present the Council does not have a budget for things like fences and better parking provision. Wellingborough Homes would have a dedicated budget to spend on environmental improvements.

To ensure that money is spent wisely Wellingborough Homes would consult with tenants and tenants' groups to establish a list of priorities for each estate.

The improvements that would be provided for each estate would include:

- improved estate car parking,
- fencing, walls and railings around communal blocks,
- improved external lighting and security lighting,
- repairs to walkways, pathways and other hard landscaping.
- enhancing the landscaping features around the homes,
- reviewing the use of and improving communal drying areas,
- reviewing the use of underused garage sites and rationalising their provision,
• improved street and block signs,
• improved rubbish storage and disposal systems.

Will tenants be consulted about work to their homes?

Yes. Wellingborough Homes would consult all tenants individually on improvement works to their homes including where there are special needs or cultural requirements.

You would usually be able to choose whether you want to have the work done, unless there are health and safety issues involved or it is work to the outside of your home which is required to repair your neighbours’ home. If, for example, you have installed your own kitchen or bathroom and you do not want to change it, you would not be pressured into having the work done unless health and safety reasons exist.

Will you pay extra for these improvement works?

No. There would be no extra charge for any of these programmed improvements over and above the planned annual rent increases.

Who would do the improvement works?

Wellingborough Homes would tender the works to selected Contractors who have expertise in the field being tendered. Contractors will be chosen on price and quality. Tenants will be involved in the selection of Contractors.

What are Wellingborough Homes’ plans for the repairs service?

If transfer goes ahead Wellingborough Homes would plan to:

• offer timed appointments through a new appointments system for all non-emergency repairs where access is required,
• complete repairs more quickly to the tenants’ satisfaction,
• introduce a new Housing Maintenance Handyperson’s scheme within 2 years of transfer to undertake small jobs,
• continue a 24 hour repairs reporting helpline and more ways for you to report repairs directly, for example, through the internet or by e-mail,
• introduce a scheme to carry out repairs outside normal working hours,
• continue to provide a 24 hour emergency service 365 days a year.

Planned maintenance

Programmes of planned maintenance works would be carried out to help ensure your home is well maintained through a commitment to:

• service all gas appliances each year through an appointments system,
• decorate internal communal areas in sheltered schemes and blocks of flats on a cyclical maintenance programme,

• within communal areas, maintain lifts, fire and smoke alarms, fire safety equipment and emergency lighting, inspect water storage vessels with respect to legionella bacteria and carrying out fire safety inspections,

• continue with an annual programme for external painting to the properties on a regular programme,

• continue to undertake the decoration scheme for older tenants.
Part F: Services for older people and the sheltered housing service

60 Second Summary

Part F contains useful information about how Wellingborough Homes would provide and improve services for older people and those living in sheltered housing.

- Wellingborough Homes recognises the importance of providing services for older people and would continue to provide the full range of services for older people that the Council currently provides. Staff who work for the Council housing service would transfer to Wellingborough Homes including the sheltered housing co-ordinators and the 24 hour call care alarm monitoring service.

- Wellingborough Homes would introduce a range of services for older and disabled tenants including,
  - better security measures including lighting, better fencing, door entry systems spy holes etc,
  - a new handy person service to do those small repair jobs.

- Sheltered housing tenants would benefit from,
  - upgrading of communal television aerials,
  - refurbished communal lounges and corridors,
  - bathrooms with level access showers,
  - a full range of tenants’ choice,
  - storage and recharging facilities for electric mobility buggies.

- Service charges would continue as now with no new service charges being introduced, without consultation with tenants affected.

- Entitlement to claim housing benefit and supporting people grant would not be affected by the proposed transfer. Wellingborough Homes would underwrite the Supporting people charge for eligible people who were tenants when the charge was introduced.

Services for older people

A transfer to Wellingborough 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 tenants, so that they can enjoy their independence in their own home or, for those who wish, in sheltered accommodation.

A considerable number, over 50%, of the Council’s tenants are older people. 310 of the Council’s homes are reserved for older people. Many other homes are occupied by older people. So Wellingborough Homes recognises how important it is to develop a wider range of services for older tenants.

If the transfer goes ahead Wellingborough Homes would continue to provide housing services for older people currently provided by the Council. This would include:
• providing a team of co-ordinators for all of the sheltered housing schemes. Daily contact with
sheltered scheme residents would therefore be maintained. The sheltered housing co-ordinators
who are currently employed by the Council would transfer to Wellingborough Homes, so you
would still deal with the people you know,

• continuing to provide the reassurance of the centrally controlled 24 hour call care service for all
sheltered housing tenants,

• eligibility for concessionary TV licence would not be affected,

• underwriting the supporting people charge for people who were tenants when the charge was
introduced,

• continuing to give tenants a choice of a replacement bath or shower, when bathroom
replacement programmes are carried out,

• continuing to provide a decorating scheme for older tenants,

• continue to support disabled tenants to remain in their homes through suitable adaptations.

Wellingborough Homes would work with Social Services and health professionals to help ensure the
provision of care to those tenants who need it.

The Council currently reserve sheltered housing schemes for residents over the age of 60, and
Wellingborough Homes would adopt the same policy. Wellingborough Homes would keep this age
limit and the eligibility for services offered to older tenants under review.

Service improvements for older people

Wellingborough Homes would introduce a range of services for older and disabled tenants. If you are
older or disabled, you would benefit from these services whether or not you live in supported
housing.

These improvements would include:

• Security measures – a number of security measures and community safety improvements would
be delivered. These could include security lighting, better fencing, door entry systems, spy holes
and window locks. Wellingborough Homes would also work closely with other agencies such as
the police, victim support and health professionals to ensure a co-ordinated and effective
approach to community safety for all its tenants.

• Handyperson service - many older and vulnerable tenants, in particular, have told us that they
would like help with small jobs around the home that are their responsibility, for example
replacing tap washers, changing light bulbs etc. In response to this Wellingborough Homes would
set up a Handyperson service. A small charge would be made for jobs that are not
Wellingborough Home's responsibility.

Service improvements for sheltered housing tenants

The Council believes sheltered housing is a very important service for older and vulnerable people.
Wellingborough Homes would not only maintain existing services but seeks to improve them with
new investment. These improvements would enable older people to live independently in their own
homes for as long as possible.
When improvements are carried out to sheltered housing schemes Wellingborough Homes would seek sheltered tenants’ views on the level and type of improvements required. Every tenant’s situation would be considered and improvements designed to meet individual needs where appropriate. If it is not convenient to carry out work because, say, a tenant is ill, Wellingborough Homes would try to reach an agreement with you that meets your situation at the time.

The improvement works would be tailored to meet the needs of each sheltered scheme and are likely to include:

- upgrading existing communal TV aerial systems to comply with modern technology including digital and satellite services,
- a programme of improvements to provide modern communal facilities including well lit and decorated lounges and corridors,
- full range of tenants choice in improving all sheltered homes to one bed self contained flats. Tenants will also be able to choose from a range of new carpet and curtains,
- provision of bathrooms to include level access showers,
- storage and recharging facilities for electric buggies,
- providing a communal gardening service for sheltered housing schemes.

The Council would not be able to carry out improvements to all the sheltered schemes.

**See Part E for more details on improvement and repairs to your home.**

**How would services be paid for?**

After transfer, sheltered housing tenants would continue to pay their rent, as they do now, with a separate charge for heating. Sheltered housing tenants’ entitlement to claim Housing Benefit would not be affected by transfer.

Existing service charges may, under current Government rules, also be covered by Housing Benefit, or by the Government’s Supporting People benefit. Housing Benefit applications would still be made to the Council. Sheltered Scheme co-ordinator and alarm services would, as now, be covered by the Supporting People arrangements.

Like the Council, Wellingborough Homes would be subject to the Government’s Supporting People Grant rules and if the Government makes changes to the Supporting People Grant, then Wellingborough Homes would have to review its policies accordingly.
Part G: Involving you in running the service

60 Second Summary

Part G includes useful information about how you could be involved in running the service. Wellingborough Homes is committed to real tenant involvement and would work towards improving the existing Tenant Participation agreement made between tenants and the Council.

- Wellingborough Homes would be a tenant focussed organisation committed to genuinely involving you in the running of the housing service.

- Wellingborough Homes wants tenants to be at the heart of things and would actively encourage their involvement by being accessible and providing resources, information, training and support to tenants who wish to get involved at a level and in a way that best suits them individually.

- Wellingborough Homes would encourage tenants and tenant groups to become actively involved in monitoring its performance through joint estate inspections with tenants and providing regular performance information to help to continuously improve the quality of services.

- Tenants would be fully consulted about improvements to their homes and Wellingborough Homes would be committed to equal opportunity for all.

What is Wellingborough Homes’ policy on involving tenants?

Wellingborough Homes would be a tenant-focused organisation committed to genuinely involving you in the running of the housing service. It would support tenants to become involved by aiming to:

- provide a friendly, efficient and responsive service that reflects tenants’ requirements,

- ensure tenants can share in its decisions, for example, through tenant representative structures, membership and Tenant Board Members,

- help make tenants’ groups become more representative,

- publish good quality information about services and proposals,

- actively seek tenants’ views and encourage participation including younger tenants and under represented groups,

- include a budget in its business plan for tenant participation,

- involve tenants in the selection of contractors,

- involve tenants in performance monitoring, and

- enable tenants to play a full part in developing the housing service and standards.

The Tenant Participation Agreement

The Council has an agreement (compact) with tenants about how they want to be informed, consulted and involved in developing the housing service. Wellingborough Homes would honour the
principles and standards for tenant participation that have been negotiated between the Council and its tenants and would aim to review and improve upon this agreement as soon as possible after transfer.

**Existing Involvement**

This offer document already reflects tenants’ aspirations on the level of repairs and improvements and service standards which have been developed with tenants through drop in sessions open to all tenants, the Tenants Support Group, postal surveys and visits.

**Providing information on involvement**

Wellingborough Homes would be active in publicising its activities and the ways in which you could get involved. It would work to develop ways of measuring and monitoring resident satisfaction with services, for example through questionnaires and exit surveys, the results of which would be publicised together with what Wellingborough Homes intends to do in response. In addition, Wellingborough Homes would provide information about tenant involvement and local tenant groups at the start of each tenancy and produce a new updated tenants’ handbook setting out the services available and the main contact points. This would also give you more information about your tenancy and the policies Wellingborough Homes has signed up to.

**How could you get involved in Wellingborough Homes?**

There would be a wide range of ways in which you could become involved:

- participating in your local tenants’ group to become involved in your local housing service and community issues,
- joining the tenants’ support group or joining a working group which might be formed to deal with one-off issues such as developing a new service,
- being available to be consulted by Wellingborough Homes on policy and service issues through focus groups, telephone surveys and questionnaires,
- applying to become a member of Wellingborough Homes All tenants would be entitled to apply to become a member,
- being elected as a Board Member of Wellingborough Homes.

**Monitoring the quality of service**

Wellingborough Homes would carry out regular customer satisfaction surveys to make sure that the service is meeting your needs. It would take account of the results of these surveys to improve and develop the service and it would publish findings to ensure you know what levels of service are being provided.

Wellingborough Homes would encourage tenants’ groups and the Tenants’ Support Group to become involved in monitoring its performance through joint estate inspections with tenants and the regular provision of performance statistics. It would also produce other information, for example newsletters, to these groups and an annual report to all tenants.
Consulting you about improvements to your homes and area

You would have the opportunity to make choices about work to be done in your home and to help decide how money should be spent on environmental improvements in your area. Wellingborough Homes would be fully committed to thorough consultation with tenants before the major repairs and improvements programme described in Part E began so that tenants can help shape the priorities for their estate or area. For details of how Wellingborough Homes would do this see Part E of this Offer Document.
Part H: Your rights

60 Second Summary

Part H includes useful information about your tenancy rights. As an assured tenant of Wellingborough Homes your key tenancy rights would be protected and would be very similar to your tenancy rights as a Secure Council tenant.

- Transferring tenants would still have the right to buy with discount and the right to succession and would only lose one tenancy right – the right to manage. Wellingborough Homes would match this with a similar scheme.

- Tenants would still be able to sublet their homes with permission as now and take in lodgers and could still enter into mutual exchanges and transfers as they can with the Council.

- Tenants would still have security of tenure and Wellingborough Homes would only be able to evict tenants with a court order in the same way as the Council.

How would your rights be affected if the transfer goes ahead?

Your key rights as a tenant of Wellingborough Homes would be protected and be very similar to your rights as a Council tenant.

Most Council tenants are secure tenants and with Wellingborough Homes you would become an assured tenant.

If you have, within the last year, been given a tenancy for the first time, you are an introductory tenant. People who are introductory tenants on the date that the transfer takes place would also become assured tenants, providing legal action is not being taken against them by the Council at that time.

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

Because the rights of an assured tenant can be less than for a council secure tenant, Wellingborough Homes has agreed to extend your rights to match your existing Council tenancy rights. This extension is in the contract between you and Wellingborough Homes (see the proposed Tenancy Agreement in Part L) and not imposed by Acts of Parliament.

How would your rights compare?

Your key rights as a transferring tenant of Wellingborough Homes would be protected and be very similar to your rights as a Council tenant.

<table>
<thead>
<tr>
<th>Rights</th>
<th>The Council</th>
<th>Wellingborough Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Right to live in your home without the threat of being evicted</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>once you cease to be an introductory tenant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rights</td>
<td>The Council</td>
<td>Wellingborough Homes</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>-------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>The Right to Buy your home with a discount</td>
<td>Yes*</td>
<td>Yes (called the Preserved Right to Buy)</td>
</tr>
<tr>
<td>The Right to Acquire (see page[ ])</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to pass on your home when you die (succession)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to pass on your home when you die, even if you have already succeeded to a tenancy with the Council (additional succession)</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>(See below for more details)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Right to transfer and exchange your home</td>
<td>Yes*</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to sub-let part of your home or take in lodgers</td>
<td>Yes*</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to Repair</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to carry out improvements and receive compensation</td>
<td>Yes*</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to be consulted about housing management</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to information about the management of your home</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>The Right to manage</td>
<td>Yes</td>
<td>No – but see below</td>
</tr>
<tr>
<td>The Right to refuse changes to your Tenancy Agreement (except for rent and service charges) without your consent</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* those rights are not available while tenants have introductory tenancies

**What rights would you lose?**

The only right you would not have (because it does not apply to Housing Associations) is the statutory right to manage (which allows tenants to set up a Tenant Management Organisation, subject to certain rules). Although this right has been in existence for many years the Council has never had a request to set up a Tenant Management Organisation.

Although you would not keep this right by law, Wellingborough Homes would be firmly committed to working with tenants to achieve greater tenant involvement, such as through the Tenant Participation Agreement, and would help tenants who wish to become more involved in the management of their homes.
How would your rights be protected?

If the transfer takes place, you would be asked to sign a new Tenancy Agreement (see the proposed Tenancy Agreement in Part L). Your rights in that agreement cannot be changed without your permission once you and Wellingborough Homes have signed the Tenancy Agreement. This provides a greater protection against change to the agreement than exists with the Council. The only things that can change without your permission are the annual rent and service charges although these changes are limited by the five year rent guarantee and the Government’s current rent policy (see Part B for further details).

The Tenants’ Support Group and the Independent Tenants’ Advisor were extensively consulted in drawing up the new Tenancy Agreement.

Would you still be able to buy your home?

If you are a transferring tenant and have the Right to Buy your home with the Council, you would keep that right after the transfer. This is known as the ‘Preserved Right to Buy’.

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

Introductory tenants do not have a Right to Buy with the Council but Wellingborough Homes has agreed to give transferring Introductory tenants a contractual Right to Buy (in the tenancy agreement) on the same terms as the Preserved Right to Buy.

Some homes are currently excluded from the Right to Buy and this would continue to be the case with Wellingborough Homes.

New tenants housed by Wellingborough Homes after the date of transfer would not have the Preserved Right to Buy. They would, however, have the Right to Acquire subject to certain conditions (see below).

What happens to discounts?

Transfer would not affect your eligibility for discount on the purchase of your home subject to the cost floor. Any discount you have built up would transfer with you and would continue to grow while you are a tenant of Wellingborough Homes.

What is the maximum discount?

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 formula set by Government. 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 £24,000. Under current rules, the same limit, set by Government, would apply if you transfer to Wellingborough Homes and use your Preserved Right to Buy.
Cost floor rule

As with the Right to Buy, there would be a minimum price that you would have to pay to buy your home with the preserved Right to Buy. This is known as 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.

Government rules on the cost floor mean that you could not buy your home for less than it cost Wellingborough Homes to buy it from the Council and then repair and improve it.

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.

It 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 a ten-year period before you buy your home.

The two main differences are as follows:

- Wellingborough 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 Wellingborough Homes would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.

- Wellingborough 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 E) 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 payable to the Council for the homes).

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 will have little or no effect.

The right to acquire

Tenants of Wellingborough Homes (including existing tenants transferring from the Council) would gain an additional right to be able to buy their home under the Right to Acquire scheme as long as certain criteria are met. This scheme is based on a grant rather than a discount and is usually less generous than the Preserved Right to Buy scheme. You would apply by contacting Wellingborough Homes.

The maximum grant for homes in Wellingborough is currently £9,000. You cannot combine both the Right to Acquire and the Right to Buy.

Would you still be able to pass on your home?

Wellingborough Homes’ tenancy agreement allows the same people to take over the tenancy (when a tenant dies) as under a Council secure tenancy. As with the Council, your home can only be passed on once, other than in exceptional circumstances.
**Additional right**

Wellingborough Homes’ Tenancy Agreement would ignore any previous successions to the tenancy with the Council. This means that if the transfer goes ahead, all tenants would start again with a right of succession, even if they have already used their right of succession when they were tenants with the Council.

So, if for example, you succeeded to a sole tenancy from a joint tenancy on the death of your partner this would be disregarded. This would then allow a son, daughter or other close relative living with you at the time of your death, subject to certain rules and provided there was no under-occupancy, to take on your tenancy. You would not have this right if you remained a tenant of the Council.

**What about transfers or exchanges?**

Wellingborough Homes would aim to make best use of its housing by assisting with tenant transfers and exchanges both within its homes and with other landlords.

If you transfer to another property owned by Wellingborough Homes you would keep all your rights including the Preserved Right to Buy with discounts (provided it applies to the new property).

In addition to retaining the Right to Exchange your home with another tenant, Wellingborough Homes would participate in HOMES (the Housing Organisations Mobility and Exchange Scheme) and the ‘MoveUK’ mobility and home exchange scheme (when it replaces HOMES) that helps people to move to council or Registered Social Landlords homes outside Wellingborough.

**Would you still be able to take in lodgers and sublet part of your home?**

Yes. You would be in the same position with Wellingborough Homes as a secure tenant of the Council. You would be able to sublet part of your home, with Wellingborough Homes’ permission, or take in lodgers.

**Would Wellingborough Homes have more rights to obtain possession of transferring tenants’ homes?**

Wellingborough Homes would not use any of the additional grounds for eviction which could be available under an assured tenancy. This is to make sure your rights to live in your home match as closely as possible those you have now with the Council. For further details, see the proposed Tenancy Agreement in Part L.

**Would you still have a right to have repairs carried out?**

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

As with the Council you have the right to compensation if that contractor also fails to do the repairs within a set time limit.

**Would I still be able to keep my pet?**

Yes, provided that you keep to the terms of the Tenancy Agreement (see the proposed Tenancy Agreement in Part L).
Would Wellingborough Homes consult you in the same way as the Council?

Yes. Wellingborough Homes would consult with and provide the information to its tenants as if they were secure tenants. This is one of the terms in the tenancy agreement (see the proposed Tenancy Agreement in Part L).

Wellingborough Homes would aim to improve the ways tenants are involved in the running of the service.

What about new tenants coming in after transfer?

Wellingborough Homes would initially grant people who become tenants after the transfer a ‘starter tenancy’ for their first twelve months as a new tenant. This is similar to the introductory tenancy that new tenants are given for the first year of being a Council tenant. A starter tenancy would give fewer rights and less security of tenure than Wellingborough Homes’ full assured tenancy for the first twelve months.

The starter tenancy is an added measure to deal with anti-social behaviour by ensuring that tenants are made aware of the standard of behaviour expected of them. This type of tenancy would allow Wellingborough Homes to take action more quickly should a tenant or visitor to a tenant's home cause a nuisance to other residents or anti-social behaviour in the area.

If there are no significant problems in the first twelve months, the new tenant would transfer to a full assured tenancy.
Part I: About Wellingborough Homes

60 Second Summary

Part I includes useful information about Wellingborough Homes, which will be set up as a locally based non-profit making, Industrial and Provident Society, run by a board of 12 unpaid volunteers including 4 tenants. The Board would make the main decisions. There is a Shadow Board already in place and Shadow Board members have worked with the Council to put together this document. Details of the 12 shadow board members are included below.

- Wellingborough Homes would have its offices in Wellingborough to manage all their homes in the Borough.
- Wellingborough Homes would be committed to providing quality homes and services and would listen and involve tenants in the running of the service.
- Council staff who currently provide the housing and repairs service for the Council would transfer to Wellingborough Homes.
- Wellingborough Homes would also plan to be registered with charitable rules. One advantage of having charitable status is that charities pay less tax which allows them to make best use of their income for the benefit of their tenants.
- The Government’s Housing Corporation and Audit Commission would regulate and inspect Wellingborough Homes to ensure that it operates effectively. The Council would make sure through a legally binding agreement, that all the promises made to tenants in this document are delivered by Wellingborough Homes.

What type of organisation is Wellingborough Homes?

Wellingborough Homes Limited is an Industrial and Provident Society with registered number 30097R. It is a not for profit organisation which means that all of its income would have to be put back into its housing, its loans, and in providing services to tenants. It would not be run for profit and no dividends could be paid out.

It would be a Housing Association if the transfer goes ahead. Housing Associations are organisations that provide affordable rented housing to people in housing need and are registered with the Housing Corporation. Wellingborough Homes has been set up with the help of the Council specifically to take a transfer of the Council’s homes if tenants vote in favour of transfer. It has been set up for the benefit of tenants now and in the future, and the money raised through rents would go towards providing the kind of services tenants expect.

Wellingborough Homes would:

- be run by a Board of Management made up of 12 members who would take the main decisions. There is a Shadow Board already in place and Shadow Board members have worked with the Council to put together these documents. The Shadow Board is made up of 4 tenants, 4 people nominated by the Council and 4 independent local people,
- be registered with the Housing Corporation, a Government appointed body set up to regulate and supervise all Housing Associations, and
- have its main office in Wellingborough, to provide a service to all of the Borough.
Wellingborough Homes would also plan to 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 their tenants.

Would Wellingborough Homes remain independent?

We know that tenants are concerned that Wellingborough Homes could be "taken over" by another housing association in the future. A decision by Wellingborough Homes to be taken over or merge cannot take place unless its Board Members and the general membership of Wellingborough Homes want that to happen. All tenants would be entitled to apply to become members.

A decision by Wellingborough Homes to merge would require at least 75% of the membership to agree to any proposed changes.

Tenants will form one third of the Board and would also have one third of the voting rights of the membership of Wellingborough Homes. The Council and independent people will make up the other two thirds of both the Board and of the general membership.

This means that any one group of people (the tenants, the Council or independent people) could prevent such a takeover or merger by voting against a proposal to merge.

What are the Core Values and the objectives of Wellingborough Homes?

Wellingborough Homes would aim to offer the best possible standards and service to its tenants and has drafted the following vision and values for consultation:

Our Vision
Creating a better place to live with quality well maintained homes and improved services

Our Values
- Aiming for excellence and value for money in everything we do
- Listening to and actively involving tenants
- Being honest, fair and accountable
- Working in partnership to improve the local environment
- Being a good employer and valuing staff
- Committed to equal opportunities for all.

Who is on the Board of Wellingborough Homes and what do they do?

If transfer takes place the Board of Management would have overall responsibility for running Wellingborough Homes including setting policies and directing activities. The Board is made up of 4 Tenant Board Members 4 Council appointees and 4 Independent people.

The Board is currently operating in ‘shadow’ form. All Shadow Board Members have the same voting rights on the Board as each other and have a duty to act in the best interests of Wellingborough Homes whether in shadow or full operation. Details of the current Board Members are given below.
How were the Board Members chosen?

Every tenant was invited to apply to become a Board Member of Wellingborough Homes. Applicants were then invited for an interview. 4 Tenant Board Members were then selected by the interview panel made of tenants. The whole process was supervised by TPAS – your Independent Tenant Advisor. The 4 Council Board Members were selected by elected Councillors.

The 4 Independent people were chosen by both the Tenant and Council Board Members following advertisements in the local press and through an interview process. They are not connected with the Council and were chosen for their skills and experience. They have valuable experience and expertise (not just in housing) to ensure the Board fulfils the Housing Corporation’s strict guidance on how the organisation is run.

Who are the Board Members?

Tenants:

- Council representatives:
- Independent local people:

Do Board Members get paid?

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

If transfer goes ahead, how would Board Members be chosen in the future?

The current Shadow Board Members would serve until at least the first annual general meeting (AGM) of Wellingborough Homes after the transfer takes place (likely to be in 2007). At that, and each subsequent AGM, the tenant, leaseholder and Independent Board Members would retire on a rotational basis. This would provide continuity and a process for gradual renewal of the Board. Retiring Board Members would be eligible for re-selection at each AGM.

Council Board Members would be chosen by the Council and hold office for a period the Council decides. Usually this will be for the life of the Council, ie. 4 years.

Tenant Board Members would be elected through elections of Wellingborough Homes' tenants, details of which would be widely advertised.

Independent Board Members would be chosen for their skills and recommended for election at the AGM of Wellingborough Homes. They would be elected by all the members of Wellingborough Homes.

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1 Steve Barry to provide
Who would provide the service and what would happen to the existing staff?

Wellingborough Homes would employ paid staff to run the housing service on a day-to-day basis. If the transfer goes ahead, staff working for the Council would transfer to Wellingborough Homes with their conditions of employment at the time of transfer protected under the Transfer of Undertakings Protection of Employment (TUPE) Regulations.

The additional work which will be undertaken by Wellingborough Homes will create employment opportunities for people locally.

Who regulates and inspects Wellingborough Homes and what is the role of the Housing Corporation?

The Housing Corporation is the Government appointed body that regulates all Housing Associations including Wellingborough Homes. Wellingborough Homes must achieve registration with the Housing Corporation as a Housing Association before a transfer can take place.

In particular, the Housing Corporation:

- Has established a regulatory code with which all Housing Associations must comply. The code sets rules and standards which all 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 Housing Associations to ensure these expectations are met. If Wellingborough Homes did not meet these expectations, the Housing Corporation would have wide powers to step in and supervise, if necessary.

Through its housing inspectorate, the Audit Commission also has a role in checking the standard of service delivered by Wellingborough Homes and other Housing Associations.

The finances of Wellingborough Homes would also be monitored by external auditors. This means that there would be safeguards in place to prevent Wellingborough Homes getting into financial difficulties. The Housing Corporation would monitor the financial performance of Wellingborough Homes during its early years of operation and is able to take action if a Housing Association is threatened by insolvency to ensure as far as possible that tenants are protected and their homes remain in the regulated social housing sector.

Working closely with the Council

Before the transfer takes place Wellingborough Homes would be required to enter into a formal and legally binding contract with the Council. This agreement would allow the Council to make sure that promises made to tenants in this document are kept. If there was any suggestion of Wellingborough Homes failing to honour the promises the Council could enforce them against Wellingborough Homes.

Tenants would be protected by arrangements set up by the Council to monitor Wellingborough Homes’ performance. As part of those arrangements, any proposed changes to the Tenancy Agreement would need to be approved firstly by the Council before the written consent of tenants is sought.

The day to day management of Wellingborough Homes would be a matter for the Board.
Wellingborough Homes would allocate homes in a similar way to the Council and would work closely with the Council to ensure empty homes are allocated in a way that promotes choice, considers peoples' needs and encourages the development of sustainable and balanced communities.

Priority would be given to people in housing need. There would also be an agreement to allow the Council to nominate people in housing need to Wellingborough Homes where Wellingborough Homes has properties available for letting. Wellingborough Homes would try to match the properties available to the circumstances of people needing housing. It would continue to make appropriate lettings in sheltered housing schemes.

Like all Housing Associations operating in Wellingborough, Wellingborough Homes would assist the Council in fulfilling its legal duty to house homeless people. Wellingborough Homes would aim to ensure that properties are let quickly and efficiently, and that the time lettable properties remain empty is kept to a minimum.

As with the Council, Wellingborough Homes would continue to operate a tenants’ transfer policy. This would enable tenants who need to move to bigger or smaller properties or to another type or location of property to be considered for a move. Within its transfer policy Wellingborough Homes would include measures to respond to the possible rehousing needs of victims of harassment and domestic violence.

As with the Council, tenants would have access to mutual exchange (home swaps), both in relation to Wellingborough Homes’ homes and with other Housing Associations. It would participate in the national HOMES and its replacement ‘moveUK’ mobility and home exchange scheme.

Wellingborough Homes would also work in partnership with the Council to introduce a choice based lettings scheme, in line with current Government policy. Under this scheme housing and transfer waiting list applicants would need to respond to adverts that list available properties. The Council would be able to provide applicants with up-to-date information on the demand for different types of property, indications of likely waiting times, details of rent and services and details of properties. This would give applicants the opportunity to make a much more informed choice when applying for properties.

**For more information on the Council’s role, see Part A.**

**What about Wellingborough Homes’ staff?**

Wellingborough Homes recognises that its staff would be its greatest asset and it would set out to be an employer that people would want to work for. Its aim would be to retain and attract quality staff by making the working experience rewarding, challenging and enjoyable. There would be a comprehensive training programme for staff.
Part J: The next steps. The legal requirements for tenant consultation

60 Second Summary

- This offer document, which sets out all the details of the transfer proposal is what is known as the Stage 1 Notice.

- You can give your views on the proposal using the reply form at the back of this offer document.

- The Council will consider any representations it receives from you by midday on 27 October 2006.

- The Stage 2 letter will set out any significant changes to the transfer proposal and informs you whether the Council has decided to proceed to ballot.

- Tenants will decide whether the transfer proposal goes ahead in a secret ballot.

Legal Requirements

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 Department for Communities and Local Government must have regard to the views of the Council’s secure and introductory tenants. If you are not sure what type of tenant you are, please refer to your Tenancy Agreement or phone the Council’s Freephone Helpline on 0800 035 0468

The Council must give you a notice informing you of:

- such details of the proposal that the Council considers appropriate, including the identity of the organisation to whom the transfer is to be made,

- the likely consequences of the transfer for the tenant, and,

- the effects of the provisions of Schedule 3A Housing Act 1985 and, in the case of secure tenants, of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on transfer).

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

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

- the Council must first serve on you 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 other documents in the pack and the introductory letter accompanying it, forms the Stage 1 Notice,

- the Council would consider any representations received by midday on 27 October 2006,

- after considering those representations, 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 Department for Communities and Local Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council’s Stage 2 letter is sent to tenants. The Department for Communities and Local Government will take objections into account in considering any application from the Council for the necessary consent to transfer the homes.
Part K: Other useful information

60 Second Summary

- There are other documents you may want to look at in relation to the transfer proposal
- These include, for example, the Government's policy statement on future housing policy and the Housing Corporation’s Charter for Housing Association Applicants and Residents, which explains the standards of service you can expect from Wellingborough Homes
- Advice from TPAS, your Independent Tenants' Advisor.

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 035 0468.

**The Way Forward for Housing:** This is the Government's policy statement on future housing policy. Published by the Department for Communities and Local Government.

**The Housing Corporation’s Charter for Housing Association Applicants and Residents:** This document sets down the standards of service you can expect from Wellingborough Homes based on the Housing Corporation’s guidelines. Published by the Housing Corporation.

**The Housing Corporation’s Registration Criteria:** This sets out the specific registration requirements, and provides guidance to organisations seeking Registered Social Landlord status.

**The Housing Corporation’s Regulatory Code:** this sets out the Housing Corporation’s expectations of the way in which Wellingborough Homes would operate including the protection of tenants’ rights, the standards of service provided and the viability of the organisation. Published by the Housing Corporation.

**The Tenants’ Participation Agreement:** this is the agreement between tenants and the Council that governs tenant involvement in housing and the level of services tenants can expect. Wellingborough Homes would aim to adopt the standards set out in the agreement and would seek to enhance it (for more details see Part G).
Part L: The Proposed Tenancy Agreement

60 Second Summary

- Your key rights and entitlements would be protected in your new assured Tenancy Agreement with Wellingborough Homes.
- The conditions of your assured Tenancy Agreement can only be changed with your written consent.
- The Tenancy Agreement deals with payment of rent, Wellingborough Homes’ obligations, your obligations, your rights and grounds for possession.
- The Tenancy agreement for Wellingborough Homes was drawn up in consultation with the Tenant Support Group.

TENANCY AGREEMENT

What is in the Document

This document contains the form of Tenancy Agreement tenants would have with Wellingborough 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 introductory tenants would become full assured tenants of Wellingborough Homes from the date of transfer, in exactly the same way and with all of the same rights as secure tenants. In effect for introductory tenants the probationary period would come to an end on transfer, even if the period has not run its full 12 months term.

If transfer goes ahead, Wellingborough Homes would give tenants a new Tenants’ Handbook.

Wellingborough Homes’ proposed new Tenancy Agreement

A Tenancy Agreement in substantially this form would be issued as soon as possible after transfer to each transferring secure and introductory tenant except:

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

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,

• if the tenant complies with the terms of the demotions order and the demotion period comes to an end, or

• if the Court decides not to make a Possession Order.

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

Wellingborough 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.

Wellingborough Homes would also be able to take action on tenancy debts owed to the Council before the transfer went ahead.
Part M: Useful contacts

60 Second Summary

- In this section you will find addresses and phone numbers for some useful contacts
- You may wish to contact them for further information.

Borough Council of Wellingborough

Department of Housing and Community Development
Tithe Barn Road
Wellingborough
Northamptonshire
NN8 1BN

Council's Freephone helpline: 0800 035 0486
Website: www.wellingborough.gov.uk/

Tenants’ Independent Advisor

The Tenants’ Participation and Advisory Service (TPAS)

Freephone Helpline 0800 731 1315

Email: stevenpalmer3@hotmail.com

Website: TPAS.org.uk

Secretary for the Department for Communities and Local Government

Department for Communities and Local Government
Zone 2/D1 Eland House
Bressenden Place
London
SW1E 5DU

Tel: (0207) 944 4400

Website: www.housing.dclg.gov.uk/chtf
The Housing Corporation

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

Tel: (0116) 242 4879

Website: www.housingcorp.gov.uk

Independent Housing Ombudsman

Norman House
105-109 Strand
London
WC2R OAA

Tel: (0845) 712 5973

Website: www.ihos.org.uk
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This tenancy agreement is between

Our name and address

Wellingborough Homes Limited (we us or our) of
...........................................................................
...........................................................................

We are registered with the Housing Corporation under section 3 of the Housing Act 1996

Name of tenant

and ...........................................................................
...........................................................................
...........................................................................

(thе 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 ............................................
...........................................................................
...........................................................................

Payments for your home

The weekly payments for your home at the start of this tenancy are:
(i) Rent £............

(ii) Service charge for tenants in Sheltered Accommodation £ .......

(iii) Rent Arrears of £....... Payable at £....... per week

[Supporting People charge]

[ ]

Total weekly payment

[ ]

Service charge

If you live in sheltered accommodation, then the services provided in the service charge at the start of the tenancy are:

[ ] £............

### Permitted number

Under overcrowding legislation, 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.

### Charitable status

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

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In this tenancy agreement, words in italics are for explanation only and do not form part of the tenancy conditions for legal purposes.

Action will be taken to repossess the home of any person who has fraudulently or deliberately provided false information or deliberately withheld information to obtain this tenancy.
SECTION 1 – GENERAL TERMS

1. **Service of notices**

   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:

   ……………………………………………………………………………………………

   ……………………………………………………………………………………………

   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.

2. **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.

3. **Complaints**

   We have 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 Housing Corporation 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.

SECTION 2 – JOINT TENANTS AND PAYMENTS FOR YOUR HOME

1.1 In the case of joint tenants, the term **Tenant** or **you** applies to each of you. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement.

1.2 Each joint tenant is responsible for paying all the rent and any service charge (including any arrears). We can recover all rent arrears owed for your home from individual joint tenants. So if one joint tenant leaves, the remaining tenant(s) is/are responsible for any rent, rent arrears or other outstanding money due to us.

1. **Rent**

   1.1 The weekly rent for your home and if you live in sheltered accommodation any service charge at the start of the tenancy is set out on page [1].

   1.2 You must pay your rent (and any service charge and Supporting People charge) in advance on the Monday of each week. You can pay more than 1 week in advance if you prefer.
1.3 You must meet all outgoings applying to your Home including water charges and electric or other costs whether metered or billed.

1.4 We will work out your rent (and if you live in sheltered accommodation your service charge) every year and you will have four non-payment weeks during the year. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you have missed any rent or service charge payment then the non-payment weeks do not apply and you must pay rent and service charge and any arrears as usual during these weeks.

2. **Rent arrears**

2.1 If this paragraph is completed it means that this is an exceptional case and we have allowed you to move from another property where you had arrears, or we have agreed to the creation of a new tenancy in your current home.

You must pay us the debt of £…….. at the rate of £……... per week in addition to the rent. The amount and period of instalments may be varied from time to time by agreement between you and us.

2.2 If you leave your home to become our tenant in another property owned by us:-

   a we may use all payments made by you on your new home to pay off any arrears on your old home, or

   b we will also be able to use any rent payments you have built up to cover the rent on your new home.

3. **Arrears and advance payments**

3.1 If you have made an advance rent payment (a credit) or have rent or service charge arrears on your account when this tenancy starts, we will:

   a add the amount of any credit you have to your rent account, or

   b add any arrears you have to your rent account.

4. **Services**

4.1 If you live in sheltered accommodation, 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 you live in sheltered accommodation and if an amount has been entered against a service on page [2].**

4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services. Any change in the services we provide may affect the amount of any service charge you pay.
5. Changes in rent and service charge during the rent guarantee period

5.1 During the rent guarantee period, the rent you must pay will be increased on the first Monday in April in each of [2008, 2009, 2010, 2011 and 2012] (the rent variation day). We will give you at least one calendar month’s notice in writing of the new rent. We agree that the increase in your rent on each rent variation day will not be more than the sum of the rent payable immediately before the relevant rent variation day multiplied by the percentage increase in inflation plus 0.5% plus £2.17.

5.2 Inflation means the figure for the percentage change over 12 months from the United Kingdom General Index of Retail Prices (All Items) which is published in the September before the relevant rent variation day. If this index is no longer published or if the basis of its calculation is materially changed, inflation will mean another published index of retail prices or the value of money as shall replace that index. We will act reasonably in our choice.

6. Changes in rent after the rent guarantee period

6.1 With effect from and including the first Monday in April [2013], 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 shall 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 shall be the rent so determined.

7. Changes to service charge (if this applies)

7.1 We may increase (or decrease) your service charge (if it applies) at any time by giving you at least one calendar month’s notice in writing before any change is made. Unless there is a change in the services provided the service charge will not change more than once a year.

7.2 Each year, [at the end of March] 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.

7.3 At the same time, we will work out how much we have spent on providing services to 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.

7.4 We will give you a summary showing what is included in your service charge. When you receive your summary, 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 will make a small charge to cover the cost of any copying.

7.5 We can only make reasonable service charges, and the services or work we do must be of a reasonable standard.
8. **Supporting People charges (where applicable)**

8.1 If we provide you with housing support services (indicated by a charge under the heading “Payments for your Home” on page [2] of this tenancy agreement) then those services may include the provision of general support in relation to all or any of the following:

a  [Maintaining the security of your home,]
b  Maintaining the safety of your home,
c  Standard of conduct required,
d  Paying the rent,
e  Maintaining your home in an appropriate condition,
f  Giving up the tenancy at the appropriate time,
g  Contact with others to ensure your welfare,
h  Other support services (excluding personal care).]

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

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

8.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 7.1 of this Section 2 above, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

9. **Housing Benefit**

9.1 You will be asked to give consent to the Council (or relevant authority) for the payment direct to us of any housing benefit (or equivalent state assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of benefit when we receive it.

9.2 If you are awarded Housing Benefit to help you to pay your rent, you must notify the Housing Benefit service at the Council immediately if you have any changes in circumstances, which could affect your claim for this benefit.
SECTION 3 – OUR OBLIGATIONS

We agree:-

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

2. **Your right to occupy**
   
   Not to interrupt or interfere with your right peacefully to occupy your home except when:
   
   a. access is required (subject to reasonable notice, except in the case of an emergency) to inspect your home or adjoining premises, or to carry out repair and improvement works, to check the condition of the property, or service apparatus if any,
   
   b. you fail to comply with the conditions of your tenancy,
   
   c. we are entitled to vacant possession at the end of the tenancy.

   *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.*

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, and
   
   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, and
4.3 water heaters, fireplaces, fitted fires and central heating installations.

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 common parts in a good state of decoration and normally to decorate these areas at least once every 7 years.

7. Housing management

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

8. Insurance

To insure the structure of the property including our fixtures and fittings.

*Your own fixtures and fittings, personal property and any other things for which you are responsible are not insured by us.*

SECTION 4 – YOUR OBLIGATIONS

You agree:

1. 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.

2. Use of your home

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

3. Absence from your home
To inform us in writing if you will be absent from your home for [28] days or more and your home will be unoccupied during that time.

4. **Moving out**

To give us vacant possession and return the keys of your home at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave your home and 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.

5. **Illegal activities and drugs**

Not to engage in illegal activities or allow those living in or visiting your home to do so. As our tenant you will be held responsible for all those living in or visiting your home who are found to be supplying controlled substances from the premises, communal areas or neighbourhood.

As our tenant you will be held responsible for all those living in or visiting your home who are found to be handling or retaining stolen property on the premises.

6. **Anti-social behaviour**

To be responsible for the behaviour of those living in or visiting your home, whether in your home, in communal areas or the surrounding locality of your home.

6.1 **Nuisance**

Not to behave in a manner that causes or may cause nuisance, annoyance or disturbance to people in your neighbourhood or to any of our tenants, agents, employees or contractors or allow those living in or visiting your home to do so.

You are responsible for the behaviour of any person including children living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas and in the locality around your home.

As our tenant you and persons living in or visiting your home must not behave in a manner that causes nuisance, annoyance or disturbance to another person.

For example:

*Noise*

Must not be so loud or for such a long time that it causes annoyance, nuisance or disturbance to others.

*Harrassment*
A person or persons must not have to fear for their safety because of physical, verbal or written abuse.

Physical abuse includes an actual or threatened assault or an act of violence. Verbal or written abuse includes the use of language in oral or written form intended or likely to alarm, intimidate or cause distress.

6.2 Noise

Neither to play, nor allow to be played, any radio, television, record or tape recording or musical instrument so loudly or make other noise such that it causes annoyance, nuisance or disturbance to other persons in the neighbourhood or can be heard outside your home.

6.3 Racial and other harassment

Neither to commit, nor to allow those living in or visiting your home to commit, any harassment, or threat of harassment or physical, verbal or written abuse (on the grounds of race, colour, religion, age, sex, sexual orientation or disability or otherwise) 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.

Physical abuse includes an actual or threatened assault or an act of violence. Verbal or written abuse includes the use of language in oral or written form intended or likely to alarm, intimidate or cause distress.

7. Damage

To make good any damage to your home or our fixtures and fittings or to the communal areas caused by you, those living in or visiting your home, and pay any reasonable costs reasonably incurred by us in carrying out such works in default.

8. 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.

9. Reporting disrepair

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

We will not carry out repairs as a result of wilful damage or neglect by you, those living in or visiting your home. However, if the repair falls within our responsibility as your landlord, we may carry out the necessary works, and may recharge the costs to you.
10. **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.)

*Access is particularly important when we have a legal obligation to undertake the servicing of gas central heating or gas appliances. Failure to provide reasonable access for this type of work may lead to us seeking a court order to gain entry.*

11. **Gardens (where applicable)**

To keep any garden, boundaries, including hedges of your home and all common areas, in a clean and tidy condition.

Not to erect sheds, aviaries, greenhouses, kennels and other garden structures, without our prior written permission. We will not unreasonably withhold permission. You must also comply with planning regulations.

12. **Pets**

Not to allow any animals/pets kept at or visiting your home to cause a nuisance or annoyance to other persons in the neighbourhood.

To keep the area in which an animal/pet lives in a clean and hygienic condition.

Not to allow any animal kept on or visiting your home to behave in an intimidating or threatening manner.

13. **Vehicles**

Not to park vehicles within the boundary of your home without our written permission.

Not to park any vehicles or caravans in the garden or on amenity land owned by us (or allow those living in or visiting your home to do so), unless we have given our written permission to do so.

14. **Roadways**

Not to obstruct any local roadways, passage ways, communal areas, or other vehicular access (or allow those living in or visiting your home to do so).

15. **Access to communal areas (where applicable)**

15.1 No to obstruct any communal access or right of way through a passageway or garden to a neighbouring property (or allow those living in or visiting your home to do so).

15.2 To keep staircases and/or landing areas of flats clear at all times.
15.3 Not to lock or bolt gates without our prior agreement and other residents who use the right of way as access.

16. **Dangerous substances**

Not to store dangerous substances at your home, in your garden, garage or communal areas (or allow those living in or visiting your home to do so).

*Dangerous substances include petroleum, cellulose paint thinners, bottled acetylene, industrial chemicals and any other chemical or gases that could be described as dangerous. Calor Gas room heaters can be used in your home, but spare bottles must only be stored in a shed or garden.*

17. **Fire/frost**

To prevent damage being caused by fire or frost.

If you are absent from your home during the winter period you must take appropriate arrangements to prevent pipes from bursting.

18. **Fire**

To report any fire that occurs in your home. You must

a  Ensure that the smoke alarm is operational and that all batteries are replaced. [We will replace the smoke alarm batteries of tenants over pensionable age and for the disabled free of charge.]

b  Report any faults with gas, electrics or smoke alarm immediately.

c  Redecorate following smoke damage.

19. **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 5, condition 9 or assigning the tenancy to someone that would have been qualified under Section 5, condition 13.2 to succeed to the tenancy if you had died.

20. **Lodgers**

To tell us on request of the name, age and sex of the intended lodger and of any accommodation he or she will occupy. You are responsible for the behaviour of any lodgers living in your home.

21. **Sub-letting**

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

21.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may impose reasonable conditions if we give consent.
SECTION 5 – YOUR RIGHTS

1. Right to occupy

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

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

2. Tenure

2.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

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

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

a. we are using grounds 14 or 14A when the notice may be less than 4 weeks, or

b. we are using grounds 7, 9 or 16 when we will give 2 month’s notice, or

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

2.4 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 6 below.

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

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

3. Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks’ notice in writing.
4. **Right to make improvements/alterations**

4.1 You may make alterations, improvements and additions to your home including putting up a television aerial, external decoration and addition to, or alteration in, our installations, fixtures and fittings, provided that you have first obtained our written permission 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.

4.2 You must comply with any current Building Regulations applicable at the time the works are undertaken.

4.3 If you make an improvement or alteration to your home without our written permission we may tell you to return your home to its original condition. If you fail to do so we may carry out the work and you may be charged for the reinstatement.

5. **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.

6. **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.

7. **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.

8. **Right to information**

You have a right to information 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.

9. **Right to exchange**

9.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered social landlord 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.
9.2 You must not charge any premium in relation to an exchange of this tenancy.

10. **Preserved right to buy – where applicable**

10.1.1 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.

10.1.2 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.

10.1.3 If you die, the person who takes over the tenancy under the succession rights in this Section 5 will also take over your preserved right to buy (if you had that right).

10.1.4 You will not have the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

10.1.5 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.

11. **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.

12. **Preserved rights**

So far as possible, we agree to give you the rights of a secure tenant of a council landlord as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

*These rights include*

a. *the right to make improvements (section 5, condition 4)*

b. *the right to compensation for improvements (section 5 condition 5)*

c. *the right to repair (section 5, condition 6)*

d. *the right to be consulted (section 5, condition 7)*

e. *the right to information (section 5, condition 8)*

f. *the right to exchange (section 5, condition 9)*

g. *the right to take in lodgers (section 4, condition 20)*

h. *the right to sublet part of your Home (section 4, condition 21).*

13. **Succession**
13.1 **Succession to partner**

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

A Successor is:

13.1.1 a Partner who became the tenant under this condition, or
13.1.2 a person who inherited this tenancy (see condition 13.2 below), or
13.1.3 a person who was granted this tenancy under a condition similar to condition 13.3 (below) in another tenancy agreement, or
13.1.4 a person who would have been entitled to succeed if the previous tenant had died and who became the tenant under Section 4, condition 19, or
13.1.5 a tenant by survivorship when one of two or more joint tenants has died, or
13.1.6 a person who became the tenant under the Right to Exchange (see Section 5, condition 9) and you were a successor under your previous tenancy, or
13.1.7 a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor,
13.1.8 a person who became the tenant under a court order under Part 2 of Schedule 5 or paragraph 9 (2) or (3) of Schedule 7 to the Civil Partnership Act 2004 and the other party to the civil partnership was a successor.

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

13.1.9 A Relative is a parent, child, grandparent, brother, sister, uncle, aunt, nephew, niece, step-child or adopted child.

13.2 **Succession (other than to partner)**

If you are a sole tenant who is not a successor as defined in condition 13.1 (above) we will not seek possession under ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

13.2.1 is a Relative, and
13.2.2 lived with you for the twelve months before the tenant’s death, and
13.2.3 lived in your home as his or her only or principal home at the time of the tenant’s death, and
13.2.4 agrees in writing to abide by the terms of this tenancy.
We may seek possession if, six months after the death of the tenant, there has been no grant of probate or letters of administration.

13.3 Special succession rights

If inheritance rules do not allow someone who qualifies under conditions 13.2 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.

13.4 Competing succession claims

If more than one person would be allowed to claim the tenancy under condition 13.2 or 13.3, they must decide between them who should get the tenancy. If they cannot agree, we will decide.

SECTION 6 - GROUNDS FOR POSSESSION

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

Part I Grounds on which Court must Order Possession

Ground 7

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

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

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 5, conditions 14.1 to 14.3.

Part II Grounds on Which Court may Order Possession

Ground 9
Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

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

a. we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession, or

b. your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person, or

c. your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs, or

d. your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence, or

e. premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property,

f. a member of your family (not your Partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:

i. the age of the person succeeding to your tenancy

ii. the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home

iii. any financial or other support given to you by the person succeeding to your tenancy.

Ground 10

Some rent lawfully due from the tenant:

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

**Ground 12**

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

**Ground 13**

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

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

**Ground 14**

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

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or

(b) has been convicted of:

(i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes, or

(ii) an arrestable offence committed in, or in the locality of, the dwellinghouse.

**Ground 14A**

The dwellinghouse was occupied (whether alone or with others) by 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, shall be regarded as employment by the Secretary of State.

Ground 17

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

(a) the tenant, or

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

SECTION 7 – ADDITIONAL CONDITIONS FOR SHELTERED HOUSING SCHEMES

1. Specification and conditions for tenants of sheltered accommodation

The following conditions apply to all tenants occupying our sheltered accommodation.

These conditions apply in addition to the general assured tenancy conditions.

1.1 Right to buy

Sheltered property is exempt from the Right to Buy.

1.2 Right to sub-let

We do not consider the Sheltered accommodation, let under this tenancy agreement, to be suitable for either Sub-letting or for accommodating lodgers. Therefore applications to sub-let or introduce a lodger would be refused by us.

SECTION 8 - SIGNATORIES
Data Protection Act 1998

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

You also consent to us holding and processing information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform our functions. This may involve disclosure to certain third parties who are able to show that they are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data will be processed in accordance with the law.

By signing this tenancy agreement, you are consenting to this condition and to us processing your personal data.

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.

Signed on behalf of the landlord…………………………………………………….

Date…………………………………………………………………………………………

Action will be taken to repossess the home of any person who has fraudulently or deliberately provided false information or deliberately withheld information to obtain this tenancy.